
**UNIVERSITY OF SOUTH CAROLINA
350 Wayne Fire Protection Upgrades -
State Project # H27-Z099**

ISSUED FOR CONSTRUCTION

May 31, 2013



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UNIVERSITY OF SOUTH CAROLINA
350 WAYNE -
FIRE PROTECTION UPGRADES
COLUMBIA, SC

STATE PROJECT # H27-Z099
A/E PROJECT # 13016.01

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SE-310 REQUEST FOR ADVERTISEMENT**PROJECT NAME:** 350 Wayne Fire Protection Upgrades**PROJECT NUMBER:** H27-Z099**PROJECT LOCATION:** Columbia, SC

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:** \$150,000 - \$200,000**DESCRIPTION OF PROJECT:** The project consists of installation of a new fire protection sprinkler system in the existing warehouse facility. Minor expansion to the existing fire alarm system to accommodate fire

Bidders are responsible for obtaining all updates to bidding documents from the

USC Procurement website <http://purchasing.sc.edu>

(See Facilities/Construction Solicitation and Awards). Small and minority business participation is encouraged.

A/E NAME: GMK Associates**A/E CONTACT:** Tom Weiland**ADDRESS:** 1201 Main Street, Suite 2100**TELEPHONE:** 803-256-0000**CITY:** Columbia**FAX:** 803-255-7243**STATE:** SC**ZIP:** 29201**EMAIL:** tweiland@gmka.com

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

BIDDING DOCUMENTS/PLANS MAY BE OBTAINED FROM:USC Procurement website: <http://purchasing.sc.edu> (See Facilities/Construction Solicitation and Awards)**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:USC : Columbia <http://purchasing.sc.edu> (See facilities construction

solicitation and awards)

PRE-BID CONFERENCE? Yes ☒ No ☐ **MANDATORY ATTENDANCE?** Yes ☐ No ☒**DATE:** June 18, 2013**TIME:** 10:00 am**PLACE:** 743 Greene Street, Conf. Rm. 53, Columbia, SC**AGENCY:** University of South Carolina**NAME OF AGENCY PROCUREMENT OFFICER:** Juaquana Brookins**ADDRESS:** 743 Greene Street**TELEPHONE:** 803-777-3596**CITY:** Columbia**FAX:** 803-777-7334**STATE:** SC**ZIP:** 29208**EMAIL:** jbrookin@fmc.sc.edu**BID CLOSING DATE:** July 1, 2013 **TIME:** 2:00 pm **LOCATION:** 743 Greene St, Cola SC 29208 Cf. Rm. #53**BID DELIVERY ADDRESSES:****HAND-DELIVERY:** University of South Carolina**MAIL SERVICE:** University of South Carolina

743 Greene Street

743 Greene Street

Columbia, SC 29208

Columbia, SC 29208

Attn: Ms. Juaquana Brookins

Attn: Ms. Juaquana Brookins

IS PROJECT WITHIN AGENCY CONSTRUCTION CERTIFICATION? (Agency MUST check one) Yes ☒ No ☐**IF PRE-BID CONFERENCE MANDATORY, DETERMINATION REQUIRED BY R. 19-445.2042(C) MUST BE ATTACHED.****APPROVED BY:**

(Office of State Engineer)

(Date)

UNIVERSITY OF SOUTH CAROLINA
350 WAYNE -
FIRE PROTECTION UPGRADES
COLUMBIA, SC

STATE PROJECT # H27-Z099
A/E PROJECT # 13016.01

SECTION 00200 - INSTRUCTIONS TO BIDDERS

FORM OF INSTRUCTIONS TO BIDDERS

- 1.01 See AIA Document A701 (1997 Edition), Instructions to Bidders available at the office of GMK Associates, Inc., 1201 Main Street Suite 2100, Columbia, SC 29201. 803-256-0000 OR,
 - A. Copies of this document may be obtained from The American Institute of Architects, 1522 Richland Street., Columbia, SC 29201. 803-252-6050.
- 1.02 Refer to document 00201-OSE 2011 for modifications to this document.

END OF INSTRUCTIONS TO BIDDERS

OSE FORM 00201 – STANDARD SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

2011 Edition

OWNER: University of South Carolina

PROJECT NUMBER: H27-Z099

PROJECT NAME: 350 Wayne Fire Protection Upgrades

PROJECT LOCATION: Columbia, SC

PROCUREMENT OFFICER: Juaquana Brookins, University of South Carolina

1. STANDARD SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

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

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

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

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

2. MODIFICATIONS TO A701-1997

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

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

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

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

2.4. *In Section 2.1.1:*

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

Insert the following at the end of this section:

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

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

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

2.6. Insert the following Sections 2.2 through 2.6:

2.2 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

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

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

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

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

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

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

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

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

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

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

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

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

2.3 DRUG FREE WORKPLACE

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

2.4 CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS

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

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

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

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

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

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

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

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

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

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

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

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

2.5 ETHICS CERTIFICATE

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

2.6 RESTRICTIONS APPLICABLE TO BIDDERS & GIFTS

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

2.7. Delete Section 3.1.1 and substitute the following:

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

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

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

2.10. *Insert the following Section 3.1.5*

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

2.11. *In Section 3.2.2:*

Delete the words "and Sub-bidders"

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

2.12. *In Section 3.2.3:*

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

Insert the following at the end of the section:

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

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

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

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

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

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

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

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

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

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

Addendum will be issued to reschedule the conference. Useful information may be available at:
http://www.scecmd.org/scgovweb/weather_alert.html

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

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

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

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

4.1.3 Sums shall be expressed in figures.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.27. Insert the following Section 4.2.4:

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

2.28. Delete Section 4.3.1 and substitute the following:

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

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

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

2.30. Delete Section 4.4.2 and substitute the following:

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

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

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

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

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

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

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

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

2.33. Insert the following Sections 5.2.2 and 5.2.3:

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

- .1** Failure by a Bidder to be represented at a Mandatory Pre-Bid Conference or site visit;
- .2** Failure to deliver the Bid on time;
- .3** Failure to comply with Bid Security requirements, except as expressly allowed by law;
- .4** Listing an invalid electronic Bid Bond authorization number on the bid form;
- .5** Failure to Bid an Alternate, except as expressly allowed by law;
- .6** Failure to list qualified Subcontractors as required by law;
- .7** Showing any material modification(s) or exception(s) qualifying the Bid;
- .8** Faxing a Bid directly to the Owner or their representative; or
- .9** Failure to include a properly executed Power-of-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. *Insert the following Section 6.3:*

6.3 CLARIFICATION

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

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

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

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

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

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

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

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

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

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

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

2.44. Insert the following Article 9:

ARTICLE 9 MISCELLANEOUS

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

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

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

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

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

9.2 CONTRACTOR LICENSING

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

9.3 SUBMITTING CONFIDENTIAL INFORMATION

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

9.4 POSTING OF INTENT TO AWARD

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

Room or Area of Posting: Receptionists Area

Building Where Posted: Facilities Center

Address of Building: 743 Greene Street, Columbia SC 29208

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

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

9.5 PROTEST OF SOLICITATION OR AWARD

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

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

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

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

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

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

9.6 SOLICITATION INFORMATION FROM SOURCES OTHER THAN OFFICIAL SOURCE

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

9.7 BUILDER'S RISK INSURANCE

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

9.8 TAX CREDIT FOR SUBCONTRACTING WITH MINORITY FIRMS

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

§ 9.9 OTHER SPECIAL CONDITIONS OF THE WORK

END OF DOCUMENT

UNIVERSITY OF SOUTH CAROLINA
350 WAYNE -
FIRE PROTECTION UPGRADES
COLUMBIA, SC

STATE PROJECT # H27-Z099
A/E PROJECT # 13016.01

SECTION 00201 - SUPPLEMENT A - REQUEST FOR INFORMATION

TO: GMK ASSOCIATES, INC. FROM: _____

ATTENTION: JEFF BERNAGOZZI

DATE/TIME: _____ TELEPHONE #: _____

FAX NUMBER: 803.255.7243 FAX #: _____

NUMBER OF PAGES _____ CONTACT: _____

PROJECT NAME: 350 WAYNE FIRE PROTECTION UPGRADES - STATE PROJECT #
H27-Z099

INSTRUCTIONS: IN SPACES PROVIDED BELOW, LIST SPECIFICATION SECTION
AND/OR PLAN SHEET FOR WHICH INFORMATION OR CLARIFICATION IS NEEDED
FOLLOWED BY DESCRIPTION OR REQUIRED INFORMATION. USE ADDITIONAL
COPIES OF REQUEST FOR INFORMATION FORMS AS NEEDED FOR ADDITIONAL
REQUESTS. LIMIT TO ONE QUESTION OR SUBJECT INQUIRY PER R.F.I.

SPECIFICATION SECTION(S):

DRAWING SHEET(S):

END OF SECTION

UNIVERSITY OF SOUTH CAROLINA
350 WAYNE -
FIRE PROTECTION UPGRADES
COLUMBIA, SC

STATE PROJECT # H27-Z099
A/E PROJECT # 13016.01

SECTION 00300 - BID BOND

FORM OF BID BOND

- 1.01 See AIA Document A310 (1970 Edition) , Bid Bond available at the office of GMK Associates, Inc., 1201 Main Street Suite 2100, Columbia, SC 29201. 803-256-0000 OR,
- A. Copies of this document may be obtained from The American Institute of Architects, 1522 Richland Street., Columbia, SC 29201. 803-252-6050.

END OF SECTION

BID FORM SE-330

2011 Edition

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

BID SUBMITTED BY: _____
(Bidder's Name)

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

FOR PROJECT: H27-Z099 350 Wayne Fire Protection Upgrades
(Number) (Name)

OFFER

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

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

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

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

ADDENDUM No: _____

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

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

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

The project consists of installation of a new fire protection sprinkler system in the existing warehouse facility. Minor expansion to the existing fire alarm system to accommodate fire sprinkler system devices is also included

_____, which sum is hereafter called the Base Bid.

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

ALTERNATE #1 (Brief Description): na

☐ 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): na

☐ 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): na

☐ ADD TO or ☐ DEDUCT FROM BASE BID: _____

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

BID FORM SE-330

2011 Edition

§ 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-3A)

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

[illegible]

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.

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

§ 9. TIME OF CONTRACT PERFORMANCE AND LIQUIDATED DAMAGES

a. **CONTRACT TIME:** Bidder agrees that the Date of Commencement of the Work shall be established in a Notice to Proceed to be issued by the Owner and Bidder shall substantially complete the Work within 90 calendar days from the Date of Commencement, subject to adjustments as provided in the Contract Documents.

b. **LIQUIDATED DAMAGES:** Bidder further agrees that from the compensation to be paid, the Owner shall retain as Liquidated Damages the sum of \$ 500.00 for each calendar day the actual construction time required to achieve Substantial Completion exceeds the specified or adjusted time for Substantial Completion as provided in the Contract Documents. This sum is intended by the parties as the predetermined measure of compensation for actual damages, not as a penalty for nonperformance.

§ 10. AGREEMENTS

a. Bidder agrees that this bid is subject to the requirements of the law of the State of South Carolina.

b. Bidder agrees that at any time prior to the issuance of the Notice to Proceed for this Project, this Project may be canceled for the convenience of, and without cost to, the State.

c. Bidder agrees that neither the State of South Carolina nor any of its agencies, employees or agents shall be responsible for any bid preparation costs, or any costs or charges of any type, should all bids be rejected or the Project canceled for any reason prior to the issuance of the Notice to Proceed.

§ 11. ELECTRONIC BID BOND

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

(Electronic Bid Bond Number)

(Signature and Title)

**BID FORM
SE-330**

2011 Edition

BIDDER'S TAXPAYER IDENTIFICATION

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER: _____

OR

SOCIAL SECURITY NUMBER: _____

CONTRACTOR'S CLASSIFICATIONS AND SUBCLASSIFICATIONS WITH LIMITATIONS

Classification(s) & Limits: _____

Subclassification(s) & Limits: _____

SC Contractor's License Number(s): _____

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

SIGNATURE

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

(Mailing Address for the above)

BY: _____

(Signature)

DATE: _____

TITLE: _____

TELEPHONE: _____

UNIVERSITY OF SOUTH CAROLINA
350 WAYNE -
FIRE PROTECTION UPGRADES
COLUMBIA, SC

STATE PROJECT # H27-Z099
A/E PROJECT # 13016.01

SECTION 00500 - AGREEMENT

PART 1 GENERAL

FORM OF AGREEMENT

2.01 RELATED REQUIREMENTS

- A. Section 00700 - General Conditions.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

AIA DOCUMENT A101-2007, STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR, FORMS THE BASIS OF CONTRACT BETWEEN THE OWNER AND CONTRACTOR.

5.01 This document is not bound within the project manual.

- A. Copies of this document may be obtained from The American Institute of Architects, 1522 Richland Street., Columbia, SC 29201. 803-252-6050.
- B. OR it can be viewed at the offices of GMK Associates, Inc., 1201 Main Street Suite 2100 Columbia, SC 29201 (803)256-0000

5.02 Refer to document 00501-OSE 2011 for modifications to this document.

END OF AGREEMENT

OSE FORM 00501

STANDARD MODIFICATIONS TO AGREEMENT BETWEEN OWNER AND CONTRACTOR

2011 Edition

OWNER: University of South Carolina

PROJECT NUMBER: H27-Z099

PROJECT NAME: 350 Wayne Fire Protection Upgrades

1. STANDARD MODIFICATIONS TO AIA A101-2007

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

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

2. MODIFICATIONS TO A101

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

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

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

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

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

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

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

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

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

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

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

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

STANDARD MODIFICATIONS TO AGREEMENT BETWEEN OWNER AND CONTRACTOR

2.7. In Section 5.1.8, delete the word “follows” and the colon and substitute the following:

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

2.8. In Section 5.1.9, delete the words “Except with the Owner’s prior approval, the” before the word “Contractor.”

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

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

2.11. Delete the language of Section 8.2 and substitute the word “Reserved.”

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

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

(Name, title, postal address, telephone numbers, and other information)

Tom Opal, USC Senior Project Manager, 743 Greene Street, Columbia SC 29208 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, title, postal address, telephone numbers, and other information)*

Troy Green, USC Project Manager, 743 Greene Street, Columbia SC 29208 GREEN@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, postal address, telephone numbers, and other information)

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 numbers, email address, and other information)*

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

2.14. *Add the following Section 8.6.1:*

8.6.1 The Architect's representative:

(Name, title, postal address, telephone numbers, and other information)

Tom Weiland, GMK Associates, 1201 Main Street Ste 2100, Columbia SC 29201 803-256-0000

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

Invitation for Construction Bids (SE-310)

Instructions to Bidders (AIA Document A701-1997)

Standard Supplemental Instructions to Bidders (OSE Form 00201)

Contractor's Bid (Completed SE-330)

Intent to Award Notice (Completed SE-370)

Certificate of procurement authority issued by the SC Budget & Control Board

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

END OF DOCUMENT

UNIVERSITY OF SOUTH CAROLINA
350 WAYNE -
FIRE PROTECTION UPGRADES
COLUMBIA, SC

STATE PROJECT # H27-Z099
A/E PROJECT # 13016.01

SECTION 00700 - GENERAL CONDITIONS

FORM OF GENERAL CONDITIONS

AIA DOCUMENT A201, 2007 EDITION, GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, IS THE GENERAL CONDITIONS BETWEEN THE OWNER AND CONTRACTOR.

2.01 This document is not bound within the project manual.

- A. Copies of this document may be obtained from The American Institute of Architects, 1522
Richland Street., Columbia, SC 29201. 803-252-6050.
- B. OR it can be viewed at the offices of GMK Associates, Inc., 1201 Main Street Suite 2100
Columbia, SC 29201 (803)256-0000

SUPPLEMENTARY CONDITIONS

3.01 Refer to Document 00811-OSE 2011 for amendments to these General Conditions.

END OF DOCUMENT 00700

OSE FORM 00811

STANDARD SUPPLEMENTARY CONDITIONS

2011 Edition

OWNER: University of South Carolina

PROJECT NUMBER: H27-Z099

PROJECT NAME: 350 Wayne Fire Protection Upgrades

1 GENERAL CONDITIONS

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

2 STANDARD SUPPLEMENTARY CONDITIONS

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

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

3 MODIFICATIONS TO A201-1997

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

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

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

3.3 *Add the following Section 1.1.9:*

1.1.9 NOTICE TO PROCEED

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

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

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

3.5 *Delete Section 1.5.1 and substitute the following:*

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

3.6 *Delete Section 2.1.1 and substitute the following:*

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

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

3.7 *Delete Section 2.1.2 and substitute the following:*

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

3.8 *Delete Section 2.2.3 and substitute the following:*

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

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

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

3.10 *Delete Section 2.2.5 and substitute the following:*

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

3.11 *Add the following Sections 2.2.6 and 2.2.7:*

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

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

3.12 *Delete Section 2.4 and substitute the following:*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

acceptable to the Owner,

3.22 *Delete Section 3.9.2 and substitute the following:*

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

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

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

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

3.24 *Delete Section 3.10.3 and substitute the following:*

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

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

3.25 *Add the following Section 3.10.4:*

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

3.26 *Add the following Section 3.12.5.1:*

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

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

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

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

3.29 *Add the following Sections 3.13.2 and 3.13.3:*

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

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

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

including loss of use resulting therefrom,

3.31 *Delete Section 4.1.1 and substitute the following:*

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

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

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

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

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

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

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

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

Work completed and correlated with the

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

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

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

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

3.38 *Delete Section 4.2.14 and substitute the following:*

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

3.39 *Delete Section 5.2.1 and substitute the following:*

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

3.40 *Delete Section 5.2.2 and substitute the following:*

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

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

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

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

3.43 *Add the following Section 5.2.5:*

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

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

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

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

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

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

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

3.45 *Delete the last sentence of Section 5.4.1.*

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

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

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

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

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

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

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

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3.49 *Delete Section 7.2.1 and substitute the following:*

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

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

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

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

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

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

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

3.51 *Delete 7.3.3 and substitute the following:*

7.3.3 PRICE ADJUSTMENTS

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

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

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

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3.52 *Delete Section 7.3.7 and substitute the following:*

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

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

3.53 *Delete Section 7.3.8 and substitute the following:*

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

3.54 *Add the following Sections 7.5 and 7.6:*

7.5 AGREED OVERHEAD AND PROFIT RATES

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

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

7.6 PRICING DATA AND AUDIT

§ 7.6.1 Cost or Pricing Data.

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

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

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

§ 7.6.3 Records Retention.

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

3.55 *Delete Section 8.2.2 and substitute the following:*

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

3.56 *Delete Section 8.3.1 and substitute the following:*

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

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

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

3.58 *Delete Section 9.2 and substitute the following:*

9.2 SCHEDULE OF VALUES

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

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

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

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

3.59 *Delete Section 9.3.1 and substitute the following:*

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

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

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

Insert the following at the end of Section 9.3.2:

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

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

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

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

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

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

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

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

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

3.64 *Delete Section 9.7 and substitute following:*

9.7 FAILURE OF PAYMENT

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

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

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

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

3.67 *Delete Section 9.8.3 and substitute the following:*

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

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

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

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

3.70 *Delete Section 9.10.1 and substitute the following:*

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

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

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

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

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

3.73 *Delete Section 9.10.5 and substitute the following:*

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

3.74 Add the following Section 9.10.6:

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

3.75 *Delete Section 10.3.1 and substitute the following:*

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

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

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

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3.77 *Delete Section 10.3.3 and substitute the following:*

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

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

In addition to its obligations under Section 3.18, the

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

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

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

3.81 *Delete 11.1.2 and substitute the following:*

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

(1) COMMERCIAL GENERAL LIABILITY:

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

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

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

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

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

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3.82 *Delete Section 11.1.3 and substitute the following:*

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

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

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

3.83 *Delete Section 11.1.4 and substitute the following:*

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

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

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

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

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

3.87 *Delete Section 11.3.2 and substitute the following:*

11.3.2 BOILER AND MACHINERY INSURANCE

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

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3.88 *Delete Section 11.3.3 and substitute the following:*

11.3.3 LOSS OF USE INSURANCE

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

3.89 *Delete Section 11.3.4 and substitute the following:*

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

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

3.91 *Delete Section 11.3.6 and substitute the following:*

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

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

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

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

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

3.94 *Delete Section 11.3.9 and substitute the following:*

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

3.95 *Delete Section 11.3.10 and substitute the following:*

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

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3.96 *Delete Section 11.4.1 and substitute the following:*

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

3.97 *Delete Section 11.4.2 and substitute the following:*

11.4.2 The Performance and Labor and Material Payment Bonds shall:

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

3.98 *Add the following Sections 11.4.3 and 11.4.4:*

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

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

3.99 *Delete Section 12.1.1 and substitute the following:*

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

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

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

unless otherwise provided in the Contract Documents.

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

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

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3.103 *Delete Section 13.1 and substitute the following:*

13.1 GOVERNING LAW

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

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

13.2 SUCCESSORS AND ASSIGNS

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

3.105 *Delete Section 13.3 and substitute the following:*

13.3 WRITTEN NOTICE

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

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

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

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

Unless expressly provided otherwise,

3.107 *Add the following Section 13.4.3:*

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

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

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3.108 *Delete Section 13.6 and substitute the following:*

13.6 INTEREST

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

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

3.110 *Add the following Sections 13.8 through 13.16:*

13.8 PROCUREMENT OF MATERIALS BY OWNER

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

13.9 INTERPRETATION OF BUILDING CODES

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

13.10 MINORITY BUSINESS ENTERPRISES

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

13.11 SEVERABILITY

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

13.12 ILLEGAL IMMIGRATION

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

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13.13 SETOFF

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

13.14 DRUG-FREE WORKPLACE

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

13.15 FALSE CLAIMS

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

13.16 NON-INDEMNIFICATION:

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

3.111 *Delete Section 14.1.1 and substitute the following:*

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

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

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

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

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

3.114 *Delete Section 14.2.1 and substitute the following:*

14.2.1 The Owner may terminate the Contract if the Contractor

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

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

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

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

3.117 *Add the following Section 14.2.5:*

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

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

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

3.119 *Delete Section 14.4.1 and substitute the following:*

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

3.120 *Delete Section 14.4.2 and substitute the following:*

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

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

3.121 *Delete Section 14.4.3 and substitute the following:*

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

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

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

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

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

14.5 CANCELLATION AFTER AWARD BUT PRIOR TO PERFORMANCE

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

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

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

3.124 *Delete Section 15.1.2 and substitute the following:*

15.1.2 NOTICE OF CLAIMS

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

3.125 *Delete Section 15.1.3 and substitute the following:*

15.1.3 CONTINUING CONTRACT PERFORMANCE

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

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

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

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

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

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3.128 *Delete Section 15.1.6 and substitute the following:*

15.1.6 CLAIMS FOR LISTED DAMAGES

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

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

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

3.129 *Add the following Section 15.1.7:*

15.1.7 WAIVER OF CLAIMS AGAINST THE ARCHITECT

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

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

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

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

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

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

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

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

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

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

15.6 DISPUTE RESOLUTION

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

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

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

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

15.6.5 SERVICE OF PROCESS

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

3.132 Add the following Article 16:

ARTICLE 16 PROJECT-SPECIFIC REQUIREMENTS AND INFORMATION

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

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

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

Remarks: _____

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

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

None

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

Refer to Section 01780.

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

Refer to Section 01300.

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

Contractor is responsible for furnishing restroom facilities. USC will assist
with laydown space and parking as needed.

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

None.

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

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. Fraternization between Contractor's employees and USC students, faculty or staff is strictly prohibited-zero tolerance!
3. USC will not tolerate rude, abusive or degrading behavior on the job site. Heckling and cat-calling directed toward students, faculty or staff or any other person on USC property is strictly prohibited. Any contractor whose employees violate this requirement will be assessed a fine of up to \$500 per violation.
4. Contractor's employees must adhere to the University's policy of maintaining a drug-free and smoke-free/tobacco free workplace.
5. Contractor must sign a Contractor Key Receipt/Return form before any keys are issued. Keys must be returned immediately upon the completion of the work. The Contractor will bear the cost of any re-keying necessary due to the loss of or failure to return keys.
6. A welding permit must be issued by the University Fire Marshall before any welding can begin inside a building. Project Manager will coordinate.
7. Contractor must notify the University immediately upon the discovery of suspect material such as those potentially containing asbestos or other such hazardous materials. These materials **must not** be disturbed until approved by the USC Project Manager.
8. At the beginning of the project, the USC Project Manager will establish the Contractor's lay-down area. This area will also be used for the Contractor's work vehicles. No personal vehicles will be allowed in this area, or in any areas surrounding the construction site that are not regular or authorized parking lots. Personal vehicles must be parked in the perimeter parking lots. Parking permits can be obtained at the USC Parking Office located in the Pendleton Street parking garage. The lay down area will be clearly identified to the contractor by the PM, with a sketch or drawing provided to Parking. In turn, the contractor will mark off this area with a sign containing the project name, PM name, Contractor name and contact number, and end date. Where this area is subject to foot traffic, protective barriers will be provided as specified by the PM. The area will be maintained in a neat and orderly fashion. Vehicles parked in the lay down area (or designated parking areas) will be clearly marked or display a CPC furnished placard for identification.
9. Contractor will be responsible for providing its own temporary toilet facilities, unless prior arrangements are made with the USC Project Manager.
10. Use of USC communications facilities (telephones, computers, etc.) by the Contractor is prohibited, unless prior arrangements are made with the USC Project Manager.

