UNIVERSITY OF SOUTH CAROLINA USC AIKEN CONVOCATION CENTER SHED

STATE PROJECT #H29-I329

MARCH 8, 2012 CONSTRUCTION DOCUMENTS



University of South Carolina, Aiken USCA Convocation Center Shed Aiken, South Carolina

SECTION 00001 - PROJECT TITLE PAGE

OWNER:

University of South Carolina, Aiken

471 University Parkway

Aiken, South Carolina 29801

ARCHITECT:

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END OF PROJECT TITLE PAGE

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University of South Carolina, Aiken USCA Convocation Center Shed Aiken, South Carolina

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SE-310 REQUEST FOR ADVERTISEMENT

Rev. 7/20/2011

PROJECT NAME: USC Aiken Convocation Center Shed PROJECT NUMBER: H29-I329 PROJECT LOCATION: USC Aiken, Aiken, South Carolina Contractor may be subject to performance appraisal at close of project BID SECURITY REQUIRED? Yes ⊠ No □ PERFORMANCE & PAYMENT BONDS REQUIRED? Yes ⊠ No □ CONSTRUCTION COST RANGE: \$75,000 - \$125,000 **DESCRIPTION OF PROJECT:** The project consists of the construction of a 2,400 sq. ft. storage shed. The shed shall be a kit pole building frame or stick built wood frame with brick water table, metal panel roof, exterior walls and soffits. There shall be a concrete slab on grade floor and sidewalk A/E NAME: GMK Associates, Inc. A/E CONTACT: Jerome K. Simons A/E ADDRESS: Street/PO Box:1201 Main Street, Suite 2100 City: Columbia State: South Carolina ZIP: 29201-EMAIL: Jsimons@gmka.com TELEPHONE: 803-256-0000 FAX: 803-255-7243 All questions & correspondence concerning this Invitation shall be addressed to the A/E. BIDDING DOCUMENTS/PLANS MAY BE OBTAINED FROM: GMK Associates, 803-256-0000 Attn: Maxine Chick PLAN DEPOSIT AMOUNT: \$200.00 IS DEPOSIT REFUNDABLE: Yes ⊠ No □ Only those Bidding Documents/Plans obtained from the above listed source(s) are official. Bidders rely on copies of Bidding Documents/Plans obtained from any other source at their own risk. BIDDING DOCUMENTS/PLANS ARE ALSO ON FILE FOR VIEWING PURPOSES ONLY AT (list name and location for each plan room or other entity): AGC, Columbia, SC, Dodge, Columbia, SC, Purchasing.sc.edu PRE-BID CONFERENCE? Yes ☑ No ☑ MANDATORY ATTENDANCE? Yes ☑ No ☑ **DATE:** 3/28/2012 **TIME:** 1:00 pm PLACE: USC Aiken Convocation Center, Athletic Dept. Conference Room, 375 Robert Bell Parkway, Aiken, SC 29801 AGENCY: University of South Carolina NAME OF AGENCY PROCUREMENT OFFICER: Juaquanna Brookins ADDRESS: Street/PO Box: 743 Greene Street City: Columbia State: South Carolina ZIP: 29208-EMAIL: jbrookin@fmc.sc.edu **FAX:** 803-777-7334 **TELEPHONE:** 803-777-3596 BID CLOSING DATE: 4/11/2012 TIME: 11:00 am LOCATION: USC Aiken Convocation Center, Athletic Dept. Conference Room, 375 Robert Bell Parkway, Aiken, SC 29801 **BID DELIVERY ADDRESSES: HAND-DELIVERY: MAIL SERVICE:** Attn: Lisa Groft Attn: Lisa Groft USC Aiken, Supply & Maintenance Building USC Aiken, Supply & Maintenance Building 471 University Parkway 471 University Parkway Aiken, South Carolina 29801 Aiken, South Carolina 29801

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

SE-310 REQUEST FOR ADVERTISEMENT

APPROVED BY (Office of State Engineer): ______ DATE: ____

DIVISION

B I D I N G

R E Q U I R E M E N T S University of South Carolina, Aiken USCA Convocation Center Shed Aiken, South Carolina

SECTION 00200 - INSTRUCTIONS TO BIDDERS

FORM OF INSTRUCTIONS TO BIDDERS

- 1.01 See AIA Document A701 (1997 Edition), Instructions to Bidders following this document.
 - A. Copies of this document may be obtained from The American Institute of Architects, 1522 Richland Street, Columbia, South Carolina 29201. Phone 803-252-6050
- 1.02 Refer to document 00201 OSE Standard Supplemental Instructions to Bidders for modifications to this document.
- 1.03 The following shall modify document 00201 OSE Standard Supplemental Instructions to Bidders:
 - A. In Section 00201, paragraph 9.4, add the following: Contractor shall comply with the attached Certification Regarding Illegal Immigration (November 2008)

END OF INSTRUCTIONS TO BIDDERS

STANDARD SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

OWNER: University of South Carolina, Aiken

PROJECT NUMBER: H29-I329

PROJECT NAME: USC Aiken Convocation Center Shed

PROJECT LOCATION: Aiken, South Carolina

PROCUREMENT OFFICER: Juaquana Brookins

1. STANDARD SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

- **1.1.** These Standard Supplemental Instructions To Bidders amend or supplement Instructions To Bidders (AIA Document A701-1997) and other provisions of Bidding and Contract Documents as indicated below.
- **1.2.** Compliance with these Standard Supplemental Instructions is required by the Office of State Engineer (OSE) for all State projects when competitive sealed bidding is used as the method of procurement.
- 1.3. All provisions of A701-1997, which are not so amended or supplemented, remain in full force and effect.
- **1.4.** Bidders are cautioned to carefully examine the Bidding and Contract Documents for additional instructions or requirements.

2. MODIFICATIONS TO A701-1997

- **2.1.** *Delete Section 1.1 and insert the following:*
 - 1.1 Bidding Documents, collectively referred to as the Invitation for Bids, include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Advertisement, Instructions to Bidders (A-701), Supplementary Instructions to Bidders, the bid form (SE-330), the Intent to Award Notice (SE-370), and other sample bidding and contract forms. The proposed Contract Documents consist of the form of Agreement between the Owner and Contractor, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda issued prior to execution of the Contract, and other documents set forth in the Bidding Documents. Any reference in this document to the Agreement between the Owner and Contractor, AIA Document A101, or some abbreviated reference thereof, shall mean the AIA A101, 2007 Edition as modified by OSE Form 00501 Standard Modification to Agreement Between Owner and Contractor. Any reference in this document to the General Conditions of the Contract for Construction, AIA Document A201, or some abbreviated reference thereof, shall mean the AIA A201, 2007 Edition as modified by OSE Form 00811 Standard Supplementary Conditions.
- 2.2. In Section 1.8, delete the words "and who meets the requirements set forth in the Bidding Documents".
- **2.3.** In Section 2.1, delete the word "making" and substitute the word "submitting."
- **2.4.** *In Section 2.1.1:*

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

Insert the following at the end of this section:

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

2.5. In Section 2.1.3, insert the following after the term "Contract Documents" and before the period: and accepts full responsibility for any pre-bid existing conditions that would affect the Bid that could have been ascertained by a site visit. As provided in Regulation 19-445.2042(B), A bidder's failure to attend an advertised pre-bid conference will not excuse its responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the State.

STANDARD SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

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

2.2 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

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

- (a) By submitting an bid, the bidder certifies that—
 - (1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to—
 - (i) Those prices;
 - (ii) The intention to submit an bid; or
 - (iii) The methods or factors used to calculate the prices offered.
 - (2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
 - (3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit an bid for the purpose of restricting competition.
- (b) Each signature on the bid is considered to be a certification by the signatory that the signatory—
 - (1) Is the person in the bidder's organization responsible for determining the prices being offered in this bid, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; or
 - (2)(i) Has been authorized, in writing, to act as agent for the bidder's principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification [As used in this subdivision (b)(2)(i), the term "principals" means the person(s) in the bidder's organization responsible for determining the prices offered in this bid];
 - (ii) As an authorized agent, does certify that the principals referenced in subdivision (b)(2)(i) of this certification have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; and
 - (iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification.
- (c) If the bidder deletes or modifies paragraph (a)(2) of this certification, the bidder must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

2.3 DRUG FREE WORKPLACE

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

2.4 CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS

- (a) (1) By submitting an Bid, Bidder certifies, to the best of its knowledge and belief, that-
 - (i) Bidder and/or any of its Principals-
 - (A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;
 - (B) Have not, within a three-year period preceding this bid, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in

STANDARD SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

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

- (C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.
- (ii) Bidder has not, within a three-year period preceding this bid, had one or more contracts terminated for default by any public (Federal, state, or local) entity.
- (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).
- (b) Bidder shall provide immediate written notice to the Procurement Officer if, at any time prior to contract award, Bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) If Bidder is unable to certify the representations stated in paragraphs (a)(1), Bid must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Bidder's responsibility. Failure of the Bidder to furnish additional information as requested by the Procurement Officer may render the Bidder nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Bidder is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Bidder knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the State, the Procurement Officer may terminate the contract resulting from this solicitation for default.

2.5 ETHICS CERTIFICATE

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

2.6 RESTRICTIONS APPLICABLE TO BIDDERS & GIFTS

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

STANDARD SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

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

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

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

- **2.8.** *Delete the language of Section 3.1.2 and insert the word "Reserved."*
- 2.9. In Section 3.1.4, delete the words "and Architect may make" and substitute the words "has made."

2.10. *Insert the following Section 3.1.5*

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

2.11. *In Section 3.2.2:*

Delete the words "and Sub-bidders"

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

2.12. *In Section 3.2.3:*

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

Insert the following at the end of the section:

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

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

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

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

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

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

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

STANDARD SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

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

- **3.4.5** When the date for receipt of Bids is to be postponed and there is insufficient time to issue a written Addendum prior to the original Bid Date, Owner will notify prospective Bidders by telephone or other appropriate means with immediate follow up with a written Addendum. This Addendum will verify the postponement of the original Bid Date and establish a new Bid Date. The new Bid Date will be no earlier than the fifth (5th) calendar day after the date of issuance of the Addendum postponing the original Bid Date.
- **3.4.6.** If an emergency or unanticipated event interrupts normal government processes so that bids cannot be received at the government office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal government processes resume. In lieu of an automatic extension, an Addendum may be issued to reschedule bid opening. If state offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Addendum will be issued to reschedule the conference. Useful information may be available at: http://www.scemd.org/scgovweb/weather-alert.html
- **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.

STANDARD SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

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

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

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

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

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

2.27. *Insert the following Section 4.2.4:*

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

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

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

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

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

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

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

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

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

- 5.1.2 At bid opening, Owner will announce the date and location of the posting of the Notice of Intended Award.
- **5.1.3** Owner will send a copy of the final Bid Tabulation to all Bidders within ten (10) working days of the Bid Opening.

STANDARD SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

- **5.1.4** If Owner determines to award the Project, Owner will, after posting a Notice of Intended Award, send a copy of the Notice to all Bidders.
- **5.1.5** If only one Bid is received, Owner will open and consider the Bid.
- **2.32.** In Section 5.2, insert the section number "5.2.1" before the words of the "The Owner" at the beginning of the sentence.
- **2.33.** *Insert the following Sections* 5.2.2 *and* 5.2.3:
 - **5.2.2** The reasons for which the Owner will reject Bids include, but are not limited to:
 - .1 Failure by a Bidder to be represented at a Mandatory Pre-Bid Conference or site visit;
 - **.2** Failure to deliver the Bid on time:
 - .3 Failure to comply with Bid Security requirements, except as expressly allowed by law;
 - .4 Listing an invalid electronic Bid Bond authorization number on the bid form;
 - .5 Failure to Bid an Alternate, except as expressly allowed by law;
 - **.6** Failure to list qualified Subcontractors as required by law;
 - .7 Showing any material modification(s) or exception(s) qualifying the Bid;
 - .8 Faxing a Bid directly to the Owner or their representative; or
 - **.9** Failure to include a properly executed Power-of-Attorney with the bid bond.
 - **5.2.3** The Owner may reject a Bid as nonresponsive if the prices bid are materially unbalanced between line items or sub-line items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the Owner even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.
- **2.34.** *Delete Section 6.1 and substitute the following:*

6.1 CONTRACTOR'S RESPONSIBILITY

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

- **2.35.** Delete the language of Section 6.2 and insert the word "Reserved."
- **2.36.** Delete the language of Sections 6.3.2, 6.3.3, and 6.3.4 and insert the word "Reserved" after each Section Number.
- **2.37.** Insert the following Section 6.4

6.4 CLARIFICATION

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

- **2.38.** Delete Section 7.1.2 and substitute the following:
 - **7.1.2** The performance and payment bonds shall conform to the requirements of Section 11.4 of the General Conditions of the Contract. If the furnishing of such bonds is stipulated in the Bidding Documents, the cost shall be included in the Bid.
- **2.39.** Delete the language of Section 7.1.3 and insert the word "Reserved."
- **2.40.** In Section 7.2, insert the words "CONTRACT, CERTIFICATES OF INSURANCE" into the caption after the word "Delivery."

STANDARD SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

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

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

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

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

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

2.44. *Insert the following Article 9:*

ARTICLE 9 MISCELLANEOUS

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

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

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

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

STANDARD SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

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

9.4 POSTING OF INTENT TO AWARD

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

Room or Area of Posting: Reception Area

Building Where Posted: <u>Facilities Management Center</u>
Address of Building: <u>743 Greene Street</u>, <u>Columbia SC 29208</u>
WEB site address (if applicable): purchasing.sc.edu

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

9.5 PROTEST OF SOLICITATION OR AWARD

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

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

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

STANDARD SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

9.8 TAX CREDIT FOR SUBCONTRACTING WITH MINORITY FIRMS

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

§ 9.9 OTHER SPECIAL CONDITIONS OF TH	E WUKK
Section 00210 - Supplement A - Request for Inform	nation
<u></u>	
END OI	F DOCUMENT
END OF	DOCUMENT

8 0 0 OTHER CRECIAL CONDITIONS OF THE WORK

SECTION 00201 - SUPPLEMENT A - REQUEST FOR INFORMATION

TO: GMK ASSOCIATES, INC.	FROM:
ATTENTION: JEROME K. SIMON	NS
DATE/TIME:	TELEPHONE #:
FAX NUMBER: 803.255.7243	FAX #:
NUMBER OF PAGES	CONTACT:
PROJECT NAME: USC AIKEN CO	ONVOCATION CENTER SHED
AND/OR PLAN SHEET FOR WHI FOLLOWED BY DESCRIPTION (COPIES OF REQUEST FOR INFO	OVIDED BELOW, LIST SPECIFICATION SECTION ICH INFORMATION OR CLARIFICATION IS NEEDE OR REQUIRED INFORMATION. USE ADDITIONAL DRMATION FORMS AS NEEDED FOR ADDITIONAL ESTION OR SUBJECT INQUIRY PER R.F.I.
SPECIFICATION SECTION(S):	
	_
DRAWING SHEET(S):	

END OF SECTION

University of South Carolina, Aiken USCA Convocation Center Shed Aiken, South Carolina

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 BOND **00300-1**

SE-330 – LUMP SUM BID BID FORM

DID FORM		OT 440
Bidders shall submit l	bids on only Bid Forn	n SE-330.
BID SUBMITTED B	SY:	
	(Bidder's Name)	
BID SUBMITTED T	-	h Carolina, Aiken
	(Owner's Name)	
	PROJECT NAME	USC Aiken Convocation Center Shed
P	PROJECT NUMBER	<u>H29-I329</u>
<u>OFFER</u>		
above-named Project, with the Owner on the	the undersigned Bidde terms included in the terms, for the prices an	ruction Bids and in compliance with the Instructions to Bidders for the ler proposes and agrees, if this Bid is accepted, to enter into a Contract Bidding Documents, and to perform all Work as specified or indicated d within the time frames indicated in this Bid and in accordance with the ocuments.
follows in the amount	` ,	he SC Code of Laws, as amended, Bidder has submitted Bid Security as the Bidding Documents: Cashier's Check
	(Bidder	check one)
§ 3. Bidder acknowled effects of said Addend		following Addenda to the Bidding Documents and has incorporated the
ADDENDUM No:		
with the disposition or revoked or withdrawn	of Bid Security. Bidden after the opening o	s of the Invitation for Bids, including, without limitation, those dealing or agrees that this Bid, including all Bid Alternates, if any, may not be f bids, and shall remain open for acceptance for a period of <u>60</u> Days period of time that Bidder may agree to in writing upon request of the
	and guarantees, and t	Il labor, materials, equipment, tools of trades and labor, accessories, o pay all royalties, fees, permits, licenses and applicable taxes necessary ion work:
§ 6.1 BASE BID W	ORK_(as indicated in	the Bidding Documents and generally described as follows): The project
	•	storage shed. The shed shall be stick built wood frame with brick water offits. There shall be a concrete slab on grade floor and sidewalk.
		, which sum is hereafter called the Base Bid.

(Bidder - insert Base Bid Amount on line above)

SE-330 – LUMP SUM BID BID FORM

§ 6.2 BID ALTERNATES - as indicated in the Bidding Documents and generally described as follows:
ALTERNATE # 1 (Brief Description): Pole building kit including frame, metal roof, metal wall panels, doors and
overhead coiling door.
☐ ADD TO or ☐ DEDUCT FROM BASE BID:
(Bidder to Mark appropriate box to clearly indicate the price adjustment offered for each alternate)
ALTERNATE # 2 (Brief Description):
☐ ADD TO or ☐ DEDUCT FROM BASE BID:
(Bidder to Mark appropriate box to clearly indicate the price adjustment offered for each alternate)
ALTERNATE # 3 (Brief Description):
☐ ADD TO or ☐ DEDUCT FROM BASE BID:
(Bidder to Mark appropriate box to clearly indicate the price adjustment offered for each alternate)

SE-330 – LUMP SUM BID BID FORM

Rev. 9/21/2011

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

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

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

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.

SE-330 – LUMP SUM BID BID FORM

INSTRUCTIONS FOR SUBCONTRACTOR LISTING

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

SE-330 – LUMP SUM BID BID FORM

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

§ 9. TIME OF CONTRACT PERFORMANCE AND LIQUIDATED DAMAGES

- a. CONTRACT TIME: Bidder agrees that the Date of Commencement of the Work shall be established in a Notice to Proceed to be issued by the Owner. Bidder agrees to substantially complete the Work within <u>120</u> calendar days from the Date of Commencement, subject to adjustments as provided in the Contract Documents.
- b. LIQUIDATED DAMAGES: Bidder further agrees that from the compensation to be paid, the Owner shall retain as Liquidated Damages the sum of \$250.00 for each calendar day the actual construction time required to achieve Substantial Completion exceeds the specified or adjusted time for Substantial Completion as provided in the Contract Documents. This sum is intended by the parties as the predetermined measure of compensation for actual damages, not as a penalty for nonperformance.