Updated: July 15, 2011

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 one (1) 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.
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.

Project Name: 350 Wayne Fire Protection Upgrades

Project Number: # H27-Z099

University of South Carolina

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 _____

Performance Bond

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

Name: _____

Address: _____

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

Name: _____

Address: _____

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

Name: University of South Carolina

Address: 743 Greene Street
Columbia SC, 29208

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

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

State Project Name: 350 Wayne Fire Protection Upgrades

State Project Number: H27-Z099

Brief Description of Awarded Work, as found on the SE-330, Bid Form: The project consists of installation of a new fire protection sprinkler system in the existing warehouse facility.

Minor expansion to the existing fire alarm system to accommodate fire sprinkler system devices is also included

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

Name: GMK Associates

Address: 1201 Main Street, Suite 2100
Columbia SC, 29201

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

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

State Project Name: 350 Wayne Fire Protection Upgrades

State Project Number: H27-Z099

Brief Description of Awarded Work, as found on the SE-330, Bid Form: The project consists of installation of a new fire protection sprinkler system in the existing warehouse facility.

Minor expansion to the existing fire alarm system to accommodate fire sprinkler system devices is also included

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

Name: GMK Associates

Address: 1201 Main Street, Suite 2100
Columbia SC, 29201

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 _____, 20____ 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 01066 - INTERIM LIFE SAFETY MEASURES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Interim Life Safety Measures

1.02 SUBMITTALS

- A. See Section 01300 - Administrative Requirements, for submittal procedures.
- B. Submit a written plan indicating that Interim Life Safety Measures (ILSM) have been addressed and shall be enforced, within two weeks of Notice to Proceed .

1.03 PROCEDURES

- A. The Interim Life Safety Measures shall:
 - 1. Ensure that exits provide free and unobstructed egress. Personnel shall receive training if alternative exits are designated. Buildings and areas under construction shall have maintained escape facilities for the Contractor's work forces at all times. Means of egress in construction areas shall be inspected daily.
 - 2. Ensure the fire alarm, detection, and suppression systems are properly functioning and are not impaired.
 - 3. Ensure that temporary construction partitions are smoke tight and built of noncombustible materials that will not contribute to the development or spread of fire.
 - 4. Provide additional fire-fighting equipment and use training for personnel.
 - 5. Prohibit smoking in or adjacent to construction areas.
 - 6. Develop and enforce storage, housekeeping, and debris removal practices that reduce the flammable and combustible fire load of the building to the lowest level necessary for daily operations.
 - 7. Conducting a minimum of two fire drills per shift per quarter.
 - 8. Increase "hazard surveillance" of buildings, grounds and equipment with special attention to excavations, construction areas, construction storage, and field offices.
 - 9. Train personnel when structural or compartmentalize features of fire safety are compromised.
 - 10. Conduct organization-wide safety education programs to ensure awareness of Life Safety Code deficiencies, construction hazards, and these requirements.

END OF SECTION

SECTION 01200 - PRICE AND PAYMENT PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Procedures for preparation and submittal of applications for progress payments.
- B. Documentation of changes in Contract Sum and Contract Time.
- C. Coordinate the Schedule of Values and Applications for Payment with the Contractor's Construction Schedule, List of Subcontracts, and Submittal Schedule.
- D. The Contractor's Construction Schedule and Submittal Schedule are included in other sections of Division 1.
- E. See also the payment requirements in Supplementary Conditions.
- F. Change procedures.
- G. Correlation of Contractor submittals based on changes.
- H. Procedures for preparation and submittal of application for final payment.

1.02 SCHEDULE OF VALUES

- A. Form to be used: AIA G703 - 1992.
- B. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit sample to Architect for approval.
- C. Forms filled out by hand will not be accepted.
- D. Submit Schedule of Values in duplicate within 21 days after date of Owner-Contractor Agreement.
- E. Format: Utilize the Table of Contents of this Project Manual. Identify each line item with number and title of the specification Section. Identify site mobilization and bonds and insurance.
 - 1. Provide minimum of 1% of the Construction Cost for Project Record Drawings.
 - 2. Provide minimum of 1% of the Construction Cost for Operating and Maintenance Data.
 - 3. Provide a breakdown of the Contract Sum in sufficient detail to facilitate continued evaluation of Applications for Payment and progress reports. Break principal subcontract amounts down into several line items.
- F. Correlate line items in the Schedule of Values with other required administrative schedules and forms, including:
 - 1. Contractor's construction schedule.
 - 2. Application for Payment form.
 - 3. List of Subcontractors.
 - 4. List of principal suppliers and fabricators.
 - 5. Schedule of submittals.
- G. Sub-Schedules: Where the Work is separated into phases that require separately phased payments, provide sub-schedules showing values correlated with each phase of payment.
- H. Identification: Include the following Project identification on the Schedule of Values:

UNIVERSITY OF SOUTH CAROLINA
350 WAYNE -
FIRE PROTECTION UPGRADES
COLUMBIA, SC

STATE PROJECT # H27-Z099
A/E PROJECT # 13016.01

1. Project name and location.
 2. Name of the Architect.
 3. Contractor's name and address.
 4. Date of submittal.
- I. Round amounts off to the nearest whole dollar; the total shall equal the Contract Sum.
 - J. Include within each line item, a direct proportional amount of Contractor's overhead and profit.
 - K. For each part of the Work where an Application for Payment may include materials or equipment, purchased or fabricated and stored, but not yet installed, provide separate line items on the Schedule of Values for initial cost of the materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
 - L. Margins of Cost: Show line items for indirect costs, and margins on actual costs, only to the extent that such items will be listed individually in Applications for Payment. Each item in the Schedule of Values and Applications for Payment shall be complete including its total cost and proportionate share of general overhead and profit margin.
 - M. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown as separate line items in the Schedule of Values.
 - N. Revise schedule to list approved Change Orders, with each Application For Payment.

1.03 APPLICATIONS FOR PROGRESS PAYMENTS

- A. Payment Period: Submit at intervals stipulated in the Agreement.
- B. Form to be used: AIA G702-1992.
- C. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit sample to Architect for approval.
- D. Forms filled out by hand will not be accepted.
- E. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of the first Application for Payment include the following:
 1. List of Subcontractors.
 2. List of principal suppliers and fabricators.
 3. Schedule of Values.
 4. Contractor's Construction Schedule (preliminary if not final).
 5. Schedule of principal products.
 6. Submittal Schedule (preliminary if not final).
 7. List of Contractor's staff assignments.
 8. List of Contractor's principal consultants.
 9. Copies of building permits.
 10. Copies of authorizations and licenses from governing authorities for performance of the Work.
 11. Initial progress report.
 12. Report of pre-construction meeting.
 13. Certificates of insurance and insurance policies.
 14. Performance and payment bonds (if required).
 15. Data needed to acquire Owner's insurance.
 16. Initial settlement survey and damage report, if required.

- F. For each item, provide a column for listing each of the following:
 - 1. Item Number.
 - 2. Description of work.
 - 3. Scheduled Values.
 - 4. Previous Applications.
 - 5. Work in Place and Stored Materials under this Application.
 - 6. Authorized Change Orders.
 - 7. Total Completed and Stored to Date of Application.
 - 8. Percentage of Completion.
 - 9. Balance to Finish.
 - 10. Retainage.
- G. Execute certification by signature of authorized officer.
 - 1. Incomplete applications will be returned without action.
- H. Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of work performed and for stored Products.
- I. List each authorized Change Order as a separate line item, listing Change Order number and dollar amount as for an original item of Work.
- J. Submit three copies of each Application for Payment.
- K. Waiver Forms: Submit waivers of lien on forms, and executed in a manner, acceptable to Owner.
- L. Include the following with the application:
 - 1. Transmittal letter as specified for Submittals in Section 01300.
 - 2. Construction progress schedule, revised and current as specified in Section 01325.
 - 3. Affidavits attesting to off-site stored products.
- M. Waiver Delays: Submit each Application for Payment with the Contractor's waiver of mechanics lien for the period of construction covered by the application.
- N. When an application shows completion of an item, submit final or full waivers.
- O. When Architect requires substantiating information, submit data justifying dollar amounts in question. Provide one copy of data with cover letter for each copy of submittal. Show application number and date, and line item by number and description.
- P. Application for Payment at Substantial Completion: Following issuance of the Certificate of Substantial Completion, submit an Application for Payment; this application shall reflect any Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- Q. Administrative actions and submittals that shall proceed or coincide with this application include:
 - 1. Occupancy permits and similar approvals.
 - 2. Warranties (guarantees) and maintenance agreements.
 - 3. Test/adjust/balance records.
 - 4. Meter readings.
 - 5. Start-up performance reports.
 - 6. Change-over information related to Owner's occupancy, use, operation and maintenance.
 - 7. Final cleaning.

8. Application for reduction of retainage, and consent of surety.
 9. Advice on shifting insurance coverages.
- R. List of incomplete Work, recognized as exceptions to Architect's Certificate of Substantial Completion.

1.04 MODIFICATION PROCEDURES

- A. Submit name of the individual authorized to receive change documents and who will be responsible for informing others in Contractor's employ or subcontractors of changes to the Contract Documents.
- B. For minor changes not involving an adjustment to the Contract Price or Contract Time, Architect will issue instructions directly to Contractor.
- C. For other required changes, Architect will issue a document signed by Owner instructing Contractor to proceed with the change, for subsequent inclusion in a Change Order.
 1. The document will describe the required changes and will designate method of determining any change in Contract Sum or Contract Time.
 2. Promptly execute the change.
- D. For changes for which advance pricing is desired, Architect will issue a document that includes a detailed description of a proposed change with supplementary or revised drawings and specifications, a change in Contract Time for executing the change with a stipulation of any overtime work required and the period of time during which the requested price will be considered valid. Contractor shall prepare and submit a fixed price quotation within 14 days.
- E. Contractor may propose a change by submitting a request for change to Architect, describing the proposed change and its full effect on the Work, with a statement describing the reason for the change, and the effect on the Contract Sum and Contract Time with full documentation and a statement describing the effect on Work by separate or other contractors. Document any requested substitutions in accordance with Section 01600.
- F. Computation of Change in Contract Amount: As specified in the Agreement and Conditions of the Contract.
 1. For change requested by Architect for work falling under a fixed price contract, the amount will be based on Contractor's price quotation.
 2. For change requested by Contractor, the amount will be based on the Contractor's request for a Change Order as approved by Architect.
 3. For pre-determined unit prices and quantities, the amount will be based on the fixed unit prices.
 4. For change ordered by Architect without a quotation from Contractor, the amount will be determined by Architect based on the Contractor's substantiation of costs as specified for Time and Material work.
- G. Substantiation of Costs: Provide full information required for evaluation.
 1. Provide following data:
 - a. Quantities of products, labor, and equipment.
 - b. Taxes, insurance, and bonds.
 - c. Overhead and profit.
 - d. Justification for any change in Contract Time.
 - e. Credit for deletions from Contract, similarly documented.
 2. Support each claim for additional costs with additional information:

- a. Origin and date of claim.
 - b. Dates and times work was performed, and by whom.
 - c. Time records and wage rates paid.
 - d. Invoices and receipts for products, equipment, and subcontracts, similarly documented.
3. For Time and Material work, submit itemized account and supporting data after completion of change, within time limits indicated in the Conditions of the Contract.
- H. Execution of Change Orders: Architect will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.
- I. After execution of Change Order, promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Sum.
- J. Promptly revise progress schedules to reflect any change in Contract Time, revise sub-schedules to adjust times for other items of work affected by the change, and resubmit.
- K. Promptly enter changes in Project Record Documents.

1.05 APPLICATION FOR FINAL PAYMENT

- A. Submit final Application for Payment with or preceded by final waivers from every entity involved with performance of Work covered by the application who could lawfully be entitled to a lien.
- B. Prepare Application for Final Payment as specified for progress payments, identifying total adjusted Contract Sum, previous payments, and sum remaining due.
- C. Final Payment Application: Administrative actions and submittals which must precede or coincide with submittal of the final payment Application for Payment include the following:
1. Completion of Project closeout requirements.
 2. Completion of items specified for completion after Substantial Completion.
 3. Assurance that unsettled claims will be settled.
 4. Assurance that Work not complete and accepted will be completed without undue delay.
 5. Transmittal of required Project construction records to Owner.
 6. Certified property survey.
 7. Proof that taxes, fees and similar obligations have been paid.
 8. Removal of temporary facilities and services.
 9. Removal of surplus materials, rubbish and similar elements.
 10. Change of door locks to Owner's access.
- D. Application for Final Payment will not be considered until the following have been accomplished:
1. All closeout procedures specified in Section 01700.

END OF SECTION

SECTION 01300 - ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Preconstruction meeting.
- B. Progress meetings.
- C. Construction progress schedule.
- D. Submittals for review, information, and project closeout.
- E. Number of copies of submittals.
- F. Submittal procedures.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PRECONSTRUCTION MEETING

- A. Architect will schedule a meeting after Notice of Award.
- B. Attendance Required:
 - 1. Owner.
 - 2. Architect.
 - 3. Contractor.
- C. Agenda:
 - 1. Execution of Owner-Contractor Agreement.
 - 2. Submission of executed bonds and insurance certificates.
 - 3. Distribution of Contract Documents.
 - 4. Submission of list of Subcontractors, list of Products, schedule of values, and progress schedule.
 - 5. Designation of personnel representing the parties to Contract, Owner, and Architect.
 - 6. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
 - 7. Scheduling.
- D. Contractor to record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

3.02 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the Work at maximum weekly intervals on day and time convenient for all parties involved.
- B. Make arrangements for meetings, prepare agenda with copies for participants prior to meetings, preside at meetings.
- C. Attendance Required: Job superintendent, major Subcontractors and suppliers as appropriate to agenda topics for each meeting. The Architect and Owner may attend.
- D. Agenda:
 - 1. Review minutes of previous meetings.

2. Review of Work progress.
3. Field observations, problems, and decisions.
4. Identification of problems that impede, or will impede, planned progress.
5. Review of submittals schedule and status of submittals.
6. Review of status of Request for Information (RFI).
7. Review of status of Architectural Supplemental Instructions (ASI).
8. Review of status of proposal requests (PR).
9. Review of status of Change Orders (CO).
10. Review of off-site fabrication and delivery schedules.
11. Maintenance of progress schedule.
12. Corrective measures to regain projected schedules.
13. Planned progress during succeeding work period.
14. Coordination of projected progress.
15. Maintenance of quality and work standards.
16. Effect of proposed changes on progress schedule and coordination.
17. Other business relating to Work.

- E. Record minutes and distribute copies within five days after meeting to participants, with three copies to Architect, one copy to Owner, participants, and those affected by decisions made.

3.03 CONSTRUCTION PROGRESS SCHEDULE

3.04 SUBMITTALS FOR REVIEW

- A. When the following are specified in individual sections, submit them for review:
1. Product data.
 - a. When product data submittals are prepared specifically for this project (in the absence of standard printed information) submit such information as shop drawings and not as product data submittals.
 - b. Content:
 - 1) Identify the particular product being submitted; submit only pertinent pages.
 - 2) Show compliance with properties specified.
 - 3) Identify which options and accessories are applicable.
 - 4) Show compliance with the specific standards referenced.
 - 5) Show compliance with specified testing agency listings; show the limitations of their labels or seals, if any.
 - 6) Identify dimensions which have been verified by field measurement.
 - 7) Show special coordination requirements for the product.
 2. Shop drawings.
 - a. Original drawings, prepared by Contractor, Subcontractor, supplier or distributor, which illustrate portion of the work, showing fabrication, layout, setting and erection details.
 - b. Do not reproduce the Contract Drawings for the shop drawing submittals. Electronic media of the Construction Documents are not available for the Contractor's Subcontractor's, or material suppliers use.
 - c. Identify details by reference to drawing sheet number(s) and pertinent detail number(s).
 - d. Shop drawings shall not include the phrase by others, except when relating to materials, products or equipment not included under the total Contract.
 3. Samples.
 - a. Provide samples that are the same as proposed product.

- b. Where products are to match a sample prepared by other entities, prepare sample to match.
 - c. Preparation:
 - 1) Attach a description to each sample.
 - 2) Attach name of manufacturer or source to each sample.
 - 3) Where compliance with specified properties is required, attach documentation showing compliance.
 - 4) Where selection is required, the first submittal may be a single set of all options; after return of submittal with selection indicated, submit standard number of sets of selected item.
 - d. Keep final sample set(s) at the project site, available for use during progress of the work.
 - e. Contractor shall be responsible for submitting all interior and exterior materials samples that require a color and/or finish selection or is required to be part of a mock up assembly at the same time. The Contractor shall include the color, finish, material selection schedule in the shop drawing submittal schedule. The Architect will provide final color, finish, and material selections only when they have all been submitted by the Contractor.
- B. Submit to Architect for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
- C. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below and for record documents purposes described in Section 01780 - CLOSEOUT SUBMITTALS.

3.05 SUBMITTALS FOR INFORMATION

- A. When the following are specified in individual sections, submit them for information:
- 1. Design data.
 - 2. Certificates.
 - 3. Test reports.
 - 4. Inspection reports.
 - 5. Manufacturer's instructions.
 - 6. Manufacturer's field reports.
 - 7. Other types indicated.
- B. Submit for Architect's knowledge as contract administrator or for Owner. No action will be taken.

3.06 SUBMITTALS FOR PROJECT CLOSEOUT

- A. When the following are specified in individual sections, submit them at project closeout:
- 1. Project record documents.
 - 2. Operation and maintenance data.
 - 3. Warranties.
 - 4. Bonds.
 - 5. Other types as indicated.
- B. Submit for Owner's benefit during and after project completion.

3.07 NUMBER OF COPIES OF SUBMITTALS

- A. Documents for Review:

1. Small Size Sheets, Not Larger Than 8-1/2 x 11 inches: Submit the number of copies that Contractor requires, plus two copies that will be retained by Architect.
 2. Larger Sheets, Not Larger Than 30x42 inches: Submit the number of opaque reproductions that Contractor requires, plus two copies that will be retained by Architect.
- B. Documents for Information: Submit two copies.
- C. Documents for Project Closeout: Make one reproduction of submittal originally reviewed. Submit one extra of submittals for information.
- D. Samples: Submit the number specified in individual specification sections; one of which will be retained by Architect.
1. After review, produce duplicates.
 2. Retained samples will not be returned to Contractor unless specifically so stated.

3.08 SUBMITTAL PROCEDURES

- A. Transmit each submittal with AIA Form G810, in duplicate.
1. Submittals received without a transmittal form will be returned without review or action.
 2. Fill out a separate transmittal form for each submittal; also include the following:
 - a. Other relevant information.
 - b. Requests for additional information.
 3. Sequentially number the transmittal form. Revise submittals with original number and a sequential alphabetic suffix.
- B. Identify Project name and numbers, Contractor's, Subcontractor's or supplier's name and address, Architect's name and address, Manufacturer's name ; pertinent drawing and detail number, and specification section number, as appropriate on each copy.
- C. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of Products required, field dimensions, quantities, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents.
1. Contractor's responsibility regarding errors and omissions in submittals is not relieved by Architect's review of submittals.
 2. Contractor's responsibility regarding deviations in submittals from requirements of Contract Documents is not relieved by Architect's review submittals, unless Architect gives written acceptance of specific deviations as approved by Owner.
 3. When work is directly related and involves more than one trade, shop drawings shall be coordinated by the submitting Contractor/Subcontractor with other trades prior submission and related work submitted under one cover.
 - a. After shop drawing has been submitted for review, no changes may be made to that Drawing other than changes resulting from review notes made by the Architect unless such changes are clearly identified and circled before being resubmitted. Any failure to comply with this requirement shall nullify and invalidate the Architect's review.
 4. Submittals without Contractor's stamp of review will not be reviewed and will be returned for resubmission.
- D. Submittals will be accepted from the Contractor only. Submittals received from other entities will be returned without review or action.
- E. Do not submit substitute items that have not been approved by means of the procedure specified elsewhere.
- F. Do not include requests for substitution (either direct or indirect) on submittals; comply with

procedures for substitutions specified elsewhere.

- G. Deliver submittals to Architect at business address.
- H. Schedule submittals to expedite the Project, and coordinate submission of related items.
 - 1. Prepare and submit, in accordance with the approved Project Construction Schedule, a separate document listing dates by which shop drawings, product data and samples must be submitted for each material, product or equipment item requiring submittal.
 - 2. The schedule shall reflect an orderly sequence so as to cause no delay in the Work.
 - 3. Coordinate submittals and activities that must be performed in sequence, so that the Architect has enough information to properly review the submittals.
 - 4. Coordinate submittals of different types for the same product or system so that the Architect has enough information to properly review each submittal.
 - 5. The dates indicated shall allow reasonable time for the review process of checking, correcting and resubmitting and reasonable time for procurement.
 - 6. No extension of time will be granted to the Contractor/Subcontractor because of failure to expeditiously submit shop drawings and samples in reasonable time to allow for review process.
 - 7. For each submittal for review, allow 15 days excluding delivery time to and from the Contractor. Architect shall review with reasonable promptness.
- I. Identify variations from Contract Documents and Product or system limitations that may be detrimental to successful performance of the completed Work.
- J. Provide space for Contractor and Architect review stamps. Submittals to receive Architect's action marking: Provide blank space on the label or on the submittal itself for action marking; 4 inches wide by 6 inches high.
- K. Do not commence work which requires review of any submittals until receipt of returned submittals with an acceptable action.
 - 1. Stamped Reviewed, no corrections or resubmissions required, fabrication may proceed.
 - 2. Stamped Revise and Resubmit.
 - a. If Contractor/Subcontractor complies with noted corrections, fabrication may proceed.
 - 3. If for any reason the Contractor/Subcontractor cannot comply with the noted corrections, fabrication shall not proceed and Contractor/Subcontractor shall resubmit, following procedures outlined herein before.
 - 4. Stamped Revise and Resubmit or Resubmit.
 - a. Contractor/Subcontractor shall revise and resubmit for review. Fabrication shall not proceed.
- L. When revised for resubmission, identify all changes made since previous submission.
- M. Distribute reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.
- N. Submittals not requested will not be recognized or processed.

END OF SECTION

SECTION 01400 - QUALITY REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. References and standards.
- B. Mock-ups.
- C. Control of installation.
- D. Tolerances.
- E. Testing and inspection services.
- F. Manufacturers' field services.

1.02 REFERENCE STANDARDS

- A. ASTM C1021 - Standard Practice for Laboratories Engaged in Testing of Building Sealants; 2008.
- B. ASTM C 1077 - Standard Practice for Laboratories Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Laboratory Evaluation; 2009.
- C. ASTM C1093 - Standard Practice for Accreditation of Testing Agencies for Masonry; 2009.
- D. ASTM D 3740 - Standard Practice for Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction; 2008.
- E. ASTM E 329 - Standard Specification for Agencies Engaged Construction Inspection and/or Testing; 2009.
- F. ASTM E543 - Standard Specification for Agencies Performing Nondestructive Testing; 2009.

1.03 SUBMITTALS

- A. Testing Agency Qualifications:
 - 1. Prior to start of Work, submit agency name, address, and telephone number, and names of full time registered Engineer and responsible officer.
 - 2. Submit copy of report of laboratory facilities inspection made by NIST Construction Materials Reference Laboratory during most recent inspection, with memorandum of remedies of any deficiencies reported by the inspection.
- B. Design Data: Submit for Architect's knowledge as contract administrator for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents, or for Owner's information.
- C. Test Reports: After each test/inspection, promptly submit two copies of report to Architect and to Contractor.
 - 1. Include:
 - a. Date issued.
 - b. Project title and number.
 - c. Name of inspector.
 - d. Date and time of sampling or inspection.

- e. Identification of product and specifications section.
 - f. Location in the Project.
 - g. Type of test/inspection.
 - h. Date of test/inspection.
 - i. Results of test/inspection.
 - j. Conformance with Contract Documents.
 - k. When requested by Architect, provide interpretation of results.
- D. Certificates: When specified in individual specification sections, submit certification by the manufacturer and Contractor or installation/application subcontractor to Architect, in quantities specified for Product Data.
- 1. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- E. Manufacturer's Instructions: When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, for the Owner's information. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.
- F. Manufacturer's Field Reports: Submit reports for Architect's benefit as contract administrator or for Owner.
- 1. Submit report within 10 days of observation to Architect for information.
 - 2. Submit for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.
- G. Erection Drawings: Submit drawings for Architect's benefit as contract administrator or for Owner.
- 1. Submit for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.

1.04 REFERENCES AND STANDARDS

- A. For products and workmanship specified by reference to a document or documents not included in the Project Manual, also referred to as reference standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard of date of issue current on date of Contract Documents, except where a specific date is established by applicable code.
- C. Obtain copies of standards where required by product specification sections.
- D. Maintain copy at project site during submittals, planning, and progress of the specific work, until Substantial Completion.
- E. Should specified reference standards conflict with Contract Documents, request clarification from Architect before proceeding.
- F. Neither the contractual relationships, duties, or responsibilities of the parties in Contract nor those of Architect shall be altered from the Contract Documents by mention or inference otherwise in any reference document.

1.05 TESTING AND INSPECTION AGENCIES

- A. As indicated in individual specification sections, Owner or Contractor shall employ and pay for services of an independent testing agency to perform other specified testing.

- B. Employment of agency in no way relieves Contractor of obligation to perform Work in accordance with requirements of Contract Documents.
- C. Contractor Employed Agency:
 - 1. Testing agency: Comply with requirements of ASTM E 329, ASTM E 548, ASTM E 543, ASTM C 1021, ASTM C 1077, and ASTM C 1093.
 - 2. Inspection agency: Comply with requirements of ASTM D3740, ASTM E329, and ASTM E548.
 - 3. Laboratory: Authorized to operate in South Carolina.
 - 4. Laboratory Staff: Maintain a full time registered Engineer on staff to review services.
 - 5. Testing Equipment: Calibrated at reasonable intervals either by NIST or using an NIST established Measurement Assurance Program, under a laboratory measurement quality assurance program.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect before proceeding.
- D. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Have Work performed by persons qualified to produce required and specified quality.
- F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.

3.02 MOCK-UPS

- A. Tests will be performed under provisions identified in this section and identified in the respective product specification sections.
- B. Assemble and erect specified items with specified attachment and anchorage devices, flashings, seals, and finishes.
- C. Accepted mock-ups shall be a comparison standard for the remaining Work.
- D. Where mock-up has been accepted by Architect and is specified in product specification sections to be removed, remove mock-up and clear area when directed to do so.

3.03 TOLERANCES

- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.

- B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Architect before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

3.04 TESTING AND INSPECTION

- A. See individual specification sections for testing required.
- B. Testing Agency Duties:
 - 1. Test samples of mixes submitted by Contractor.
 - 2. Provide qualified personnel at site. Cooperate with Architect and Contractor in performance of services.
 - 3. Perform specified sampling and testing of products in accordance with specified standards.
 - 4. Ascertain compliance of materials and mixes with requirements of Contract Documents.
 - 5. Promptly notify Architect and Contractor of observed irregularities or non-conformance of Work or products.
 - 6. Perform additional tests and inspections required by Architect.
 - 7. Submit reports of all tests/inspections specified.
- C. Limits on Testing/Inspection Agency Authority:
 - 1. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.
 - 2. Agency may not approve or accept any portion of the Work.
 - 3. Agency may not assume any duties of Contractor.
 - 4. Agency has no authority to stop the Work.
- D. Contractor Responsibilities:
 - 1. Deliver to agency at designated location, adequate samples of materials proposed to be used that require testing, along with proposed mix designs.
 - 2. Cooperate with laboratory personnel, and provide access to the Work and to manufacturers' facilities.
 - 3. Provide incidental labor and facilities:
 - a. To provide access to Work to be tested/inspected.
 - b. To obtain and handle samples at the site or at source of Products to be tested/inspected.
 - c. To facilitate tests/inspections.
 - d. To provide storage and curing of test samples.
 - 4. Notify Architect and laboratory 24 hours prior to expected time for operations requiring testing/inspection services.
 - 5. Employ services of an independent qualified testing laboratory and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
 - 6. Arrange with Owner's agency and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
- E. Re-testing required because of non-conformance to specified requirements shall be performed by the same agency on instructions by Architect.
- F. Re-testing required because of non-conformance to specified requirements shall be paid for by Contractor.

3.05 MANUFACTURERS' FIELD SERVICES

- A. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of

surfaces and installation, quality of workmanship, start-up of equipment, test, adjust and balance of equipment as applicable, and to initiate instructions when necessary.

- B. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

3.06 DEFECT ASSESSMENT

- A. Replace Work or portions of the Work not conforming to specified requirements.
- B. If, in the opinion of Architect, it is not practical to remove and replace the Work, Architect will direct an appropriate remedy or adjust payment.

END OF SECTION

SECTION 01500 - TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Temporary utilities.
- B. Temporary telephone and facsimile service.
- C. Temporary sanitary facilities.
- D. Temporary Controls: Barriers, enclosures, and fencing.
- E. Security requirements.
- F. Vehicular access and parking.
- G. Waste removal facilities and services.
- H. Lay-Down and Staging areas
- I. Locking and Tagging Existing Equipment
- J. Campus Smoking Policy

1.02 SUBMITTALS

- A. Implementation and Termination Schedule: Submit a schedule indicating implementation and termination of each temporary utility connection within 10 days of the date established for commencement of the Work.

1.03 QUALITY ASSURANCE

- A. Regulations: Comply with industry standards and applicable laws and regulations if authorities having jurisdiction, including but not limited to:
 - 1. Building Code requirements.
 - 2. Health and safety regulations.
 - 3. Utility company regulations.
 - 4. Police, Fire Department and Rescue Squad rules.
 - 5. Environmental protection regulations.
- B. Standards: Comply with NFPA Code 241, "Building Construction and Demolition Operations", ANSI-A10 Series standards for "Safety Requirements for Construction and Demolition", and NECA Electrical Design Library, "Temporary Electrical Facilities."
- C. Electrical Service: Comply with NEMA, NECA and UL standards and regulations for temporary electric service. Install service in compliance with National Electric Code (NFPA 70).
- D. Inspections: Arrange for authorities having jurisdiction to inspect and test each temporary utility before use. Obtain required certifications and permits.

1.04 PROJECT CONDITIONS

- A. Temporary Utilities: Prepare a schedule indicating dates for implementation and termination of each temporary utility connection. At the earliest feasible time, when acceptable to the Owner, change over from use of temporary service to use of the permanent service.

1.05 EQUIPMENT

- A. General: Provide new equipment; if acceptable to the Architect, undamaged, previously used equipment in serviceable condition may be used. Provide equipment suitable for use intended.
- B. Electrical Outlets: Provide properly configured NEMA polarized outlets to prevent insertion of 110-120 volt plugs into higher voltage outlets. Provide receptacle outlets equipped with ground-fault circuit interrupters, reset button and pilot light, for connection of power tools and equipment.
- C. Electrical Power Cords: Provide grounded extension cords; use "hard-service" cords where exposed to abrasion and traffic. Provide waterproof connectors to connect separate lengths of electric cords, if single lengths will not reach areas where construction activities are in progress.
- D. Lamps and Light Fixtures: Provide general service incandescent lamps of wattage required for adequate illumination. Provide guard cages or tempered glass enclosures, where exposed to breakage. Provide exterior fixtures where exposed to moisture.
- E. Heating Units: Provide temporary heating units that have been tested and labeled by UL, FM or another recognized trade association related to the type of fuel being consumed.
- F. First Aid Supplies: Comply with governing regulations. All accidents or injuries shall be reported to Owner.
- G. Fire Extinguishers: Provide hand-carried, portable UL-rated, class "A" fire extinguishers for temporary offices and similar spaces. In other locations provide hand-carried, portable, UL-rated, class "ABC" dry chemical extinguishers, or a combination of extinguishers of NFPA recommended classes for the exposures.
- H. Comply with NFPA 10 and 241 for classification, extinguishing agent and size required by location and class of fire exposure.
- I. Conditions of Use: Keep temporary services and facilities clean and neat in appearance. Operate in a safe and efficient manner. Take necessary fire prevention measures. Do not overload facilities, or permit them to interfere with progress. Do not allow hazardous dangerous or unsanitary conditions, or public nuisances to develop or persist on the site

1.06 TEMPORARY UTILITIES

- A. Power:
 - 1. The contractor will be responsible for furnishing and installing all temporary power to the areas as needed and/or required other than the normal power that is in the building.
 - 2. The contractor can use existing receptacles for construction purposes. Any power requirements in excess of the existing receptacles is to be provided by the contractor.
 - 3. All temporary electrical work shall be furnished by the contractor as a "Means and Methods" condition. The plans do not show any design for the contractor's temporary power requirements.
- B. Water is available in the existing facility.

1.07 TELEPHONE and EMAIL SERVICE

- A. Provide, maintain, and pay for telephone and email service at time of project mobilization.
- B. Telecommunications services shall include:
 - 1. Email: Account/address reserved for project use.

2. Facsimile Service: Minimum of one dedicated fax machine/printer, with dedicated phone line.

1.08 TEMPORARY SANITARY FACILITIES

- A. Provide and maintain required facilities and enclosures. Provide at time of project mobilization.
 1. The location for the temporary facilities will be determined by the Owner.
- B. Use of existing facilities is not permitted as directed by Owner.
- C. Maintain daily in clean and sanitary condition.

1.09 BARRIERS

- A. Provide barriers to prevent unauthorized entry to construction areas, to prevent access to areas that could be hazardous to workers or the public, to allow for owner's use of site and to protect existing facilities and adjacent properties from damage from construction operations and demolition.
- B. Provide barricades and covered walkways required by governing authorities for public rights-of-way and for public access to existing building.
- C. Provide protection for plants designated to remain. Replace damaged plants.
- D. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

1.10 EXTERIOR ENCLOSURES

- A. Provide temporary insulated weather tight closure of exterior openings to accommodate acceptable working conditions and protection for Products, to allow for temporary heating and maintenance of required ambient temperatures identified in individual specification sections, and to prevent entry of unauthorized persons. Provide access doors with self-closing hardware and locks.

1.11 SECURITY

- A. Provide security and facilities to protect Work, existing facilities, and Owner's operations from unauthorized entry, vandalism, or theft.
- B. Except for use of permanent fire protection as soon as available, do not change over from use of temporary security and protection facilities to permanent facilities until Substantial Completion, or longer as requested by the Architect.
- C. Temporary Fire Protection: Until fire protection needs are supplied by permanent facilities, install and maintain temporary fire protection facilities of the types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 10 "Standard for Portable Fire Extinguishers," and NFPA 241 "Standard for Safeguarding Construction, Alterations and Demolition Operations."
- D. Store combustible materials in containers in fire-safe locations
- E. Maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire protection facilities for fighting fires. Prohibit smoking in the building.
- F. Provide supervision of welding operations, combustion type temporary heating units, and similar sources of fire ignition.

- G. Security Enclosure and Lockup: Install substantial temporary enclosure of partially completed areas of construction. Provide locking entrances to prevent unauthorized entrance, vandalism, theft and similar violations of security.
- H. Environmental Protection: Provide protection, operate temporary facilities and conduct construction in ways and by methods that comply with environmental regulations, and minimize the possibility that air, might be contaminated or polluted, or that other undesirable effects might result.
- I. Coordinate with Owner's security program.

1.12 VEHICULAR ACCESS AND PARKING

- A. Comply with regulations relating to use of streets and sidewalks, access to emergency facilities, and access for emergency vehicles.
- B. Coordinate access and haul routes with governing authorities and Owner.
- C. Provide and maintain access to fire hydrants, free of obstructions.
- D. Existing on-site roads may be used for construction traffic unless otherwise indicated.
- E. Existing USC parking areas may be used for construction parking as directed by Owner.
- F. Do not allow vehicle parking on other undesignated existing site pavement areas.

1.13 WASTE REMOVAL AND BUILDING ACCESS DURING CONSTRUCTION

- A. Provide waste removal facilities and services as required to maintain the site in clean and orderly condition.
- B. Provide containers with lids. Remove trash from site periodically.
- C. If materials to be recycled or re-used on the project must be stored on-site, provide suitable non-combustible containers; locate containers holding flammable material outside the structure unless otherwise approved by the authorities having jurisdiction.
- D. The location for the debris dumpster will be determined by the Owner. USC will provide the parking spaces to the contractor for location of the dumpster.
- E. Debris shall not be removed during normal building hours.

1.14 LAY DOWN AND STAGING AREAS

- A. There are no available areas for contractor lay down and staging at the exterior perimeter of the building. All adjacent areas are parking and pedestrian areas with limited access.
- B. The Owner will allow use of the interior area of construction for storage of materials, equipment, etc. Storage must meet fire marshals requirements relative to stacking height and aisles (but not limited to those requirements) for safe egress of the space.
- C. The contractor is responsible for security of materials stored in the building.
- D. Coordinate locations with the Owner.

1.15 LOCKING AND TAGGING EQUIPMENT

- A. The contractor is responsible for locking and tagging air handler and other equipment as required to limit access to equipment which might effect construction activities.

- B. The contractor shall coordinate with the owner on locking and tagging plans.

1.16 CAMPUS SMOKING POLICY

- A. Smoking is prohibited on the USC Campus. Smoking is not allowed by construction personnel. Workers not complying with these requirements shall be subject to dismissal.

1.17 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, materials, prior to Substantial Completion inspection.
- B. Clean and repair damage caused by installation or use of temporary work.
- C. Restore existing facilities used during construction to original condition.
- D. Restore new permanent facilities used during construction to specified condition.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01600 - PRODUCT REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. General product requirements.
- B. Transportation, handling, storage and protection.
- C. Product option requirements.
- D. Substitution limitations and procedures.
- E. Procedures for Owner-supplied products.
- F. Maintenance materials, including extra materials, spare parts, tools, and software.

1.02 SUBMITTALS

- A. Proposed Products List: Submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
 - 1. Submit within 15 days after date of Agreement.
 - 2. For products specified only by reference standards, list applicable reference standards.
- B. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- C. Shop Drawing Submittals: Prepared specifically for this Project; indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- D. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
 - 1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.

PART 2 PRODUCTS

2.01 NEW PRODUCTS

- A. Provide new products unless specifically required or permitted by the Contract Documents.
- B. Wiring Terminations: Provide terminal lugs to match branch circuit conductor quantities, sizes, and materials indicated. Size terminal lugs to NFPA 70, include lugs for terminal box.
- C. Cord and Plug: Provide minimum 6 foot cord and plug including grounding connector for connection to electric wiring system. Cord of longer length is specified in individual specification sections.

2.02 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Use a product of one of the manufacturers named and meeting specifications, no options or substitutions allowed.

- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions:
Submit a request for substitution for any manufacturer not named.

2.03 MAINTENANCE MATERIALS

- A. Furnish extra materials, spare parts, tools, and software of types and in quantities specified in individual specification sections.
- B. Deliver to Project site; obtain receipt prior to final payment.

PART 3 EXECUTION

3.01 SUBSTITUTION PROCEDURES

- A. Instructions to Bidders specify time restrictions for submitting requests for substitutions during the bidding period. Comply with requirements specified in this section.
- B. Substitutions will not be considered when a product becomes unavailable through no fault of the Contractor.
- C. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents.
- D. A request for substitution constitutes a representation that the submitter:
 - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
 - 2. Will provide the same warranty for the substitution as for the specified product.
 - 3. Will coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to Owner.
 - 4. Waives claims for additional costs or time extension that may subsequently become apparent.
 - 5. Will reimburse Owner and Architect for review or redesign services associated with re-approval by authorities.
- E. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request, or when acceptance will require revision to the Contract Documents.
- F. Substitution Submittal Procedure:
 - 1. Submit three copies of request for substitution for consideration. Limit each request to one proposed substitution.
 - 2. Submit shop drawings, product data, and certified test results attesting to the proposed product equivalence. Burden of proof is on proposer.
 - 3. The Architect will notify Contractor in writing of decision to accept or reject request.
- G. Substitution Request Form:
 - 1. **SUBSTITUTIONS WILL BE CONSIDERED ONLY WHEN THE ATTACHED FORM IS COMPLETED AND INCLUDED WITH THE SUBMITTAL WITH ALL BACK-UP DATA.**

3.02 OWNER-SUPPLIED PRODUCTS

- A. See Section 01100 - Summary for identification of Owner-supplied products.
- B. Owner's Responsibilities:
 - 1. Arrange for and deliver Owner reviewed shop drawings, product data, and samples, to

- Contractor.
- 2. Arrange and pay for product delivery to site.
- 3. On delivery, inspect products jointly with Contractor.
- 4. Submit claims for transportation damage and replace damaged, defective, or deficient items.
- 5. Arrange for manufacturers' warranties, inspections, and service.
- C. Contractor's Responsibilities:
 - 1. Review Owner reviewed shop drawings, product data, and samples.
 - 2. Receive and unload products at site; inspect for completeness or damage jointly with Owner.
 - 3. Handle, store, install and finish products.
 - 4. Repair or replace items damaged after receipt.

3.03 TRANSPORTATION AND HANDLING

- A. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.
- B. Transport and handle products in accordance with manufacturer's instructions.
- C. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.
- D. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
- E. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.
- F. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

3.04 STORAGE AND PROTECTION

- A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication.
- B. Store and protect products in accordance with manufacturers' instructions.
- C. Store with seals and labels intact and legible.
- D. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to product.
- E. For exterior storage of fabricated products, place on sloped supports above ground.
- F. Provide bonded off-site storage and protection when site does not permit on-site storage or protection.
- G. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- H. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
- I. Prevent contact with material that may cause corrosion, discoloration, or staining.

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- J. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- K. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

END OF SECTION

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A/E PROJECT # 13016.01

SECTION 01601 - SUPPLEMENT A - SUBSTITUTION REQUEST FORM

TO:

Jeff Bernagozzi
GMK Associates, Inc.
1201 Main Street, Suite 2100
Columbia, South Carolina 29201
fax: 803.255.7243

We hereby submit for your consideration the following product instead of the specified item for the above project:

DRAWING NO. _____ DRAWING NAME _____

SPEC. SECT.	SPEC NAME	PARAGRAPH	SPECIFIED ITEM
_____	_____	_____	_____

Proposed Substitution: _____

Attached complete information on changes to Drawings and/or Specifications, which proposed substitution would require for its proper installation.

Submit with request necessary samples and substantiating data to prove equal quality and performance to that which is specified. Clearly mark manufacturer's literature to indicate equality in performance.

The undersigned certifies that the function, appearance and quality are of equal performance and assumes liability for equal performance, equal design and compatibility with adjacent materials.

Submitted By:

_____	_____
Signature	Title

Firm

Address

_____	_____
Telephone	Date

Signature shall be by person having authority to legally bind his firm to the above terms. Failure to provide legally binding signature will result in retraction of approval.

_____	_____
For use by the Architect:	For use by the Owner:

☐ Recommended ☐ Recommended as noted ☐ Approved

UNIVERSITY OF SOUTH CAROLINA
350 WAYNE -
FIRE PROTECTION UPGRADES
COLUMBIA, SC

STATE PROJECT # H27-Z099
A/E PROJECT # 13016.01

<input type="checkbox"/> Not Recommended	<input type="checkbox"/> Received too late	<input type="checkbox"/> Not Approved
<input type="checkbox"/> Insufficient data received		<input type="checkbox"/> Approved as noted
By:		By:
Date:		Date:

Fill in Blanks Below:

- A. Does the substitution affect dimensions shown on Drawings: Yes ___ No ___ If yes, clearly indicate changes. _____
- B. Will the undersigned pay for changes to the building design, including engineering and detailing costs caused by the requested substitution? Yes ___ No ___ If no, fully explain: _____
- C. What affect does substitution have on other Contracts or other trades? _____
- D. What affect does substitution have on construction schedule? _____
- E. Manufacturer's warranties of the proposed and specified items are: ___ Same ___ Different (If Different, Explain on Attachment)
- F. Reason for Request: _____
- G. Itemized comparison of specified item(s) with the proposed substitution; list significant variations: _____
- H. Accurate cost data comparing proposed substitution with product specified: _____
- I. Designation of maintenance services and sources: _____

(Attach additional sheets if required.)

END OF SECTION

SECTION 01700 - EXECUTION REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Examination, preparation, and general installation procedures.
- B. Requirements for alterations work, including selective demolition, except removal, disposal, and/or remediation of hazardous materials and toxic substances.
- C. Pre-installation meetings.
- D. Cutting and patching.
- E. Cleaning and protection.
- F. Starting of systems and equipment.
- G. Demonstration and instruction of Owner personnel.
- H. Closeout procedures, except payment procedures.
- I. General requirements for maintenance service.

1.02 REFERENCE STANDARDS

1.03 SUBMITTALS

- A. See Section 01300 - Administrative Requirements, for submittal procedures.
- B. Cutting and Patching: Submit written request in advance of cutting or alteration that affects:
 - 1. Structural integrity of any element of Project.
 - 2. Integrity of weather exposed or moisture resistant element.
 - 3. Efficiency, maintenance, or safety of any operational element.
 - 4. Visual qualities of sight exposed elements.
 - 5. Work of Owner or separate Contractor.
 - 6. Include in request:
 - a. Identification of Project.
 - b. Location and description of affected work.
 - c. Necessity for cutting or alteration.
 - d. Description of proposed work and products to be used.
 - e. Alternatives to cutting and patching.
 - f. Effect on work of Owner or separate Contractor.
 - g. Written permission of affected separate Contractor.
 - h. Date and time work will be executed.
- C. Project Record Documents: Accurately record actual locations of capped and active utilities.

1.04 PROJECT CONDITIONS

- A. Provide methods, means and facilities to prevent water intrusion into new construction and renovations. Eliminate standing water immediately. Remove wet materials and replace with new.
- B. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.

- C. Dust Control: Execute work by methods to minimize raising dust from construction operations. Provide positive means to prevent air-borne dust from dispersing into atmosphere and over adjacent property.
 - 1. Provide dust-proof barriers between construction areas and areas continuing to be occupied by Owner.
 - 2. Handle materials in a controlled manner with as little handling as possible; do not drop or throw materials from heights.
- D. Rodent Control: Provide methods, means, and facilities to prevent rodents from accessing or invading premises.

1.05 PRE-CONSTRUCTION

- A. Meet with management staff of the area of construction for required infection control practices in that department and comply with the Owner's policies.

1.06 COORDINATION

- A. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- B. Notify affected utility companies and comply with their requirements.
- C. Verify that utility requirements and characteristics of new operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- D. Coordinate space requirements, supports, and installation of mechanical and electrical work that are indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- E. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- F. Coordinate completion and clean-up of work of separate sections.
- G. After Owner occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

PART 2 PRODUCTS

2.01 PATCHING MATERIALS

- A. New Materials: As specified in product sections; match existing products and work for patching and extending work.
- B. Type and Quality of Existing Products: Determine by inspecting and testing products where necessary, referring to existing work as a standard.
- C. Product Substitution: For any proposed change in materials, submit request for substitution described in Section 01600.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.
- B. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.
- C. Examine and verify specific conditions described in individual specification sections.
- D. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or misfabrication.
- E. Verify that utility services are available, of the correct characteristics, and in the correct locations.
- F. Prior to Cutting: Examine existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. Beginning of cutting or patching means acceptance of existing conditions.

3.02 PREPARATION

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Seal cracks or openings of substrate prior to applying next material or substance.
- C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

3.03 PREINSTALLATION MEETINGS

- A. When required in individual specification sections, convene a preinstallation meeting at the site prior to commencing work of the section.
- B. Require attendance of parties directly affecting, or affected by, work of the specific section.
- C. Notify Architect four days in advance of meeting date.
- D. Prepare agenda and preside at meeting:
 - 1. Review conditions of examination, preparation and installation procedures.
 - 2. Review coordination with related work.
- E. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

3.04 GENERAL INSTALLATION REQUIREMENTS

- A. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.
- B. Building shall be enclosed, ventilated and sealed from the exterior prior to installation of interior finish materials.
- C. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.
- D. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.

E. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.

F. Make neat transitions between different surfaces, maintaining texture and appearance.

3.05 ALTERATIONS

A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.

1. Verify that construction and utility arrangements are as shown.
2. Report discrepancies to Architect before disturbing existing installation.
3. Beginning of alterations work constitutes acceptance of existing conditions.

B. Keep areas in which alterations are being conducted separated from other areas that are still occupied.

1. Provide, erect, and maintain temporary dustproof partitions of construction specified in Section 01500 in locations indicated on drawings.

C. Maintain weatherproof exterior building enclosure except for interruptions required for replacement or modifications; take care to prevent water and humidity damage.

1. Where openings in exterior enclosure exist, provide construction to make exterior enclosure weatherproof.
2. Insulate existing ducts or pipes that are exposed to outdoor ambient temperatures by alterations work.

D. Remove existing work as indicated and as required to accomplish new work.

1. Remove rotted wood, corroded metals, and deteriorated masonry and concrete; replace with new construction specified.
2. Remove items indicated on drawings.
3. Relocate items indicated on drawings.
4. Where new surface finishes are to be applied to existing work, perform removals, patch, and prepare existing surfaces as required to receive new finish; remove existing finish if necessary for successful application of new finish.
5. Where new surface finishes are not specified or indicated, patch holes and damaged surfaces to match adjacent finished surfaces as closely as possible.

E. Services (Including but not limited to HVAC, Plumbing, Fire Protection, Electrical, and Telecommunications): Remove, relocate, and extend existing systems to accommodate new construction.