§ 10. AGREEMENTS

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

§ 11. ELECTRONIC BID BOND

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

Electronic Bid Bond	Number:
Signature and Title:	

SE-330 – LUMP SUM BID BID FORM

212 1 014.1	
BIDDER'S TAXPAYER IDENTIFICATION	
FEDERAL EMPLOYER'S IDENTIFICATION NUMBER:	
OR	
SOCIAL SECURITY NUMBER:	
CONTRACTOR'S CLASSIFICATIONS AND SUBCLASSIFICATIONS WITH LIMI	ITATIONS
Classification(s)& Limits:	
Subclassification(s) & Limits:	
SC Contractor's License Number(s):	
BY SIGNING THIS BID, THE PERSON SIGNING REAFFIRMS ALL REPR CERTIFICATIONS MADE BY BOTH THE PERSON SIGNING AND THE BIDDER, II LIMITATION, THOSE APPEARING IN ARTICLE 2 OF THE INSTRUCTION, INVITATION FOR BIDS, AS DEFINED IN THE INSTRUCTIONS TO BIDD INCORPORATE BY REFERENCE.	NCLUDING WITHOUT S TO BIDDER. THE

SIGNATURE BIDDER'S LEGAL NAME: ______ ADRESS: ______ BY: ______ DATE: _____ (Signature) TITLE: _____ TELEPHONE: ______ EMAIL: _____

University of South Carolina, Aiken USCA Convocation Center Shed Aiken, South Carolina

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

AGREEMENT 00500-1

OSE FORM 00501 Rev. 7/11/2011

STANDARD MODIFICATIONS TO AGREEMENT BETWEEN OWNER AND CONTRACTOR

OWNER: <u>University of South Carolina, Aiken</u>

PROJECT NUMBER: H29-I329

PROJECT NAME: USC Aiken Convocation Center Shed

1. STANDARD MODIFICATIONS TO AIA A101-2007

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

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

2. MODIFICATIONS TO A101

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

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

- **2.2.** *Delete Section 3.1 and substitute the following:*
 - **3.1** The Date of Commencement of the Work shall be the date fixed in a Notice to Proceed issued by the Owner. The Owner shall issue the Notice to Proceed to the Contractor in writing, no less than seven days prior to the Date of Commencement. Unless otherwise provided elsewhere in the contract documents, and provided the contractor has secured all required insurance and surety bonds, the contractor may commence work immediately after receipt of the Notice to Proceed.
- **2.3.** *Delete Section 3.2 and substitute the following:*
 - **3.2** The Contract Time shall be measured from the Date of Commencement as provided in Section 9(a) of the Bid Form (SE-330) for this Project. Contractor agrees that if the Contractor fails to achieve Substantial Completion of the Work within the Contract Time, the Owner shall be entitled to withhold or recover from the Contractor liquidated damages in the amounts set forth in Section 9(b) of the Bid Form (SE-330, subject to adjustments of this Contract Time as provided in the Contract Documents.
- **2.4.** In Section 5.1.1, insert the words "and Owner" after the phrase "Payment submitted to the Architect."
- **2.5.** *Delete Section 5.1.3 and substitute the following:*
 - **5.1.3** The Owner shall make payment of the certified amount to the Contractor not later than 21 days after receipt of the Application for Payment.
- **2.6.** In Section 5.1.6, Insert the following after the phrase "Subject to other provisions of the Contract Documents":

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

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

2011 Edition

OSE FORM 00501

Rev. 7/11/2011

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: Tom Opal

Title: <u>USC Senior Project Manager</u>

Address: 743 Greene Street, Columbia, South Carolina 29208
Telephone: 803-777-5996
FAX: 803-777-8739

Email: topal@fmk.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: Lisa Groft

Title: USC Aiken Project Manager

Address: 471 University Parkway, Aiken, South Carolina 29801

Telephone: 803-641-2856 **FAX:** 803-641-3516

Email: LisaG@usca.edu

- **2.13.** In Section 8.4, make the word "Representative" in the title plural, delete everything following the title, and substitute the following:
 - **8.4.1** Contractor designates the individual listed below as its Senior Representative ("Contractor's Senior Representative"), which individual has the responsibility for and authority to resolve disputes under Section 15.6 of the General Conditions:

Name:	
Title:	
Address:	
Telephone:	FAX:
Email:	

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STANDARD MODIFICATIONS TO AGREEMENT BETWEEN OWNER AND CONTRACTOR

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

Name:	
Гitle:	
Address:	
Telephone:	FAX:
Email:	

2.14. Add the following Section 8.6.1:

8.6.1 The Architect's representative:

Name: <u>Jerome K. Simons</u>
Title: <u>Project Architect</u>

Address: 1201 Main Street, Suite 2100, Columbia, South Carolina 29201

Telephone: 803-256-0000 **FAX:** 803-255-7243

Email: jsimons@gmka.com

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

Invitation for Construction Bids (SE-310)

Instructions to Bidders (AIA Document A701-1997)

Standard Supplemental Instructions to Bidders (OSE Form 00201)

Contractor's Bid (Completed SE-330)

Notice of Intent to Award (Completed SE-370)

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

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

END OF DOCUMENT

University of South Carolina, Aiken USCA Convocation Center Shed Aiken, South Carolina

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

University of South Carolina, Aiken USCA Convocation Center Shed Aiken, South Carolina

SECTION 00800 - SUPPLEMENTARY CONDITIONS

PART 1 GENERAL

1.01 SUMMARY

- 1.02 These Supplementary Conditions amend and supplement the General Conditions defined in Document 00700 and other provisions of the Contract Documents as indicated below. All provisions that are not so amended or supplemented remain in full force and effect.
- 1.03 Refer to document OSE Form 00811 Standard Supplemental Conditions for modifications to this document.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF DOCUMENT

OSE FORM 00811
Rev. 9/7/2011
STANDARD SUPPLEMENTARY CONDITIONS

OWNER: University of South Carolina, Aiken

PROJECT NUMBER: H29-I329

PROJECT NAME: USC Aiken Convocation Center Shed

1 GENERAL CONDITIONS

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

2 STANDARD SUPPLEMENTARY CONDITIONS

- 2.1 The following supplements modify, delete and/or add to the General Conditions. Where any portion of the General Conditions is modified or any paragraph, Section or clause thereof is modified or deleted by these Supplementary Conditions, the unaltered provisions of the General Conditions shall remain in effect.
- 2.2 Unless otherwise stated, the terms used in these Standard Supplementary Conditions which are defined in the General Conditions have the meanings assigned to them in the General Conditions.

3 MODIFICATIONS TO A201-2007

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

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

- 3.2 Delete the language of Section 1.1.8 and substitute the word "Reserved."
- 3.3 Add the following Section 1.1.9:

1.1.9 NOTICE TO PROCEED

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

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

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

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

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- **3.6** *Delete Section 2.1.1 and substitute the following:*
 - **2.1.1** The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization, except as provided in Section 7.1.2. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's Representative. [Reference § 8.2 of the Agreement.]
- 3.7 Delete Section 2.1.2 and substitute the following:
 - **2.1.2** The Owner shall furnish to the Contractor within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to post Notice of Project Commencement pursuant to Title 29, Chapter 5, Section 23 of the South Carolina Code of Laws, as amended..
- **3.8** *Delete Section 2.2.3 and substitute the following:*
 - **2.2.3** The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. Subject to the Contractor's obligations, including those in Section 3.2, the Contractor shall be entitled to rely on the accuracy of information furnished by the Owner pursuant to this Section but shall exercise proper precautions relating to the safe performance of the Work.
- **3.9** Replace the period at the end of the last sentence of Section 2.2.4 with a semicolon and insert the following after the inserted semicolon:

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

- **3.10** *Delete Section 2.2.5 and substitute the following:*
 - **2.2.5** Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor with ten copies of the Contract Documents. The Contractor may make reproductions of the Contract Documents pursuant to Section 1.5.2. All copies of the drawings and specifications, except the Contractor's record set, shall be returned or suitably accounted for to the Owner, on request, upon completion of the Work.
- 3.11 Add the following Sections 2.2.6 and 2.2.7:
 - **2.2.6** The Owner assumes no responsibility for any conclusions or interpretation made by the Contractor based on information made available by the Owner.
 - **2.2.7** The Owner shall obtain, at its own cost, general building and specialty inspection services as required by the Contract Documents. The Contractor shall be responsible for payment of any charges imposed for reinspections.
- **3.12** *Delete Section 2.4 and substitute the following:*
 - **2.4** If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect, including but not limited to providing necessary resources, with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Directive shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

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

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

- 3.14 In the third sentence of Section 3.2.4, insert the word "latent" before the word "errors."
- 3.15 In the last sentence of Section 3.3.1, insert the words "by the Owner in writing" after the word "instructed."
- **3.16** *Delete the third sentence of Section 3.5 and substitute the following sentences:*

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

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

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

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

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

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

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

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

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

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

acceptable to the Owner,

Delete Section 3.9.2 and substitute the following:

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

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

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

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

3.24 *Delete Section 3.10.3 and substitute the following:*

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

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

3.25 Add the following Section 3.10.4:

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

3.26 Add the following Section 3.12.5.1:

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

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

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

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

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- **3.29** Add the following Sections 3.13.2 and 3.13.3:
 - **3.13.2** Protection of construction materials and equipment stored at the Project site from weather, theft, vandalism, damage, and all other adversity is solely the responsibility of the Contractor. The Contractor shall perform the work in a manner that affords reasonable access, both vehicular and pedestrian, to the site of the Work and all adjacent areas. The Work shall be performed, to the fullest extent reasonably possible, in such a manner that public areas adjacent to the site of the Work shall be free from all debris, building materials, and equipment likely to cause hazardous conditions.
 - **3.13.3** The Contractor and any entity for whom the Contractor is responsible shall not erect any sign on the Project site without the prior written consent of the Owner.
- 3.30 In the first sentence of Section 3.18.1, after the parenthetical "...(other than the Work itself),..." and before the word "...but...", insert the following:

including loss of use resulting therefrom,

- **3.31** *Delete Section 4.1.1 and substitute the following:*
 - **4.1.1** The Architect is that person or entity identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.
- **3.32** *Insert the following at the end of Section 4.2.1:*

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

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

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

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

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

3.35 In Section 4.2.5, after the words "evaluations of the" and before the word "Contractor's," insert the following:

Work completed and correlated with the

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

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

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

3.38 *Delete Section 4.2.14 and substitute the following:*

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

- **3.39** *Delete Section 5.2.1 and substitute the following:*
 - **5.2.1** Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, within fourteen days after posting of the Notice of Intent to Award the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (excluding Listed Subcontractors but including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Owner may reply within 14 days to the Contractor in writing stating (1) whether the Owner has reasonable objection to any such proposed person or entity. Failure of the Owner to reply within the 14 day period shall constitute notice of no reasonable objection.
- **3.40** *Delete Section 5.2.2 and substitute the following:*
 - **5.2.2** The Contractor shall not contract with a proposed person or entity to whom the Owner has made reasonable and timely objection. The Owner shall not direct the Contractor to contract with any specific individual or entity for supplies or services unless such supplies and services are necessary for completion of the Work and the specified individual or entity is the only source of such supply or services.
- 3.41 In the first sentence of Section 5.2.3, delete the words "...or Architect..." in the two places they appear.
- 3.42 Delete the words "... or Architect..." in the in the first sentence of Section 5.2.4 and insert the following sentence at the end of Section 5.2.4:

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

- **3.43** *Add the following Section 5.2.5:*
 - **5.2.5** A Subcontractor identified in the Contractor's Bid in response the specialty subcontractor listing requirements of Section 7 of the Bid Form (SE-330) may only be substituted in accordance with and as permitted by the provisions of Title 11, Chapter 35, Section 3021 of the South Carolina Code of Laws, as amended. A proposed substitute for a Listed Subcontractor shall be subject to the Owner's approval as set forth is Section 5.2.3.
- 3.44 In Section 5.3, delete everything following the heading "SUBCONTRACTUAL RELATIONS" and insert the following Sections 5.3.1, 5.3.2, 5.3.3, and 5.3.4:
 - **5.3.1** By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not

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

- § 5.3.2 Without limitation on the generality of Section 5.3.1, each Subcontract agreement and each Sub-subcontract agreement shall include, and shall be deemed to include, the following Sections of these General Conditions: 3.2, 3.5, 3.18, 5.3, 5.4, 6.2.2, 7.3.3, 7.5, 7.6, 13.1, 13.12, 14.3, 14.4, and 15.1.6.
- § 5.3.3 Each Subcontract Agreement and each Sub-subcontract agreement shall exclude, and shall be deemed to exclude, Sections 13.2.1 and 13.6 and all of Article 15, except Section 15.1.6, of these General Conditions. In the place of these excluded sections of the General Conditions, each Subcontract Agreement and each Sub-subcontract may include Sections 13.2.1 and 13.6 and all of Article 15, except Section 15.1.6, of AIA Document A201-2007, Conditions of the Contract, as originally issued by the American Institute of Architects.
- § 5.3.4 The Contractor shall assure the Owner that all agreements between the Contractor and its Subcontractor incorporate the provisions of Subparagraph 5.3.1 as necessary to preserve and protect the rights of the Owner and the Architect under the Contract Documents with respect to the work to be performed by Subcontractors so that the subcontracting thereof will not prejudice such rights. The Contractor's assurance shall be in the form of an affidavit or in such other form as the Owner may approve. Upon request, the Contractor shall provide the Owner or Architect with copies of any or all subcontracts or purchase orders.
- **3.45** *Delete the last sentence of Section 5.4.1.*
- **3.46** *Add the following Sections 5.4.4, 5.4.5 and 5.4.6:*
 - § 5.4.4 Each subcontract shall specifically provide that the Owner shall only be responsible to the subcontractor for those obligations of the Contractor that accrue subsequent to the Owner's exercise of any rights under this conditional assignment.
 - § 5.4.5 Each subcontract shall specifically provide that the Subcontractor agrees to perform portions of the Work assigned to the Owner in accordance with the Contract Documents.
 - § 5.4.6 Nothing in this Section 5.4 shall act to reduce or discharge the Contractor's payment bond surety's obligations to claims arising prior to the Owner's exercise of any rights under this conditional assignment.
- 3.47 Delete the language of Section 6.1.4 and substitute the word "Reserved."
- **3.48** *Insert the following at the end of Section 7.1.2:*

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

- **3.49** *Delete Section 7.2.1 and substitute the following:*
 - **7.2.1** A Change Order is a written instrument prepared by the Architect (using State Form SE-480 "Construction Change Order") and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:
 - .1 The change in the Work;

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- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.
- **3.50** *Add the following Sections* 7.2.2, 7.2.3, 7.2.4, *and* 7.2.5:
 - **7.2.2** If a Change Order provides for an adjustment to the Contract Sum, the adjustment must be calculated in accordance with Section 7.3.3.
 - **7.2.3** At the Owner's request, the Contractor shall prepare a proposal to perform the work of a proposed Change Order setting forth the amount of the proposed adjustment, if any, in the Contract Sum; and the extent of the proposed adjustment, if any, in the Contract Time. Any proposed adjustment in the Contract sum shall be prepared in accordance with Section 7.2.2. The Owner's request shall include any revisions to the Drawings or Specifications necessary to define any changes in the Work. Within fifteen days of receiving the request, the Contractor shall submit the proposal to the Owner and Architect along with all documentation required by Section 7.6.
 - **7.2.4** If the Contractor requests a Change Order, the request shall set forth the proposed change in the Work and shall be prepared in accordance with Section 7.2.3. If the Contractor requests a change to the Work that involves a revision to either the Drawings or Specifications, the Contractor shall reimburse the Owner for any expenditures associated with the Architects' review of the proposed revisions, except to the extent the revisions are accepted by execution of a Change Order.
 - **7.2.5** Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited to, any adjustments to the Contract Sum or the Contract Time.
- **3.51** *Delete* 7.3.3 and substitute the following:

7.3.3 PRICE ADJUSTMENTS

- § 7.3.3.1 If any Modification, including a Construction Change Directive, provides for an adjustment to the Contract Sum, the adjustment shall be based on whichever of the following methods is the most valid approximation of the actual cost to the contractor, with overhead and profit as allowed by Section 7.5:
 - .1 Mutual acceptance of a lump sum;
 - **.2** Unit prices stated in the Contract Documents, except as provided in Section 7.3.4, or subsequently agreed upon;
 - .3 Cost attributable to the events or situations under applicable clauses with adjustment of profits or fee, all as specified in the contract, or subsequently agreed upon by the parties, or by some other method as the parties may agree; or
 - **.4** As provided in Section 7.3.7.
- § 7.3.3.2 Consistent with Section 7.6, costs must be properly itemized and supported by substantiating data sufficient to permit evaluation before commencement of the pertinent performance or as soon after that as practicable. All costs incurred by the Contractor must be justifiably compared with prevailing industry standards. Except as provided in Section 7.5, all adjustments to the Contract Price shall be limited to job specific costs and shall not include indirect costs, overhead, home office overhead, or profit.
- **3.52** *Delete Section 7.3.7 and substitute the following:*
 - **7.3.7** If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall make an initial determination, consistent with Section 7.3.3, of the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in Section 7.5. In such case, and also under Section 7.3.3.1.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

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- .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others; and
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work.
- **3.53** *Delete Section 7.3.8 and substitute the following:*
 - **7.3.8** Using the percentages stated in Section 7.5, any adjustment to the Contract Sum for deleted work shall include any overhead and profit attributable to the cost for the deleted Work.
- **3.54** *Add the following Sections 7.5 and 7.6:*

7.5 AGREED OVERHEAD AND PROFIT RATES

- **7.5.1** For any adjustment to the Contract Sum for which overhead and profit may be recovered, other than those made pursuant to Unit Prices stated in the Contract Documents, the Contractor agrees to charge and accept, as full payment for overhead and profit, the following percentages of costs attributable to the change in the Work. The percentages cited below shall be considered to include all indirect costs including, but not limited to: field and office managers, supervisors and assistants, incidental job burdens, small tools, and general overhead allocations. The allowable percentages for overhead and profit are as follows:
 - .1 To the Contractor for work performed by the Contractor's own forces, 17% of the Contractor's actual costs.
 - .2 To each Subcontractor for work performed by the Subcontractor's own forces, 17% of the subcontractor's actual costs.
 - .3 To the Contractor for work performed by a subcontractor, 10% of the subcontractor's actual costs (not including the subcontractor's overhead and profit).

7.6 PRICING DATA AND AUDIT

§ 7.6.1 Cost or Pricing Data.

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

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

§ 7.6.3 Records Retention.

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

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- 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:

- the description of Work (listing labor and material separately); .1
- .2 the total value;
- .3 the percent and value of the Work completed to date;
- .4 the percent and value of previous amounts billed; and
- .5 the current percent completed and amount billed.
- 9.2.2 Any schedule of values or trade breakdown that fails to include sufficient detail, is unbalanced, or exhibits "front-loading" of the value of the Work shall be rejected. If a schedule of values or trade breakdown is used as the basis for payment and later determined to be inaccurate, sufficient funds shall be withheld from future Applications for Payment to ensure an adequate reserve (exclusive of normal retainage) to complete the Work.
- 3.59 *Delete Section 9.3.1 and substitute the following:*

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

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

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

Insert the following at the end of Section 9.3.2:

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

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

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

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

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

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

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

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

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

3.64 *Delete Section 9.7 and substitute following:*

9.7 FAILURE OF PAYMENT

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

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

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

- 3.66 In Section 9.8.2, insert the word "written" after the word "comprehensive" and before the word "list."
- **3.67** *Delete Section 9.8.3 and substitute the following:*
 - **9.8.3.1** Upon receipt of the Contractor's list, the Architect, with the Owner and any other person the Architect or the Owner choose, will make an inspection on a date and at a time mutually agreeable to the Architect, Owner, and Contractor, to determine whether the Work or designated portion thereof is substantially complete. The Contractor shall furnish access for the inspection and testing as provided in this Contract. The inspection shall include a

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

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

- 3.68 In the second sentence of Section 9.8.5, delete the words "and consent of surety, if any."
- 3.69 In the first sentence of Section 9.9.1, delete the words "Section 11.3.1.5" and substitute the words "Section 11.3.1.3."
- **3.70** *Delete Section 9.10.1 and substitute the following:*

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

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

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

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

If, after Substantial Completion of the Work, final completion thereof is delayed 60 days through no fault of the

Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted.

3.73 Delete Section 9.10.5 and substitute the following:

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

3.74 Add the following Section 9.10.6:

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

3.75 Delete Section 10.3.1 and substitute the following:

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

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

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

3.77 *Delete Section 10.3.3 and substitute the following:*

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

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

In addition to its obligations under Section 3.18, the

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

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

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

3.81 *Delete 11.1.2 and substitute the following:*

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

(1) COMMERCIAL GENERAL LIABILITY:

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

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

(a) Combined Single Limit \$1,000,000

(3) WORKER'S COMPENSATION:

(a) State Statutory

(b) Employers Liability	\$100,000 Per Acc.
	\$500,000 Disease, Policy Limit
	\$100,000 Disease, Each Employee

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

3.82 *Delete Section 11.1.3 and substitute the following:*

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

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

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

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

- **3.83** *Delete Section 11.1.4 and substitute the following:*
 - **11.1.4** A failure by the Owner either (i) to demand a certificate of insurance or written endorsement required by Section 11.1, or (ii) to reject a certificate or endorsement on the grounds that it fails to comply with Section 11.1 shall not be considered a waiver of Contractor's obligations to obtain the required insurance.
- **3.84** *In Section 11.3.1, delete the first sentence and substitute the following:*

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

- **3.85** Delete the language of Section 11.3.1.2 and substitute the word "Reserved."
- **3.86** Delete the language of Section 11.3.1.3 and substitute the word "Reserved."
- **3.87** *Delete Section 11.3.2 and substitute the following:*

11.3.2 BOILER AND MACHINERY INSURANCE

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

3.88 *Delete Section 11.3.3 and substitute the following:*

11.3.3 LOSS OF USE INSURANCE

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

- **3.89** *Delete Section 11.3.4 and substitute the following:*
 - **11.3.4** If the Owner requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Contractor shall, if possible, include such insurance, and the cost thereof shall be charged to the Owner by appropriate Change Order.
- **3.90** Delete the language of Section 11.3.5 and substitute the word "Reserved."
- **3.91** *Delete Section 11.3.6 and substitute the following:*
 - 11.3.6 Before an exposure to loss may occur, the Contractor shall file with the Owner a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Owner.

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

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

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

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

3.94 *Delete Section 11.3.9 and substitute the following:*

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

3.95 *Delete Section 11.3.10 and substitute the following:*

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

3.96 *Delete Section 11.4.1 and substitute the following:*

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

3.97 *Delete Section 11.4.2 and substitute the following:*

11.4.2 The Performance and Labor and Material Payment Bonds shall:

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

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- **3.98** *Add the following Sections 11.4.3 and 11.4.4:*
 - **11.4.3** Any bonds required by this Contract shall meet the requirements of the South Carolina Code of Laws and Regulations, as amended.
 - **11.4.4** Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.
- **3.99** *Delete Section 12.1.1 and substitute the following:*
 - **12.1.1** If a portion of the Work is covered contrary to the to requirements specifically expressed in the Contract Documents, including inspections of work-in-progress required by all authorities having jurisdiction over the Project, it must, upon demand of the Architect or authority having jurisdiction, be uncovered for observation and be replaced at the Contractor's expense without change in the Contract Time.
- **3.100** In Section 12.2.2.1, delete the words "and to make a claim for breach of warranty" at the end of the third sentence.
- **3.101** *In Section 12.2.2.3, add the following to the end of the sentence:*

unless otherwise provided in the Contract Documents.

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

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

3.103 *Delete Section 13.1 and substitute the following:*

13.1 GOVERNING LAW

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

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

13.2 SUCCESSORS AND ASSIGNS

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

3.105 *Delete Section 13.3 and substitute the following:*

13.3 WRITTEN NOTICE

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

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

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

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

Unless expressly provided otherwise,

3.107 *Add the following Section 13.4.3:*

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

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

3.5 Warranty

3.17 Royalties, Patents and Copyrights

3.18 Indemnification

7.6 Cost or Pricing Data

11.1 Contractor's Liability Insurance

11.4 Performance and Payment Bond

15.1.6 Claims for Listed Damages

15.1.7 Waiver of Claims Against the Architect

15.6 Dispute Resolution

15.4 Service of Process

3.108 *Delete Section 13.6 and substitute the following:*

13.6 INTEREST

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

- **3.109** *Delete the language of Section 13.7 and substitute the word "Reserved."*
- **3.110** Add the following Sections 13.8 through 13.16:

13.8 PROCUREMENT OF MATERIALS BY OWNER

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

13.9 INTERPRETATION OF BUILDING CODES

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

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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 subsubcontractors; or (b) that Contractor and its subcontractors or subsubcontractors; or (b) that Contractor and its subcontractors or subsubcontractors 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)

13.13 SETOFF

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

13.14 DRUG-FREE WORKPLACE

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

13.15 FALSE CLAIMS

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

13.16 NON-INDEMNIFICATION:

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

3.111 *Delete Section 14.1.1 and substitute the following:*

- **14.1.1** The Contractor may terminate the Contract if the Work is stopped for a period of 45 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:
 - .1 Issuance of an order of a court or other public authority having jurisdiction that requires substantially all Work to be stopped; or

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- An act of government, such as a declaration of national emergency that requires substantially all Work to be stopped.
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents and the Contractor has stopped work in accordance with Section 9.7
- **3.112** *Insert the following at the end of Section 14.1.3:*

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

- 3.113 In Section 14.1.4, replace the word "repeatedly" with the word "persistently."
- **3.114** *Delete Section 14.2.1 and substitute the following:*
 - **14.2.1** The Owner may terminate the Contract if the Contractor
 - .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials, or otherwise fails to prosecute the Work, or any separable part of the Work, with the diligence, resources and skill that will ensure its completion within the time specified in the Contract Documents, including any authorized adjustments;
 - .2 fails to make payment to Subcontractors for materials or labor in accordance with the Contract Documents and the respective agreements between the Contractor and the Subcontractors;
 - .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
 - .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.
- 3.115 In Section 14.2.2, delete the parenthetical statement ", upon certification by the Initial Decision Maker that sufficient cause exists to justify such action," immediately following the word "Owner" in the first line.
- 3.116 In Section 14.2.4, replace the words "Initial Decision Maker" with the word "Architect"
- **3.117** *Add the following Section 14.2.5:*
 - **14.2.5** If, after termination for cause, it is determined that the Owner lacked justification to terminate under Section 14.2.1, or that the Contractor's default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Owner under Section 14.4.
- **3.118** *Delete the second sentence of Section 14.3.2 and substitute the following:*

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

- **3.119** *Delete Section 14.4.1 and substitute the following:*
 - **14.4.1** The Owner may, at any time, terminate the Contract, in whole or in part for the Owner's convenience and without cause. The Owner shall give written notice of the termination to the Contractor specifying the part of the Contract terminated and when termination becomes effective.
- **3.120** *Delete Section 14.4.2 and substitute the following:*
 - **14.4.2** Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall
 - .1 cease operations as directed by the Owner in the notice;
 - .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work;

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- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders; and
- .4 complete the performance of the Work not terminated, if any.
- **3.121** *Delete Section 14.4.3 and substitute the following:*
 - **14.4.3** In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, costs incurred by reason of such termination, and any other adjustments otherwise allowed by the Contract. Any adjustment to the Contract Sum made pursuant to this Section 14.4 shall be made in accordance with the requirements of Article 7.3.3.
- **3.122** Add the following Sections 14.4.4, 14.4.5, and 14.5:
 - **14.4.4** Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not (i) affect the Owner's right to require the termination of a subcontract, or (ii) increase the obligation of the Owner beyond what it would have been if the subcontract had contained an appropriate clause.
 - **14.4.5** Upon written consent of the Contractor, the Owner may reinstate the terminated portion of this Contract in whole or in part by amending the notice of termination if it has been determined that:
 - the termination was due to withdrawal of funding by the General Assembly, Governor, or Budget and Control Board or the need to divert project funds to respond to an emergency as defined by Regulation 19-445.2110(B) of the South Carolina Code of Regulations, as amended;
 - .2 funding for the reinstated portion of the work has been restored;
 - .3 circumstances clearly indicate a requirement for the terminated work; and
 - .4 reinstatement of the terminated work is advantageous to the Owner.

14.5 CANCELLATION AFTER AWARD BUT PRIOR TO PERFORMANCE

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

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

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

3.124 *Delete Section 15.1.2 and substitute the following:*

15.1.2 NOTICE OF CLAIMS

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

3.125 *Delete Section 15.1.3 and substitute the following:*

15.1.3 CONTINUING CONTRACT PERFORMANCE

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

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

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

- **3.127** *Insert the following Sub-Sections at the end of Section 15.1.5.2:*
 - .1 Claims for adverse weather shall be based on actual weather conditions at the job site or other place of performance of the Work, as documented in the Contractor's job site log.
 - .2 For the purpose of this Contract, a total of five (5) calendar days per calendar month (non-cumulative) shall be anticipated as "adverse weather" at the job site, and such time will not be considered justification for an extension of time. If, in any month, adverse weather develops beyond the five (5) days, the Contractor shall be allowed to claim additional days to compensate for the excess weather delays only to the extent of the impact on the approved construction schedule. The remedy for this condition is for an extension of time only and is exclusive of all other rights and remedies available under the Contract Documents or imposed or available by law.
 - .3 The Contractor shall submit monthly with their pay application all claims for adverse weather conditions that occurred during the previous month. The Architect shall review each monthly submittal in accordance with Section 15.5 and inform the Contractor and the Owner promptly of its evaluation. Approved days shall be included in the next Change Order issued by the Architect. Adverse weather conditions not claimed within the time limits of this Subparagraph shall be considered to be waived by the Contractor. Claims will not be allowed for adverse weather days that occur after the scheduled (original or adjusted) date of Substantial Completion.
- **3.128** *Delete Section 15.1.6 and substitute the following:*

15.1.6 CLAIMS FOR LISTED DAMAGES

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

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

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

- 3.130 Delete the language of Sections 15.2, 15.3, and 15.4, including all Sub-Sections, and substitute the word "Reserved" for the deleted language of each Section and Sub-Section.
- **3.131** Add the following Sections 15.5 and 15.6 with their sub-sections:

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

- **15.5.1** Contractor and Owner are fully committed to working with each other throughout the Project to avoid or minimize claims. To further this goal, Contractor and Owner agree to communicate regularly with each other and the Architect at all times notifying one another as soon as reasonably possible of any issue that if not addressed may cause loss, delay, and/or disruption of the Work. If claims do arise, Contractor and Owner each commit to resolving such claims in an amicable, professional, and expeditious manner to avoid unnecessary losses, delays, and disruptions to the Work.
- **15.5.2** Claims shall first be referred to the Architect for initial decision. An initial decision shall be required as a condition precedent to resolution pursuant to Section 15.6 of any Claim arising prior to the date of final payment, unless 30 days have passed after the Claim has been referred to the Architect with no decision having been rendered, or after all the Architect's requests for additional supporting data have been answered, whichever is later. The Architect will not address claims between the Contractor and persons or entities other than the Owner.
- **15.5.3** The Architect will review Claims and within ten days of the receipt of a Claim (1) request additional supporting data from the claimant or a response with supporting data from the other party or (2) render an initial decision in accordance with Section 15.5.5.
- **15.5.4** If the Architect requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Architect when the response or supporting data will be furnished or (3) advise the Architect that all supporting data has already been provided. Upon receipt of the response or supporting data, the Architect will render an initial decision in accordance with Section 15.5.5.
- **15.5.5** The Architect will render an initial decision in writing; (1) stating the reasons therefor; and (2) notifying the parties of any change in the Contract Sum or Contract Time or both. The Architect will deliver the initial decision to the parties within two weeks of receipt of any response or supporting data requested pursuant to Section 16.4, or within such longer period as may be mutually agreeable to the parties. If the parties accept the initial decision, the Architect shall prepare a Change Order with appropriate supporting documentation for the review and approval of the parties and the Office of State Engineer. If either the Contractor, Owner, or both, disagree with the initial decision, the Contractor and Owner shall proceed with dispute resolution in accordance with the provisions of Section 15.6.
- **15.5.6** In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

15.6 DISPUTE RESOLUTION

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

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

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

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

15.6.5 SERVICE OF PROCESS

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

3.132 *Add the following Article 16:*

ARTICLE 16 PROJECT-SPECIFIC REQUIREMENTS AND INFORMATION
16.1. Inspection Requirements: (Indicate the inspection services required by the Contract)
Special Inspections are required and are not part of the Contract Sum. (see section 01400)
Building Inspections are required and are not part of the Contract Sum. (see section 01400)
Building Inspections are required and are part of the Contract Sum. The inspections required for this Work
are: (Indicate which services are required and the provider)
☐ Civil:
Structural:
Mechanical:
Plumbing:
Electrical:
Gas:
Other (<i>list</i>):
Remarks

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

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

 None
- **16.3.** Requirements for Record Drawings, if any. (*Refer to attachments as needed.* If *none, enter NONE*) Refer to Section 01780 Closeout Submittals
- **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 Administrative Requirements
- **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*)

 None
- **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

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Performance Bond

	uddress of principal place of business of Surety)
Address: hereinafter referred to as "Contractor", and (Insert full name and a	uddress of principal place of business of Surety)
	uddress of principal place of business of Surety)
Name:	
Address:	
hereinafter called the "surety", are jointly and severally held a	and firmly bound unto (Insert full name and address of Agency)
Name: University of South Carolina	•
Address: 743 Greene Street	
Columbia, South Carolina 29208	
hereinafter referred to as "Agency", or its successors or assign Bond to which payment to be well and truly made, the Contra administrators, successors and assigns, jointly and severally,	ctor and Surety bind themselves, their heirs, executors,
WHEREAS, Contractor has by written agreement dated	_ entered into a contract with Agency to construct
State Project Name: USC Aiken Convocation Center	Shed
State Project Number: <u>H29-1329</u>	
Brief Description of Awarded Work, as found on the	
	d shall be a kit pole building frame or stick built wood for walls and soffits. There shall be a concrete slab on
grade floor and sidewalk.	of wans and sorms. There shan be a concrete shab on
in accordance with Drawings and Specifications prepared by	(Insert full name and address of A/F)
Name: <u>GMK Associates, Inc.</u>	This is your name and address of 122)
Address:1201 Main Street, Suite 2100	
Columbia, South Carolina 29201	
which agreement is by reference made a part hereof, and is he	ereinafter referred to as the Contract.
IN WITNESS WHEREOF , Surety and Contractor, intendstated herein, do each cause this Performance Bond to be dul or representative.	
DATED thisday of, 2 BOND (shall be no earlier than Date of Contract)	NUMBER
CONTRACTOR S	URETY
By: B	y:
(Seal)	(Seal)
Print Name: Pr	rint Name:
Print Title: Pr	rint Title:
	Attach Power of Attorney)
Witness: W	7itness:

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

Performance Bond

Performance Bond

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

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

- Agency refuses the payment tendered or the Surety has denied liability, in whole or in part, then without further notice the Agency shall be entitled to enforce any remedy available to the Agency.
- **6.2** Any dispute, suit, action or proceeding arising out of or relating to this Bond shall be governed by the Dispute Resolution process defined in the Contract Documents and the laws of the State of South Carolina.
- 7. After the Agency has terminated the Contractor's right to complete the Contract, and if the Surety elects to act under paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Agency shall be those of the Contractor under the Contract, and the responsibilities of the Agency to the Surety shall those of the Agency under the Contract. To a limit of the amount of this Bond, but subject to commitment by the Agency of the Balance of the Contract Sum to mitigation of costs and damages on the Contract, the Surety is obligated to the Agency without duplication for:
- **7.1** The responsibilities of the Contractor for correction of defective Work and completion of the Contract; and
- **7.2** Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and
- **7.3** Damages awarded pursuant to the Dispute Resolution Provisions of the Contract. Surety may join in any Dispute Resolution proceeding brought under the Contract and shall be bound by the results thereof; and
- **7.4** Liquidated Damages, or if no Liquidated Damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the Contractor.
- **8.** The Surety shall not be liable to the Agency or others for obligations of the Contractor that are unrelated to the Contract, and the Balance of the Contract Sum shall not be reduced or set-off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Agency or its heirs, executors, administrators, or successors.
- **9.** The Surety hereby waives notice of any change, including changes of time, to the contract or to related subcontracts, purchase orders and other obligations.
- **10.** Notice to the Surety, the Agency or the Contractor shall be mailed or delivered to the address shown on the signature page.
- 11. Definitions
- 11.1 Balance of the Contract Sum: The total amount payable by the Agency to the Contractor under the Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts to be received by the Agency in settlement of insurance or other Claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Contract.
- **11.2** Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform the Contract or otherwise to comply with the terms of the Contract.

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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 of	and address of principal place of business of Surety)
Name:	and data case of principal place of business of burely)
Address:	
hereinafter called the "surety", are jointly and severally he	eld and firmly bound unto (Insert full name and address of Agency)
Name: <u>University of South Carolina</u>	
Address: 743 Greene Street	
Columbia, South Carolina 29208	cione the sum of (f) haire the sum of the
hereinafter referred to as "Agency", or its successors or as Bond to which payment to be well and truly made, the Co administrators, successors and assigns, jointly and several	ntractor and Surety bind themselves, their heirs, executors,
WHEREAS, Contractor has by written agreement dated _	entered into a contract with Agency to construct
Project Name: <u>USC Aiken Convocation Center S</u>	<u>hed</u>
Project Number: <u>H29-I329</u>	
	the SE-330, Bid Form: The project consists of the shed shall be a kit pole building frame or stick built wood
	sterior walls and soffits. There shall be a concrete slab on
grade floor and sidewalk.	
in accordance with Drawings and Specifications prepared	by (Insert full name and address of A/E)
Name: <u>GMK Associates, Inc.</u>	
Address: 1201 Main Street, Suite 2100	
Columbia, South Carolina 29201	
which agreement is by reference made a part hereof, and i	s hereinafter referred to as the Contract.
	rending to be legally bound hereby, subject to the terms Payment Bond to be duly executed on its behalf by its
DATED thisday of, 2 BON	ND NUMBER
CONTRACTOR	SURETY
Ву:	By:
(Seal)	(Seal)
Print Name:	Print Name:
Print Title:	Print Title:
	(Attach Power of Attorney)
Witness:	Witness:
(A.11): 10:	

(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 o ne 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.

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 catcalling 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 laydown 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 ______ 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. <u>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.</u>
- 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)

Updated: July 15, 2011

CAMPUS VEHICLE EXPECTATIONS

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

Updated: July 15, 2011

My commission expires _____

Project Name: USC Aiken Convocation Center Shed Project Number: <u>H29-I329</u> University of South Carolina CONTRACTOR'S ONE YEAR GUARANTEE STATE OF _____ COUNTY OF _____ 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_____ *Must be executed by an office of the Contracting Firm.

SWORN TO before me this ______ day of ______, 2____ (seal) ______State

DIVISION

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T S

SECTION 01100 - SUMMARY

PART 1 GENERAL

1.01 PROJECT

- A. Project Name: USC Aiken Convocation Shed.
- B. Owner's Name: University of South Carolina, Aiken.
- C. Architect's Name: GMK Associates, Inc.
- D. The Project consists of the construction of a 2,400 square foot wood framed shed with prefinish metal panel roof and walls and brick base up to 4'-0" above finish floor.

1.02 CONTRACT DESCRIPTION

A. Contract Type: A single prime contract based on a Stipulated Price as described in Document 00500 - Agreement.

1.03 DESCRIPTION OF ALTERATIONS WORK

A. Electrical Power and Lighting: Install conduit from Convocation Center to the shed as indicated in the drawings. Owner will install electrical feed under separate contract.

1.04 WORK BY OWNER

A. Owner will award a contract for supply and installation of a new electrical feed which will be installed under separate contract.

1.05 OWNER OCCUPANCY

- A. Owner intends to occupy the Project upon Substantial Completion.
- B. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.
- C. Schedule the Work to accommodate Owner occupancy.

1.06 CONTRACTOR USE OF SITE AND PREMISES

- A. Construction Operations: Limited to areas noted on Drawings.
- B. Provide access to and from site as required by law and by Owner:
- C. Emergency Building Exits During Construction: Keep all exits required by code open during construction period; provide temporary exit signs if exit routes are temporarily altered.
- D. Limit disruption of utility services to hours the building is unoccupied.
 - 1. Do not disrupt or shut down life safety systems, including but not limited to fire sprinklers and fire alarm system, without 7 days notice to Owner and authorities having jurisdiction.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SUMMARY 01100-1

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:
 - 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 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 01230 - ALTERNATIVES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Description of alternates.
- B. Procedures for pricing alternates.
- C. Documentation of changes to Contract Sum and Contract Time.