1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components; if necessary, modify installation to allow access or provide access panel.
2. Where existing systems or equipment are not active and Contract Documents require reactivation, put back into operational condition; repair supply, distribution, and equipment as required.
3. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
 - a. Disable existing systems only to make switchovers and connections; minimize duration of outages.
 - b. See Section 01100 for other limitations on outages and required notifications.
 - c. Provide temporary connections as required to maintain existing systems in service.
4. Verify that abandoned services serve only abandoned facilities.

5. Remove abandoned pipe, ducts, conduits, and equipment, including those above accessible ceilings; remove back to source of supply where possible, otherwise cap stub and tag with identification; patch holes left by removal using materials specified for new construction.
- F. Protect existing work to remain.
 1. Prevent movement of structure; provide shoring and bracing if necessary.
 2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
 3. Repair adjacent construction and finishes damaged during removal work.
- G. Adapt existing work to fit new work: Make as neat and smooth transition as possible.
- H. Patching: Where the existing surface is not indicated to be refinished, patch to match the surface finish that existed prior to cutting. Where the surface is indicated to be refinished, patch so that the substrate is ready for the new finish.
- I. Refinish existing surfaces as indicated:
- J. Where rooms or spaces are indicated to be refinished, refinish all visible existing surfaces to remain to the specified condition for each material, with a neat transition to adjacent finishes.
- K. If mechanical or electrical work is exposed accidentally during the work, re-cover and refinish to match.
- L. Clean existing systems and equipment.
- M. Remove demolition debris and abandoned items from alterations areas and dispose of off-site; do not burn or bury.
- N. Do not begin new construction in alterations areas before demolition is complete.
- O. Comply with all other applicable requirements of this section.

3.06 CUTTING AND PATCHING

- A. Whenever possible, execute the work by methods that avoid cutting or patching.
- B. See Alterations article above for additional requirements.
- C. Perform whatever cutting and patching is necessary to:
 1. Complete the work.
 2. Fit products together to integrate with other work.
 3. Provide openings for penetration of mechanical, electrical, and other services.
 4. Match work that has been cut to adjacent work.
 5. Repair areas adjacent to cuts to required condition.
 6. Repair new work damaged by subsequent work.
 7. Remove samples of installed work for testing when requested.
 8. Remove and replace defective and non-conforming work.
- D. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.
- E. Employ original installer to perform cutting for weather exposed and moisture resistant elements, and sight exposed surfaces.
- F. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.

- G. Restore work with new products in accordance with requirements of Contract Documents.
- H. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- I. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material in accordance with Section 07840, to full thickness of the penetrated element.
- J. Patching:
 - 1. Finish patched surfaces to match finish that existed prior to patching. On continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
 - 2. Match color, texture, and appearance.
 - 3. Repair patched surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. If defects are due to condition of substrate, repair substrate prior to repairing finish.
- K. Meet with management staff of the area of construction for required infection control practices in that department and comply with the Owner's policies.

3.07 PROGRESS CLEANING

- A. Conduct cleaning and disposal operations to comply with codes, ordinances, regulations, and anti-pollution laws.
- B. Contractor shall assess the amount of air borne dust and debris for construction and apprise the Owner of the need to change the air filtration filters in the air handling system at an increased frequency.
- C. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- D. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.
- E. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.
- F. Collect and remove waste materials, debris, and rubbish from site periodically and dispose off-site.
- G. Do not dispose of volatile wastes such as mineral spirits, oil or paint thinner in storm or sanitary drains.

3.08 PROTECTION OF INSTALLED WORK

- A. Protect installed work from damage by construction operations.
- B. Provide special protection where specified in individual specification sections.
- C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- D. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- E. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.

- F. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
- G. Remove protective coverings when no longer needed; reuse or recycle plastic coverings if possible.

3.09 SYSTEM STARTUP

- A. Coordinate schedule for start-up of various equipment and systems.
- B. Notify Architect and owner seven days prior to start-up of each item.
- C. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, and for conditions that may cause damage.
- D. Verify tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.
- E. Verify that wiring and support components for equipment are complete and tested.
- F. Execute start-up under supervision of applicable Contractor personnel and manufacturer's representative in accordance with manufacturers' instructions.
- G. When specified in individual specification Sections, require manufacturer to provide authorized representative to be present at site to inspect, check, and approve equipment or system installation prior to start-up, and to supervise placing equipment or system in operation.
- H. Submit a written report that equipment or system has been properly installed and is functioning correctly.

3.10 DEMONSTRATION AND INSTRUCTION

- A. Demonstrate operation and maintenance of products to Owner's personnel two weeks prior to date of Substantial Completion.
- B. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment at scheduled time, at equipment location.
- C. For equipment or systems requiring seasonal operation, perform demonstration for other season within six months.
- D. Provide a qualified person who is knowledgeable about the Project to perform demonstration and instruction of owner personnel.
- E. Utilize operation and maintenance manuals as basis for instruction. Review contents of manual with Owner's personnel in detail to explain all aspects of operation and maintenance.
- F. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instruction.
- G. The amount of time required for instruction on each item of equipment and system is that specified in individual sections.

3.11 ADJUSTING

- A. Adjust operating products and equipment to ensure smooth and unhindered operation.

- B. Testing, adjusting, and balancing HVAC systems: See Section 15950.

3.12 FINAL CLEANING

- A. Employ skilled workmen for final cleaning.
- B. Materials:
1. Use only those cleaning materials which will not create hazards to health or property and which will not damage surfaces.
 2. Use only those cleaning materials and methods recommended by manufacturer of the surface material to be cleaned.
 3. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.
 4. Sweeping compounds used in cleaning operations shall leave no residue on concrete floor surfaces that may effect installation of finish flooring materials.
- C. Execute final cleaning prior to final project assessment.
1. Clean areas to be occupied by Owner prior to final completion before Owner occupancy.
- D. Use cleaning materials that are nonhazardous.
- E. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.
- F. Remove all labels that are not permanent. Do not paint or otherwise cover fire test labels or nameplates on mechanical and electrical equipment.
- G. Remove grease, mastic, adhesives, dust, dirt, stains, fingerprints, labels, and other foreign materials from sight-exposed interior surfaces.
- H. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
- I. Dust cabinetwork and remove markings.
- J. Prior to final completion, or Owner occupancy, the Contractor shall conduct an inspection of sight-exposed interior surfaces, and all work areas, to verify that the entire Work is clean
- K. Tunnels and closed off spaces shall be cleaned of packing boxes, wood frame members and other waste materials used in the construction.
- L. The entire system of piping and equipment shall be cleaned internally. The Contractor installing those items shall open all dirt pockets and strainers, completely blowing down as required and clean strainer screens of all accumulated debris.
- M. Tanks, fixtures and pumps shall be drained and proved free of sludge and accumulated matter.
- N. Temporary labels, stickers, etc., shall be removed from fixtures and equipment. (Do not remove permanent name plates, equipment model numbers, ratings, etc.)
- O. Heating and air conditioning equipment, tanks, pumps and traps shall be thoroughly cleaned and new filters or filter media installed.
- P. Before being placed in service, domestic water distribution systems, including those for cold water, drinking water and the hot water system shall be chlorinated. The method to be used shall be at the option of the Contractor installing the systems, and one of the methods set forth in the AWWA Standard specifications, latest edition, including all amendments thereto. The treatment shall consist of a solution of not less than 50 parts per million of available chlorine.

The chlorinating material shall be either liquid chlorine or sodium hypochloride. After sterilization the system shall be flushed with clear water until the chlorine residual is not greater than 0.2 per million.

- Q. Clean filters of operating equipment.
- R. Clean debris from roofs, gutters, downspouts, and drainage systems.
- S. Clean site; sweep paved areas, rake clean landscaped surfaces.
- T. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.

3.13 CLOSEOUT PROCEDURES

- A. Contract requirements shall be met when construction activities have successfully produced, in this order, these three terminal activities:
 - 1. Substantial Completion.
 - 2. Final Completion.
 - 3. Final Payment.
- B. Make submittals that are required by governing or other authorities.
 - 1. Provide copies to Architect and Owner.
- C. Substantial Completion:
 - 1. The date of Substantial Completion of the Work or designated portion thereof is the date certified by the Architect when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner may occupy the Work or designated portion thereof for the use for which it is intended.
 - 2. When the Contractor considers the Work is substantially complete, he shall submit to the Architect:
 - a. A written notice that the Work, or designated portion thereof, is substantially complete.
 - b. A list of items to be completed or corrected, (herein after referred to as Punch List).
 - c. Request Substantial Completion Observation at a mutually agreeable date.
 - 3. Within a reasonable time after receipt of such notice, the Architect, the Contractor, and at his option, the Owner, will make an observation to determine the status of completion.
 - 4. Should the Architect determine that the Work is not substantially complete:
 - a. The Architect will promptly notify the Contractor in writing, giving the reasons thereof.
 - b. The Contractor shall remedy the deficiencies in the Work, and send a second written notice of substantial completion to the Architect.
 - c. The Architect will re-observe the Work and the cost of the Architect's time and reimbursable expenses will be charged to the Contractor.
 - 5. When the Architect concurs that the Work is substantially complete, he will:
 - a. Prepare a Certificate of Substantial Completion on AIA Form G704, accompanied by the Contractor's Punch List of items to be completed or corrected, as verified and amended by the Architect. (Note: Contract responsibilities are not altered by inclusion or omission of required work from the Punch List.)
 - b. Submit the Certificate to the Owner and the Contractor for their written acceptance of the responsibilities assigned to them in the Certificate.
 - 6. The Contractor shall complete or correct all items identified on the Punch List and required by the Contract requirements within time limits established by the Certificate.

7. Notify Architect when work is considered ready for Substantial Completion.
 8. Submit written certification that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for Architect's review.
 9. Owner will occupy portions of the building as specified in Section 01100.
 10. Correct items of work listed in executed Certificates of Substantial Completion and comply with requirements for access to Owner-occupied areas.
- D. Final Completion:
1. To attain final completion the Contractor shall complete activities pertaining to Substantial Completion, and complete work on punch list items. Only then shall he issue written request to the Architect for Final Observation.
 2. When the Contractor considers the Work is complete, he shall submit written certification that:
 - a. Contract Documents have been reviewed.
 - b. Work has been inspected for compliance with Contract Documents.
 - c. Work has been completed in accordance with Contract Documents.
 - d. Equipment and systems have been tested in the presence of the Owner's representative and are operational.
 - e. Work is completed and ready for final observation.
 3. The Architect, the Contractor and the Owner will make an observation to verify the status of completion with reasonable promptness after receipt of such certification.
 4. Should the Architect consider that the Work is incomplete or defective:
 - a. The Architect will promptly notify the Contractor in writing, listing the incomplete or defective work.
 - b. The Contractor shall take immediate steps to remedy the stated deficiencies, and send a second written certification to the Architect that the Work is complete.
 - c. The Architect will reinspect the Work.
 5. When the Architect finds that the Work is acceptable under the Contract Documents, he shall request the Contractor to make closeout submittals.
- E. The Contractor's Closeout Submittals to the Architect:
1. Evidence of compliance with requirements of governing authorities:
 - a. Certificate of Occupancy
 - b. Certificates of Inspection
 - c. Mechanical
 - d. Electrical
 2. Project Record Documents: To requirements of Section 01780.
 3. Operating and Maintenance Data, Instructions to the Owner's Personnel: To requirements of Section 01780.
 4. Warranties and Bonds: To requirements of individual sections.
 5. Spare Parts and Maintenance Materials: To requirements of individual sections.
 6. Evidence of Payment and Release of Liens: To requirements of General and Supplementary Conditions.
- F. Final Adjustment of Accounts:
1. Submit a final statement of accounting to the Architect.
 2. Statement shall reflect all adjustments to the Contract Sum:
 - a. The original Contract Sum.
 - b. Additions and deductions resulting from:
 - 1) Previous Change Orders.

- 2) Deductions for uncorrected Work.
 - 3) Deductions for reinspection payments.
 - 4) Other adjustments.
 - c. Total contract sum, as adjusted.
 - d. Previous payments
 - e. Sum remaining due.
 3. Architect will prepare a final Change Order, reflecting adjustments to the Contract Sum which were not previously made by Change Orders.
- G. Final Application for Payment:
1. The Contractor shall submit the final Application and Certificate for Payment in accordance with procedures and requirements stated in the Conditions of the Contract.

3.14 MAINTENANCE

- A. Provide service and maintenance of components indicated in specification sections.
- B. Maintenance Period: As indicated in specification sections or, if not indicated, not less than one year from the Date of Substantial Completion or the length of the specified warranty, whichever is longer.
- C. Examine system components at a frequency consistent with reliable operation. Clean, adjust, and lubricate as required.
- D. Include systematic examination, adjustment, and lubrication of components. Repair or replace parts whenever required. Use parts produced by the manufacturer of the original component.
- E. Maintenance service shall not be assigned or transferred to any agent or subcontractor without prior written consent of the Owner.

END OF SECTION

SECTION 01780 - CLOSEOUT SUBMITTALS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Project Record Documents.
- B. Operation and Maintenance Data.
- C. Warranties and bonds.

1.02 RELATED REQUIREMENTS

- A. Section 01300 - Administrative Requirements: Submittals procedures, shop drawings, product data, and samples.
- B. Section 01700 - Execution Requirements: Contract closeout procedures.
- C. Individual Product Sections: Specific requirements for operation and maintenance data.
- D. Individual Product Sections: Warranties required for specific products or Work.

1.03 SUBMITTALS

- A. Project Record Documents: Submit documents to Architect prior to claim for final Application for Payment.
- B. Operation and Maintenance Data:
 - 1. Submit two copies of preliminary draft or proposed formats and outlines of contents before start of Work. Architect will review draft and return one copy with comments.
 - 2. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit completed documents within ten days after acceptance.
 - 3. Submit one copy of completed documents 15 days prior to final inspection. This copy will be reviewed and returned after final inspection, with Architect comments. Revise content of all document sets as required prior to final submission.
 - 4. Submit two sets of revised final documents in final form within 10 days after final inspection.
- C. Warranties and Bonds:
 - 1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within 15 days after acceptance.
 - 2. Make other submittals within 10 days after Date of Substantial Completion, prior to final Application for Payment. If the Architect's Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion for the Work, or a designated portion of the Work, submit written warranties upon request of the Architect.
 - 3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within 10 days after acceptance, listing the date of acceptance as the beginning of the warranty period.
 - 4. When a special warranty is required to be executed by the Contractor, or the Contractor and a subcontractor, supplier or manufacturer, prepare a written document that contains appropriate terms and identification, ready for execution by the required parties. Submit a draft to the Owner through the Architect for approval prior to final execution.
 - 5. Refer to individual Sections of Divisions-2 through -16 for specific content requirements,

- and particular requirements for submittal of special warranties.
6. Form of Submittal: At Final Completion compile two copies of each required warranty and bond properly executed by the Contractor, or by the Contractor, subcontractor, supplier, or manufacturer. Organize the warranty documents into an orderly sequence based on the table of contents of the Project Manual.
 7. Bind warranties and bonds in two (or more) duplicate heavy-duty, commercial quality, durable 3-hole punch tab binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2" by 11" paper.
 8. Provide heavy paper dividers with celluloid covered tabs for each separate warranty. Mark the tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product, and the name, address and telephone number of the installer.
 9. Identify each binder on the front and the spine with the typed or printed title "WARRANTIES AND BONDS," the Project title or name, and the name of the Contractor.
 10. When operating and maintenance manuals are required for warranted construction, provide additional copies of each required warranty, as necessary, for inclusion in each required manual.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
 1. Drawings.
 2. Specifications.
 3. Addenda.
 4. Change Orders and other modifications to the Contract.
 5. Reviewed shop drawings, product data, and samples.
 6. Manufacturer's instruction for assembly, installation, and adjusting.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress.
- E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
 1. Manufacturer's name and product model and number.
 2. Product substitutions or alternates utilized.
 3. Changes made by Addenda and modifications.
- F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
 1. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
 2. Field changes of dimension and detail.
 3. Details not on original Contract drawings.

3.02 OPERATION AND MAINTENANCE DATA

- A. For Each Product or System: List names, addresses and telephone numbers of Subcontractors

and suppliers, including local source of supplies and replacement parts.

- B. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.
- C. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Do not use Project Record Documents as maintenance drawings.
- D. Typed Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.
- E. Manuals:
 - 1. Purpose:
 - a. Operation and maintenance manuals will be used for training of, and use by, Owner's personnel in operation and maintenance of mechanical and electrical systems and equipment. A separate manual or chapter within a manual shall be prepared for each class of equipment or system.
 - b. For additional requirements refer to various specification sections.
- F. Instructions of Owner's Personnel
 - 1. Fully instruct Owner's designated operating and maintenance personnel in operating, adjustments and maintenance of all mechanical and electrical systems and equipment as required by respective and pertinent sections, after all final inspection, tests and repairs have been completed.
 - 2. Operating and maintenance manuals shall constitute the basis of instructions. Contents of manual shall be reviewed in full detail, explaining all aspects of operations and maintenance.
 - 3. Prepare and include additional data when need for such data becomes apparent during instruction and training and sessions.
 - 4. Training sessions shall be jointly arranged with Owner during Contractor's normal week and daily hours. The Owner shall have the responsibility of scheduling its shift work personnel accordingly.
 - 5. Owner and Contractor shall coordinate and cooperate to keep training sessions to a reasonable minimum.

3.03 OPERATION AND MAINTENANCE DATA FOR MATERIALS AND FINISHES

- A. For Each Product, Applied Material, and Finish:
 - 1. Product data, with catalog number, size, composition, and color and texture designations.
 - 2. Information for re-ordering custom manufactured products.
- B. Instructions for Care and Maintenance: Manufacturer's recommendations for cleaning agents and methods, precautions against detrimental cleaning agents and methods, and recommended schedule for cleaning and maintenance.
- C. Moisture protection and weather-exposed products: Include product data listing applicable reference standards, chemical composition, and details of installation. Provide recommendations for inspections, maintenance, and repair.
- D. Additional information as specified in individual product specification sections.
- E. Provide a listing in Table of Contents for design data, with tabbed fly sheet and space for insertion of data.

3.04 OPERATION AND MAINTENANCE DATA FOR EQUIPMENT AND SYSTEMS

- A. For Each Item of Equipment and Each System:
 - 1. Description of unit or system, and component parts.
 - 2. Identify function, normal operating characteristics, and limiting conditions.
 - 3. Include performance curves, with engineering data and tests.
 - 4. Complete nomenclature and model number of replaceable parts.
- B. Panelboard Circuit Directories: Provide electrical service characteristics, controls, and communications; typed.
- C. Include color coded wiring diagrams as installed.
- D. Operating Procedures: Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions. Include summer, winter, and any special operating instructions.
- E. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and trouble shooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
- F. Provide servicing and lubrication schedule, and list of lubricants required.
- G. Include manufacturer's printed operation and maintenance instructions.
- H. Include sequence of operation by controls manufacturer.
- I. Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- J. Provide control diagrams by controls manufacturer as installed.
- K. Provide Contractor's coordination drawings, with color coded piping diagrams as installed.
- L. Provide charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.
- M. Provide list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.
- N. Include test and balancing reports.
- O. Safety instructions.
- P. Additional Requirements: As specified in individual product specification sections.

3.05 OPERATION AND MAINTENANCE MANUALS

- A. Prepare instructions and data by personnel experienced in maintenance and operation of described products.
- B. Prepare data in the form of an instructional manual.
- C. Binders: Commercial quality, 8-1/2 by 11 inch three D side ring binders with durable plastic covers; 2 inch maximum ring size. When multiple binders are used, correlate data into related consistent groupings.
- D. Cover: Identify each binder on the front and the spine with typed or printed title OPERATION

AND MAINTENANCE INSTRUCTIONS; identify title of Project; identify subject matter of contents.

- E. Provide heavy duty paper tabbed dividers for each separate product and system, with typed description of product and major component parts of equipment.
- F. Text: Manufacturer's printed data, or typewritten data on 24 pound paper.
- G. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.
- H. Arrange content by systems under section numbers and sequence of Table of Contents of this Project Manual.
- I. Contents: Prepare a Table of Contents for each volume, with each product or system description identified, in three parts as follows:
 - 1. Part 1: Directory, listing names, addresses, and telephone numbers of Architect, Contractor, Subcontractors, and major equipment suppliers.
 - 2. Part 2: Operation and maintenance instructions, arranged by system and subdivided by specification section. For each category, identify names, addresses, and telephone numbers of Subcontractors and suppliers. Identify the following:
 - a. Significant design criteria.
 - b. List of equipment.
 - c. Parts list for each component.
 - d. Operating instructions.
 - e. Maintenance instructions for equipment and systems.
 - f. Maintenance instructions for special finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents.
 - 3. Part 3: Project documents and certificates, including the following:
 - a. Shop drawings and product data.
 - b. Air and water balance reports.
 - c. Certificates.
- J. Provide a listing in Table of Contents for design data, with tabbed dividers and space for insertion of data.
- K. Table of Contents: Provide title of Project; names, addresses, and telephone numbers of Architect, Consultants, and Contractor with name of responsible parties; schedule of products and systems, indexed to content of the volume.

3.06 WARRANTIES AND BONDS

- A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within 10 days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until the Date of Substantial completion is determined.
- B. Verify that documents are in proper form, contain full information, and are notarized.
- C. Co-execute submittals when required.
- D. Retain warranties and bonds until time specified for submittal.
- E. Manual: Bind in commercial quality 8-1/2 by 11 inch three D side ring binders with durable plastic covers.

- F. Cover: Identify each binder on the front and the spine with typed or printed title WARRANTIES AND BONDS, with title of Project; name, address and telephone number of Contractor and equipment supplier; and name of responsible company principal.
- G. Table of Contents: Neatly typed, in the sequence of the Table of Contents of the Project Manual, with each item identified with the number and title of the specification section in which specified, and the name of product or work item.
- H. Separate each warranty or bond with index tab sheets keyed to the Table of Contents listing. Provide full information, using separate typed sheets as necessary. List Subcontractor, supplier, and manufacturer, with name, address, and telephone number of responsible principal.
- I. See all provisions under "3.5 WARRANTY:" in General Conditions.
- J. Related Damages and Losses: When correcting warranted Work that has failed, remove and replace other Work that has been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted Work.
- K. Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected by replacement or rebuilding, guarantee the corrected work with a new warranty equal to the original.
- L. Replacement Cost: Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the Owner has benefited from use of the Work through a portion of its anticipated useful service life.
- M. Owner's Recourse: Written warranties made to the Owner are in addition to implied warranties, and shall not limit the duties, obligations, right and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations on time in which the Owner can enforce such other duties, obligations, rights, or remedies.
- N. Rejection of Warranties: The Owner reserves the right to reject warranties and to limit selections to products with warranties not in conflict with requirements of the Contract Documents.
- O. The Owner reserves the right to refuse to accept Work for the Project where a special warranty, certification, or similar commitment is required on such Work or part of the Work, until evidence is presented that entities required to countersign such commitments are willing to do so.

END OF SECTION

SECTION 02223 - MINOR DEMOLITION FOR REMODELING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Removal of designated building equipment and fixtures.
- B. Removal of designated construction.
- C. Disposal of materials.
- D. Identification of utilities.

1.02 SUBMITTALS

- A. See Section 01300 - Administrative Requirements, for submittal procedures.
- B. Project Record Documents: Accurately record actual locations of capped utilities.
 - 1. Indicate unanticipated structural, electrical, or mechanical conditions.

1.03 REGULATORY REQUIREMENTS

- A. Conform to applicable code for demolition work, dust control, products requiring electrical disconnection and re-connection.
- B. Obtain required permits from authorities.
- C. Do not close or obstruct egress from any building exit or site exit.
- D. Do not disable or disrupt building fire or life safety systems without 5 days' prior written notice to Owner.
- E. Conform to applicable regulatory procedures when hazardous or contaminated materials are discovered.

1.04 SCHEDULING

- A. Schedule work under the provisions of Section 01325.
- B. Arrange schedule so as not to interfere with the Owner's operations.
- C. Schedule work to coincide with new construction.
- D. Describe demolition removal procedures and schedule.

1.05 PROJECT CONDITIONS

- A. Conduct demolition to minimize interference with adjacent and occupied building areas.
- B. Cease operations immediately if structure appears to be in danger and notify Architect. Do not resume operations until directed.
- C. Occupancy:
 - 1. The Owner will continue to occupy portions of the existing building.
 - 2. Adjacent spaces will not be vacated during demolition activities.
- D. Existing Conditions:
 - 1. After the project is begun, the Contractor is responsible for the condition of structures to be demolished. The Owner does not warrant that the condition of structures to be demolished

will not have changed since the time of inspection for bidding purposes.

- E. Unforeseen Conditions: Should unforeseen conditions be encountered that affect design or function of project, investigate fully and submit an accurate, detailed, written report to the architect. While awaiting the architect's response, reschedule operations if necessary to avoid delay of overall project.