1.02 ACCEPTANCE OF ALTERNATES

- A. Alternates quoted on Bid Forms will be reviewed and accepted or rejected at Owner's option. Accepted alternates will be identified in the Owner-Contractor Agreement.
- B. Coordinate related work and modify surrounding work to integrate the Work of each alternate.

1.03 SCHEDULE OF ALTERNATES

- A. Alternate No. 1 provide and install a pole building kit instead of standard wood framing, steel doors and frames, overhead coiling doors, metal wall and roof panels and preengineered wood trusses:
 - 1. Base Bid Item: Section 06100 Rough Carpentry.
 - 2. Base Bid Item: Section 06173 Shop Fabricated Wood Trusses.
 - 3. Base Bid Item: Section 07410 Metal Wall Panels.
 - 4. Base Bid Item: Section 07411 Preformed Metal Roof Panels.
 - 5. Base Bid Item: Section 08110 Steel Doors and Frames.
 - 6. Base Bid Item: Section 08331 Overhead Coiling Doors.
 - 7. Alternative Item: Section 13121 Pre-engineered Buildings.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

ALTERNATIVES 01230-1

SECTION 01300 - ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

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

1.02 PROJECT COORDINATION

- A. During construction, coordinate use of site and facilities through the Project Coordinator.
- B. Comply with Project Coordinator's procedures for intra-project communications; submittals, reports and records, schedules, coordination drawings, and recommendations; and resolution of ambiguities and conflicts.
- C. Comply with instructions of the Project Coordinator for use of temporary utilities and construction facilities.
- D. Coordinate field engineering and layout work under instructions of the Project Coordinator.
- E. Make the following types of submittals to Architect through the Project Coordinator:
 - 1. Requests for interpretation.
 - 2. Requests for substitution.
 - 3. Shop drawings, product data, and samples.
 - 4. Test and inspection reports.
 - 5. Design data.
 - 6. Manufacturer's instructions and field reports.
 - 7. Applications for payment and change order requests.
 - 8. Progress schedules.
 - 9. Closeout submittals.

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 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.

3.04 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.

3.05 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.

3.06 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.

3.07 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 01325 - CONSTRUCTION PROGRESS SCHEDULE

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Preliminary schedule.
- B. Construction progress schedule, bar chart type.
- C. Reports.

1.02 SUBMITTALS

- A. Within 7 days after date established in Notice to Proceed, submit preliminary schedule defining planned operations for the first 45 days of Work, with a general outline for remainder of Work.
- B. If preliminary schedule requires revision after review, submit revised schedule within 3 working days.
- C. Within 10 days after date established in Notice to Proceed, submit draft of proposed complete schedule for review.
 - 1. Include written certification that major contractors have reviewed and accepted proposed schedule.
- D. Within 3 days after Architect's review, submit complete schedule.
- E. Submit Daily Construction Reports every week.
- F. Submit updated schedule and Progress Reports with each Application for Payment.
- G. Submit the number of opaque reproductions that Contractor requires, plus three copies that will be retained by Architect.
- H. Submit under transmittal letter form specified in Section 01300.

1.03 QUALITY ASSURANCE

A. Scheduler: Contractor's personnel or specialist Consultant specializing in CPM scheduling with one years minimum experience in scheduling construction work of a complexity comparable to this Project, and having use of computer facilities capable of delivering a detailed graphic printout within 48 hours of request.

1.04 SCHEDULE FORMAT

- A. Listings: In chronological order according to the start date for each activity. Identify each activity with the applicable specification section number.
- B. Diagram Sheet Size: Maximum 22 x 17 inches or width required.
- C. Sheet Size: Multiples of 8-1/2 x 11 inches.
- D. Scale and Spacing: To allow for notations and revisions.

1.05 COORDINATION

A. In preparation of schedules, take into account the time allowed or required for the Architect's administrative procedures.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PRELIMINARY SCHEDULE

A. Prepare preliminary schedule in the form of a horizontal bar chart.

3.02 CONTENT

- A. Show complete sequence of construction by activity, with dates for beginning and completion of each element of construction.
- B. Identify each item by specification section number.
- C. Identify work of separate stages and other logically grouped activities.
- D. Provide sub-schedules to define critical portions of the entire schedule.
- E. Include conferences and meetings in schedule.
- F. Show accumulated percentage of completion of each item, and total percentage of Work completed, as of the first day of each month.
- G. Provide separate schedule of submittal dates for shop drawings, product data, and samples, owner-furnished products, Products identified under Allowances, and dates reviewed submittals will be required from Architect. Indicate decision dates for selection of finishes.
- H. Indicate delivery dates for owner-furnished products.
- I. Coordinate content with schedule of values specified in Section 01200.
- J. Provide legend for symbols and abbreviations used.
- K. Use the same terminology as that used in the Contract Documents.

3.03 BAR CHARTS

- A. Include a separate bar for each major portion of Work or operation.
- B. Identify the first work day of each week.
- C. Coordinate each element on the schedule with other construction activities.
- D. Show activities in proper sequence.
- E. Include cost bar at top of chart, showing estimated and actual costs of work performed at the date of each application for payment.
- F. Use vertical lines to mark the time scale at not more than one week intervals.

3.04 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Provide construction schedule in the form of bar charts:
 - 1. Use the same items of work as shown in the schedule of values.
 - 2. Where related activities must be performed in sequence, show relationship graphically.
 - 3. Incorporate the submittal schedule specified elsewhere.
 - 4. Incorporate the quality control activities schedule specified elsewhere.
 - 5. Show dates of:
 - a. Each activity that influences the construction time.

- b. Preconstruction meeting.
- c. Ordering dates for products requiring long lead time.
- d. Completion of demolition.
- e. Completion of mechanical work.
- f. Completion of electrical work.
- g. Instruction of the Owner's personnel in operation and maintenance of equipment and systems.
- h. Substantial and final completion, with time frames for the Architect's completion procedures.
- 6. In developing the schedule take into account:
 - a. Continued occupancy of areas adjacent to the work area as well as throughout the building.
 - b. Interruption of services to occupied facilities
 - c. Site limitations

3.05 UPDATING SCHEDULE

- A. Maintain schedules to record actual start and finish dates of completed activities.
- B. Indicate progress of each activity to date of revision, with projected completion date of each activity.
- C. Annotate diagrams to graphically depict current status of Work.
- D. Identify activities modified since previous submittal, major changes in Work, and other identifiable changes.
- E. Indicate changes required to maintain Date of Substantial Completion.
- F. Submit progress reports required to support recommended changes.

3.06 DISTRIBUTION OF SCHEDULE

- A. Distribute copies of updated schedules and reports to Contractor's project site file, to Subcontractors, suppliers, Architect, Owner, and other concerned parties.
- B. Instruct recipients to promptly report, in writing, problems anticipated by projections shown in schedules.

3.07 REPORTS

- A. Daily Construction Logs: Every day, record the following information concerning events at the site:
 - 1. Approximate number of persons at the site.
 - 2. Visitors to the site.
 - 3. Modifications to the contract received; modifications implemented.
 - 4. Changes in occupancy.
 - 5. Delays; reasons for delay.
 - 6. Emergencies and accidents.
 - 7. Equipment and system start-ups and tests.
 - 8. Losses of material and property.
 - 9. Meetings held and significant decisions made there.
 - 10. Names of Subcontractors at site.
 - 11. Orders and requests of representatives of governing authorities.

- 12. Unusual events.
- 13. Utility service disconnections and connections.
- B. Progress Reports: Prepare a narrative report describing the general state of completion of the work and describing in detail the following:
 - 1. Actual and anticipated delays, their impact on the schedule, and corrective actions taken or proposed.
 - 2. Actual and potential problems.
 - 3. Status of change order work.
 - 4. Effect of delays, problems, and changes on the schedules of Subcontractors.
 - 5. Outstanding change proposal requests.
 - 6. Status of corrective work ordered by the Architect

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 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 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.
- 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

SECTION 01601 - SUPPLEMENT A - SUBSTITUTION REQUEST FORM

TO: JEROME K. SIMONS		
GMK Associates, Inc.		
1201 Main Street, Suite 2100		
Columbia, South Carolina 29201		
fax: 803.255.7243		
We hereby submit for your consideration the above project:	e following product instead	of the specified item for
DRAWING NO DRAWING NAME		
SPEC. SECT. SPEC NAME	PARAGRAPH	SPECIFIED ITEM
Proposed Substitution:		
Attached complete information on changes substitution would require for its proper inst		ations, which proposed
Submit with request necessary samples and performance to that which is specified. Cle equality in performance.		
The undersigned certifies that the function, and assumes liability for equal performance materials.		
Submitted By:		
Signature	Title	
Firm		
Address		
Telephone	Date	
Signature shall be by person having authorit Failure to provide legally binding signature		
For use by the Architect:	For use by the	e Owner:
Recommended Recommended	l as noted Approved	

	Not Recommended Received too late	Not Approved	
	Insufficient data received	Approved as noted	
Ву	:	By:	
Da	te: Date:		
- Fill	l in Blanks Below:		
A.	Does the substitution affect dimensions shown on Drawings: YesNo 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:		
(At	ttach 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. Survey work: Submit name, address, and telephone number of Surveyor before starting survey work.
 - 1. On request, submit documentation verifying accuracy of survey work.
 - 2. Submit a copy of site drawing signed by the Land Surveyor, that the elevations and locations of the work are in conformance with Contract Documents.
 - 3. Submit surveys and survey logs for the project record.
- C. 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.
- D. Project Record Documents: Accurately record actual locations of capped and active utilities.

1.04 QUALIFICATIONS

A. For survey work, employ a land surveyor registered in South Carolina and acceptable to Architect. Submit evidence of Surveyor's Errors and Omissions insurance coverage in the form of an Insurance Certificate.

1.05 PROJECT CONDITIONS

- A. Protect site from puddling or running water. Provide water barriers as required to protect site from soil erosion.
- B. 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.
- C. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.
- D. 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 enclosures to prevent entry of dust generated outdoors.
 - 2. Provide dust-proof barriers between construction areas and areas continuing to be occupied by Owner.
 - 3. Clean interior spaces prior to the start of the finish painting and continue cleaning on an as-needed basis until painting is finished.
 - 4. Schedule operations so that dust and other contaminants resulting from cleaning process will not fall on wet or newly-coated surfaces.
 - 5. Handle materials in a controlled manner with as little handling as possible; do not drop or throw materials from heights.
- E. Noise Control: Provide methods, means, and facilities to minimize noise produced by construction operations.
- F. Pest and Rodent Control: Provide methods, means, and facilities to prevent pests and insects from damaging the work.
- G. Rodent Control: Provide methods, means, and facilities to prevent rodents from accessing or invading premises.
- H. Pollution Control: Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations. Comply with federal, state, and local regulations.

1.06 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.

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 LAYING OUT THE WORK

- A. Verify locations of survey control points prior to starting work.
- B. Promptly notify Architect of any discrepancies discovered.

- C. Protect survey control points prior to starting site work; preserve permanent reference points during construction.
- D. Promptly report to Architect the loss or destruction of any reference point or relocation required because of changes in grades or other reasons.
- E. Replace dislocated survey control points based on original survey control. Make no changes without prior written notice to Architect.
- F. Utilize recognized engineering survey practices.
- G. Establish elevations, lines and levels. Locate and lay out by instrumentation and similar appropriate means:
 - 1. Site improvements including pavements; stakes for grading, fill and topsoil placement; utility locations, slopes, and invert elevations.
 - 2. Grid or axis for structures.
 - 3. Building foundation, column locations, ground floor elevations.
- H. Periodically verify layouts by same means.
- I. Maintain a complete and accurate log of control and survey work as it progresses.

3.05 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.

3.06 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.
 - 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. When existing finished surfaces are cut so that a smooth transition with new work is not possible, terminate existing surface along a straight line at a natural line of division and make recommendation to Architect.
- I. Where removal of partitions or walls results in adjacent spaces becoming one, rework floors, walls, and ceilings to a smooth plane without breaks, steps, or bulkheads.
- J. Where a change of plane of 1/4 inch or more occurs in existing work, submit recommendation for providing a smooth transition for Architect review and request

instructions.

- K. Trim existing wood doors as necessary to clear new floor finish. Refinish trim as required.
- L. 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.
- M. Refinish existing surfaces as indicated:
- N. 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.
- O. If mechanical or electrical work is exposed accidentally during the work, re-cover and refinish to match.
- P. Clean existing systems and equipment.
- Q. Remove demolition debris and abandoned items from alterations areas and dispose of off-site; do not burn or bury.
- R. Do not begin new construction in alterations areas before demolition is complete.
- S. Comply with all other applicable requirements of this section.

3.07 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.

3.08 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.

3.09 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.

3.10 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.

3.11 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.

3.12 ADJUSTING

- A. Adjust operating products and equipment to ensure smooth and unhindered operation.
- B. Testing, adjusting, and balancing HVAC systems: See Section 15950.

3.13 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.

3.14 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:
 - 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.

3.15 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

DIVISION 3

Applicable Portions Of The Conditions Of The Contract And Division 1 General Requirements Apply To The Work Of This Division. E A R T H W O R K

SECTION 310523 - CEMENT CONCRETE PAVEMENT

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

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

1.02 SUMMARY

- A. This Section includes exterior cement concrete pavement for the following:
 - 1. Driveways and roadways.
 - 2. Parking lots.
 - 3. Curbs and gutters.
 - 4. Walkways.

1.03 SUBMITTALS

- A. Product Data: For each type of manufactured material and product indicated.
- B. Design Mixes: For each concrete pavement mix. Include alternate mix designs when characteristics of materials, project conditions, weather, test results, or other circumstances warrant adjustments.
- C. Samples: 10-lb sample of exposed aggregate.
- D. Material Test Reports: From a qualified testing agency indicating and interpreting test results for compliance of the following with requirements indicated, based on comprehensive testing of current materials:
- E. Material Certificates: Signed by manufacturers certifying that each of the following materials complies with requirements:
 - 1. Cementitious materials and aggregates.
 - 2. Steel reinforcement and reinforcement accessories.
 - 3. Fiber reinforcement.
 - 4. Admixtures.
 - Curing compounds.
 - 6. Applied finish materials.
 - 7. Bonding agent or adhesive.
 - 8. Joint fillers.
- F. Minutes of preinstallation conference.

1.04 QUALITY ASSURANCE

USCA Convocation Center Shed

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- Installer Qualifications: An experienced installer who has completed pavement work similar in material. design, and extent to that indicated for this Project and whose work has resulted in construction with a record of successful in-service performance.
- Manufacturer Qualifications: Manufacturer of ready-mixed concrete products complying with B. ASTM C 94 requirements for production facilities and equipment.
 - Manufacturer must be certified according to the National Ready Mix Concrete Association's Plant Certification Program.
- C. Testing Agency Qualifications: An independent testing agency, acceptable to authorities having jurisdiction, qualified according to ASTM C 1077 and ASTM E 329 to conduct the testing indicated, as documented according to ASTM E 548.
- D. Source Limitations: Obtain each type or class of cementitious material of the same brand from the same manufacturer's plant and each aggregate from one source.
- ACI Publications: Comply with ACI 301, "Specification for Structural Concrete," unless E. modified by the requirements of the Contract Documents.
- F. Concrete Testing Service: Engage a qualified independent testing agency to perform material evaluation tests and to design concrete mixes.
- Mockups: Cast mockups of full-size sections of concrete pavement to demonstrate typical G. joints, surface finish, texture, color, and standard of workmanship.
 - 1. Build mockups in the location and of the size indicated or, if not indicated, as directed by
 - 2. Notify Architect seven days in advance of dates and times when mockups will be constructed.
 - 3. Obtain Architect's approval of mockups before starting construction.
 - Maintain approved mockups during construction in an undisturbed condition as a 4. standard for judging the completed pavement.
 - 5. Demolish and remove approved mockups from the site when directed by Architect.
 - Approved mockups may become part of the completed Work if undisturbed at time of 6. Substantial Completion.
- H. Preinstallation Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Project Meetings."
 - Before submitting design mixes, review concrete pavement mix design and examine procedures for ensuring quality of concrete materials. Require representatives of each entity directly concerned with concrete pavement to attend, including the following:
 - a. Contractor's superintendent.
 - b. Independent testing agency responsible for concrete design mixes.
 - Ready-mix concrete producer. c.
 - Concrete subcontractor. d.

1.05 PROJECT CONDITIONS

Traffic Control: Maintain access for vehicular and pedestrian traffic as required for other A. construction activities.

University of South Carolina, Aiken USCA Convocation Center Shed Aiken, South Carolina PART 2 - PRODUCTS

2.01 FORMS

- A. Form Materials: Plywood, metal, metal-framed plywood, or other approved panel-type materials to provide full-depth, continuous, straight, smooth exposed surfaces.
 - 1. Use flexible or curved forms for curves of a radius 100 feet or less.
- B. Form-Release Agent: Commercially formulated form-release agent that will not bond with, stain, or adversely affect concrete surfaces and will not impair subsequent treatments of concrete surfaces.

2.02 STEEL REINFORCEMENT

- A. Plain-Steel Welded Wire Fabric: ASTM A 185, fabricated from as-drawn steel wire into flat sheets.
- B. Deformed-Steel Welded Wire Fabric: ASTM A 497, flat sheet.
- C. Reinforcement Bars: ASTM A 615/A 615M, Grade 60, deformed.
- D. Steel Bar Mats: ASTM A 184/A 184M; with ASTM A 615/A 615M, Grade 60, deformed bars; assembled with clips.
- E. Plain Steel Wire: ASTM A 82, as drawn.
- F. Joint Dowel Bars: Plain steel bars, ASTM A 615/A 615M, Grade 60. Cut bars true to length with ends square and free of burrs.
- G. Tie Bars: ASTM A 615/A 615M, Grade 60, deformed.
- H. Hook Bolts: ASTM A 307, Grade A, internally and externally threaded. Design hook-bolt joint assembly to hold coupling against pavement form and in position during concreting operations, and to permit removal without damage to concrete or hook bolt.
- I. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcement bars, welded wire fabric, and dowels in place. Manufacture bar supports according to CRSI's "Manual of Standard Practice" from steel wire, plastic, or precast concrete or fiber-reinforced concrete of greater compressive strength than concrete, and as follows:
 - 1. Equip wire bar supports with sand plates or horizontal runners where base material will not support chair legs.

2.03 CONCRETE MATERIALS

- A. General: Use the same brand and type of cementitious material from the same manufacturer throughout the Project.
- B. Portland Cement: ASTM C 150, Type I or II.

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- 1. Fly Ash: ASTM C 618. Class F or C.
- 2. Ground Granulated Blast-Furnace Slag: ASTM C 989, Grade 100 or 120.
- C. Blended Hydraulic Cement: ASTM C 595M, Type IS, portland blast-furnace slag cement.
- D. Aggregate: ASTM C 33, uniformly graded, from a single source, with coarse aggregate as follows:
 - 1. Class: 1N.
 - 2. Maximum Aggregate Size: 3/4 inch nominal.
 - 3. Do not use fine or coarse aggregates containing substances that cause spalling.
- E. Water: ASTM C 94.

2.04 ADMIXTURES

- A. General: Admixtures certified by manufacturer to contain not more than 0.1 percent water-soluble chloride ions by mass of cement and to be compatible with other admixtures.
- B. Air-Entraining Admixture: ASTM C 260.
- C. Water-Reducing and Accelerating Admixture: ASTM C 494, Type E.

2.05 FIBER REINFORCEMENT

- A. Synthetic Fiber: Fibrillated polypropylene fibers engineered and designed for use in concrete pavement, complying with ASTM C 1116, Type III, 1/2 to 1-1/2 inches long.
- B. Products: Subject to compliance with requirements, provide one of the following:
 - 1. Fibrillated Fibers:
 - a. Fibrasol F; Axim Concrete Technologies.
 - b. Fibermesh, Piv. of Synthetic Technologies.
 - c. Forta CR; Forta Corporation.
 - d. Grace Fibers; W. R. Grace & Co., Construction Products Div.

2.06 CURING MATERIALS

- A. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. dry.
- B. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.
- C. Water: Potable.
- D. Evaporation Retarder: Waterborne, monomolecular film forming, manufactured for application to fresh concrete.

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- E. Clear Solvent-Borne Liquid-Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B.
- F. Products: Subject to compliance with requirements, provide one of the following:
 - 1. Evaporation Retarder:
 - a. Finishing Aid Concentrate; Burke Group, LLC (The).
 - b. Aquafilm; Conspec Marketing & Manufacturing Co., Inc.
 - c. Sure Film; Dayton Superior Corporation.
 - d. Eucobar; Euclid Chemical Co.
 - e. Lambco Skin; Lambert Corporation.
 - f. E-Con; L&M Construction Chemicals, Inc.
 - g. Finishing Aid; Symons Corporation.
 - 2. Clear Solvent-Borne Liquid-Membrane-Forming Curing Compound:
 - a. Res-X Cure All Resin; Burke Group, LLC (The).
 - b. RX Cure; Conspec Marketing & Manufacturing Co., Inc.
 - c. Day-Chem Rez Cure; Dayton Superior Corporation.
 - d. Kurez DR; Euclid Chemical Co.
 - e. #64 Resin Cure; Lambert Corporation.
 - f. L&M Cure DR; L&M Construction Chemicals, Inc.
 - g. Resi-Chem C309; Symons Corporation.

2.07 RELATED MATERIAL

- A. Expansion- and Isolation-Joint-Filler Strips: ASTM D 1751, asphalt-saturated cellulosic fiber.
- B. Bonding Agent: ASTM C 1059, Type II, non-redispersible, acrylic emulsion or styrene butadiene.
- C. Epoxy Bonding Adhesive: ASTM C 881, two-component epoxy resin, capable of humid curing and bonding to damp surfaces, of class and grade to suit requirements, and as follows:
 - 1. Type II, non-load bearing, for bonding freshly mixed concrete to hardened concrete.
 - 2. Types I and II, non-load bearing, for bonding hardened or freshly mixed concrete to hardened concrete.
 - 3. Types IV and V, load bearing, for bonding hardened or freshly mixed concrete to hardened concrete.

2.08 CONCRETE MIXES

- A. Prepare design mixes, proportioned according to ACI 211.1 and ACI 301, for each type and strength of normal-weight concrete determined by either laboratory trial mixes or field experience.
- B. Use a qualified independent testing agency for preparing and reporting proposed mix designs for the trial batch method.
 - 1. Do not use Owner's field quality-control testing agency as the independent testing agency.
- C. Proportion mixes to provide concrete with the following properties:
 - 1. Compressive Strength (28 Days): 3000 psi.
 - 2. Maximum Water-Cementitious Materials Ratio: 0.50.

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- D. Cementitious Materials: Limit percentage, by weight, of cementitious materials other than portland cement according to ACI 301 requirements for concrete exposed to deicing chemicals.
- E. Cementitious Materials: Limit percentage, by weight, of cementitious materials other than portland cement in concrete as follows:
 - 1. Fly Ash: 25 percent.
 - 2. Combined Fly Ash and Pozzolan: 25 percent.
 - 3. Ground Granulated Blast-Furnace Slag: 50 percent.
 - 4. Combined Fly Ash or Pozzolan, and Ground Granulated Blast-Furnace Slag: 50 percent portland cement minimum, with fly ash or pozzolan not exceeding 25 percent.
- F. Add air-entraining admixture at manufacturer's prescribed rate to result in concrete at point of placement having an air content of 2.5 to 4.5 percent.
- G. Add air-entraining admixture at manufacturer's prescribed rate to result in concrete at point of placement having an air content as follows within a tolerance of plus or minus 1.5 percent:
 - 1. Air Content: 5.5 percent for 1-1/2-inch maximum aggregate.
 - 2. Air Content: 6.0 percent for 1-inch maximum aggregate.
 - 3. Air Content: 6.0 percent for 3/4-inch maximum aggregate.
- H. Synthetic Fiber: Uniformly disperse in concrete mix at manufacturer's recommended rate, but not less than 1.0 lb/cu. yd..

2.09 CONCRETE MIXING

- A. Ready-Mixed Concrete: Comply with requirements and with ASTM C 94 and ASTM C 1116.
 - 1. When air temperature is between 85 deg F and 90 deg F, reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F, reduce mixing and delivery time to 60 minutes.
- B. Project-Site Mixing: Comply with requirements and measure, batch, and mix concrete materials and concrete according to ASTM C 94. Mix concrete materials in appropriate drumtype batch machine mixer.
 - 1. For mixers of 1 cu. yd. or smaller capacity, continue mixing at least one and one-half minutes, but not more than five minutes after ingredients are in mixer, before any part of batch is released.
 - 2. For mixers of capacity larger than 1 cu. yd., increase mixing time by 15 seconds for each additional 1 cu. yd..
 - 3. Provide batch ticket for each batch discharged and used in the Work, indicating Project identification name and number, date, mix type, mix time, quantity, and amount of water added.

PART 3 - EXECUTION

3.01 PREPARATION

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- A. Proof-roll prepared subbase surface to check for unstable areas and verify need for additional compaction. Proceed with pavement only after nonconforming conditions have been corrected and subgrade is ready to receive pavement.
- B. Remove loose material from compacted subbase surface immediately before placing concrete.

3.02 EDGE FORMS AND SCREED CONSTRUCTION

- A. Set, brace, and secure edge forms, bulkheads, and intermediate screed guides for pavement to required lines, grades, and elevations. Install forms to allow continuous progress of work and so forms can remain in place at least 24 hours after concrete placement.
- B. Clean forms after each use and coat with form release agent to ensure separation from concrete without damage.

3.03 STEEL REINFORCEMENT

- A. General: Comply with CRSI's "Manual of Standard Practice" for fabricating reinforcement and with recommendations in CRSI's "Placing Reinforcing Bars" for placing and supporting reinforcement.
- B. Clean reinforcement of loose rust and mill scale, earth, ice, or other bond-reducing materials.
- C. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position during concrete placement. Maintain minimum cover to reinforcement.
- D. Install welded wire fabric in lengths as long as practicable. Lap adjoining pieces at least one full mesh, and lace splices with wire. Offset laps of adjoining widths to prevent continuous laps in either direction.
- E. Install fabricated bar mats in lengths as long as practicable. Handle units to keep them flat and free of distortions. Straighten bends, kinks, and other irregularities, or replace units as required before placement. Set mats for a minimum 2-inch overlap to adjacent mats.

3.03 JOINTS

- A. General: Construct construction, isolation, and contraction joints and tool edgings true to line with faces perpendicular to surface plane of concrete. Construct transverse joints at right angles to centerline, unless otherwise indicated.
 - 1. When joining existing pavement, place transverse joints to align with previously placed joints, unless otherwise indicated.
- B. Construction Joints: Set construction joints at side and end terminations of pavement and at locations where pavement operations are stopped for more than one-half hour, unless pavement terminates at isolation joints.
 - 1. Provide preformed galvanized steel or plastic keyway-section forms or bulkhead forms with keys, unless otherwise indicated. Embed keys at least I-1/2 inches into concrete.
 - 2. Continue reinforcement across construction joints, unless otherwise indicated. Do not continue reinforcement through sides of pavement strips, unless otherwise indicated.
 - 3. Provide tie bars at sides of pavement strips where indicated.

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- 4. Use a bonding agent at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.
- 5. Use epoxy bonding adhesive at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.
- C. Isolation Joints: Form isolation joints of preformed joint-filler strips abutting concrete curbs, catch basins, manholes, inlets, structures, walks, other fixed objects, and where indicated.
 - 1. Locate expansion joints at intervals of 50 feet, unless otherwise indicated.
 - 2. Extend joint fillers full width and depth of joint.
 - 3. Terminate joint filler less than 1/2 inch or more than 1 inch below finished surface if joint sealant is indicated.
 - 4. Place top of joint filler flush with finished concrete surface if joint sealant is not indicated.
 - 5. Furnish joint fillers in one-piece lengths. Where more than one length is required, lace or clip joint-filler sections together.
 - 6. Protect top edge of joint filler during concrete placement with metal, plastic, or other temporary preformed cap. Remove protective cap after concrete has been placed on both sides of joint.
- D. Install dowel bars and support assemblies at joints where indicated. Lubricate or asphalt-coat one-half of dowel length to prevent concrete bonding to one side of joint.
- E. Contraction Joints: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of the concrete thickness, as follows:
 - 1. Grooved Joints: Form contraction joints after initial floating by grooving and finishing each edge of joint with groover tool to the following radius. Repeat grooving of contraction joints after applying surface finishes. Eliminate groover marks on concrete surfaces.
 - a. Radius: 1/4 inch.
 - 2. Sawed Joints: Form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch- wide joints into concrete when cutting action will not tear, abrade, or otherwise damage surface and before developing random contraction cracks.
- F. Edging: Tool edges of pavement, gutters, curbs, and joints in concrete after initial floating with an edging tool to the following radius. Repeat tooling of edges after applying surface finishes. Eliminate tool marks on concrete surfaces.
 - 1. Radius: 1/4 inch.

3.04 CONCRETE PLACEMENT

- A. Inspection: Before placing concrete, inspect and complete formwork installation, reinforcement steel, and items to be embedded or cast in. Notify other trades to permit installation of their work.
- B. Remove snow, ice, or frost from subbase surface and reinforcement before placing concrete. Do not place concrete on frozen surfaces.

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- C. Moisten subbase to provide a uniform dampened condition at the time concrete is placed. Do not place concrete around manholes or other structures until they are at the required finish elevation and alignment.
- D. Comply with requirements and with recommendations in ACI 304R for measuring, mixing, transporting, and placing concrete.
- E. Do not add water to concrete during delivery, at Project site, or during placement.
- F. Deposit and spread concrete in a continuous operation between transverse joints. Do not push or drag concrete into place or use vibrators to move concrete into place.
- G. Consolidate concrete by mechanical vibrating equipment supplemented by hand-spading, rodding, or tamping. Use equipment and procedures to consolidate concrete according to recommendations in ACI 309R.
 - Consolidate concrete along face of forms and adjacent to transverse joints with an internal vibrator. Keep vibrator away from joint assemblies, reinforcement, or side forms. Use only square-faced shovels for hand-spreading and consolidation. Consolidate with care to prevent dislocating reinforcement, dowels, and joint devices.
- H. Place concrete in two operations; strike off initial pour for entire width of placement and to the required depth below finish surface. Lay welded wire fabric or fabricated bar mats immediately in final position. Place top layer of concrete, strike off, and screed.
 - 1. Remove and replace portions of bottom layer of concrete that have been placed more than 15 minutes without being covered by top layer, or use bonding agent if approved by Architect.
- I. Screed pavement surfaces with a straightedge and strike off. Commence initial floating using bull floats or darbies to form an open textured and uniform surface plane before excess moisture or bleed water appears on the surface. Do not further disturb concrete surfaces before beginning finishing operations or spreading dry-shake surface treatments.
- J. Curbs and Gutters: When automatic machine placement is used for curb and gutter placement, submit revised mix design and laboratory test results that meet or exceed requirements. Produce curbs and gutters to required cross section, lines, grades, finish, and jointing as specified for formed concrete. If results are not approved, remove and replace with formed concrete.
- K. When adjoining pavement lanes are placed in separate pours, do not operate equipment on concrete until pavement has attained 85 percent of its 28-day compressive strength.
- L. Cold-Weather Placement: Comply with ACI 306.1 and as follows. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.
 - 1. When air temperature has fallen to or is expected to fall below 40 deg F, uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50 deg F and not more than 80 deg F at point of placement.
 - 2. Do not use frozen materials or materials containing ice or snow.
 - 3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators, unless otherwise specified and approved in mix designs.

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- M. Hot-Weather Placement: Place concrete according to recommendations in ACI 305R and as follows when hot-weather conditions exist:
 - 1. Cool ingredients before mixing to maintain concrete temperature at time of placement below 90 deg F. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated to total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
 - 2. Cover reinforcement steel with water-soaked burlap so steel temperature will not exceed ambient air temperature immediately before embedding in concrete.
 - 3. Fog-spray forms, reinforcement steel, and subgrade just before placing concrete. Keep subgrade moisture uniform without standing water, soft spots, or dry areas.

3.05 CONCRETE FINISHING

- A. General: Wetting of concrete surfaces during screeding, initial floating, or finishing operations is prohibited.
- B. Float Finish: Begin the second floating operation when bleed-water sheen has disappeared and the concrete surface has stiffened sufficiently to permit operations. Float surface with power-driven floats, or by hand floating if area is small or inaccessible to power units. Finish surfaces to true planes. Cut down high spots, and fill low spots. Refloat surface immediately to uniform granular texture.
 - 1. Medium-to-Coarse-Textured Broom Finish: Provide a coarse finish by striating float-finished concrete surface 1/16 to 1/8 inch deep with a stiff-bristled broom, perpendicular to line of traffic.

3.06 CONCRETE PROTECTION AND CURING

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and follow recommendations in ACI 305R for hot-weather protection during curing.
- B. Evaporation Retarder: Apply evaporation retarder to concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.
- C. Begin curing after finishing concrete, but not before free water has disappeared from concrete surface.
- D. Curing Methods: Cure concrete by moisture curing, moisture-retaining-cover curing, curing compound, or a combination of these as follows:
 - 1. Moisture Curing: Keep surfaces continuously moist for not less than seven days with the following materials:
 - a. Water,
 - b. Continuous water-fog spray.
 - c. Absorptive cover, water saturated, and kept continuously wet. Cover concrete surfaces and edges with 12-inch lap over adjacent absorptive covers.
 - 2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped

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at least 12 inches, and sealed by waterproof tape or adhesive. Immediately repair any holes or tears during curing period using cover material and waterproof tape.

3. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating and repair damage during curing period.

3.07 PAVEMENT TOLERANCES

- A. Comply with tolerances of ACI 117 and as follows:
 - 1. Elevation: 1/4 inch.
 - 2. Thickness: Plus 3/8 inch, minus 1/4 inch.
 - 3. Surface: Gap below 10-foot-long, unleveled straightedge not to exceed 1/4 inch.
 - 4. Lateral Alignment and Spacing of Tie Bars and Dowels: 1 inch.
 - 5. Vertical Alignment of Tie Bars and Dowels: 1/4 inch.
 - 6. Alignment of Tie-Bar End Relative to Line Perpendicular to Pavement Edge: 1/2 inch.
 - 7. Alignment of Dowel-Bar End Relative to Line Perpendicular to Pavement Edge: Length of dowel 1/4 inch per 12 inches.
 - 8. Joint Spacing: 3 inches.
 - 9. Contraction Joint Depth: Plus 1/4 inch, no minus.
 - 10. Joint Width: Plus 1/8 inch, no minus.

3.08 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified testing and inspection agency to sample materials, perform tests, and submit test reports during concrete placement. Sampling and testing for quality control may include those specified in this Article.
- B. Testing Services: Testing shall be performed according to the following requirements:
 - 1. Sampling Fresh Concrete: Representative samples of fresh concrete shall be obtained according to ASTM C 172, except modified for slump to comply with ASTM C 94.
 - 2. Slump: ASTM C 143; one test at point of placement for each compressive-strength test, but not less than one test for each day's pour of each type of concrete. Additional tests will be required when concrete consistency changes.
 - 3. Air Content: ASTM C 231, pressure method; one test for each compressive-strength test, but not less than one test for each day's pour of each type of air-entrained concrete.
 - 4. Concrete Temperature: ASTM C 1064; one test hourly when air temperature is 40 deg F and below and when 80 deg F and above, and one test for each set of compressive-strength specimens.
 - Compression Test Specimens: ASTM C 31/C 31M; one set of four standard cylinders for each compressive-strength test, unless otherwise indicated. Cylinders shall be molded and stored for laboratory-cured test specimens unless field-cured test specimens are required.
 - 6. Compressive-Strength Tests: ASTM C 39; one set for each day's pour of each concrete class exceeding 5 cu. yd., but less than 25 cu. yd., plus one set for each additional 50 cu. yd.. One specimen shall be tested at 7 days and two specimens at 28 days; one specimen shall be retained in reserve for later testing if required.

- 7. When frequency of testing will provide fewer than five compressive-strength tests for a given class of concrete, testing shall be conducted from at least five randomly selected batches or from each batch if fewer than five are used.
- 8. When strength of field-cured cylinders is less than 85 percent of companion laboratory-cured cylinders, current operations shall be evaluated and corrective procedures shall be provided for protecting and curing in-place concrete.
- 9. Strength level of concrete will be considered satisfactory if averages of sets of three consecutive compressive-strength test results equal or exceed specified compressive strength and no individual compressive-strength test result falls below specified compressive strength by more than 500 psi.
- C. Test results shall be reported in writing to Architect, concrete manufacturer, and Contractor within 24 hours of testing. Reports of compressive-strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing agency, concrete type and class, location of concrete batch in pavement, design compressive strength at 28 days, concrete mix proportions and materials, compressive breaking strength, and type of break for both 7- and 28-day tests.
- D. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Architect but will not be used as the sole basis for approval or rejection.
- E. Additional Tests: Testing agency shall make additional tests of the concrete when test results indicate slump, air entrainment, concrete strengths, or other requirements have not been met, as directed by Architect. Testing agency may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C 42, or by other methods as directed.

3.09 REPAIRS AND PROTECTION

- A. Remove and replace concrete pavement that is broken, damaged, or defective, or does not meet requirements in this Section.
- B. Drill test cores where directed by Architect when necessary to determine magnitude of cracks or defective areas. Fill drilled core holes in satisfactory pavement areas with portland cement concrete bonded to pavement with epoxy adhesive.
- C. Protect concrete from damage. Exclude traffic from pavement for at least 14 days after placement. When construction traffic is permitted, maintain pavement as clean as possible by removing surface stains and spillage of materials as they occur.
- D. Maintain concrete pavement free of stains, discoloration, dirt, and other foreign material. Sweep concrete pavement not more than two days before date scheduled for Substantial Completion inspections.

END OF SECTION

SECTION 312000 - EARTH MOVING

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes:

- 1. Preparing subgrades for slabs-on-grade, walks, pavements and turf and grasses.
- 2. Excavating and backfilling for buildings and structures.
- 3. Excavating and backfilling for utility trenches.

1.02 DEFINITIONS

- A Backfill: Soil material used to fill an excavation.
 - 1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
 - 2. Final Backfill: Backfill placed over initial backfill to fill a trench.
- B. Bedding Course: Aggregate layer placed over the excavated subgrade in a trench before laying pipe.
- C. Borrow Soil: Satisfactory soil imported from off-site for use as fill or backfill.
- D. Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.
 - Authorized Additional Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions and beyond the additional excavation referenced on pages 6 & 7 of the subsurface exploration report as directed by Architect. Authorized additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work.
 - 2. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions without direction by Architect. Unauthorized excavation, as well as remedial work directed by Architect, shall be without additional compensation.
- E. Fill: Soil materials used to raise existing grades.
- F. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.
- G. Subgrade: Uppermost surface of an excavation or the top surface of a fill or backfill immediately below subbase, drainage fill, drainage course, or topsoil materials.

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H. Utilities: On-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.

1.03 QUALITY ASSURANCE

A. Preexcavation Conference: Conduct conference at Project site.

1.04 PROJECT CONDITIONS

A. Utility Locator Service: Notify utility locator service for area where Project is located before beginning earth moving operations.