PART 2 PRODUCTS - NOT USED.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Survey existing conditions and correlate with drawings and specifications to determine extent of demolition required.
- B. Insofar as is practicable, arrange operations to reveal unknown or concealed structural conditions for examination and verification before removal or demolition.
- C. Perform continuing surveys as the work progresses to detect hazards resulting from demolition or construction activities.
- D. Verify actual conditions to determine in advance whether removal or demolition of any element will result in structural deficiency, overloading, failure, or unplanned collapse.

3.02 PREPARATION

- A. Provide for the protection of persons passing around or through the area of demolition.
- B. Erect and maintain weatherproof closures for exterior openings.
- C. Erect and maintain temporary partitions to prevent spread of dust, odors, and noise to permit continued building occupancy. Insulate to provide noise protection to occupied areas.
- D. Construct temporary partitions in a manner at least equal to the following (or superior, if necessary to provide effective protection specified):
 - 1. Gypsum-board surfaces adjacent to occupied areas, with joints taped.
- E. Protect existing materials that are not to be demolished.
- F. Prevent movement of structure; provide bracing and shoring.
- G. Notify affected utility companies before starting work and comply with their requirements.
- H. Mark location and termination of utilities.
- I. Provide appropriate temporary signage including signage for exit or building egress.
- J. Damages: Without cost to the Owner and without delay, repair any damages caused to facilities to remain.

3.03 POLLUTION CONTROLS

- A. Control as much as practicable the spread of dust and dirt.
- B. Observe environmental protection regulations.
- C. Do not allow water usage that results in freezing or flooding.
- D. Do not allow adjacent improvements to remain to become soiled by demolition operations.

- A. Disconnect, remove, and identify designated utilities within demolition areas.
- B. Demolish in an orderly and careful manner. Protect existing supporting structural members.
- C. Remove demolished materials from site except where specifically noted otherwise. Do not burn or bury materials on site.
- D. Remove materials as demolition progresses. Upon completion of demolition, leave areas in clean condition.
- E. Remove temporary facilities.
- F. Remove: Unless items are otherwise indicated to be reinstalled or salvaged, remove and scrap.
- G. Remove and Reinstall: Remove items indicated; clean, service, and otherwise prepare for service; reinstall in the same location (or in the location indicated).
- H. Remove and Install New: Remove and dispose of items indicated and install new items in the same location (or in the location indicated).
- I. Remove and Salvage: Items indicated to be salvaged will remain the Owner's property. Carefully remove and clean items indicated to be salvaged; pack or crate to protect against damage; identify contents of containers; deliver to the locations indicated.
- J. Remove and Scrap: Remove and dispose of items indicated.
 - 1. All demolished or removed items and materials shall be considered scrap except for those indicated to remain, those indicated to be reinstalled, and those indicated to be salvaged.
 - 2. Items of value to the contractor:
 - a. Do not store removed items on site.
- K. Existing to Remain: Construction or items indicated to remain shall be protected against damage during demolition operations. Where practicable, and with the Architect's permission, the Contractor may elect to remove items to a suitable storage location during demolition and then properly clean and reinstall the items.
- L. Detailed requirements for cutting are specified under cutting and patching in Division 1.
- M. Perform work in a systematic manner.
- N. Demolish and remove existing construction only to the extent required by new construction and as indicated in the contract documents.
- O. Perform selective demolition using methods which are least likely to damage work to remain and which will provide proper surfaces for patching.
- P. Remove debris daily.
- Q. Masonry: Detach masonry to be demolished from adjoining construction to remain with power-driven masonry saws or hand tools.
- R. Use any methods permitted by governing regulations and the requirements of the contract documents.

3.05 REPAIRS AND PATCHING

- A. Perform repairs in accordance with patching requirements specified in Division 1 under cutting

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3.06 CLEANING

- A. Remove tools and equipment. Dispose of scrap.
- B. Broom clean interior areas.
- C. Clean soil, smudges, and dust from surfaces to remain.
- D. Leave exterior areas free of debris.
- E. Return structures and surfaces to remain to condition existing prior to commencement of demolition.

END OF SECTION

SECTION 08110 - STEEL DOORS AND FRAMES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Non-fire-rated steel doors and frames.

1.02 REFERENCE STANDARDS

- A. ANSI/ICC A117.1 - American National Standard for Accessible and Usable Buildings and Facilities; International Code Council; 2009.
- B. ANSI A250.8 - SDI-100 Recommended Specifications for Standard Steel Doors and Frames; 2003.
- C. ANSI A250.10 - Test Procedure and Acceptance Criteria for Prime Painted Steel Surfaces for Steel Doors and Frames; 1998 (R2004).
- D. BHMA A156.115 - Hardware Preparation in Steel Doors and Steel Frames; 2006.
- E. NAAMM HMMA 840 - Guide Specifications for Installation and Storage of Hollow Metal Doors and Frames; The National Association of Architectural Metal Manufacturers; 2007.

1.03 SUBMITTALS

- A. See Section 01300 - Administrative Requirements for submittal procedures.
- B. Product Data: Materials and details of design and construction, hardware locations, reinforcement type and locations, anchorage and fastening methods, and finishes.
- C. Shop Drawings: Details of each opening, showing elevations, glazing, frame profiles, and identifying location of different finishes, if any.
- D. Installation Instructions: Manufacturer's published instructions, including any special installation instructions relating to this project.
- E. Manufacturer's Certificate: Certification that products meet or exceed specified requirements.

1.04 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.
- B. Maintain at the project site a copy of all reference standards dealing with installation.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Store in accordance with NAAMM HMMA 840.
- B. Protect with resilient packaging; avoid humidity build-up under coverings; prevent corrosion.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Steel Doors and Frames:
 - 1. Assa Abloy Ceko, Curries, or Fleming: www.assaabloydss.com.
 - 2. Curries Mfg., Inc.; www.curries.com
 - 3. D & D Specialties, Inc.

4. Steelcraft, an Ingersoll Rand brand: www.steelcraft.com.

2.02 DOORS AND FRAMES

- A. Requirements for All Doors and Frames:
 1. Accessibility: Comply with ANSI/ICC A117.1.
 2. Door Top Closures: Flush with top of faces and edges.
 3. Door Edge Profile: Beveled on both edges.
 4. Door Texture: Smooth faces.
 5. Hardware Preparation: In accordance with BHMA A156.115, with reinforcement welded in place, in addition to other requirements specified in door grade standard.
 6. Finish: Factory primed, for field finishing.
- B. Combined Requirements: If a particular door and frame unit is indicated to comply with more than one type of requirement, comply with all the specified requirements for each type; for instance, an exterior door that is also indicated as being sound-rated must comply with the requirements specified for exterior doors and for sound-rated doors; where two requirements conflict, comply with the most stringent.

2.03 STEEL DOORS

- A. Interior Doors, Non-Fire-Rated:
 1. Grade: ANSI A250.8 Level 1, physical performance Level C, Model 1, full flush.
 2. Core: Steel channel grid.
 3. Thickness: 1-3/4 inches.

2.04 STEEL FRAMES

- A. General:
 1. Comply with the requirements of grade specified for corresponding door, except:
 - a. ANSI A250.8 Level 3 Doors: 14 gage frames.
 2. Finish: Same as for door.
- B. Interior Door Frames, Non-Fire-Rated: Fully welded type.

2.05 ACCESSORY MATERIALS

- A. Temporary Frame Spreaders: Provide for all factory- or shop-assembled frames.

2.06 FINISH MATERIALS

- A. Primer: Rust-inhibiting, complying with ANSI A250.10, door manufacturer's standard.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that project conditions are suitable before beginning installation of frames.
 1. For wrap-around frames, verify that completed openings are of correct size and thickness.
- B. Verify that opening sizes and tolerances are acceptable.
- C. Correct unsatisfactory condition before preceding with installation.

3.02 INSTALLATION

- A. Install in accordance with SDI 105.

- B. Install doors plumb and in true alignment and fasten to achieve the maximum operational effectiveness and appearance of the unit.
- C. Coordinate frame anchor placement with wall construction.
- D. Coordinate installation of hardware.
- E. Touch up damaged factory finishes.

3.03 TOLERANCES

- A. Clearances Between Door and Frame: As specified in ANSI A250.8.
- B. Maximum Diagonal Distortion: 1/16 in measured with straight edge, corner to corner.

3.04 ADJUSTING AND CLEAN

- A. Adjust for smooth and balanced door movement.

3.05 SCHEDULE - See Drawings

END OF SECTION

SECTION 09260 - GYPSUM BOARD ASSEMBLIES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Metal stud wall framing.
- B. Metal channel ceiling framing.
- C. Gypsum wallboard.
- D. Joint treatment and accessories.

1.02 REFERENCE STANDARDS

- A. ASTM C475/C475M - Standard Specification for Joint Compound and Joint Tape for Finishing Gypsum Board; 2002 (Reapproved 2007).
- B. ASTM C645 - Standard Specification for Nonstructural Steel Framing Members; 2009a.
- C. ASTM C754 - Standard Specification for Installation of Steel Framing Members to Receive Screw-Attached Gypsum Panel Products; 2009a.
- D. ASTM C840 - Standard Specification for Application and Finishing of Gypsum Board; 2008.
- E. ASTM C954 - Standard Specification for Steel Drill Screws for the Application of Gypsum Panel Products or Metal Plaster Bases to Steel Studs From 0.033 in. (0.84 mm) to 0.112 in. (2.84 mm) in Thickness; 2010.
- F. ASTM C1002 - Standard Specification for Steel Self-Piercing Tapping Screws for the Application of Gypsum Panel Products or Metal Plaster Bases to Wood Studs or Steel Studs; 2007.
- G. ASTM C1047 - Standard Specification for Accessories for Gypsum Wallboard and Gypsum Veneer Base; 2010a.
- H. ASTM C1396/C1396M - Standard Specification for Gypsum Board; 2009a.
- I. ASTM D3273 - Standard Test Method for Resistance to Growth of Mold on the Surface of Interior Coatings in an Environmental Chamber; 2000 (Reapproved 2005).
- J. GA-216 - Application and Finishing of Gypsum Board; Gypsum Association; 2010.

1.03 DEFINITIONS

- A. Gypsum Board Construction Terminology: Refer to ASTM C 11 and GA 505 for definitions of terms for gypsum board construction not otherwise defined in this section or other referenced standards.

1.04 SUBMITTALS

- A. See Section 01300 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data on metal framing, gypsum board, accessories, joint finishing system, accessories, and joint finishing system.
- C. Test Reports: For all stud framing products that do not comply with ASTM C645 or C 754, provide independent laboratory reports showing maximum stud heights at required spacings and

deflections.

- D. Certification from supplier, in writing to the Architect, that metal studs and related accessories delivered to project site comply with these specifications, including but not limited to required metal gages.

1.05 QUALITY ASSURANCE

- A. Installer Qualifications: Company specializing in performing gypsum board application and finishing, with minimum 5 years of experience.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials in original packages, containers or bundles bearing brand name and identification of manufacturer or supplier.
- B. Store materials inside under cover and keep them dry and protected against damage from weather, direct sunlight, surface contamination, corrosion, construction traffic and other causes. Neatly stack gypsum boards flat to prevent sagging.
- C. Handle gypsum boards to prevent damage to edges, ends, and surfaces. Do not bend or otherwise damage metal corner beads and trim.

1.07 PROJECT CONDITIONS

- A. Minimum Room Temperatures: For non adhesive attachment of gypsum board to framing, maintain not less than 40 deg F (4 deg C). For adhesive attachment and finishing of gypsum board maintain not less than 50 deg F (10 deg C) for 48 hours prior to application and continuously thereafter until drying is complete.

PART 2 PRODUCTS

2.01 GYPSUM BOARD ASSEMBLIES

- A. Provide completed assemblies complying with ASTM C840 and GA-216.
 - 1. See PART 3 for finishing requirements.

2.02 METAL FRAMING MATERIALS

- A. Non-Loadbearing Framing System Components: ASTM C 645; galvanized sheet steel, ASTM A525 G-60 coating, of size and properties necessary to comply with ASTM C 754 for the spacing indicated, with maximum deflection of wall framing of L/240 at 5 psf.
 - 1. Exception: The minimum metal thickness and section properties requirements of ASTM C 645 are waived provided steel of 40 ksi minimum yield strength is used, the metal is continuously dimpled, the effective thickness is at least twice the base metal thickness, and maximum stud heights are determined by testing in accordance with ASTM E 72 using assemblies specified by ASTM C 754.
 - 2. Thickness: 20 gauge minimum.
 - 3. Depth: As indicated on drawings.
 - 4. Studs: C shaped. Flange edges of studs bent back 90 deg and hemmed to form 3/16" minimum lip (return).
 - 5. Runners: U shaped, sized to match studs. Hemmed to form 3/16" minimum lip (return).
 - 6. Ceiling Channels: C shaped. Cold-rolled steel, 0.0598 inch minimum thickness of base (uncoated) metal and 7/16 inch wide flanges, protected with rust-inhibitive paint for interior elements or hot-dip galvanized coating complying with ASTM A525, G-60. Depth as

indicated on drawings.

7. Fasteners: Provide fasteners of type, material, size, corrosion resistance, holding power and other properties required to fasten steel framing and furring members securely to substrates involved; complying with the recommendations of gypsum drywall manufacturers for applications indicated.

2.03 BOARD MATERIALS

- A. Gypsum Wallboard: Paper-faced gypsum panels as defined in ASTM C1396/C1396M; sizes to minimize joints in place; ends square cut.
 1. Application: Use for vertical surfaces and ceilings, unless otherwise indicated.
 2. Mold Resistance: Score of 10, when tested in accordance with ASTM D3273.
 - a. Mold-resistant board is required at all locations.
 3. Thickness:
 - a. Vertical Surfaces: 5/8 inch.
 - b. Ceilings: 1/2 inch.
 4. Mold-Resistant Paper-Faced Products:
 - a. American Gypsum; M-Bloc.
 - b. CertainTeed Corporation; ProRoc Brand Moisture & Mold Resistant Gypsum Board.
 - c. Lafarge North America Inc; Mold Defense Drywall.
 - d. Lafarge North America Inc; Protecta AR 100 Type X with Mold Defense.
 - e. National Gypsum Company; Gold Bond Brand XP Gypsum Board.
 - f. National Gypsum Company; Gold Bond Hi-Abuse Brand XP Wallboard.
 - g. Pacific Coast Building Products, Inc; PABCO Mold Curb Gypsum Wallboard.
 - h. Temple-Inland Inc; ComfortGuard Mold Resistant Gypsum Board.
 - i. USG Corporation; Sheetrock Brand Mold Tough Gypsum Panels.
 - j. USG Corporation; Sheetrock Brand Mold Tough Gypsum Panels AR.

2.04 ACCESSORIES

- A. Finishing Accessories: ASTM C1047, galvanized steel or rolled zinc, unless otherwise indicated.
 1. Types: As detailed or required for finished appearance.
 2. Special Shapes: In addition to conventional cornerbead and control joints, provide U-bead, L-bead, and LC-bead at exposed panel edges.
- B. Corner bead and Edge Trim for Interior Installation: Provide formed metal Galvanized steel corner beads, edge trim and control joints which comply with ASTM C 1047 and requirements indicated below:
 1. For use at all gypsum wallboard, except where special aluminum edge trim is indicated.
- C. Joint Materials: ASTM C475 and as recommended by gypsum board manufacturer for project conditions.
 1. Joint Tape: Paper reinforcing tape, unless otherwise indicated.
 2. Use pressure sensitive or staple-attached open-weave glass fiber reinforcing tape with compatible joint compound where recommended by manufacturer of gypsum board and joint treatment materials for application indicated.
 3. Ready-mixed vinyl-based joint compound.
 - a. Where setting-type joint compounds are indicated for use as taping and topping compounds, use formulation for each which develops greatest bond strength and crack resistance and is compatible with other joint compounds applied over it.
 - b. For filling joints and treating fasteners of water-resistant gypsum backer board behind base for ceramic tile, use formulation recommended by gypsum board manufacturer

for this purpose.

- D. Screws for Attachment to Steel Members Less Than 0.03 inch In Thickness, to Wood Members, and to Gypsum Board: ASTM C1002; self-piercing tapping type; cadmium-plated for exterior locations.
- E. Screws for Attachment to Steel Members From 0.033 to 0.112 Inch in Thickness: ASTM C954; steel drill screws for application of gypsum board to loadbearing steel studs.
- F. Anchorage to Substrate: Tie wire, nails, screws, and other metal supports, of type and size to suit application; to rigidly secure materials in place.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that project conditions are appropriate for work of this section to commence.
- B. Examine substrates to which gypsum board construction attaches or abuts, preset hollow metal frames, cast-in-anchors, and structural framing, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of gypsum board construction. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.02 FRAMING INSTALLATION

- A. Metal Framing: Comply with ASTM C 754, ASTM 840 requirements that apply to framing installation and manufacturer's instructions.
- B. Install supplementary framing, blocking and bracing at terminations in the work and for support of fixtures, equipment services, heavy trim, grab bars, toilet accessories, furnishings, and similar construction to comply with details indicated and with recommendations of gypsum board manufacturer, or if none available, with Gypsum Construction Handbook published by United States Gypsum Company.
 - 1. Wood Blocking: Secure wood blocking to metal studs with self-tapping pan head screws.
 - 2. Provide 12 gauge or heavier C-studs or channels when required to accommodate heavy wall-hung items.
- C. Isolate steel framing from building structure to prevent transfer of loading imposed by structural movement, at locations indicated below to comply with this section:
 - 1. Where edges of suspended ceilings abut building structure horizontally at ceiling perimeters or penetration of structural elements.
 - 2. Where partition and wall framing abuts overhead structure.
 - 3. Provide slip or cushioned type joints as detailed to attain lateral support and avoid axial loading.
- D. Install runners (tracks) at floors, ceilings and structural walls and columns where gypsum drywall stud system abuts other construction. Align floor and ceiling tracks to assure plumb partitions. Secure track with suitable fasteners spaced 24 inches on center, maximum.
- E. Installation Tolerances: Install each steel framing and furring member so that fastening surfaces do not vary more than 1/8 inch from plane of faces of adjacent framing.
- F. Install studs and furring in sizes indicated and spaced 16 inches on center, unless otherwise indicated. Secure each stud to both top and bottom runners with screws, or other accepted

fastening method, through each stud flange and runner flange.

- G. Install studs so that flanges point in the same direction.
- H. Frame door openings to comply with details indicated, with GA-219 and with applicable published recommendations of gypsum board manufacturer. Attach vertical studs at jambs with screws either directly to frames or to jamb anchor clips on door frames; install runner track section (for cripple studs) at head and secure to jamb studs.
 - 1. Extend vertical jamb studs through suspended ceilings and attach to underside of floor or roof structure above.
- I. Openings: Reinforce openings as required for weight of doors or operable panels, using not less than double studs at jambs.

3.03 BOARD INSTALLATION

- A. Comply with ASTM C 840 and manufacturer's instructions. Install to minimize butt end joints, especially in highly visible locations.
 - 1. Locate exposed end-butt joints as far from center of walls and ceilings as possible, and stagger not less than 24 inches in alternate courses of board.
 - 2. Install ceiling boards across framing in the manner which minimizes the number of end-butt joints, and which avoids end joints in the central area of each ceiling. Stagger end joints at least 24 inches.
 - 3. Install wall/partition boards in manner which minimizes the number of end-butt joints or avoids them entirely where possible. At stairwells and similar high walls, install boards horizontally with end joints staggered over studs.
 - 4. Install exposed gypsum board with face side out. Do not install imperfect, damaged or damp boards. Butt boards together for a light contact at edges and ends with not more than 1/16 inch open space between boards. Do not force into place.
 - 5. Locate either edge or end joints over supports. Position boards so that like edges abut, tapered edges against tapered edges and mill-cut or field-cut ends against mill-cut or field-cut ends. Do not place tapered edges against cut edges or ends. Stagger vertical joints over different studs on opposite sides of partitions.
 - 6. Attach gypsum board to steel studs so that leading edge or end of each board is attached to open (unsupported) edge of stud flange first.
 - 7. Cover both faces of steel stud partition framing with gypsum board in concealed spaces (above ceilings, etc.), except in chase walls which are braced internally.
 - 8. Fit gypsum board around ducts, pipes, and conduits.
 - 9. Isolate perimeter of non-load-bearing drywall partitions at structural abutments. Provide 1/4 inch to 1/2 inch space. Seal joints with acoustical sealant.
- B. Single-Layer Non-Rated: Install gypsum board in most economical direction, with ends and edges occurring over firm bearing.
 - 1. Exception: Tapered edges to receive joint treatment at right angles to framing.
- C. Installation on Metal Framing: Use screws for attachment of all gypsum board.
 - 1. On partitions/walls apply gypsum board vertically (parallel to framing) and provide sheet lengths which will minimize end joints.
- D. Moisture Protection: Treat cut edges and holes in moisture resistant gypsum board with sealant.

3.04 INSTALLATION OF TRIM AND ACCESSORIES

- A. Corner Beads: Install at external corners, using longest practical lengths.

- B. Edge Trim: Install at locations where gypsum board abuts dissimilar materials and as indicated.

3.05 JOINT TREATMENT

- A. Finish gypsum board in accordance with levels defined in ASTM C840, as follows:
 - 1. Level 4: Walls and ceilings to receive paint finish or wall coverings, unless otherwise indicated.
- B. Tape, fill, and sand exposed joints, edges, and corners to produce smooth surface ready to receive finishes.
 - 1. Where perimeter wall angles of acoustic tile ceilings contact wallboard encased columns, the contact are between corner beads shall be made true to line using joint compound which is then tapered to a feather edge.
 - 2. Feather coats of joint compound so that camber is maximum 1/32 inch.
- C. Fill and finish joints and corners of cementitious backing board as recommended by manufacturer.

3.06 TOLERANCES

- A. Maximum Variation of Finished Gypsum Board Surface from True Flatness: 1/8 inch in 10 feet in any direction.

END OF SECTION

**SECTION 13901 - FIRE PROTECTION WATER SUPPLY LINES EXCAVATING,
TRENCHING, BACKFILLING, AND COMPACTING**

PART 1 GENERAL

1.1 WORK INCLUDED

- a. Work in this section shall consist of furnishing all equipment, materials and labor for excavation, trenching and backfilling for fire protection underground piping from the municipal main to any underground vault, valving, fire pump, fire hydrants, fire protection system risers, and fire department connections.
- b. Work of this section includes excavation, cutting, and connection to the existing water main, as well as associated backfill, compaction, and pavement repair, unless otherwise shown on the drawings.
- c. Unless otherwise stated in the bid drawings or these specifications, it is the responsibility of the Contractor to obtain all permits and approvals, pay of all fees including tapping fees, associated with the Work.

1.2 RELATED SECTIONS

- a. All 13000 Series Specifications

2.0 PRODUCTS

2.1 EARTH BACKFILL

Earth backfill shall be free of lumps, stones, trash and spongy or otherwise objectionable material and approved by the Engineer. Approved backfill material may be from the excavation or borrowed.

2.2 BANK SAND

Use sand that is free from clay lumps, organic and other deleterious material, and having a plasticity index of 12 or less.

2.3 GRAVEL

Provide gravel with no particles larger than 1 inch and free of clay lumps, organic or other deleterious material.

2.4 FLOWABLE FILL

Provide in accordance with SCDOT Specifications section 210, and direction of the SCDOT Engineer, minimum 1500 psi.

EXECUTION

3.1 EXCAVATIONS

a. Trench Excavation. Excavate to indicated or specified depths.

- (1) Provide a minimum cover over the top of the pipe of 3 feet from the existing ground surface or the indicated finished grade, whichever is lower.
- (2) Where feasible, grade trenches to avoid high points requiring vacuum and relief valves in water lines. Vacuum and relief valves are not shown on bid documents, and contractor must install where required.
- (3) Excavate by open cut with trenching machine or backhoe. Do not use excavated material composed of large chunks or clods for backfill, but dispose of such material and provide other suitable material for backfill without additional expense
- (4) During excavation, pile material suitable for backfilling in an orderly manner far enough from the bank of the trench to avoid overloading, slides or cave-ins. Stockpile topsoil separately as necessary to restore grassed or open areas to original condition.
- (5) Remove from site or waste as indicated all excavated materials not required or suitable for backfill. Loading and transportation of waste material shall be included in bid price and no additional payment will be made.
- (6) Grade as necessary to prevent surface water from flowing into trenches or other excavations.
- (7) Cut banks of pipe trench as nearly vertical as practical. Remove stones as necessary to avoid point bearing. Over excavate wet or unstable soil from the trench bottom to permit construction of a more stable bed for pipe.
- (8) Dig the trench the proper width as shown.

Nominal Pipe Diameter (inches)	Maximum in earth and Rock (inches)
2	24
3	24
4	24
6	24
8	24
10	24
12	24
16	28
20	30

If the trench width below the top of pipe is wider than specified in this section or shown on the plans, then the Contractor shall install higher class of pipe and/or improved bedding as determined by the Engineer. No additional payment will be made.