PART 2 - PRODUCTS

2.01 SOIL MATERIALS

- A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.
- B. Unsatisfactory Soils: Soil Classification Groups GC, SC, CL, ML, OL, CH, MH, OH, and PT according to ASTM D 2487, or a combination of these groups.
 - 1. Unsatisfactory soils also include satisfactory soils not maintained within 2 percent of optimum moisture content at time of compaction.
- C. Subbase Material: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 90 percent passing a 1-1/2-inch sieve and not more than 12 percent passing a No. 200 sieve.
- D. Engineered Fill: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 90 percent passing a 1-1/2-inch sieve and not more than 12 percent passing a No. 200 sieve.
- E. Bedding Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; except with 100 percent passing a 1-inch sieve and not more than 8 percent passing a No. 200 sieve.

2.02 ACCESSORIES

A. Detectable Warning Tape: Acid- and alkali-resistant, polyethylene film warning tape manufactured for marking and identifying underground utilities, a minimum of 6 inches wide and 4 mils thick, continuously inscribed with a description of the utility, with metallic core encased in a protective jacket for corrosion protection, detectable by metal detector when tape is buried up to 30 inches deep; colored to comply with local practice or requirements of authorities having jurisdiction.

University of South Carolina, Aiken USCA Convocation Center Shed Aiken, South Carolina PART 3 - EXECUTION

3.01 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earth moving operations.
- B. Protect and maintain erosion and sedimentation controls during earth moving operations.
- C. Protect subgrades and foundation soils from freezing temperatures and frost. Remove temporary protection before placing subsequent materials.

3.02 EXCAVATION, GENERAL

- A. Unclassified Excavation: Excavate to subgrade elevations regardless of the character of surface and subsurface conditions encountered. Unclassified excavated materials may include rock, soil materials, and obstructions. No changes in the Contract Sum or the Contract Time will be authorized for rock excavation or removal of obstructions.
 - 1. If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soil materials.

3.03 EXCAVATION FOR STRUCTURES

- A. Excavate to indicated elevations and dimensions within a tolerance of plus or minus 1 inch. If applicable, extend excavations a sufficient distance from structures for placing and removing concrete formwork, for installing services and other construction, and for inspections.
 - 1. Excavations for Footings and Foundations: Do not disturb bottom of excavation. Excavate by hand to final grade just before placing concrete reinforcement. Trim bottoms to required lines and grades to leave solid base to receive other work.

3.2 EXCAVATION FOR WALKS AND PAVEMENTS

A. Excavate surfaces under walks and pavements to indicated lines, cross sections, elevations, and subgrades.

3.3 EXCAVATION FOR UTILITY TRENCHES

- A. Excavate trenches to indicated gradients, lines, depths, and elevations.
- B. Excavate trenches to uniform widths to provide the following clearance on each side of pipe or conduit. Excavate trench walls vertically from trench bottom to 12 inches higher than top of pipe or conduit unless otherwise indicated.

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- 1. Clearance: 12 inches each side of pipe or conduit.
- C. Trench Bottoms: Excavate and shape trench bottoms to provide uniform bearing and support of pipes and conduit. Shape subgrade to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits. Remove projecting stones and sharp objects along trench subgrade.
 - 1. Excavate trenches 6 inches deeper than elevation required in rock or other unyielding bearing material, 4 inches deeper elsewhere, to allow for bedding course.

D. Trenches in Tree- and Plant-Protection Zones:

- 1. Hand-excavate to indicated lines, cross sections, elevations, and subgrades. Use narrow-tine spading forks to comb soil and expose roots. Do not break, tear, or chop exposed roots. Do not use mechanical equipment that rips, tears, or pulls roots.
- 2. Do not cut main lateral roots or taproots; cut only smaller roots that interfere with installation of utilities.

3.4 SUBGRADE INSPECTION

- A. Proof-roll subgrade below the building slabs and pavements with a pneumatic-tired dump truck to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.
- B. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Architect, without additional compensation.

3.5 UNAUTHORIZED EXCAVATION

- A. Fill unauthorized excavation under foundations or wall footings by extending bottom elevation of concrete foundation or footing to excavation bottom, without altering top elevation. Lean concrete fill, with 28-day compressive strength of 2500 psi, may be used when approved by Architect.
 - 1. Fill unauthorized excavations under other construction, pipe, or conduit as directed by Architect.

3.6 STORAGE OF SOIL MATERIALS

- A. Stockpile borrow soil materials and excavated satisfactory soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
 - 1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

- 3.7 UTILITY TRENCH BACKFILL
- A. Place backfill on subgrades free of mud, frost, snow, or ice.
- B. Place and compact bedding course on trench bottoms and where indicated. Shape bedding course to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits.
- C. Trenches under Footings: Backfill trenches excavated under footings and within 18 inches of bottom of footings with satisfactory soil.
- D. Place and compact initial backfill of satisfactory soil, free of particles larger than I inch in any dimension, to a height of 12 inches over the pipe or conduit.
 - 1. Carefully compact initial backfill under pipe haunches and compact evenly up on both sides and along the full length of piping or conduit to avoid damage or displacement of piping or conduit. Coordinate backfilling with utilities testing.
- E. Place and compact final backfill of satisfactory soil to final subgrade elevation.
- F. Install warning tape directly above utilities, 12 inches below finished grade, except 6 inches below subgrade under pavements and slabs.

3.8 SOIL FILL

- A. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.
- B. Place and compact fill material in layers to required elevations as follows:
 - 1. Under grass and planted areas, use satisfactory soil material.
 - 2. Under walks and pavements, use satisfactory soil material.
 - 3. Under steps and ramps, use engineered fill.
 - 4. Under building slabs, use engineered fill.
 - 5. Under footings and foundations, use engineered fill.

3.9 SOIL MOISTURE CONTROL

- A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill soil layer before compaction to within 2 percent of optimum moisture content.
 - 1. Do not place backfill or fill soil material on surfaces that are muddy, frozen, or contain frost or ice.
 - 2. Remove and replace, or scarify and air dry, otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.

3.10 COMPACTION OF SOIL BACKFILLS AND FILLS

- A. Place backfill and fill soil materials in layers not more than 8 inches in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches in loose depth for material compacted by hand-operated tampers.
- B. Place backfill and fill soil materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure.
- C. Compact soil materials to not less than the following percentages of maximum dry unit weight according to ASTM D 698:
 - 1. Under structures, building slabs, steps, and pavements, scarify and recompact top 12 inches of existing subgrade and each layer of backfill or fill soil material at 95 percent.
 - 2. Under walkways, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill soil material at 95 percent.
 - 3. Under turf or unpaved areas, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill soil material at 90 percent.
 - 4. For utility trenches, compact each layer of initial and final backfill soil material at 85 percent.
 - 5. Compact over-excavation in the building pad area per pages 6 & 7 of the subsurface exploration report.

3.11 GRADING

- A. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
- B. Site Rough Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to required elevations within the following tolerances:
 - 1. Turf or Unpaved Areas: Plus or minus 1 inch.
 - 2. Walks: Plus or minus 1 inch.
 - 3. Pavements: Plus or minus 1/2 inch.

3.12 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified geotechnical engineering testing agency to perform tests and inspections.
- B. Allow testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earth moving only after test results for previously completed work comply with requirements.
- C. When testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil materials to depth required; recompact and retest until specified compaction is obtained.

3.13 PROTECTION

- A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
- B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.
- C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.
 - 1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

3.14 DISPOSAL OF SURPLUS AND WASTE MATERIALS

A. Remove surplus satisfactory soil and waste materials, including unsatisfactory soil, trash, and debris, and legally dispose of them off Owner's property.

END OF SECTION

SECTION 312500 - EROSION AND SEDIMENTATION CONTROL

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

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

1.02 SUMMARY

- A. This Section includes the following:
 - 1. Erosion control materials and methods.
- B. Related Sections:
 - 1. 31 1000 Site Clearing
 - 2. 31 2000 Earth Moving

1.03 DEFINITIONS

A. Soil disturbing activities include but are not limited to: Clearing and grubbing, excavation for utilities and foundations, roadway and parking lot construction, construction or modification of site drainage, grading, and preparation for final seeding.

1.04 PERFORMANCE REQUIREMENTS

- A. Regulatory Requirements: Comply with provisions of the following:
 - 1. Aiken County.
 - 2. City of Aiken.
 - 3. South Carolina Department of Health and Environmental Control.

Test Method

University of South Carolina, Aiken USCA Convocation Center Shed Aiken, South Carolina

Synthetic Filter Fabric for silt fences.

PART 2 - PRODUCTS

2.01 SILT FENCES.

Provide pervious sheet of polypropylene, nylon, or polyethylene fabric conforming to the following physical and hydraulic characteristics: Physical Properties (Min.)		
Grab Tensile, Ibs.	W120/F100	ASTM-D-4632
Grab Elongation, %	15	ASTM-D-4632
Mullen Burst, psi	275	ASTM-D-3786
Puncture, lbs.	65	ASTM-D-4833
Trapezoidal Tear, lbs.	50	ASTM-D-4533
UV Resistance, %	80	ASTM-D-4355
AOS, US Sieve #	30/40	ASTM-D-4751
Permittivity gal/min-sq. ft.	90	ASTM-D-4491

Requirement

- A. Filter fabric should contain ultraviolet ray inhibitors and stabilizers to provide a minimum of 6 months of expected usable construction life at a temperature range of 0 to 120 F.
- B. Support Posts: 4 foot steel picket.
- C. Utilize standard strength synthetic filter fabric for sediment barriers. The filter fabric shall be purchased in a continuous roll cut to the length of the barrier to avoid the use of joints.

2.02 STRAW MATERIALS

A. Erosion Control Matting: Approximately 70% straw, 30% coconut fiber between two layers of photo degradable polypropylene netting.

2.03 GRASS

- A. Grass Seed: Fresh, clean, dry, new-crop seed complying with AOSA's "Journal of Seed Technology; Rules for Testing Seeds" for purity and germination tolerances.
- B. Seed Species: State-certified seed of grass species, as follows:
 - 1. Brown top millet: March 1 through August 14.
 - 2. Rye Grain and Annual Rye Grass: August 15 through February 28.

PART 3 - EXECUTION

3.01 PREPARATION

- A. Place all erosion and sediment control measures prior to any soil disturbance activity.
- B. Conform to the requirements of the appropriate regulatory agency for the State.

3.02 INSTALLATION, GENERAL

- A. Prior to construction, install silt fence along the downhill construction limits in accordance with the erosion control standard detail to prevent silt intrusion upon adjacent land.
- B. Install sediment and erosion control measures on the down slope toe of all top soil stock piles.

3.03 DUST CONTROL

- A. In areas subject to surface and air movement of dust, where on-site or off-site damage is likely to occur, one or more of the following preventive measures shall be taken for dust control:
- B. Minimize the period of soil exposure through the use of temporary ground cover and other temporary stabilization practices.
- C. Sprinkle the site with water until surface is wet. Repeat as needed.

3.04 INSTALLATION OF SILT FENCES

- A. Provide silt fences at the following general locations:
 - 1. Immediately upstream of the point(s) of runoff discharge from a site before flow becomes concentrated.
 - 2. Below disturbed areas where runoff may occur in the form of overland flow.
 - 3. Along the down slope toe of all top soil stock piles.
 - 4. Around all storm structures.

B. Construction of Fence:

- I. Space support posts at a maximum 6 feet on center. Drive securely into the ground a minimum of 24 inches.
- 2. Staple or wire the filter fabric to the fence post, extending 6 inches of the fabric on the ground. Do not staple filter fabric to trees.
- 3. Splice filter fabric only at a support post, overlapping fabric a minimum of 6 inches, and seal.
- 4. Do not exceed 36 inches in height.

C. Maintenance.

- 1. Inspect silt fences and filter barriers immediately after each rainfall and at least daily during prolonged rainfall.
- 2. Inspect Silt fences for depth of sediment,
 - a. Remove Sediment deposits after each storm event and when deposits reach approximately 1/3 the height of the barrier or when the sediments limit or prevent the flow of water through the fabric hydraulic.
 - b. Any sediment deposits remaining in place after the silt fence or filter barrier is no longer required shall be dressed to conform with the existing grade, prepared, and seeded.

- 3. Inspect silt fences for tears in the fabric, and the attachment of the fabric to the fence posts. Inspect post for continued firm embedment. Repair any deficiencies immediately.
- 4. Replace filter fabric promptly if it shows signs of decomposition or deterioration that limits its effectiveness.

3.05 INSTALLATION OF EROSION CONTROL MATTING

- A. Provide erosion control matting on all slopes over six feet high. Install, secure and maintain matting according to manufacturer's written instructions.
- B. Maintain matting until an acceptable vegetative cover is in place.

3.06 TEMPORARY GRASSING

- A. Provide temporary seeding on exposed surfaces that will not be brought to final grading or permanent cover treatment within 21 days of the exposure to reduce erosion and sedimentation by stabilizing exposed soils.
- B. Check seeded areas regularly for bare spots, washouts, and healthy growth to assure that a good stand of grass is being maintained. Reseed areas that fail to establish vegetation cover as soon as such areas are identified.

END OF SECTION

SECTION 329200 - TURE AND GRASSES

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Seeding.

1.02 DEFINITIONS

- A. Duff Layer: The surface layer of native topsoil that is composed of mostly decayed leaves, twigs, and detritus.
- B. Finish Grade: Elevation of finished surface of planting soil.
- C. Manufactured Topsoil: Soil produced off-site by homogeneously blending mineral soils or sand with stabilized organic soil amendments to produce topsoil or planting soil.
- D. Pesticide: A substance or mixture intended for preventing, destroying, repelling, or mitigating a pest. This includes insecticides, miticides, herbicides, fungicides, rodenticides, and molluscicides. It also includes substances or mixtures intended for use as a plant regulator, defoliant, or desiccant.
- E. Pests: Living organisms that occur where they are not desired or that cause damage to plants, animals, or people. These include insects, mites, grubs, mollusks (snails and slugs), rodents (gophers, moles, and mice), unwanted plants (weeds), fungi, bacteria, and viruses.
- F. Planting Soil: Standardized topsoil; existing, native surface topsoil; existing, in-place surface soil; imported topsoil; or manufactured topsoil that is modified with soil amendments and perhaps fertilizers to produce a soil mixture best for plant growth.
- G. Subgrade: Surface or elevation of subsoil remaining after excavation is complete, or top surface of a fill or backfill before planting soil is placed.
- H. Subsoil: All soil beneath the topsoil layer of the soil profile, and typified by the lack of organic matter and soil organisms.
- I. Surface Soil: Whatever soil is present at the top layer of the existing soil profile at the Project site. In undisturbed areas, the surface soil is typically topsoil, but in disturbed areas such as urban environments, the surface soil can be subsoil.

1.03 SUBMITTALS

A. Product Data: For each type of product indicated.

- Certification of grass seed.
 - Certification of each seed mixture for turfgrass sod.
- C. Product certificates.

1.04 QUALITY ASSURANCE

- A. Installer's Field Supervision: Require Installer to maintain an experienced full-time supervisor on Project site when work is in progress.
 - 1. Pesticide Applicator: State licensed, commercial.

1.05 DELIVERY, STORAGE, AND HANDLING

A. Seed and Other Packaged Materials: Deliver packaged materials in original, unopened containers showing weight, certified analysis, name and address of manufacturer, and indication of conformance with state and federal laws, as applicable.

1.06 MAINTENANCE SERVICE

- A. Initial Turf Maintenance Service: Provide full maintenance by skilled employees of landscape Installer. Maintain as required in Part 3. Begin maintenance immediately after each area is planted and continue until acceptable turf is established but for not less than the following periods:
 - 1. Seeded Turf: 60 days from date of Substantial Completion.
 - a. When initial maintenance period has not elapsed before end of planting season, or if turf is not fully established, continue maintenance during next planting season.

PART 2 - PRODUCTS

2.01 SEED

- A. Grass Seed: Fresh, clean, dry, new-crop seed complying with AOSA's "Journal of Seed Technology; Rules for Testing Seeds" for purity and germination tolerances.
- B. Seed Species: State-certified seed of grass species as follows:
 - 1. Full Sun: rye grass and bermuda.

2.02 INORGANIC SOIL AMENDMENTS

- A. Lime: ASTM C 602, agricultural liming material containing a minimum of 80 percent calcium carbonate equivalent and as follows:
 - 1. Class: T, with a minimum of 99 percent passing through No. 8 sieve and a minimum of 75 percent passing through No. 60 sieve.
 - 2. Class: O, with a minimum of 95 percent passing through No. 8 sieve and a minimum of 55 percent passing through No. 60 sieve.
- B. Sulfur: Granular, biodegradable, containing a minimum of 90 percent sulfur, and with a minimum of 99 percent passing through No. 6 sieve and a maximum of 10 percent passing through No. 40 sieve.
- C. Iron Sulfate: Granulated ferrous sulfate containing a minimum of 20 percent iron and 10 percent sulfur.
- D. Aluminum Sulfate: Commercial grade, unadulterated.
- E. Perlite: Horticultural perlite, soil amendment grade.
- F. Agricultural Gypsum: Minimum 90 percent calcium sulfate, finely ground with 90 percent passing through No. 50 sieve.
- G. Sand: Clean, washed, natural or manufactured, and free of toxic materials.
- H. Diatomaceous Earth: Calcined, 90 percent silica, with approximately 140 percent water absorption capacity by weight.
- I. Zeolites: Mineral clinoptilolite with at least 60 percent water absorption by weight.

2.03 FERTILIZERS

- A. Bonemeal: Commercial, raw or steamed, finely ground; a minimum of 4 percent nitrogen and 10 percent phosphoric acid.
- B. Superphosphate: Commercial, phosphate mixture, soluble; a minimum of 20 percent available phosphoric acid.
- C. Commercial Fertilizer: Commercial-grade complete fertilizer of neutral character, consisting of fast- and slow-release nitrogen, 50 percent derived from natural organic sources of urea formaldehyde, phosphorous, and potassium in the following composition:
 - 1. Composition: 1 lb/1000 sq. ft. of actual nitrogen, 4 percent phosphorous, and 2 percent potassium, by weight.
- D. Slow-Release Fertilizer: Granular or pelleted fertilizer consisting of 50 percent water-insoluble nitrogen, phosphorus, and potassium in the following composition:

Aiken, South Carolina

1. Composition: 20 percent nitrogen, 10 percent phosphorous, and 10 percent potassium, by weight.

2.04 MULCHES

A. Straw Mulch: Provide air-dry, clean, mildew- and seed-free, salt hay or threshed straw of wheat, rye, oats, or barley.

2.05 PESTICIDES

A. General: Pesticide, registered and approved by EPA, acceptable to authorities having jurisdiction, and of type recommended by manufacturer for each specific problem and as required for Project conditions and application. Do not use restricted pesticides unless authorized in writing by authorities having jurisdiction.

PART 3 - EXECUTION

3.01 TURF AREA PREPARATION

- A. Newly Graded Subgrades: Loosen subgrade to a minimum depth of 6 inches. Remove stones larger than 1 inch in any dimension and sticks, roots, rubbish, and other extraneous matter and legally dispose of them off Owner's property.
 - 1. Apply fertilizer directly to subgrade before loosening.
 - 2. Thoroughly blend planting soil off-site before spreading or spread topsoil, apply soil amendments and fertilizer on surface, and thoroughly blend planting soil.
- B. Finish Grading: Grade planting areas to a smooth, uniform surface plane with loose, uniformly fine texture. Grade to within plus or minus 1/2 inch of finish elevation. Roll and rake, remove ridges, and fill depressions to meet finish grades. Limit finish grading to areas that can be planted in the immediate future.
- C. Moisten prepared area before planting if soil is dry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil.
- D. Before planting, obtain Architect's acceptance of finish grading; restore planting areas if eroded or otherwise disturbed after finish grading.