- (9) Accurately grade the trench bottom to provide uniform bearing and support for each section of pipe on undisturbed soil at every point along its entire length, except where necessary to excavate for proper sealing of pipe joints. Dig depressions for joints after the trench bottom has been graded. Make depressions for joints no deeper, longer or wider than needed to make the joint properly.
- (10) If any excavation is carried beyond the lines and grades required or authorized, the Contractor shall, at his own expense, fill such space with suitable material as directed by the Engineer. No additional payment will be made.

b. Sheeting and Bracing.

- (1) Install, in excavations with vertical sides where required by excavation depth, sheeting and bracing necessary to support the sides. Sheeting and bracing shall be so installed as to place no undue or damaging strain on uncompleted work. Any damage resulting from settlement or lack of bracing shall be repaired by the Contractor at his own expense.
- (2) Where required, the sides of all trenches shall be securely held by bracing and sheeting which may be removed in units when the level of backfilling has reached the elevation necessary to properly protect the work and adjacent property.
- (3) When sheeting or shoring cannot be safely removed, it shall be left in place. Timber left in place shall be cut off at least 2 feet below the surface.
- (4) No additional payment shall be made for sheeting and bracing trenches.

c. Pipe Zone. The pipe zone is defined as including the pipe bedding, backfill to one-half the pipe diameter (to the springline) and the initial backfill to 12 inches above the top of the pipe.

d. Water in Excavation. The Contractor shall, at all times, take such precautions as are necessary to keep the work free from ground or surface water. Pumps of adequate capacity or other approved method shall be provided to remove water from the excavation in such a manner that it will not interfere with the progress of the work or the proper placing of other work. Water shall be discharged to a stream or storm sewer as designated by the Engineer. Ground or surface water will not be allowed to drain into or be pumped into an existing sanitary sewer. All costs of handling the water shall be included in the bid item and no additional payment shall be made.

e. Massive Rock Excavation: Contractor is responsible, at no additional cost to the owner, for excavation and removal for all rock of total original solid volume occupying less than 1 cubic yard. For rock of total original solid volume occupying 1 cubic yard or more, and which cannot be excavated with the trenching backhoe, contractor shall immediately contact the engineer before proceeding to blast or hammer the rock. The rock cross section will be determined, and alternative pipe routing considered, before proceeding to blast or hammer the

rock. Massive Rock Excavation will be paid in accordance with unit prices in current edition of RS Means.

f. Excavation beneath and near Sidewalks, Driveways, Adjacent Structures

- (1) Do not demolish, crack, or cut any part of existing concrete driveways or walkways during excavation or backfilling. When crossing beneath existing concrete sidewalks, open cuts are not permitted, and all such excavations must be by free boring or bore and jack casing method, unless called for in the dwgs.
- (2) If bore and jack casing method is used, provide corrosion-resistant coated steel casing, a minimum 0.25-inch wall thickness, at least two nominal pipe diameters larger than the water line.
- (3) All piping beneath the sidewalks and walkways shall be continuous with no fittings.
- (4) Contractor is responsible for any cracking or settlement caused by the boring or pipe installation, and must replace all portions of sidewalks, driveways, and structures damaged by boring or pipe installation, from the expansion joint ahead of the damage to the expansion joint behind the damage.

- g. Avoid excavation beneath the canopy of trees onsite exceeding 6" diameter, or as otherwise shown on the dwgs.

3.2 PROTECTION OR REMOVAL OF UTILITY LINES

- a. Contractor shall avoid interference of water lines with other utilities, and anticipate all underground obstructions such as, but not limited to, water mains, gas lines, storm and sanitary sewers, telephone or electric light or power ducts, computer line service cables, concrete, and debris. Any such lines or obstructions indicated on the drawings show only the approximate locations and must be verified in the field by the Contractor. The Owner and Engineer will endeavor to familiarize the Contractor with all known utilities and obstructions, but this will not relieve the Contractor from full responsibility in anticipating all underground obstructions whether or not shown on the drawings.
- b. The Contractor shall, at his own expense, maintain in proper working order and without interruption of service all existing utilities and services which may be encountered in the work, except that with the consent of the owner such service connections may be temporarily interrupted to permit the Contractor to remove designated lines or to make temporary changes in the location thereof as will aid in the completion of the work and at the same time maintain service to the property so originally benefited. The cost of making any temporary changes shall be at the Contractor's expense, as no additional payment will be made.
- c. Before starting construction, the Contractor shall notify all utility companies involved to have their utilities located and marked in the field. All underground utilities shall then be uncovered to verify location and elevation before construction begins. The Contractor must obtain all necessary permits.

3.3 BACKFILLING AND COMPACTING

- a. Criteria. Do not backfill trenches to a point greater than 2 feet above top of pipe until all required pressure tests are performed and utility systems as installed conform to specified requirements of appropriate sections. Backfill trenches to ground surface with selected material. Reopen trenches improperly backfilled to depth required for proper compaction. Refill and compact as specified, or otherwise correct the condition in an approved manner.

b. Open Areas.

- (1) In the pipe zone, place backfill evenly and carefully around and over pipe in layers no thicker than 6 inches. Compact with mechanical hand tampers to 95 percent AASHTO Density, Test Method T-99. Use selected backfill material of optimum moisture content. Take special care not to damage pipe wrapping or coating.
- (2) The Contractor will be required to furnish, maintain and operate at all times such equipment as necessary to keep the streets along the routes of operation in good condition throughout the life of this contract.
- (3) Excavated rock shall not be mixed with material selected for the tamped backfilling under or around the pipe and up to a level of at least two inches above the pipe, nor with backfilling material used to complete the final twelve inches backfill layer at the original ground surface.
- (4) All surplus rock excavated shall be removed and properly disposed of by the contractor.
- (5) Whenever the trenches have not been properly filled, or if settlement occurs, they shall be refilled, smoothed and finally made to conform to the surface of the ground. Backfilling shall be carefully performed and original surface restored to the full satisfaction of the Engineer. Contractor is responsible for prevention of erosion caused by disturbance of ground surface during construction.
- (6) Contractor is responsible for restoration of grassed or paved areas within the limits of his construction. Disturbed grassed areas must be restored to original condition.

c. Pavement Sections.

- (1) In the pipe zone, deposit backfill material in layers 6 inches or less. Compact each layer to 98 percent of AASHTO Density, Test Method T-99.
- (2) Above the pipe zone, backfill soil material to be deposited in 12-inch or less layers, each layer compacted to 98 percent AASHTO Density, Test Method T-99.
- (3) Where trenching through public streets, roads, or highways, provide backfill materials and methods as required by SCDOT, including flowable fill. Cut asphalt such that the perimeter of the asphalt removal area extends 12" beyond the perimeter of the excavation. Place flowable fill up to the level of the bottom of the existing pavement. Replace the removed asphalt as directed by the SCDOT engineer, with at least 4"

thickness binder and at least 2" thickness surface type asphalt. Contractor shall develop a traffic control plan in accordance with SCDOT Traffic Control Plan Manual, and shall submit this plan for approval to Regional SCDOT Office Engineer

- (4) Where lines cross under public streets, roads, or highways, and where boring is required by the SCDOT, provide boring and sleeves as per SCDOT specifications, and direction of the SCDOT Engineer.

3.4 DETECTABLE UNDERGROUND UTILITY MARKING TAPE

Provide continuous detectable underground marking tape for all buried piping. Marking tape shall be 6" wide, labeled to indicate that a Fire Protection Water Main is buried below. Marking tape shall be Detectable Underground Utility Marking Tape by Pro-Line Safety Products of West Chicago, IL, or approved equal. Install detectable underground marking tape not more than 8" below grade. The buried marking tape shall be readily detectable by a 9-volt metal detector.

3.5 PROTECTION OF PEOPLE AND PROPERTY

To protect persons from injury and to avoid property damage, adequate barricades, construction signs, torches, red lanterns and guards as required shall be placed and maintained during the progress of the construction work until it is safe for use. All material piles, equipment, and pipe that may serve as obstructions shall be enclosed by fences or barricades. Safety rules and regulations of local authorities shall be observed.

3.6 CONNECTION TO EXISTING WATER MAINS

The Contractor shall be required to connect proposed mains with certain existing mains. The approximate location of these existing mains and connections shall be as noted on the plans, but it will be incumbent upon the contractor to ascertain the exact locations of these mains. Any connection to existing mains must be made with the approval and in the presence of a representative of the Owner of the respective main. Materials and methods of connection must be acceptable to the water purveyor, and in full compliance with SCDHEC laws and regulations. Contractor is responsible for procuring all permits and paying all fees associated with connection to existing water lines.

END OF SECTION 13901

SECTION 13902 - FIRE PROTECTION WATER LINES

1.0 GENERAL

- A. General: Water lines and appurtenances shall be provided as shown on the plans and as specified herein. Trench excavation and back fill, pipe material, valves, and cutting and replacing pavement shall be as specified in other sections.
- B. Unless otherwise specified in the plans, the underground fire protection water line work will begin at and include the tap to the existing water supply line, and will end at the fire systems supply water line stub-up inside the building, at a ductile iron piping flange 12 inches above finished floor.
- C. Related Specification Sections:
All series 13900 specifications
- D. Codes:
 - (1) The entire Fire Protection System shall meet all federal, state and local codes and ordinances, and shall be approved by the local authority having jurisdiction. All materials, products, and equipment shall be Underwriters Laboratories listed or Factory Mutual approved.
 - (2) The codes and standards that apply to work under this section are named in the Fire Sprinkler Specification Sheet attached to this specification
- E. Submittals, Fees, and Documentation
 - (1) Contractor shall obtain and pay for all necessary state, municipal, county, and city permits, fees, and taxes which are applicable. Submit drawings, and product data to Engineer, AHJ, local and state Fire Marshal for approval as necessary. Submit proof of approval to the FP Engineer.
 - (2) Water meters must be purchased from the City of Columbia. Contractor is responsible for the purchasing the meter. Meters must be installed by a City of Columbia approved contractor only. List of currently approved contractors is available from the City of Columbia Department of Engineering.
 - (3) Material Data: Prior to installation, the contractor shall submit a minimum of three (3) sets of material data to the Engineer for approval. Contractor shall not begin work before receiving written approval of materials data submittal. The submittal must include as a minimum the following components:
 - a. Valves, control and check
 - b. Control valve tamper switches listed for outside use
 - c. Backflow preventer and BFP test connection
 - d. FDC, if installed by the underground contractor
 - e. Underground piping and couplings
 - f. Joint restraint devices and assemblies
 - g. Precast Underground Vaults
 - h. Hydrants
 - (4) As-Built Drawings
 - a. The contractor shall maintain as-built drawings on-site to document any changes to the contract drawings.

- b. At completion of the work all changes shall be recorded neatly with red ink by the underground piping contractor on an unused set of the contract drawings supplied by the architect. The red line changes shall be reviewed by the engineer and the completed record prints returned to the owner.
- c. The following piping components shall be identified on the contractor as-built drawings, and each component shall be located on the drawing by means of at least two distance dimensions from separate permanent objects or landmarks on the site:
 - i. All piping fittings or components that change the direction of the piping (elbows, tees, etc.)
 - ii. All valves
 - iii. Piping system point of beginning (tap or tee).
- d. See section 5.0 for additional closeout documentation.

2.0 MATERIAL

A. SCDHEC Standards

- (1) Pipe, fittings, packing, jointing materials, valves and fire hydrants shall conform to Section C of the American Water Works Association (AWWA) Standards. All materials or products which come into contact with drinking water shall be certified as meeting the specifications of the American National Standard Institute/National Sanitation Foundation Standard 61, Drinking Water System Components - Health Effects. The certifying party shall be accredited by the American National Standards Institute. Asbestos cement pipe shall not be used in potable water systems except in the repair of existing asbestos cement lines. Metallic pipe and fittings shall be lead free in accordance with R.61-58.4(F). Thermoplastic pipe shall not be used above grade.
 - (2) Used Materials - Water mains which have been used previously for conveying potable water may be reused provided they meet the above standards and have been thoroughly cleaned and restored practically to their original condition.
 - (3) Gaskets and Joints - Gaskets, O-rings, and other products used for jointing pipes, setting meters or valves, or other appurtenances which will expose the material to the water shall not be made of natural rubber or any other material which will support microbiological growth. Lubricants which will support microbiological growth shall not be used for slip-joints. The use of vegetable shortening to lubricate joints is prohibited.
- B.** Pipe shall be of the type, size, class and diameter as shown on the plans. Pipe shall be designed for laying condition as shown on the plans and minimum depth of cover of 36 inches. Pipe and fitting material shall be as specified in other sections as follows:
- (1) Ductile Iron Pipe - Section 13903
 - (2) Fire Hydrants – Section 13905
 - (3) Valves and Appurtenances - Section 13906
- C.** Each control valve, except for key-operated valves in road boxes, shall have an electronic tamper switch listed for outside use.
- D.** All piping, fittings, valves, and other components in contact with potable water shall be National Sanitation Foundation ANSI/NSF Standard 61 certified by an ANSI accredited third party, and so marked on the fittings and valves, and at regular intervals along the piping. EXCEPTION: Not required for piping system components on the fire sprinkler system side of a backflow preventer assembly.

3.0 EXECUTION

- A. Piping and appurtenances shall be installed in accordance with the best practice, manufacturer's instructions, AWWA, NFPA 13, NFPA 24, and Engineer's direction.
- B. Location: Piping shall be installed at the locations shown on the plans and to the position, alignment and grade shown thereon. Prior to the beginning work at any location, contractor shall consult with the Owner and Engineer to determine that all rights-of-way, permits and other legalities are in order. Contractor shall familiarize himself with all conditions and/or limitations of such rights-of-way or permits, and shall fully comply with all such requirements. All work shall be confined to right-of-way or permit limits and any encroachment beyond such limits shall be the Contractor's liability.
- C. Clearing and grubbing: the site shall be cleared and grubbed as necessary.
- D. Trench Excavation shall be as specified in Section 13901.
- E. Installation of Pipe and Appurtenances: Contractor shall haul pipe and appurtenances to the work site and distribute them neatly along the trench prior to laying. Pipe shall be carefully handled to prevent damage by using mechanical hoist and other approved methods. All damaged pipe and appurtenances shall be rejected and removed from the work site.
- F. Pipe and appurtenances shall be kept clean and open ends securely plugged when pipe laying is not in progress. The inside of the pipe shall be thoroughly inspected and cleaned prior to lowering into the ditch, and care shall be exercised after the pipe is in place to prevent dirt or other extraneous material from getting into the pipe.
- G. Fittings, valves, and other appurtenances shall be installed where indicated on the plans or as directed by the Engineer. The Contractor shall install thrust restraints to prevent movement at bends, tees and valves placed in the line.
- H. Connections to existing facilities shall be made where shown on the plans or directed by the Engineer. Wet taps, using tapping sleeves and valves, shall be made unless otherwise indicated in the bid dwgs and specifications.
- I. Backfilling and compacting of trenches shall be as specified in Section 13901.
- J. Install underground piping with restrained joints at horizontal and vertical changes in direction. Use restrained-joint piping, thrust blocks, anchors, tie-rods and clamps, and other supports.
- K. See Division 13 Sections for fire-suppression water piping inside the building.

3.1 ANCHORAGE INSTALLATION

- A. Apply full coat of asphalt or other acceptable corrosion-resistant material to surfaces of installed ferrous anchorage devices.
 - B. Install anchorages for tees, plugs and caps, bends, crosses, valves, and hydrant branches, as per NFPA 24
- 3.2 VALVE INSTALLATION -See drawings. Contractor shall provide a means to pump or drain water from underground vaults.
- 3.3 DETECTOR CHECK VALVE INSTALLATION -Not Used
- A. Install detector check valves for proper direction of flow. Install bypass with water meter, gate valves on each side of meter, and check valve downstream from meter.
 - B. Support detector check valves, meters, shutoff valves, and piping on brick or concrete piers.
- 3.4 WATER-METER INSTALLATION –Provide vault and piping through the vault per City of Columbia requirements.
- 3.5 ROUGHING-IN FOR WATER METERS - Provide piping through the vault per City of Columbia requirements.
- 3.6 BACKFLOW-PREVENTER INSTALLATION - Provide BFP assembly in vault per City of Columbia requirements.
- 3.7 VAULT INSTALLATION -Not Used
- 3.8 PROTECTIVE ENCLOSURE INSTALLATION-Not Used
- 3.9 FIRE HYDRANT INSTALLATION
- A. General: Install each fire hydrant with separate gate valve in supply pipe, anchor with restrained joints or thrust blocks, and support in upright position.
 - B. See specification section 13905.
- 3.10 FLUSHING HYDRANT INSTALLATION -Not Used
- 3.11 FIRE DEPARTMENT CONNECTION INSTALLATION
- A. Install fire department connections of types and features indicated.
 - B. Install ball drip valves at each check valve for fire department connection to mains.
 - C. Install protective pipe bollards on two sides of each freestanding fire department connection.
- 3.12 ALARM DEVICE INSTALLATION
- A. General: Comply with NFPA 24 and International Building Code for devices and methods of valve supervision.
 - B. Supervisory Switches: Supervise valves in open position. Switches must be listed for outside use.

- C. Connect alarm devices to building fire alarm system. Wiring and fire-alarm devices are specified in Division 13 Section "Fire Alarm."

3.13 POST HYDRANT INSTALLATION-Not Used

3.14 CONNECTIONS -Not Used

3.15 IDENTIFICATION

- A. Install continuous underground detectable warning tape during backfilling of trench for underground water-service piping. Locate below finished grade, directly over piping.

4.0 TESTING INSPECTION AND ACCEPTANCE

- A. All work shall be subject to inspection and approval prior to acceptance and payment. Notify FP engineer at least within 5 working days before covering pipe, so inspection can be scheduled.

- B. Pressure Testing:

- (1) Conduct piping tests before joints are covered and after any thrust blocks have hardened sufficiently. Fill pipeline 24 hours before testing and apply test pressure to stabilize system. Use only potable water.
- (2) Piping from the main to the building stub-up and hydrant loops shall successfully meet a pressure test of 150% of the working pressure, OR 200 psi, whichever is greater.
- (3) The test must be conducted in accordance with Section 4 of AWWA Standard C600-87, NFPA 24, and as specified below.
- (4) The line shall be slowly filled with water and all air expelled through air valves or other means. A suitable test pump, furnished by the Contractor, shall be connected to the line by means of the tap in the line, or other suitable methods, and the proper test pressure slowly applied to the line.
- (5) Pressure test shall be maintained for at least two hours, at full test pressure of 285 psi..
- (6) Over a 2-hour pressure test at 150% of the working pressure, or 200 psi, no pressure drop over the 2-hour duration is acceptable.
- (7) Should the test disclose any leakage, the Contractor shall, at his own expense, locate and repair the defect until leakage is fixed.

- C. Cleaning and Disinfection: Continuous Feed Method per AWWA C651

- 1. Purge new water-distribution piping systems and parts of existing systems that have been altered, extended, or repaired before use.
- 2. Use purging procedure prescribed by authorities having jurisdiction or, if method is not prescribed by authorities having jurisdiction, use procedure described in AWWA C651 (2.5 ft/sec) for disinfection flushing of piping. Flush piping system with clean, potable water until dirty water does not appear at points of outlet.

3. Use disinfecting procedure prescribed by authorities having jurisdiction or, if method is not prescribed by authorities having jurisdiction, use procedure described in AWWA C651 or as described below:
 - a. Fill system or part of system with water/chlorine solution containing at least 50 ppm of chlorine; isolate and allow to stand for 24 hours.
 - b. Drain system or part of system of previous solution and refill with water/chlorine solution containing at least 200 ppm of chlorine; isolate and allow to stand for 3 hours.
 - c. After standing time, flush system with clean, potable water until no chlorine remains in water coming from system.
 - d. Submit water samples in sterile bottles to authorities having jurisdiction. Repeat procedure if biological examination shows evidence of contamination.
 - e. Prepare reports of purging and disinfecting activities.
 - f. The Contractor shall furnish chemicals required, and third party bacterial analyses where required.
 - g. Water for testing and sterilizing will be furnished by the Owner at no cost to the Contractor. Contractor shall furnish all necessary pipe or hose extensions or transportation to the point of use and shall exercise care in the use of water.

D. Flushing:

- (1) Underground mains and lead-ins to sprinkler system risers must be completely flushed from the riser stub-up inside the building before connection is made to sprinkler system. See NFPA 24 section 10.10.2.
 - a. Provide flushing velocity of 10 ft per sec or maximum flow rate available. The temporary flushing piping routing flushing water outside the building from the stub-up shall be not less than the system stub-up diameter (6") at the stub-up DI flange.

Contractor shall install temporary piping from the stub-up to the exterior of the building to enable flushing.

E. Test Certificate:

Contractor shall provide to the Engineer 3 copies of "Contractor's Material and Test Certificate for Underground Piping" as required by NFPA 13.

F. Cleanup:

- 1) All pipeline rights-of-way and pipework areas shall be cleaned up and left in a condition satisfactory to the Owner.
- 2) Cleanup of work along roads shall be made immediately upon completion of the backfill operation.

3) Trenching and pipe laying shall be stopped at any time that cleanup work lags and shall not be resumed until cleanup progress is satisfactory to the Owner.

4) Final cleanup and condition of the work area shall be subject to approval of the Owner, with all defects in trench settlement, pavement patches and other deficiencies being promptly corrected.

5.0 CLOSEOUT

- A. Upon acceptance by the owner, the completed system shall be placed in normal service. Final approval and acceptance shall be granted only after the satisfactory completion of acceptance testing, and only after receipt of all required documents and approval of all authorities having jurisdiction.
- B. Prior to final acceptance, the contractor shall provide the following documentation:
 - 1) Two sets of red-lined as-built drawings, including location of system components as required by section 1.0D(5)c.
 - 2) Two sets of as-built flow calculations if the actual piping differs from the original design
 - 3) NOT USED
 - 4) Operations and Maintenance manuals for all equipment
 - 5) 2 copies of the Record of Completion as required by NFPA 72 for the detection and control portion of the system
 - 6) Successful acceptance test results
 - 7) Letter of Warranty – See 6.0 A. below

6.0 WARRANTY

- A. The contractor shall warranty the complete system to be free of defects due to manufacture or installation for a period of 365 days from and exclusive of the date on which the Engineer certifies final acceptance.
- B. System Inspections - The contractor shall provide a follow up inspection no sooner than 30 days prior to the warranty expiration. Inspections shall be conducted in accordance with the manufacturer's guidelines and shall comply with the recommendations of NFPA standards. Documents certifying satisfactory system(s) operation shall be submitted to the owner upon completion of each inspection.

END OF SECTION 13902

SECTION 13903 - WATER LINES – DUCTILE IRON PIPE

1.0 GENERAL

This section shall cover Ductile Iron Pipe (DI) as used for water mains. All DI water pipe shall be suitable for use as a pressure conduit. All layout, materials, devices, testing, and installation shall be performed in compliance with National Fire Protection Association Pamphlet #24, 2010 Edition, *Standard for the Installation of Private Fire Service Mains and Their Appurtenances*.

1.1 RELATED SECTIONS

- a. All 13900 series specifications

2.0 MATERIALS

- a. Ductile iron pipe shall conform to the requirements of AWWA C151/ANSI A21.51, AWWA C150/ANSI A21.50 minimum pressure class 350, exterior bituminous coated, interior cement lined as per ANSI A21.4. Provide manufacturer's standard exterior bituminous coating for all ductile iron pipe.
- b. All piping, fittings, valves, and other components in contact with potable water shall be National Sanitation Foundation ANSI/NSF Standard 61 certified by an ANSI accredited third party, and so marked on the fittings and valves, and at regular intervals along the piping. EXCEPTION: Not required for piping system components on the fire sprinkler system side of a backflow preventer assembly.
- c. Fittings shall be ductile iron grade 70-50-05 conforming with ANSI A21.53, interior cement lined as per ANSI A21.4, exterior bituminous coated. Provide manufacturer's standard exterior bituminous coating for all ductile iron pipe and fittings.
- d. Unless otherwise shown in the drawings or specifications, all joints between fittings and piping shall be mechanical mega-lug, thrust-restraint type By EBBA Iron of Eastland, TX, or approved equal UL Listed/FM Approved for fire protection lines. All straight pipe couplings shall be fitted with thrust-restraint type harness By EBBA Iron of Eastland, TX, or approved equal UL Listed/FM Approved.
- e. Provide continuous detectable underground marking tape for all buried piping. Marking tape shall be 6" wide, labeled to indicate that a Water Main or Fire Protection Water Main is buried below. Marking tape shall be Detectable Underground Utility Marking Tape by Pro-Line Safety Products of West Chicago, IL, or approved equal. Install detectable underground marking tape not more than 8" below grade.

3.0 INSTALLATION AND FIELD TESTING

- a. All DI pipe shall be installed in accordance with ASTM D-2321, and according to manufacturers recommendations.

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- b. Maximum allowable pipe deflection shall be five (5) percent. Deflection shall be checked with a pin-type "Go/No Go" gauge. All pipe failing deflection tests shall be removed, reinstalled and retested at no additional cost to the Owner.
- c. Leakage testing of all pipe shall be conducted in accordance with Section 13902.
- d. Provide detectable underground marking tape. The tape must be detectable using an ordinary 9-volt metal detector.

END OF SECTION 13903

SECTION 13905 - FIRE HYDRANTS

1.0 SCOPE

Fire hydrants shall be provided as shown on the plans and as specified herein.

1.1 RELATED SECTIONS

All 13000 specifications

2.0 MATERIAL

a. Fire Hydrants shall be of cast iron, compression type, opening against pressure, and shall conform to AWWA C502, latest revision. Hydrants shall have 6-inch mechanical joint connection with a 5 ¼ inch valve opening. Each hydrant shall have two 2 ½ inch hose nozzles and one 4 ½ inch pumper nozzles, with washers. Exception: Provide 5-1/4" pumper nozzle if required by the local fire department. Contractor must coordinate pumper nozzle diameter with local fire department. Barrel lengths shall be generally for 4 ½ foot bury body, except where other lengths are necessitated by the hydrant location. Threads, operating nuts and direction of opening shall be identical to that of existing hydrants on the system. It shall be the Contractor's and manufacturer's responsibility to insure that threads, nuts and direction of opening match existing types.

(1) Hydrant barrel shall be made in two sections joined together a few inches above the ground line by a water tight coupling, or break ring, so designed that if a break occurs, it will occur at this point. Ring shall be easily and cheaply replaceable. Valve stem shall be in two sections, jointed by a special coupling at the same point as the break ring, so break and the valve will not be disturbed. All working parts shall be removable without disconnecting the hydrant.

(2) Hydrants shall be Mueller Company "Centurion" or approved equal.

3.0 INSTALLATION

a. Fire Hydrants shall, in general, be set well back of the curb or ditch line, with the break ring approximately 2 inches above finished ground or pavement elevation. A minimum of 2 cubic feet of washed stone shall be placed under and around the bottom of each hydrant to facilitate drainage. Hydrants shall be well blocked with concrete as shown on the drawings.

(1) Crushed stone for the hydrant foundation shall be washed stone or gravel grade to 1 ½ to 1 inch and down with a minimum amount of fines.

(2) Each hydrant shall be painted, after installation, with an acceptable paint of color (s) selected by the owner.

(3) Hydrant drains shall not be connected to or located within ten (10) feet of sanitary sewers.

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- b. Hydrant Leads - The hydrant leads shall be a minimum of six (6) inches in diameter. Auxiliary gate valves shall be installed in all hydrant leads.

END OF SECTION 13905

SECTION 13906 - VALVES AND APPURTENANCES FOR WATER LINES

1.0 SCOPE

Valves, gates and appurtenances shall be of the type, size and class shown on the plans. All valves shall have UL-Listed thrust-restraint type joints, except where flagged or other type ends are specifically shown or required. Flanges shall be 125-lb. or 250-lb. ANSI Standard as required by the location. All valves shall be furnished with operating devices as specified or shown. Valves shall be of at least the same class as the pipe with which they are used. All valves shall be UL-Listed/FM Approved for fire service use.

- a. Gate Valves, for water service, larger than 2-inch, shall be iron body, parallel seat type, bronze fitted with double discs and wedges, non-rising stem and provided with suitable stem seals. Valves shall conform to AWWA C500, designed for a minimum operating pressure of 200 psi, with higher pressure valves provided as required for each location. Manufacturer shall be Mueller, American Valve and Hydrant, or H&M, or equal.
- b. Tapping valves shall be Mueller H-667 or equal. Tapping sleeves shall be Mueller H-615 or 610 or equal.
- c. Gate Valves will be required on all hydrant valves and at such other locations as designated by the Engineer. Valves shall be restrained with a "Regular MJ Tee-Swivel x Solid Adapter – MJ Valve" cement lined, as manufactured by Tyler Pipe and Foundry Co., or approved equal. Adapters may vary in length but should be 12" where practicable.
- d. Air Valves for water lines shall be APCO Model 200 Air Release Valve, Crispin Pressure Air Valve, or equal, designed for minimum 200 psi pressure, and of size as shown.
- e. Blow-Off-Valves shall be sized as noted on drawings. It shall be constructed to include fittings, valves, extension arm, and necessary items implied or shown on detail drawings.
- f. Valve Boxes shall be cast iron, three-piece, screw type with covers and bases. Boxes shall be of suitable size for the valve with which they are used and fully adjustable for the depth of setting, extension piece being furnished where necessary. Drop type covers shall be provided for each box with the proper word designating the valve service cast into its top surface. Oval type bases shall be provided and shall be so designed to fully support the box without the weight of the box or super-imposed load being transmitted to any part of the valve or adjacent pipe on either side.

The valve manufacturer shall warrant the valve to be free of defects in material and workmanship for a period of three years from date of shipment, provided the valve is installed and used in accordance with all applicable instructions. Electrical components shall have a one-year warranty.

The Valve manufacturer shall be able to supply a complete line of equipment from 2" through 24" sizes and a complete selection of complementary equipment. The valve manufacturer shall also provide a computerized cavitation chart which shows flow rate, differential pressure, percentage of valve opening, Cv factor, system velocity.

2.0 MATERIAL TESTING

Valves shall be tested to double the design working pressure, and the test results furnished to the Engineer upon request.

3.0 INSTALLATION

Valves, gates and appurtenances shall be installed in accordance with the best practice, manufacturer's instructions and at the Engineer's direction.

- a. Valves shall be installed at locations shown on the plans. Valves shall be carefully handled, cleaned and checked for operation prior to backfilling. Care shall be taken to insure that no dirt, rock or other obstacles that would interfere with operation are left in the valve.
 - (1) A Valve Box shall be installed on each under-ground valve. Boxes shall be carefully set, centered exactly over the operating nut and truly plumbed. Base shall be set on brick, so arranged that the weight of the valve box and super-imposed loads will bear on the base and not on the valve or pipe, Extension stems shall be furnished where the depth of bury places the operating nut in excess of 4 feet beneath finished grade.
- b. Air Valves shall be installed where shown on the plans or where directed by the Engineer. Each valve shall be installed in a manhole or concrete pipe vault with cast iron cover and frame, and shall be complete with auxiliary piping and valves as shown. If the test pressure is greater than a valve design pressure, the valve shall be removed from the line and air blown off manually during tests.
- c. Blow-Offs shall be installed where shown on the plans or where directed by the Engineer. Each blow-off shall be installed in cast iron/concrete meter box and shall be complete with necessary piping.

4.0 SERVICE

Shop drawings on all valves and other items as specified shall be submitted to the Engineer for approval. Service manual shall be furnished for each item specified in this section, as applicable. Service manual shall contain a description of equipment, spare parts list, and complete installation, operation and maintenance instructions.

END OF SECTION 13906

SECTION 13910 - FIRE PROTECTION SYSTEMS MATERIALS AND METHODS

PART 1 GENERAL

1.01 SECTION INCLUDES

Pipe, fittings, valves, connections, and equipment for sprinkler systems.

1.02 RELATED SECTIONS

All 13900 series specifications

1.03 REFERENCED CODES

- A. All work pertaining to the Fire Protection Systems shall comply with codes and standards referenced in the attached Fire Sprinkler Systems Specification Sheet.
- B. The entire Fire Protection System shall meet all federal, state and local codes and ordinances, and shall be approved by the local authority having jurisdiction. All materials, products, and equipment shall be Underwriters Laboratories listed or Factory Mutual approved.
- C. Contractor shall contact the A/E immediately for clarification if there is any discrepancy within the bid documents or between the bid documents and the referenced codes.

1.04 SUBMITTALS AND FEES

- A. The Contractor shall be responsible for all submittals, which may be required by state and/or local agencies. All cost for these services shall be the responsibility of the Contractor. Copies of all correspondence relating to such submittals shall be forwarded to the Engineer. Contractor shall pay for all fees and costs arising from this installation, and shall obtain and pay for all necessary state, municipal, county, and city approvals, permits, fees, and taxes applicable to the work including any necessary road boring and underground piping tap fees, unless otherwise indicated in these specifications or the drawings.
- B. Contractor shall not in any case begin work prior to receiving submittal approvals and Certificate of Compliance from the FP Engineer. Contractor shall allow 15 working days for engineer review.
- C. Upon approval of the FP Engineer and receipt of the engineer-sealed Certificate of Compliance, contractor shall submit one set of the engineer-sealed Fire Sprinkler System Specification Sheet, engineer-sealed Certificate of Compliance, and corresponding engineer-approved shop drawings, hydraulic calculations, seismic bracing calculations, and materials data to the SC Office of State Fire Marshal, SC Office of State Engineer, and local Fire Department for approval.
- D. Contractor shall submit written proof of approvals by the SC State Fire Marshal (SFM), SC Office of State Engineer (OSE) and local Fire Department (FD) to the FP Engineer. Any work performed by the

contractor before receiving SFM, OSE, and local FD approvals is at the contractor's risk.

- E. Final approval and acceptance shall be granted only after the satisfactory completion of acceptance testing specified by NFPA 13, NFPA 20, NFPA 24, NFPA 72, and only after receipt of all required test documents and approval of all authorities having jurisdiction.
- F. Installation shall be based on Contractor's actual survey of existing facilities and all of the latest general construction, structural, heating and air conditioning, plumbing, and electrical drawings.
- G. Shop drawings shall be drawn accurately to scale, in sheets of uniform size. Drawings and calculations will be computer generated, manual drawings or calculations will not be accepted. Show each system and its installation in detail, and include the following, as a minimum, as required by the appropriate NFPA standard and SC contractor licensing law:
 - 1. Project name and address.
 - 2. Name, address, and telephone number of the General Contractor and the Sprinkler Subcontractor.
 - 3. Each shop drawing sheet must bear the authorized signature and license number of the fire sprinkler contractor licensed in SC who prepared the drawings. No shop drawings submittal will be reviewed without this information on each sheet.
 - 4. Site plan: In the sprinkler contractor shop drawings submittal to the FP engineer, include the engineer-sealed underground water supply piping drawings provided by the underground water supply piping design engineer. To the engineer-sealed underground water supply piping drawings, add hydraulic node points to the drawing corresponding with sprinkler contractor hydraulic calculations. Include the underground water supply piping design engineer's Fire Sprinkler System Underground Water Supply Piping Specification Sheet with the shop drawings submittal to the FP engineer. This Underground Water Supply Piping Specification Sheet is the basis of the sprinkler system hydraulic design. Begin calculations at the test hydrant.
 - 5. System plans showing pipe layout and sprinkler quantities and locations for all systems in the building, including, but not limited to: sprinkler systems, standpipe supply systems, standpipe and hose station locations.
 - 6. Full height sections as necessary to describe the work. Provide at least two perpendicular cross sections completely across each building showing sprinkler system components such as piping, hangers, hanger fasteners, sprinkler heads, seismic bracing locations in the cross sections. Contractor must show sprinkler system components on any cross sections provided on the A/E FP drawing sheets.
 - 7. Indicate, on the plans, the nominal diameter of pipe and show center-to-center pipe lengths, or cut lengths.
 - 8. Indicate, on the plans, the location of all control valves, check valves, drain points, and test connections.

9. Show location and size of riser nipples, types and locations of all hangers and sleeves. Identify each type of hanger shown on the plan view drawing. Provide a detail of each type hanger used, including method of fastening to the structure.
10. Show on the contractor shop dwgs all seismic design elements. Show location of each rigid seismic brace, cable bracing is not permitted. On the plan view and riser details dwgs show the location of each seismic brace and flexible coupling. Identify each type of brace and flexible coupling on the plan view drawing with a letter or number to correspond with the brace and flexible coupling detail identification letter or number. Provide a detail of each seismic design assembly to be used, including method of fastening to the structure, and including the following assembly details as a minimum:
 - a. Longitudinal and lateral pipe bracing and 4-way riser bracing
 - b. Branchline restraint
 - c. Flexible couplings
 - d. Retaining straps on hanger C-clamp fasteners
 - e. Wall penetration clearances when used in lieu of flexible couplings
 - f. Seismic joint assemblies
11. Indicate the calculated seismic design zone of influence on plan view drawings. Sway brace load calculations are required and shall be submitted to the Engineer for approval at the same time as the shop drawings. Calculations shall be in the same form as that show in the example calculation form shown in the 2010 NFPA 13. The minimum allowable horizontal force factor shall be $F_{pw} = C_p W_p$. Use a minimum $C_p = 0.32$. If a higher C_p is required by the Structural Engineer, the Building Code, or the AHJ, the higher C_p shall be used as the minimum.
12. Identify each flexible pipe coupling on the plan view drawing.
13. In a detailed schematic of all sprinkler and standpipe risers, identify all component parts, bracing, and accessories.
14. Show flushing connections in cross mains as specified in NFPA 13, Section 8.16.3.
15. Provide the material to be included on the hydraulic data nameplate, and information required by NFPA 13, Section 22.3.
16. Nodes of hydraulic calculations must correspond to nodes on drawings.
17. For any submitted antifreeze system, provide antifreeze concentrate materials data, total volume of antifreeze solution, volume of concentrate required, freeze temperature of the solution, and calculated expansion chamber volume.
18. Notify Engineer in writing at time of submittal, of any deviations from the requirements of the contract documents.
19. Provide all other information required by NFPA 13 for working plans, NFPA 14, and NFPA 24 as applicable.

- H. Product Data: Provide manufacturers catalogue information. Indicate pipe actual diameters, valve friction losses and ratings including installation, maintenance, and testing procedures, dimensions, wiring diagrams, etc. Where any devices, which are provided or furnished, involves work by another contractor, submit additional data copies directly to that contractor. Where any Materials Data Sheet indicates more than one size, style, color, etc, the contractor shall clearly indicate which items are to be included or excluded. When submitting a packet of sheets, provide an index page listing all items included in the submittal. Before installation, provide data from manufacturer and receive approval from the engineer for the following devices and materials:

1. All piping, fittings, and couplings
2. Control valves
3. Check valves, including alarm check valve and trim
4. Valve supervisory devices
5. All sprinklers
6. Sprinkler flexible connections
7. Waterflow devices, tamper switches, dry system low press switch
8. Dry valve
9. Hangers including fasteners.
10. Penetration seals
11. Hose stations including hose valves, press reducers, adapters, cap & chain
12. Seismic components including piping, fasteners, joints, hanger straps, clamps
13. Soffit Materials
14. Primer and Paint
15. Main pressure reducer
16. Sprinkler head trim rings
17. Anti-freeze loop assembly components, including valves, expansion chamber, antifreeze concentrate materials data with MSDS sheet
18. See section 13935 for firepump information required

- I. FP Engineer Submittals: Five (5) copies of the system shop drawings, hydraulic calculations, manufacturers' descriptive literature, and seismic bracing calculations shall be submitted for approval to the FP Engineer.

1. The contractor shall submit complete packages. Provide shop drawings, hydraulic calculations, manufacturers' descriptive literature, and seismic bracing calculations in one submittal. Partial submittals will not be reviewed.
2. The Engineer will review the contractor submittal package of shop drawings, hydraulic calculations, manufacturers' descriptive literature, seismic bracing calculations, and one re-submittal.
 - a. For submittals in excess of one (1) re-submittal, the Contractor shall reimburse the Owner, for additional services required of the engineer by these additional re-submittals.
 - b. No additional time will be allowed the Contractor for delays caused by excess number of re-submittals.

3. Contractor re-submittals shall indicate on each drawing sheet:
 - a. Revision number, date, and description of the revision in the dwg sheet title block
 - b. Revised portion of the dwg sheet shall be clouded and tagged with the correct revision number.
 4. Contractor re-submittals shall indicate in the revised calculations package:
 - a. Revision number, date, and description of the revisions.
 - b. Revised portion of the calculations shall be clouded and tagged with the correct revision number.
 5. Each contractor re-submittal to the FP Engineer via the Architect shall include a response letter, wherein the contractor provides a complete response to each item of the previous FP Engineer review letter, explaining in detail all action the Contractor has taken in response to the review item. Numbering of the Contractor response items shall be consistent with numbering of the latest FP Engineer review letter items.
- J. Project Record Documents: Maintain, at the site, an up-to-date marked set of as-built drawings. Upon completion of the project, the sprinkler contractor shall provide as-built drawings and additional close-out documentation as required by specification 13925 section 4.01.
- K. At the completion of the work, the sprinkler subcontractor shall provide a small scale plan of the building. The plan shall be drawn on a minimum sheet size of 18" x 24". Where a building contains more than one fire sprinkler system, identify the areas covered by different sprinkler systems. Clearly show the locations of all control valves, low point drains, and inspector's test connections. The plans shall be neatly drawn and color coded, to indicate the portion of the building protected by each system, framed under plexi-glass and permanently mounted on the wall at the sprinkler riser. Coordinate mounting location with the Facilities Manager.
- L. Water Supply shall be provided from the existing water main. Contractor is responsible for designing a system that will perform properly on the available water supply. See attached specification sheet for available supply.

PART 2 PRODUCTS

2.01 PRESSURE RATING

- A. All components of the fire sprinkler systems shall be minimum 175 psi pressure rated. This includes all piping, fittings, valves, sprinkler heads, and switches.

2.02 BURIED PIPING

- A. Ductile iron pipe shall conform to the requirements of ANSI A21.51 minimum pressure class 350, exterior bituminous coated, interior cement lined as per ANSI A21.4. Provide manufacturer's

standard exterior bituminous coating for all ductile iron pipe.

- B. Fittings shall be ductile iron grade 70-50-05 conforming with ANSI A21.53, interior cement lined as per ANSI A21.4, exterior bituminous coated. Provide manufacturer's standard exterior bituminous coating for all ductile iron pipe and fittings.
- C. All joints between fittings and piping shall be mechanical mega-lug, thrust-restraint type By EBBA Iron of Eastland, TX, or approved equal thrust-resistant UL Listed/FM approved for fire protection lines.
- D. Stub-up into building shall be flanged ductile iron; uni-flange type joint is not permitted.
- E. All components of the underground piping system shall be corrosion-resistant stainless steel, or galvanized, or asphalt-coated. This includes harnesses and all fastener components such as bolts, lugs, washers, nuts.

2.03 ABOVEGROUND PIPING

- A. Pipe Specifications: Pipe used shall meet or exceed the requirements of NFPA 13, Section 6.3. All pipe 2" diameter and less shall be steel Schedule 40, with threaded couplings. Pipe larger than 2" shall be steel minimum schedule 10, with welded or roll grooved couplings. All threaded pipe shall be minimum schedule 40. Pipe must meet ASTM Standard #A795, or #A135, or #A53. All dry system and pre-action system piping shall be internally galvanized. Non-galvanized fittings are permitted.
- B. Plain end type fittings, plain end couplings, or clamp fittings for sprinklers will not be used or accepted. All fittings shall be shop welded per AWS D10.9, Level AR-3, or shall be threaded cast iron as per ASME #B16.4, or shall be roll grooved for pipe sizes over 2" diameter. No on-site welding is permitted. No other fittings will be acceptable on piping. Use of bushings is not acceptable or permitted in any circumstance.
- C. Provide flexible couplings as required by seismic provisions of NFPA 13. Avoid installation of more flexible couplings than required by seismic provisions of NFPA 13, and use rigid couplings where acceptable.
- D. A stock of spare sprinklers and nozzles shall be provided as required by NFPA 13. These shall correspond to the types and temperature ratings of the nozzles and sprinklers in the property. They shall be kept in a cabinet located in the main riser room. A special sprinkler wrench shall also be provided and kept in the cabinet to be used in the removal and installation of sprinklers and nozzles.
- E. All exposed piping, fittings, and seismic bracing to be painted Alert Red, by Rose-Talbert. Acceptable manufacturers are Rose-Talbert, Sherwin-Williams, Benjamin-Moore, or equal. Primer as specified by the paint manufacturer shall be used. Surface preparation shall be as per paint manufacturer's recommendations. Paint all exposed piping at mechanical rooms, riser room, firepump room, storage rooms, or other rooms with no finished ceilings.
- F. Couplings between piping (or between piping and fittings) of different diameters shall be of the concentric reducer type. Bushings will not be accepted under any circumstance. Exception: fittings at

a fire pump may be of eccentric reducer type.

2.04 PIPE HANGERS, SUPPORTS, AND SEISMIC PROTECTION

- A. Conform to NFPA 13.
- B. All components that attach to the structure shall be UL listed or FM approved. Powder-actuated fasteners are not permitted.
- C. Fasteners used in hollow masonry walls shall be listed and recommended by the manufacturer for such use, such as HILTI HIT HY 20, or approved equal.
- D. Provide seismic restraining clips on all single set-screw beam clamps.
- E. Attach hangers and seismic braces only to top chord of joist, truss, or top beam flange, unless specific approval is provided by the project structural engineer.
- F. For steel joist pipe hanger vertical loading, no single pipe hanger load may exceed 50 LBS, no single joist may be loaded at more than 300 LBS, and there must be at least one panel point between single pipe hanger vertical loads to the same joist. EXCEPTION: Any joist loading specifically approved by the structural engineer is acceptable.
- G. Use of Sammy Screw or other special listed fasteners must be used only in strict accordance with listing criteria and manufacturer's instructions.
- H. For side beam fasteners in wood, strict attention shall be placed upon making sure the fastener is the minimum distance from the bottom of the joist/beam in accordance with NFPA 13, manufacturers instructions, and the contract documents. Hangers that are fastened too close to the bottom of the joist shall be required to be properly re-hung.
- I. When hanging from sloped surfaces, use swivel-type hanger to provide plumb hanger rod position without bending the hanger rod.
- J. Hangers from z-beams must be fastened to the web and not the flange member. Do not fasten hangers to the sloping flange members.
- K. Install and show on the contractor shop dwgs all seismic design elements in accordance with 2010. On the plan view and riser details dwgs show the location of each seismic brace and flexible coupling. Provide a detail dwg for each type of seismic design element, including the following as a minimum:
 - a. Sway bracing and 4-way riser bracing
 - b. Branchline restraint
 - c. Rigid and flexible couplings as needed
 - d. Retaining straps on hanger C-clamp fasteners
- L. When concrete decking is above the fire sprinkler piping, attach seismic bracing only to the concrete

decking above, and not to steel joists. When no concrete decking is available above the fire sprinkler piping, attach seismic bracing to only the top flange or chord of beams, joists, and trusses. Do not attach seismic bracing to the bottom chord of a joist in any circumstance. EXCEPTION: Any joist loading specifically approved by the structural engineer is acceptable.

- M. Attachment of a seismic brace to the structure with a C-clamp type fastener is not permitted, unless the clamp uses multiple set screws and is specifically listed for use as a seismic brace fastener.
- N. Seismic braces shall not be attached to z-purlins or Z-beams.
- O. Use rigid bracing only, cable bracing is not permitted. Use IBC minimum 1.5 Importance Factor.
- P. Sway brace load calculations are required and shall be submitted to the Engineer for approval at the same time as the shop drawings. Calculations shall be in a form that resembles the example calculation form shown in the 2007 NFPA 13. The minimum allowable horizontal force factor shall be $F_{pw} = C_p W_p$. Use a minimum $C_p = 0.32$. If a higher C_p is required by the Structural Engineer, the Building Code, or the AHJ, the higher C_p shall be used as the minimum.
- Q. Piping that passes through, or over, or under a seismic building joint, shall be provided with a seismic joint assembly in compliance with NFPA 13. The line where new construction adjoins an existing building shall be considered to be a seismic joint, unless specifically shown otherwise on the project FP bid drawings. Provide a 4-way brace on each side of the seismic joint assembly.
- R. Contractor must not attach hangers or bracing to the structural members in such a way that the loading capacity of the structural member is exceeded. Especially see trusses and joists that have restrictions on the loading amount, loading orientation, and location of the loading on the member. In many cases the maximum spacing between hangers and braces as allowed by NFPA 13 cannot be achieved with these members, and additional hangers and braces must be installed. Contractor is responsible for coordination with the steel erector and fabricator to insure that allowable loading is not exceeded.
- S. Symbols used on the drawings to show locations of hangers, sway braces, and seismic joint assemblies shall be clear and shall conform to the standard symbols used in NFPA 13 examples and shown in the Symbols Legend on the cover sheet of the contract documents. Symbols that are faint, non-distinct, or otherwise difficult to locate will cause the plans to be rejected.

2.05 CONTROL VALVES

- A. Sprinkler control and system isolation valves 4" or smaller shall be "UL" listed and "FM" approved indicating-type butterfly valves with integral tamper switch.
- B. Sprinkler control and system isolation valves larger than 4" shall be "UL" listed and "FM" approved indicating-type gate valves with resilient wedge, NIBCO Model F-607-RW, or equal.

2.06 DRAINS AND DRAIN VALVES

- A. All low point drains shall be installed in accordance with NFPA 13, Section 8.16.2.4, unless otherwise noted. An inspector's test connection with drain shall be installed in accordance with NFPA 13, Section 8.16.4.2, for each flow alarm.
- B. Provide splash blocks to prevent erosion where drains and test connections discharge to the building exterior. Route discharge well away from exterior HVAC, electrical, or other building features or equipment, such that no water will reach such exterior building equipment or features.
- C. All drain piping shall meet specifications of section 2.02, and shall be galvanized steel where exposed to the weather. EXCEPTION: Antifreeze system drains shall be of black steel, and painted where exposed to the weather.
- D. Provide valve to allow air release at topmost point in the system, so trapped air can be readily released when filling the system.