3.02 SEEDING

- A. Do not broadcast or drop seed when wind velocity exceeds 5 mph. Evenly distribute seed by sowing equal quantities in two directions at right angles to each other. Do not seed against existing trees. Limit extent of seed to outside edge of planting saucer.
- B. Sow seed at a total rate as indicated on plans.

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- C. Rake seed lightly into top 1/8 inch of soil, roll lightly, and water with fine spray.
- D. Protect seeded areas with slopes not exceeding 1:6 by spreading straw mulch. Spread uniformly at a minimum rate as indicated on plans to form a continuous blanket 1-1/2 inches in loose thickness over seeded areas. Spread by hand, blower, or other suitable equipment.
 - 1. Anchor straw mulch by crimping into soil with suitable mechanical equipment.

3.03 TURF MAINTENANCE

- A. Maintain and establish turf by watering, fertilizing, weeding, mowing, trimming, replanting, and performing other operations as required to establish healthy, viable turf. Roll, regrade, and replant bare or eroded areas and remulch to produce a uniformly smooth turf. Provide materials and installation the same as those used in the original installation.
- B. Mow turf as soon as top growth is tall enough to cut. Repeat mowing to maintain height appropriate for species without cutting more than 1/3 of grass height. Remove no more than 1/3 of grass-leaf growth in initial or subsequent mowings.
- C. Apply pesticides and other chemical products and biological control agents in accordance with authorities having jurisdiction and manufacturer's written recommendations. Coordinate applications with Owner's operations and others in proximity to the Work. Notify Owner before each application is performed.

3.04 SATISFACTORY TURF

- A. Turf installations shall meet the following criteria as determined by Architect:
 - 1. Satisfactory Seeded Turf: At end of maintenance period, a healthy, uniform, close stand of grass has been established, free of weeds and surface irregularities, with coverage exceeding 90 percent over any 10 sq. ft. and bare spots not exceeding 5 by 5 inches.
 - 2. Satisfactory Sodded Turf: At end of maintenance period, a healthy, well-rooted, even-colored, viable turf has been established, free of weeds, open joints, bare areas, and surface irregularities.
- B. Use specified materials to reestablish turf that does not comply with requirements and continue maintenance until turf is satisfactory.

END OF SECTION

DIVISION

Applicable Portions Of The Conditions Of The Contract And Division 1 General Requirements Apply To The Work Of This Division.

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SECTION 04810 - UNIT MASONRY ASSEMBLIES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Clay Facing Brick.
- B. Mortar and Grout.
- C. Reinforcement and Anchorage.
- D. Flashings.
- E. Accessories.

1.02 SUBMITTALS

- A. See Section 01300 Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data for masonry units, fabricated wire reinforcement, and mortar.
- C. Samples: For initial selection, submit four of facing brick units to illustrate color, texture, and extremes of color range.
- D. Manufacturer's Certificate: Certify that masonry units meet or exceed specified requirements.

1.03 QUALITY ASSURANCE

A. Comply with provisions of ACI 530/ASCE 5/TMS 402 and ACI 530.1/ASCE 6/TMS 602, except where exceeded by requirements of the contract documents.

1.04 DELIVERY, STORAGE, AND HANDLING

A. Deliver, handle, and store masonry units by means that will prevent mechanical damage and contamination by other materials.

1.05 ENVIRONMENTAL REQUIREMENTS

- A. Maintain materials and surrounding air temperature to minimum 40 degrees F prior to, during, and 48 hours after completion of masonry work.
- B. Maintain materials and surrounding air temperature to maximum 90 degrees F prior to, during, and 48 hours after completion of masonry work.

PART 2 PRODUCTS

2.01 BRICK UNITS

- A. Manufacturers:
 - 1. Boral Bricks, Inc: Product; "Savannah Antique," 14-614 to match campus standard: www.boralbricks.com
 - 2. Boren Brick: Product; "Stratford," 0301551 to match campus standard www.borenbrick.com
- B. Facing Brick: ASTM C216, Type FBS, Grade MW.
 - 1. Nominal size: Modular.
 - 2. Special shapes: Molded units as required by conditions indicated, unless standard units

can be sawn to produce equivalent effect.

- a. At lintels, use a lip brick to maintain coursing.
- 3. Compressive strength: 2200 psi, measured in accordance with ASTM C67.

2.02 MORTAR AND GROUT MATERIALS

- A. Masonry Cement: ASTM C91, Type S.
- B. Portland Cement: ASTM C150, Type I.
 - 1. Hydrated Lime: ASTM C207, Type S.
 - 2. Mortar Aggregate: ASTM C144.
 - 3. Grout Aggregate: ASTM C404.
- C. Water: Clean and potable.
- D. Accelerating Admixture: Nonchloride type for use in cold weather.
- E. Moisture-Resistant Admixture: Water repellent compound designed to reduce capillarity.

2.03 REINFORCEMENT AND ANCHORAGE

- A. Manufacturers of Joint Reinforcement and Anchors:
 - 1. Dur-O-Wal: www.daytonsuperior.com/DurOWal.
 - 2. Heckmann Building Products, Inc: www.heckmannbuildingprods.com.
 - 3. Hohmann & Barnard, Inc: www.h-b.com.
 - 4. Masonry Reinforcing Corporation of America: www.wirebond.com.
- B. One piece screw consisting of 92% Zamac 2 Zinc barrel, washer, flanged head and eye to recieve wire tie; designed to seat barrel directly on structural portion of backup, with flanged head covering fastener hole.
 - 1. Product: POS-I-TIE® by Heckmann Building Products.
 - 2. For use on masonry veneer with sheathing and metal stud backup.
 - 3. Masonry Veneer Seismic Ties: Continuous wire in mortar joint, anchored to Pos-I-Tie® Triangle Tie with welded No. 370 Seismic clip.
 - 4. Select appropriate barrel/screw length and configuration for substrate.
 - 5. Wire tie materials:
 - a. Stainless Steel: Type 304.
 - b. Wire 3/16 Inch diameter ASTM A580/A 580M.

2.04 FLASHINGS

- A. Stainless Steel Flashing: ASTM A666, Type 304, soft temper; 20 gauge thick; finish 2B to 2D.
- B. Shop break form flashing to profiles indicated on drawings.
- C. Lap Sealant: Butyl type as specified in Section 07900.
- D. Provide end-dams where horizontal run is interupted. Overlap ends minimum 12" at all step flashing, window head flashing, door head flashing, and other conditions.
- E. Provide vertical transitions as required to create continuous flashing in the cavity.

2.05 ACCESSORIES

A. Joint Filler: Closed cell polyvinyl chloride; oversized 50 percent to joint width; self expanding; 1 inch wide x by maximum lengths available.

- 1. Manufacturers:
 - a. Dur-O-Wal: www.daytonsuperior.com/DurOWal.
 - b. Hohmann & Barnard, Inc: www.h-b.com.
- B. Weeps/ Cavity Vents: Open head joint weeps.
- C. Cavity Mortar Diverter: Semi-rigid polyethylene or polyester mesh blocks, sized to fill bottom of wall cavity and suspend mortar droppings above weep/cavity vents to allow cavity drainage. Provide system manufactured by "Mortar-net" or equal.
- D. Cleaning Solution: Non-acidic, not harmful to masonry work or adjacent materials.

2.06 MORTAR AND GROUT MIXES

- A. Mortar for Unit Masonry: ASTM C270, using the Proportion Specification.
 - 1. Masonry below grade and in contact with earth: Type S.
 - 2. Exterior, non-loadbearing masonry: Type S.
- B. Mixing: Use mechanical batch mixer and comply with referenced standards.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that field conditions are acceptable and are ready to receive masonry.
- B. Verify that related items provided under other sections are properly sized and located.
- C. Verify that built-in items are in proper location, and ready for roughing into masonry work.

3.02 PREPARATION

- A. Direct and coordinate placement of metal anchors supplied for installation under other sections.
- B. Provide temporary bracing during installation of masonry work. Maintain in place until building structure provides permanent bracing.

3.03 COURSING

- A. Establish lines, levels, and coursing indicated. Protect from displacement.
- B. Maintain masonry courses to uniform dimension. Form vertical and horizontal joints of uniform thickness.
- C. Brick Units:
 - 1. Bond: Running.
 - 2. Coursing: Three units and three mortar joints to equal 8 inches.
 - 3. Mortar Joints: Concave.

3.04 PLACING AND BONDING

- A. Lay solid masonry units in full bed of mortar, with full head joints, uniformly jointed with other work.
- B. Lay hollow masonry units with face shell bedding on head and bed joints.
- C. Buttering corners of joints or excessive furrowing of mortar joints is not permitted.

- D. Remove excess mortar and mortar smears as work progresses.
- E. Interlock intersections and external corners.
- F. Do not shift or tap masonry units after mortar has achieved initial set. Where adjustment must be made, remove mortar and replace.
- G. Perform job site cutting of masonry units with proper tools to provide straight, clean, unchipped edges. Prevent broken masonry unit corners or edges.
- H. Cut mortar joints flush where wall tile is scheduled, resilient base is scheduled, cavity insulation vapor barrier adhesive is applied, or bitumen dampproofing is applied.
- I. Isolate masonry partitions from vertical structural framing members with a control joint.

3.05 WEEPS/CAVITY VENTS

- A. Install weeps in veneer and cavity walls at 24 inches on center horizontally above through-wall flashing, above shelf angles and lintels, and at bottom of walls.
- B. Install cavity mortar diverter at base of cavity and at other flashing locations as recommended by manufacturer to prevent mortar droppings from blocking weep/cavity vents.

3.06 CAVITY MORTAR CONTROL

- A. Do not permit mortar to drop or accumulate into cavity air space or to plug weep/cavity vents.
- B. For cavity walls, build inner wythe ahead of outer wythe to accommodate cavity insulation and air/ vapor barrier adhesive.

3.07 REINFORCEMENT AND ANCHORAGE - GENERAL

- A. Unless otherwise indicated on drawings or specified under specific wall type, install horizontal joint reinforcement 16 inches on center.
- B. Place masonry joint reinforcement in first and second horizontal joints above and below openings. Extend minimum 16 inches each side of opening.
- C. Place continuous joint reinforcement in first and second joint below top of walls.
- D. Lap joint reinforcement ends minimum 6 inches.
- E. Reinforce joint corners and intersections with strap anchors 16 inches on center.
- F. Fasten anchors to structural framing and embed in masonry joints as masonry is laid. Unless otherwise indicated on drawings or closer spacing is indicated under specific wall type, space anchors at maximum of 36 inches horizontally and 24 inches vertically.
- G. For POS-I-TIE® installation, refer to manufacturer's recomendations for special tools and procedures required.

3.08 REINFORCEMENT AND ANCHORAGE - SINGLE WYTHE MASONRY

- A. Install horizontal joint reinforcement 8 inches on center.
- B. Place masonry joint reinforcement in first and second horizontal joints above and below openings. Extend minimum 16 inches each side of opening.

- C. Place continuous joint reinforcement in first and second joint below top of walls.
- D. Lap joint reinforcement ends minimum 6 inches.
- E. Reinforce joint corners and intersections with strap anchors 16 inches on center.

3.09 REINFORCEMENT AND ANCHORAGES - CAVITY WALL MASONRY

- A. Install horizontal joint reinforcement 16 inches on center.
- B. Place masonry joint reinforcement in first and second horizontal joints above and below openings. Extend minimum 16 inches each side of openings.
- C. Place continuous joint reinforcement in first and second joint below top of walls.
- D. Lap joint reinforcement ends minimum 6 inches.
- E. Fasten anchors to structural framing and embed in masonry joints as masonry is laid. Space anchors at maximum of 24 inches horizontally and 24 inches vertically.
- F. Reinforce joint corners and intersections with strap anchors 16 inches on center.

3.10 MASONRY FLASHINGS

- A. Whether or not specifically indicated, install masonry flashing to divert water to exterior at all locations where downward flow of water will be interrupted.
 - 1. Extend flashings full width at such interruptions and at least 4 inches into adjacent masonry or turn up at least 4 inches to form watertight pan at non-masonry construction.
 - 2. Remove or cover protrusions or sharp edges that could puncture flashings.
 - 3. Seal lapped ends and penetrations of flashing before covering with mortar.
- B. Extend metal flashings through exterior face of masonry and turn down to form drip. Install joint sealer below drip edge to prevent moisture migration under flashing.
- C. Lap end joints of flashings at least 4 inches and seal watertight with mastic or elastic sealant.

3.11 CONTROL AND EXPANSION JOINTS

- A. Do not continue horizontal joint reinforcement through control and expansion joints.
- B. Form control joint as indicated in drawings.
- C. Install preformed control joint device in continuous lengths. Seal butt and corner joints in accordance with manufacturer's instructions.
- D. Size control joint in accordance with Section 07900 for sealant performance.
- E. Form expansion joint as detailed.

3.12 BUILT-IN WORK

- A. As work progresses, install built-in metal door frames and other items to be built into the work and furnished under other sections.
- B. Install built-in items plumb, level, and true to line.
- C. Bed anchors of metal door frames in adjacent mortar joints. Fill frame voids solid with grout.

- 1. Fill adjacent masonry cores with grout minimum 12 inches from framed openings.
- D. Do not build into masonry construction organic materials that are subject to deterioration.

3.13 TOLERANCES

- A. Maximum Variation from Alignment of Columns: 1/4 inch.
- B. Maximum Variation From Unit to Adjacent Unit: 1/16 inch.
- C. Maximum Variation from Plane of Wall: 1/4 inch in 10 ft and 1/2 inch in 20 ft or more.
- D. Maximum Variation from Plumb: 1/4 inch per story non-cumulative; 1/2 inch in two stories or more.
- E. Maximum Variation from Level Coursing: 1/8 inch in 3 ft and 1/4 inch in 10 ft; 1/2 inch in 30 ft.
- F. Maximum Variation of Joint Thickness: 1/8 inch in 3 ft.
- G. Maximum Variation from Cross Sectional Thickness of Walls: 1/4 inch.

3.14 CUTTING AND FITTING

- A. Cut and fit for chases, pipes, conduit, sleeves, and grounds. Coordinate with other sections of work to provide correct size, shape, and location.
- B. Obtain approval prior to cutting or fitting masonry work not indicated or where appearance or strength of masonry work may be impaired.

3.15 FIELD QUALITY CONTROL

- A. An independent testing agency will perform field quality control tests, as specified in Section 01400.
- B. Mortar Tests: Test each type of mortar in accordance with ASTM C780, testing with same frequency as masonry samples.

3.16 CLEANING

- A. Remove excess mortar and mortar droppings.
- B. Replace defective mortar. Match adjacent work.
- C. Clean soiled surfaces with cleaning solution.
- D. Use non-metallic tools in cleaning operations.

3.17 PROTECTION

A. Without damaging completed work, provide protective boards at exposed external corners that are subject to damage by construction activities.

END OF SECTION

DIVISION 6

Applicable Portions Of The Conditions Of The Contract And Division 1 General Requirements Apply To The Work Of This Division. W

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SECTION 06100 -ROUGH CARPENTRY

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

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

1.02 SUMMARY

- A. This Section includes the following:
 - 1. Framing with dimension lumber.
 - 2. Framing with timber.
 - 3. Wood blocking and nailers.
 - 4. Wall Sheathing

1.03 DEFINITIONS

- A. Exposed Framing: Framing not concealed by other construction.
- B. Dimension Lumber: Lumber of 2 inches nominal or greater but less than 5 inches nominal in least dimension.
- C. Lumber grading agencies, and the abbreviations used to reference them, include the following:
 - 1. NLGA: National Lumber Grades Authority.
 - 2. SPIB: The Southern Pine Inspection Bureau.

1.04 SUBMITTALS

- A. Product Data: For each type of process and factory-fabricated product. Indicate component materials and dimensions and include construction and application details.
 - 1. Include data for wood-preservative treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Indicate type of preservative used and net amount of preservative retained.
 - 2. For products receiving a waterborne treatment, include statement that moisture content of treated materials was reduced to levels specified before shipment to Project site.
 - 3. Include copies of warranties from chemical treatment manufacturers for each type of treatment.
- B. Material Certificates: For dimension lumber specified to comply with minimum allowable unit stresses. Indicate species and grade selected for each use and design values approved by the ALSC Board of Review.
- C. Research/Evaluation Reports: For the following, showing compliance with building code in effect for Project:
 - 1. Wood-preservative-treated wood.
 - 2. Engineered wood products.
 - 3. Power-driven fasteners.
 - 4. Powder-actuated fasteners.
 - 5. Expansion anchors.
 - 6. Metal framing anchors.

1.05 QUALITY ASSURANCE

A. Source Limitations for Engineered Wood Products: Obtain each type of engineered wood product

through one source from a single manufacturer.

- B. Forest Certification: For the following wood products, provide materials produced from wood obtained from forests certified by an FSC-accredited certification body to comply with FSC STD-01-001, "FSC Principles and Criteria for Forest Stewardship":
 - 1. Dimension lumber framing.
 - 2. Laminated-veneer lumber.
 - 3. Miscellaneous lumber.

1.06 DELIVERY, STORAGE, AND HANDLING

A. Stack lumber flat with spacers between each bundle to provide air circulation. Provide for air circulation around stacks and under coverings.

PART 2 - PRODUCTS

2.01 WOOD PRODUCTS, GENERAL

- A. Lumber: DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, provide lumber that complies with the applicable rules of any rules-writing agency certified by the ALSC Board of Review. Provide lumber graded by an agency certified by the ALSC Board of Review to inspect and grade lumber under the rules indicated.
 - 1. Factory mark each piece of lumber with grade stamp of grading agency.
 - 2. Where nominal sizes are indicated, provide actual sizes required by DOC PS 20 for moisture content specified. Where actual sizes are indicated, they are minimum dressed sizes for dry lumber.
 - 3. Provide dressed lumber, S4S, unless otherwise indicated.

2.02 WOOD-PRESERVATIVE-TREATED LUMBER

- A. Preservative Treatment by Pressure Process: AWPA C2.
 - 1. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium.
- B. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent. Do not use material that is warped or does not comply with requirements for untreated material.
- C. Mark lumber with treatment quality mark of an inspection agency approved by the ALSC Board of Review.
- D. Application: Treat items indicated on Drawings, and the following:
 - 1. Wood sills, sleepers, blocking, and similar concealed members in contact with masonry or concrete.

2.03 DIMENSION LUMBER FRAMING

- A. Maximum Moisture Content: 19 percent.
- B. Non-Load-Bearing Interior Partitions: No. 2.
- C. Exterior and Load-Bearing Walls: No.1grade and any of the following species:
 - 1. Spruce-pine-fir; NLGA.
 - 2. Farmer Series Lumber by Weyerhauser.
- D. Ceiling Joists (Non-Load-Bearing): No. 2 grade of any species.
- E. Joists, Rafters, and Other Framing Not Listed Above: No. 2 grade and any of the following species:

1. Southern pine; SPIB.

2.04 WALL SHEATHING

- A. Plywood Wall Sheathing: Exposure 1 sheathing.
 - 1. Span Rating: Not less than 24/16.
 - 2. Nominal Thickness: Not less than 1/2 inch.

2.05 MISCELLANEOUS LUMBER

- A. General: Provide miscellaneous lumber indicated and lumber for support or attachment of other construction, including the following:
 - 1. Blocking.
 - 2. Nailers.
 - 3. Cants.
 - 4. Furring.
- B. For items of dimension lumber size, provide Construction or No. 2 grade lumber with 19 percent maximum moisture content of any species.
- C. For items of dimension lumber size, provide Construction or No. 2 grade lumber with 19 percent maximum moisture content and any of the following species:
 - 1. Mixed southern pine; SPIB.
 - 2. Spruce-pine-fir; NLGA.
- D. For blocking not used for attachment of other construction, Utility, Stud, or No. 3 grade lumber of any species may be used provided that it is cut and selected to eliminate defects that will interfere with its attachment and purpose.
- E. For blocking and nailers used for attachment of other construction, select and cut lumber to eliminate knots and other defects that will interfere with attachment of other work.
- F. For furring strips for installing plywood or hardboard paneling, select boards with no knots capable of producing bent-over nails and damage to paneling.