2.07 TAMPER SWITCHES

- A. A tamper switch shall be installed by the sprinkler contractor, on the stem of all water supply control valves, for connection to the central station signaling system. The switch shall be a GEM Model OSYSU-2 or Potter Electric Signal Model OSYSU-A2. EXCEPTION: Tamper switches in wet or outside locations shall be listed for such use.

2.08 FLOW SWITCHES

- A. A waterflow indicator shall be installed by the sprinkler subcontractor at each floor control valve assembly. The waterflow indicator shall be wired to the central station signaling system by others. The waterflow indicator shall be GEM, Potter Electric Signal, or a Viking Model. Dry system flow switch(es) shall be pressure type, Potter Electric Signal PS10-2A or approved equal.

2.09 DRY VALVE, DELUGE VALVE, PREACTION VALVE

- A. Dry Valve, deluge valve, and preaction valve shall be Reliable Model DDX, or approved equal.

2.10 DRY SYSTEM LOW PRESSURE ALARM

- A. A dry system low-pressure switch shall be installed by the sprinkler contractor, and connected to the fire alarm system by others. The dry system flow indicator shall be pressure type, Potter Electric Signal PS40-2A or approved equal.

2.11 DRY SYSTEM COMPRESSOR AND AIR MAINTENANCE DEVICE

- B. Provide a tank-mounted compressor, General or approved equal, with Reliable Model A-2 pressure maintenance device, or approved equal.

2.12 RISER ASSEMBLIES

- C. Riser assemblies shall be used to supply the sprinkler and standpipe systems as shown on the FP drawings.

2.13 SOFFIT PIPING COVERS

- A. Exposed piping is not permitted in any areas with finished ceilings. Piping that cannot be installed within walls, ceilings, or existing soffits must be concealed behind 20-gauge steel soffits manufactured by Grice Engineering of Janesville, WI, or approved equal. Sprinkler contractor shall install soffit primed, caulked, and ready to paint. No soffits will be installed without the express written approval of the engineer.

2.14 SPRINKLER HEADS

- A. All sprinkler heads in finished areas shall be UL Listed concealed type. Concealed pendant sprinklers shall be of the 'flat-plate' design; 'domed' cover concealed pendant sprinklers will not be accepted. Cover plates shall be of a color choice suitable to the owner.
- B. Piping outlets for upright sprinklers shall not be less the 1" diameter in areas that could reasonably be upfitted in the future.
- C. Sprinkler heads shall be UL/FM listed and approved Quick Response type in all areas classified Light or Ordinary 1 hazard by NFPA 13. In Ordinary Group 2 Hazard areas, Quick Response Heads are not required. In areas with AT ceilings, heads shall be installed at the center of acoustical tiles. Sprinkler coverage area shall be limited to 130 ft² in Ordinary Hazard Occupancies, unless specifically listed and approved by the engineer and OSE for extended coverage. Pendant and sidewall sprinklers in finished areas shall be of the concealed type, with cover, of a color suitable to the Architect or Owner.
- D. Sprinklers in the warehouse shall be standard response, standard spray, K-factor 11.2 or greater, Intermediate Temperature rating.
- E. Provide trim ring to accommodate 1" clearance between the sprinkler head and the ceiling membrane, as required by seismic provisions. Exception: Use of Listed Flexible heads.
- F. All pendant heads used in dry systems shall be special listed dry drop assembly type.

2.15 FIRE DEPARTMENT CONNECTIONS

- A. Contractor shall contact the local Fire Department for any local requirements beyond those of the NFPA and IBC Codes. Any FDC must be within 100' of a fire hydrant.
- B. If a 5" Storz connection is required, provide as per the requirements of the local fire Department, and

as follows:.

- 1) At elevation 30" to 36" above grade
 - 2) With 30 degree downturned elbow
 - 3) Within 100' of a fire hydrant
 - 4) No closer than 20' to a fire hydrant
- C. Place a permanent sign at the Fire Department Connection reading "FDC" in 6 inch, white, reflective letters, on a red background. Directly below the "FDC" the sign must have the name of the building served in 2 inch reflective white lettering.

2.16 POST INDICATOR VALVE

- A. For each underground water line serving a building fire sprinkler or standpipe riser, provide either a free-standing post indicator valve or a wall indicator valve visible from the outside of the building. These valves must have a tamper switch listed for outside use, connected to the building fire alarm system.

2.17 ANTI-FREEZE LOOP ASSEMBLIES – not permitted

2.18 BFP FORWARD FLOW TEST CONNECTIONS

- A. Provide a forward flow backflow preventer assembly test connection at the system riser, or manifold in the case of multiple risers, on the systems side of the backflow preventer. Test connection shall have a normally closed control valve, shall be of at least the diameter of the top of the largest system riser, and shall discharge directly to the building exterior.

PART 3 EXECUTION

3.01 PREPARATION

- A. Remove scale and foreign material, from inside and outside, before assembly.
- B. Contractor shall thoroughly flush existing supply main at maximum flow capacity before connecting new system supply stubup to the new firepump. Provide temporary piping of diameter at least as large as the underground lead-in, to carry the flushing water through an open pipe end to the exterior of the building. Flush until the water runs clear. Also backflush the 4" FDC supply piping. Contractor shall provide to the FP Engineer photographs of this flushing procedure.
- C. It shall be the sprinkler contractor's responsibility to verify all line sizes and connections. The sprinkler contractor shall report to the Engineer any discrepancies or inconsistencies on Project Drawings, and the Project Specifications. If the contractor is uncertain about any items pertaining to the project he shall contact the Engineer immediately for clarification.

- D. Contractor shall not begin work prior to receiving shop-drawing approvals from the Engineer. Contractor shall allow 15 working days for Engineer Review.

3.02 INSTALLATION

- A. The contractor shall provide labor, material, equipment, and services necessary for a proper and complete fire protection system as shown in these specifications and FP drawings.
- B. Any apparatus, machinery, material spares, small items or incidentals not mentioned herein, which may be found necessary to complete or perfect any portion of the installation in a substantial manner, and in compliance with the requirements stated, implied or intended in these specifications, shall be furnished without extra cost.
- C. The design criteria and codes listed on the Fire Sprinkler Specification Sheet shall be used in layout and installation of the fire protection systems, unless more stringent requirements are dictated by the authorities having jurisdiction.
- D. It shall be the fire protection contractor's responsibility to coordinate and interface with all trades, to route piping and provide auxiliary drains as necessary to install the sprinkler system in the space provided.
- E. The sprinkler contractor shall be responsible for sizing all piping and assemblies, in accordance with all federal, state, and local governing agencies, and shall meet the requirements of standards referenced in the attached Fire Sprinkler Systems Specification Sheet. All equipment shall be "UL" listed or "FM" approved. All materials, equipment, and devices shall be installed in full compliance with NFPA requirements, listing laboratory conditions of listing, and manufacturer's recommendations.
- F. The hydraulic calculations shall be based on the design criteria given on the Fire Sprinkler System Specification Sheet.
- G. Installation shall be neat and workmanlike in all regards, with all pipe hung true to line and grade. The weight of the pipes must be equally distributed on the hangers. Hangers that are visibly out of plumb, and seismic bracing with a vertical angle inconsistent with the seismic bracing calculations will not be accepted.
- H. Seismic braces must be installed such that they are not eccentrically loaded. Longitudinal braces must be installed such that all bracing components are in the vertical plane intersecting the piping longitudinal centerline. Lateral braces must be installed such that all bracing components are in the horizontal plane intersecting the piping longitudinal centerline.
- I. All wall and ceiling penetrations shall be furnished with escutcheon plates of the appropriate size. All penetrations of fire-rated assemblies shall be fire-stopped in accordance with the 2006 International Building Code, using a listed UL assembly. A flexible coupling shall be provided on each side of any piping penetration of a fire-rated wall, each within 12 inches of the wall. All exterior wall or roof penetrations shall be sealed weather-tight.

- J. Penetrations of 3-hour building separation firewalls shall be avoided. If absolutely necessary, such penetrations shall be firestopped with a UL Listed assembly, and made at a height no more than 3' above finished floor, and fully compliant with provisions of Factory Mutual Data Sheet 1-22, section 3.2.11, and 2.1.1.11.
- K. Clean up any excessive firestopping and weatherproofing material while the application is fresh, and before the sealant cures. Firestopping and weatherproofing must be neat and workmanlike, and will not be accepted unless meeting the following criteria:
 - 1) Sealant must not extend more than ½" beyond the hole being sealed, measured along the surface of the fire-rated membrane being penetrated.
 - 2) Sealant must not extend more than ½" out of the hole being sealed, measured perpendicular to the surface of the fire-rated membrane being penetrated.
- L. A completed contractor's material and test certificate for above ground piping shall be developed by the fire protection contractor and submitted to the FP Engineer.
- M. The sprinkler contractor is responsible for providing all spot asbestos abatement necessary to prepare the slab surface for attachment of sprinkler pipe and soffit fasteners. Asbestos removal and disposal shall be performed in full compliance with all SCDHEC Laws, Rules, and Regulations. Sprinkler contractor is responsible for obtaining all necessary asbestos removal and disposal permits and approvals.
- N. In finished building areas, contractor shall take all necessary actions to maintain the function and appearance of existing ceiling finishes, wall finishes, and floor finishes, as well as finishes of doors and trim. All damage caused by the fire sprinkler contractor to existing ceiling finishes, wall finishes, floor finishes, and finishes of doors and trim, must be repaired by the fire sprinkler contractor such that the ceiling assembly has appearance and function equal or superior to that appearance and function prior to sprinkler contractor beginning the work. Architect will determine the adequacy of any repairs.
- O. Contractor is responsible for providing freeze-protection for any system components located in areas subject to temperatures less than 40 degrees Fahrenheit. Anti-freeze systems must not exceed 40 gallons volume. Especially see any refrigerator or freezer rooms, and outside loading dock or other canopies. Use of anti-freeze requires the sprinkler sub-contractor to obtain written approval from the Water Purveyor. A copy of the approval must be submitted to the Engineer with the Shop Drawing review submittal.
- P. Provide sprinkler protection beneath any performance stage area as required by NFPA 13. Also beneath any platforms, walkways, ducts greater than 4' width.
- Q. Contractor is responsible for all system additions and/or modifications necessary to meet the 60-second criteria of the dry system trip test, including installation of accelerators and exhausters. 60-second trip criteria must be met, regardless of dry system volume. A dry system remote test connection must be provided for this purpose.
- R. Dry system air compressor shall be located in areas where compressor operating noise cannot be heard in any area of the building beyond the storage or mechanical room in which the compressor is located.

- S. Fill wet systems such that excessive trapped air is not created in the lines, using air release valve in topmost branch line called required in section 2.06 D.
- T. Avoid installation of fire sprinkler system components in zones above electrical system components where such installation is prohibited by the National Electrical Code. When such installation is unavoidable, fire sprinkler contractor shall install non-combustible protective hoods over electrical equipment where directed by the electrical engineer. The only fire sprinkler piping allowed in electrical rooms is that fire sprinkler branch line piping required to supply the fire sprinkler heads in the electrical room.
- U. Special dry sprinkler installation requirements:
 - 1) Thread only into the bull (side outlet) of a tee fitting.
 - 2) The extension nipple must be a minimum length (as specified by the manufacturer) when the sprinkler extends from a heated to an unheated area.
 - 3) Sprinklers in walk-in type coolers and freezers with automatic defrosting shall be of the intermediate temperature classification. When penetrating insulated freezer structures, the clearance around the sprinkler barrel shall be sealed using FDA approved sealant.
- V. ACCESS AND SERVICE SPACE. Clearances for maintenance and replacement.

Clearances around appliances, valving and trim, firepumps, and compressors, to elements of permanent construction, including other installed equipment and appliances, shall be sufficient to allow inspection, service, repair or replacement without removing such elements of permanent construction or disabling the function of a required fire-resistance-rated assembly. Piping shall be located in the space provided, in coordination with the other building craftwork. In areas with unfinished ceilings, the piping shall be hung as high above the floor as possible, and shall not be located in a space where it will in any way hinder the use of that space. Contact the A/E if there is any question about acceptable locations of piping, valving, or equipment.

3.03 ACCEPTANCE TESTING

- A. Contractor shall:
 - 1) Notify the local Fire Department, USC Fire Marshal, and the FP Engineer of the time and date that testing will be performed.
 - 2) Perform all required acceptance testing.
 - 3) Sign and complete the appropriate Contractor's Material and Test Certificate.
- B. Perform acceptance testing as required by NFPA 13 for aboveground and underground piping.
 - 1) Hydrostatically pressure test all piping as required by NFPA 13 or NFPA 24, and flush the underground at full flow before attaching the system to the underground piping stub-up. Flush the underground piping at the riser stub-up at full system flow, installing temporary piping of diameter less to direct water outside the building. Provide to the FP engineer 3 copies of properly completed "Contractor's Materials and Test Certificate" for above ground and underground piping at completion of the job.
 - 2) Piping shall be hydrostatically tested back to the beginning point of the fire sprinkler contractor's work. Partial hydrostatic testing may be done before system completion for the

contractor's convenience, but after total system installation is complete with all sprinkler heads installed, the complete system must be hydrostatically tested for 2 hours at 200 psi. EXCEPTION: Portions of a system subject to working pressures exceeding 150 psi shall be hydrostatically tested for 2 hours at a pressure 50 psi greater than the system working pressure. Drainage piping, and FDC piping, shall be tested and documented in the same manner as the sprinkler supply piping. Any drop in test gauge pressure or visible leakage during the 2 hours is unacceptable.

- C. Waterflow devices and associated alarm circuits shall be flowed through the inspector's test connection. An audible on-premises alarm must begin within 5 minutes of beginning the flow, and must continue until the flow stops.
- D. The main drain valve shall be opened and remain open until the system pressure stabilizes. The static and residual pressure shall be recorded on the Contractor's Material and Test Certificate.
- E. For dry systems, opening the remote inspector's test connection provides a working test of the dry pipe valve alone and QOD, if provided. Measure the following:
 - 1) The time it takes for the dry valve to trip after the remote test connection is completely open, and
 - 2) The time it takes for water to be discharged from the test connection after the remote test connection is completely open.
 - 3) Record the results on the Contractor's Material and Test Certificate.
- F. For antifreeze systems, contractor shall provide a digital refractometer, to sample the antifreeze solution. Contractor shall record in the "Additional Explanation and Notes" section of the Contractor's Material and Test Certificate the following information:
 - 1) Name of antifreeze concentrate (must be Glycerine or Propylene glycol)
 - 2) Concentration of the antifreeze solution per the digital refractor reading.
 - 3) Freezing temperature of the solution per NFPA 13 Fig 7.6.2.5(b) or Fig 7.6.2.5(c).

3.04 ROUGH-IN AND PUNCH LIST INSPECTIONS

- A. Contractor must notify the FP engineer in writing when the work is sufficiently complete for above-ceiling rough-in inspection. Give FP engineer at least 72 hours notice before the rough-in work is covered by ceiling installation.
- B. Rough-in work is sufficiently complete for inspection only when all piping, hangers, and seismic bracing is installed, and all concealed piping is ready to be pressure tested. FP engineer will witness above-ceiling piping 2-hour hydrostatic testing during above-ceiling rough-in inspection.
- C. For rough-in inspections in excess of one (1), the Contractor shall reimburse the Owner, for additional services required of the FP for these additional inspections.
- D. Contractor must notify the FP engineer in writing when the work is sufficiently complete for final inspection. Give FP engineer at least 72 hours notice.
- E. The system is sufficiently complete for final inspection only after painting is complete, and after

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A/E PROJECT # 13016.01

installation of all fire alarm and sprinkler components, including all connections to the fire panel, sprinkler heads, trim rings, dry drop assemblies, valving, tamper and flow switches, and head cabinets. FP engineer will witness complete system 2-hour hydrostatic testing during the final inspection, and will also witness testing of all fire alarm system interfaces with the fire sprinkler system.

- F. For final inspections in excess of one (1), the Contractor shall reimburse the Owner, for additional services required of the FP engineer for these additional inspections.

END OF SECTION 13910

SECTION 13925 - AUTOMATIC FIRE SUPPRESSION SYSTEMS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Wet pipe sprinkler system
- B. Dry pipe sprinkler system

1.02 RELATED SECTIONS

All 13900 series specifications

1.03 REFERENCED CODES

- A. All work pertaining to the Fire Protection Systems shall comply with codes and standards referenced in the attached Fire Sprinkler Systems Specification Sheet.
- B. The entire Fire Protection System shall meet all federal, state and local codes and ordinances, and shall be approved by the local authority having jurisdiction. All materials, products, and equipment shall be Underwriters Laboratories listed and Factory Mutual approved.

PART 2 SYSTEMS

2.01 WET PIPE SYSTEM

- A. The hydraulic calculations shall be performed in accordance with the requirements of 2010 NFPA 13.
- B. An allowance for inside and outside hose stream requirements in accordance with 2010 NFPA 13 shall be added to the sprinkler system calculations.
- C. Prepare shop drawings, hydraulic calculations, and install system to deliver densities shown on Fire Sprinkler System Specification Sheet. Sprinkler system shall provide a hydraulic pressure safety margin of not less than 10 psi.

2.02 DRY PIPE SYSTEM

- A. The hydraulic calculations shall be performed in accordance with the requirements of 2010 NFPA 13.
- B. An allowance of 100 gpm shall be added to the sprinkler system calculations for outside hose stream

requirements for Light Hazard areas, and 250 gpm for Ordinary Hazard areas, and 500 gpm for Extra Hazard Areas in accordance with 2010 NFPA 13.

- C. Prepare shop drawings, hydraulic calculations, and install system to deliver densities shown on Fire Sprinkler System Specification Sheet. System shall provide a hydraulic pressure safety margin of not less than 10 psi. Contact engineer immediately if safety margin cannot be met.
- D. Contractor is responsible for all system additions and/or modifications necessary to meet the 60-second criteria of the dry system trip test, including installation of accelerators and exhausters. 60-second trip criteria must be met, regardless of dry system volume. A dry system remote test connection must be provided for this purpose.
- E. As per NFPA 25 12.4.4.3.1, leaks anywhere in the dry system resulting in air pressure losses greater than 0.7 bar (10 psi) per week shall be located and repaired. Leaks can be located by inspecting the system for damage or by applying leak detecting fluids to pipe joints and valve packing nuts or bonnets.

PART 3 EXECUTION

3.01 INSTALLATION STANDARDS

- A. All work pertaining to the Fire Protection Systems shall comply with the codes and standards referenced in the attached Fire Sprinkler Systems Specification Sheet.
- B. The entire installation shall meet all federal, state and local codes and ordinances, and shall be approved by the local authority having jurisdiction. All materials, products, and equipment shall be Underwriters Laboratories listed or Factory Mutual approved.

PART 4 CLOSEOUT

4.01 DOCUMENTATION

The contractor shall provide 3 bound booklets to the A/E, each booklet containing:

- A. All certifications as required by the applicable NFPA standard, especially including Contractor's Material and Test Certificates for the aboveground and underground piping for fire sprinkler systems.
- B. Approved manufacturer's data for all system components.
- C. Maintenance and operating manuals, schedules, and instructions. Contractor must include documentation that owner maintenance personnel were adequately instructed in proper operating and test procedures of all fire protection components provided, furnished, or installed.
- D. Complete as-built system drawings on paper media, same sheet size and scale as the approved shop dwgs.

- E. Complete as-built system drawings on electronic media Computer Disc in ACAD 2004 format.
- F. The approved hydraulic calculations and seismic calculations on paper media, same sheet size and font scale as in the approved contractor shop dwgs submittal package.
- G. The approved hydraulic calculations input data in electronic media Computer Disc .
- H. Warranty letter for all system components and installation. The contractor shall warranty the complete system to be free of defects due to manufacture or installation for a period of 365 days from and exclusive of the date on which the Engineer certifies final acceptance.
- I. Pamphlet NFPA 25, latest edition

4.02 SYSTEM WALL PLAN

- A. At the completion of the work, the sprinkler subcontractor shall provide a small scale plan of the building. The plan shall be drawn on a minimum sheet size of 18" x 24". Where a building contains more than one fire sprinkler system, identify the areas covered by different sprinkler systems. Clearly show the locations of all control valves, low point drains, and inspector's test connections. The plans shall be neatly drawn and color coded, to indicate the portion of the building protected by each system, framed under plexi-glass and permanently mounted on the wall at the sprinkler riser. Coordinate mounting location with the Facilities Manager.

PART 5 FOLLOW-UP

5.01 1-YEAR

- A. System Inspections - The contractor shall provide a follow up inspection no sooner than 30 days prior to the warranty expiration. Inspections shall be conducted in accordance with the manufacturer's guidelines and shall comply with the recommendations of NFPA standards. Documents certifying satisfactory system(s) operation shall be submitted to the owner upon completion of each inspection.

END OF SECTION 13925



Fire Protection Sprinkler System Specification Sheet

(Per §40-10-250)



Project Data

Project name: 350 Wayne Street Fire Protection Upgrades

Location in
South Carolina:

Address (street # & street name): 350 Wayne Street

State project: ☒ Yes ☐ No

City: Columbia

County: Richland

State project #: H27-Z099

Water Supply Information

(flow test data must be less than 1 year old per §40-10-250(A)(1))

Date test conducted: 24 April 2013

Static pressure (psi): 113

Residual pressure (psi): 93

Flow (gpm): 1795

Distances of test gauges relative to the base of the riser:

Horizontal (ft): 320

Vertical (elevation difference in ft): 0'

Source of water supply:

☒ Municipal dead-end ☐ Municipal circulation

☐ Other: Private, Dead-End Fire Main supplied from Municipal Water System

Pipe Size (in.): 6, 8

Test data by/from:

Name: Mr. Jason Shaw, PE

Title: Water Engineer

Organization: City of Columbia Water

Telephone #: 803-545-3400

Fire pump:

☐ Yes ☒ No

Pump Capacity (gpm):

Churn Pressure (psi):

☐ New ☐ Existing

Rated Pressure (psi):

Pressure @ 150% flow (psi):

On-site storage tank:

☐ Yes ☒ No

☐ New ☐ Existing

Tank capacity (gallons):

NFPA Hazard Classification

(attach continuation page when necessary)

Area #	Class or Code Reference	Description of Hazard Protected (commodity description, storage height, and arrangement as applicable.)
1	Extra Hazard, Group II	Storage of Furniture (Box Spring Mattresses, Wood Furniture with plastic covering) – Class III & IV Commodities. Stored Exposed, palletized or piled. Storage height up to 12' with a maximum building ceiling height of 25 feet.
2	Ordinary Hazard, Group I	I.T. Room, Toilet/Shower Room, Sprinkler Riser Room

Design Parameters

(Attach continuation page when necessary)

Area #	System Type	Density (gpm/ft ²) / Area (ft ²) or Other (reference code section)	Inside Hose (gpm)	Outside Hose (gpm)
1	DRY	0.37 gpm/ft ² / 3,900 ft ² (Note 1)	0	500
2	DRY	0.15 gpm/ft ² / 1,950 ft ² (or entire area)	0	250

Seismic Design Data: $S_s = 0.419$

Codes and Standards (Attach continuation page when necessary)

Applicable Codes, Standards & Editions (i.e. "2006 IBC", "2007 NFPA 13", etc.) for the Scope of Work on the Sprinkler System

Codes & Standards: NFPA 13 2010; NFPA 24 2010; NFPA 25 2008; NFPA 70 2008; NFPA 72 2010; 2009 International Building Code; 2009 International Fire Code; SC Office of State Engineer (OSE) Regulations, SC State Fire Marshal Codes and Regulations; SCDHEC Regulations, City of Columbia Fire Department Regulations; City of Columbia Water System Regulations

Scope of Work: Provide New Sprinkler System in an existing 1 story structure. Scope begins at the connection to the municipal water main and includes all underground and above ground work. **Note(s):** (1) Density/Area per NFPA 13 (2010) 14.2.3. $K=11.2$ or greater is required per Section 12.6.3. Area before adjusting for DRY was 3,000 s.f. Area #1 may be protected by more than one sprinkler system.

Specifier's Information

Name: Paul M. Anslow

Engineering services provided through a firm: ☒ Yes ☐ No

Firm name: Miles Engineering Assoc, LLC

Address: PO Box 732

City: Blythewood

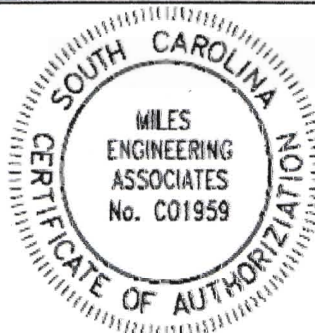
State: SC

Zip: 29016

Phone #: 803 786 2596

Fax #: n/a

E-mail: panslow@milesengr.com



Certificate of Authorization



Professional Engineer's Seal

Revision No.: 1

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Signature: Paul M. Anslow