2.06 FASTENERS

- A. General: Provide fasteners of size and type indicated that comply with requirements specified in this Article for material and manufacture.
 - 1. Where rough carpentry is exposed to weather, in ground contact, pressure-preservative treated, or in area of high relative humidity, provide fasteners with hot-dip zinc coating complying with ASTM A 153/A 153M.
- B. Power-Driven Fasteners: NES NER-272.
- C. Wood Screws: ASME B18.6.1.
- D. Lag Bolts: ASME B18.2.1.
- E. Bolts: Steel bolts complying with ASTM A 307, Grade A; with ASTM A 563 hex nuts and, where indicated, flat washers.
- F. Expansion Anchors: Anchor bolt and sleeve assembly of material indicated below with capability to sustain, without failure, a load equal to 6 times the load imposed when installed in unit masonry assemblies and equal to 4 times the load imposed when installed in concrete as determined by testing per ASTM E 488 conducted by a qualified independent testing and inspecting agency.

1. Material: Carbon-steel components, zinc plated to comply with ASTM B 633, Class Fe/Zn 5.

2.07 METAL FRAMING ANCHORS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
- C. Basis-of-Design Products: Subject to compliance with requirements, provide products indicated on Drawings or comparable products by one of the following:
 - 1. Simpson Strong-Tie Co., Inc.
 - 2. USP Structural Connectors.
- D. Allowable Design Loads: Provide products with allowable design loads, as published by manufacturer, that meet or exceed those indicated. Manufacturer's published values shall be determined from empirical data or by rational engineering analysis and demonstrated by comprehensive testing performed by a qualified independent testing agency.
- E. Galvanized Steel Sheet: Hot-dip, zinc-coated steel sheet complying with ASTM A 653/A 653M, G60 coating designation.
 - 1. Use for interior locations where stainless steel is not indicated.

2.08 MISCELLANEOUS MATERIALS

- A. Sill-Sealer Gaskets: Closed-cell neoprene foam, 1/4 inch thick, selected from manufacturer's standard widths to suit width of sill members indicated.
- B. Adhesives for Gluing Furring and Sleepers to Concrete or Masonry: Formulation complying with ASTM D 3498 that is approved for use indicated by adhesive manufacturer.
 - 1. Use adhesives that have a VOC content of 70g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
- C. Water-Repellent Preservative: NWWDA-tested and -accepted formulation containing 3-iodo-2-propynyl butyl carbamate, combined with an insecticide containing chloropyrifos as its active ingredient.

PART 3 - EXECUTION

3.01 INSTALLATION, GENERAL

- A. Set rough carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit rough carpentry to other construction; scribe and cope as needed for accurate fit. Locate furring, nailers, blocking, grounds, and similar supports to comply with requirements for attaching other construction.
- B. Framing Standard: Comply with AF&PA's "Details for Conventional Wood Frame Construction," unless otherwise indicated.
- C. Framing with Engineered Wood Products: Install engineered wood products to comply with manufacturer's written instructions.
- D. Metal Framing Anchors: Install metal framing to comply with manufacturer's written instructions.
- E. Do not splice structural members between supports, unless otherwise indicated.
- F. Provide blocking and framing as indicated and as required to support facing materials, fixtures,

specialty items, and trim.

- 1. Provide metal clips for fastening gypsum board or lath at corners and intersections where framing or blocking does not provide a surface for fastening edges of panels. Space clips not more than 16 inches o.c.
- G. Sort and select lumber so that natural characteristics will not interfere with installation or with fastening other materials to lumber. Do not use materials with defects that interfere with function of member or pieces that are too small to use with minimum number of joints or optimum joint arrangement.
- H. Comply with AWPA M4 for applying field treatment to cut surfaces of preservative-treated lumber.
 - 1. Use inorganic boron for items that are continuously protected from liquid water.
 - 2. Use copper naphthenate for items not continuously protected from liquid water.
- I. Securely attach rough carpentry work to substrate by anchoring and fastening as indicated, complying with the following:
 - 1. NES NER-272 for power-driven fasteners.
 - 2. Table 2304.9.1, "Fastening Schedule," in ICC's International Building Code.
- J. Use common wire nails, unless otherwise indicated. Select fasteners of size that will not fully penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections between members. Install fasteners without splitting wood; do not countersink nail heads, unless otherwise indicated.

3.02 WOOD GROUND, SLEEPER, BLOCKING, AND NAILER INSTALLATION

- A. Install where indicated and where required for screeding or attaching other work. Form to shapes indicated and cut as required for true line and level of attached work. Coordinate locations with other work involved.
- B. Attach items to substrates to support applied loading. Recess bolts and nuts flush with surfaces, unless otherwise indicated.

3.03 WOOD FURRING INSTALLATION

- A. Install level and plumb with closure strips at edges and openings. Shim with wood as required for tolerance of finish work.
- B. Furring to Receive Plywood or Hardboard Paneling: Install 1-by-3-inch nominal size furring horizontally and vertically at 24 inches o.c.
- C. Furring to Receive Gypsum Board: Install 1-by-2-inch nominal size furring vertically at 16 inches o.c.

3.04 WALL AND PARTITION FRAMING INSTALLATION

- A. General: Provide single bottom plate and double top plates using members of 2-inch nominal thickness whose widths equal that of studs. Fasten plates to supporting construction, unless otherwise indicated.
 - 1. For exterior walls, provide 2-by-6-inch nominal size wood studs spaced 16 inches o.c., unless otherwise indicated.
 - 2. For interior partitions and walls, provide 2-by-6-inch nominal or 2-by-4-inch nominal size wood studs spaced 16 inches o.c., unless otherwise indicated.
 - 3. Provide continuous horizontal blocking at midheight of partitions more than 96 inches high, using members of 2-inch nominal thickness and of same width as wall or partitions where

blocking and sheathing edges exceed 48 inches.

- B. Construct corners and intersections with three or more studs.
- C. Frame openings with multiple studs and headers. Provide nailed header members of thickness equal to width of studs. Support headers on jamb studs.
 - 1. For non-load-bearing partitions, provide double-jamb studs and headers not less than 4inch nominal depth for openings 48 inches and less in width, 6-inch nominal depth for openings 48 to 72 inches in width, 8-inch nominal depth for openings 72 to 120 inches in width, and not less than 10-inch nominal depth for openings 10 to 12 feet in width.
 - 2. For load-bearing walls, provide double-jamb studs for openings 60 inches and less in width, and triple-jamb studs for wider openings. Provide headers of depth indicated.

3.05 CEILING JOIST AND RAFTER FRAMING INSTALLATION

- A. Ceiling Joists: Install ceiling joists with crown edge up and complying with requirements specified above for floor joists. Face nail to ends of parallel rafters.
- B. Rafters: Notch to fit exterior wall plates and use metal framing anchors. Double rafters to form headers and trimmers at openings in roof framing, if any, and support with metal hangers. Where rafters abut at ridge, place directly opposite each other and nail to ridge member or use metal ridge hangers.
 - 1. At valleys, provide double-valley rafters of size indicated or, if not indicated, of same thickness as regular rafters and 2 inches deeper. Bevel ends of jack rafters for full bearing against valley rafters.
 - 2. At hips, provide hip rafter of size indicated or, if not indicated, of same thickness as regular rafters and 2 inches deeper. Bevel ends of jack rafters for full bearing against hip rafter.
- C. Provide special framing as indicated for eaves, overhangs, dormers, and similar conditions, if any.

3.06 PROTECTION

- A. Protect wood that has been treated with inorganic boron (SBX) from weather. If, despite protection, inorganic boron-treated wood becomes wet, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.
- B. Protect rough carpentry from weather. If, despite protection, rough carpentry becomes wet, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.

END OF SECTION

SECTION 06173 -SHOP-FABRICATED WOOD TRUSSES

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

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

1.02 SUMMARY

- A. This Section includes the following:
 - 1. Wood roof trusses.
 - 2. Wood truss bracing.
 - 3. Metal truss accessories.
- B. Allowances: Provide wood truss bracing under the Metal-Plate-Connected Truss Bracing Allowance as specified in Division 01 Section "Allowances."

1.03 DEFINITIONS

- A. Metal-Plate-Connected Wood Trusses: Planar structural units consisting of metal-plate connected members fabricated from dimension lumber and cut and assembled before delivery to Project site.
- B. TPI: Truss Plate Institute, Inc.
- C. Lumber grading agencies, and the abbreviations used to reference them, include the following:
 - 1. SPIB: The Southern Pine Inspection Bureau.

1.04 PERFORMANCE REQUIREMENTS

- A. Structural Performance: Provide metal-plate-connected wood trusses capable of withstanding design loads within limits and under conditions indicated. Comply with requirements in TPI 1 unless more stringent requirements are specified below.
 - 1. Design Loads: As indicated.
 - 2. Maximum Deflection Under Design Loads:
 - a. Roof Trusses: Vertical deflection of 1/360 of span.

1.05 SUBMITTALS

- A. Shop Drawings: Prepared by or under the supervision of a qualified professional engineer. Show fabrication and installation details for trusses.
 - 1. Show location, pitch, span, camber, configuration, and spacing for each type of truss required.
 - 2. Indicate sizes, stress grades, and species of lumber.
 - 3. Indicate locations of permanent bracing required to prevent buckling of individual truss members due to design loads.
 - 4. Indicate type, size, material, finish, design values, orientation, and location of metal connector plates.
 - 5. Show splice details and bearing details.
 - 6. For installed products indicated to comply with design loads, include structural analysis data signed and sealed by the qualified professional engineer responsible for their preparation.
- B. Product Certificates: For metal-plate-connected wood trusses, signed by officer of truss fabricating firm.
- C. Material Certificates: For dimension lumber specified to comply with minimum allowable unit stresses. Indicate species and grade selected for each use and design values approved by the ALSC

Board of Review.

- D. Research/Evaluation Reports: For the following, showing compliance with building code in effect for Project:
 - 1. Metal-plate connectors.
 - 2. Metal truss accessories.

1.06 QUALITY ASSURANCE

- A. Metal Connector-Plate Manufacturer Qualifications: A manufacturer that is a member of TPI and that complies with quality-control procedures in TPI 1 for manufacture of connector plates.
 - 1. Manufacturer's responsibilities include providing professional engineering services needed to assume engineering responsibility.
 - 2. Engineering Responsibility: Preparation of Shop Drawings and comprehensive engineering analysis by a qualified professional engineer.
- B. Fabricator Qualifications: Shop that participates in a recognized quality-assurance program that complies with quality-control procedures in TPI 1 and that involves third-party inspection by an independent testing and inspecting agency acceptable to Architect and authorities having jurisdiction.
- C. Source Limitations for Connector Plates: Obtain metal connector plates from a single manufacturer.
- D. Comply with applicable requirements and recommendations of the following publications:
 - 1. TPI 1, "National Design Standard for Metal Plate Connected Wood Truss Construction."
 - 2. TPI DSB, "Recommended Design Specification for Temporary Bracing of Metal Plate Connected Wood Trusses."
 - 3. TPI HIB, "Commentary and Recommendations for Handling, Installing & Bracing Metal Plate Connected Wood Trusses."
- E. Wood Structural Design Standard: Comply with applicable requirements in AF&PA's "National Design Specifications for Wood Construction" and its "Supplement."
- F. Forest Certification: Provide metal-plate-connected wood trusses produced from wood obtained from forests certified by an FSC-accredited certification body to comply with FSC STD-01-001, "FSC Principles and Criteria for Forest Stewardship."

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Handle and store trusses to comply with recommendations of TPI HIB, "Commentary and Recommendations for Handling, Installing & Bracing Metal Plate Connected Wood Trusses."
 - 1. Store trusses flat, off of ground, and adequately supported to prevent lateral bending.
 - 2. Protect trusses from weather by covering with waterproof sheeting, securely anchored.
 - 3. Provide for air circulation around stacks and under coverings.
- B. Inspect trusses showing discoloration, corrosion, or other evidence of deterioration. Discard and replace trusses that are damaged or defective.

1.08 COORDINATION

A. Time delivery and erection of trusses to avoid extended on-site storage and to avoid delaying progress of other trades whose work must follow erection of trusses.

PART 2 - PRODUCTS

2.01 DIMENSION LUMBER

- A. Lumber: DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, provide lumber that complies with the applicable rules of any rules writing agency certified by the ALSC Board of Review. Provide lumber graded by an agency certified by the ALSC Board of Review to inspect and grade lumber under the rules indicated.
 - 1. Factory mark each piece of lumber with grade stamp of grading agency.
 - 2. For exposed lumber indicated to receive a stained or natural finish, omit grade stamp and provide certificates of grade compliance issued by grading agency.
 - 3. Provide dressed lumber, S4S.
 - 4. Provide dry lumber with 15 percent maximum moisture content at time of dressing.
- B. Grade and Species: Provide visually graded dimension lumber for truss chord and web members, of not less than the following grade and any of the following species:
 - 1. Grade for Chord Members: No. 2.
 - 2. Grade for Web Members: No. 2
 - 3. Species: Southern pine; SPIB.
- C. Minimum Chord Size For Roof Trusses: 2 by 6 inches nominal for both top and bottom chords.
- D. Permanent Bracing: Provide wood bracing that complies with requirements for miscellaneous lumber in Division 06 Section Rough Carpentry.

2.02 METAL CONNECTOR PLATES

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Alpine Engineered Products, Inc.
 - 2. Cherokee Metal Products, Inc.; Masengill Machinery Company.
 - 3. CompuTrus, Inc.
 - 4. Eagle Metal Products.
 - 5. Jager Building Systems, Inc.
 - 6. MiTek Industries, Inc.; a subsidiary of Berkshire Hathaway Inc.
 - 7. Robbins Engineering, Inc.
- C. General: Fabricate connector plates to comply with TPI 1.
- D. Hot-Dip Galvanized Steel Sheet: ASTM A 653/A 653M; Structural Steel (SS), high-strength low-alloy steel Type A (HSLAS Type A), or high-strength low-alloy steel Type B (HSLAS Type B); G60 coating designation; and not less than 0.036 inch thick.

2.03 FASTENERS

- A. General: Provide fasteners of size and type indicated that comply with requirements specified in this Article for material and manufacture.
- B. Nails, Brads, and Staples: ASTM F 1667.
- C. Power-Driven Fasteners: NES NER-272.
- D. Wood Screws: ASME B18.6.1.
- E. Lag Bolts: ASME B18.2.1.
- F. Bolts: Steel bolts complying with ASTM A 307, Grade A with ASTM A 563 hex nuts and, where indicated, flat washers.

2.04 METAL TRUSS ACCESSORIES

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
- B. Basis-of-Design Products: Subject to compliance with requirements, provide products indicated on Drawings or comparable products by one of the following:
 - 1. Simpson Strong-Tie Co., Inc.
 - 2. USP Structural Connectors.
- C. Allowable Design Loads: Provide products with allowable design loads, as published by manufacturer, that meet or exceed those indicated. Manufacturer's published values shall be determined from empirical data or by rational engineering analysis and demonstrated by comprehensive testing performed by a qualified independent testing agency.
- D. Galvanized Steel Sheet: Hot-dip, zinc-coated steel sheet complying with ASTM A 653/A 653M, G60 coating designation.
 - 1. Use for interior locations where stainless steel is not indicated.

2.05 MISCELLANEOUS MATERIALS

A. Galvanizing Repair Paint: SSPC-Paint 20, with dry film containing a minimum of 94 percent zinc dust by weight.

2.06 FABRICATION

- A. Cut truss members to accurate lengths, angles, and sizes to produce close-fitting joints.
- B. Fabricate metal connector plates to sizes, configurations, thicknesses, and anchorage details required to withstand design loads for types of joint designs indicated.
- C. Assemble truss members in design configuration indicated; use jigs or other means to ensure uniformity and accuracy of assembly with joints closely fitted to comply with tolerances in TPI 1. Position members to produce design camber indicated.
- 1. Fabricate wood trusses within manufacturing tolerances in TPI 1.
- D. Connect truss members by metal connector plates located and securely embedded simultaneously in both sides of wood members by air or hydraulic press.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Install wood trusses only after supporting construction is in place and is braced and secured.
- B. If trusses are delivered to Project site in more than one piece, assemble trusses before installing.
- C. Hoist trusses in place by lifting equipment suited to sizes and types of trusses required, exercising care not to damage truss members or joints by out-of-plane bending or other causes.
- D. Install and brace trusses according to TPI recommendations and as indicated.
- E. Install trusses plumb, square, and true to line and securely fasten to supporting construction.
- F. Space trusses as indicated; adjust and align trusses in location before permanently fastening.
- G. Anchor trusses securely at bearing points; use metal truss tie-downs or floor truss hangers as applicable. Install fasteners through each fastener hole in truss accessories according to manufacturer's fastening schedules and written instructions.
- H. Securely connect each truss ply required for forming built-up girder trusses.

- 1. Anchor trusses to girder trusses as designed by Truss Engineer.
- I. Install and fasten permanent bracing during truss erection and before construction loads are applied. Anchor ends of permanent bracing where terminating at walls or beams.
- J. Install wood trusses within installation tolerances in TPI 1.
- K. Do not cut or remove truss members.
- L. Replace wood trusses that are damaged or do not meet requirements.
 - 1. Do not alter trusses in field.

3.02 REPAIRS AND PROTECTION

- A. Protect rough carpentry from weather. If, despite protection, rough carpentry becomes wet, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.
- B. Repair damaged galvanized coatings on exposed surfaces with galvanized repair paint according to ASTM A 780 and manufacturer's written instructions.
- C. Protective Coating: Clean and prepare exposed surfaces of metal connector plates. Brush apply primer, when part of coating system, and one coat of protective coating.
 - 1. Apply materials to provide minimum dry film thickness recommended by coating system manufacturer.

END OF SECTION

DIVISION 7

Applicable Portions Of The Conditions
Of The Contract And Division 1 General
Requirements Apply To The Work Of This Division.

THERMAL & MOIST

U R E

P R O T E C T I O N

SECTION 07212 - BOARD AND BATT INSULATION

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Batt insulation and vapor retarder in exterior roof construction.

1.02 SUBMITTALS

- A. See Section 01300 Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data on product characteristics, performance criteria, and product limitations.

1.03 FIELD CONDITIONS

A. Do not install insulation adhesives when temperature or weather conditions are detrimental to successful installation.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Insulation:
 - 1. Amoco
 - 2. Celotex
 - 3. Certainteed
 - 4. Dow Chemical Co: www.dow.com.
 - 5. Owens Corning Corp: www.owenscorning.com.
 - 6. Substitutions: See Section 01600 Product Requirements.

2.02 BATT INSULATION MATERIALS

- A. Blanket Insulation: ASTM C 991, Type II, Preformed Poly-Scrim-Kraft-Faced Fiberglass Blanket, located between framing and exterior sheathing:
 - 1. Thermal Resistance: R-6 (R-1.06).
 - 2. Facing: 0.0015 inch white polypropylene film, fiberglass scrim reinforcement, and 12 lb. craft paper. 3 mil cross laminated high density polyethylene.
 - 3. Physical Properties:
 - a. Flame Spread, ASTM E 84: Less than 25
 - b. Smoke Developed, ASTM E 84: Less than 50
 - c. Water Vapor Transmission, ASTM E 96: 0.02 Perms (1.15 ng/(Pa·s·m²)).
 - d. Light Reflectivity, ASTM C 523, illuminant D-6500: 87 percent.

2.03 ACCESSORIES

- A. Tape: Bright aluminum self-adhering type, mesh reinforced, 2 inch wide.
- B. Insulation Fasteners: Impaling clip of unfinished steel with washer retainer and clips, to be adhered to surface to receive insulation, length to suit insulation thickness and substrate, capable of securely and rigidly fastening insulation in place.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that substrate, adjacent materials, and insulation materials are dry and that substrates

are ready to receive insulation and adhesive.

B. Verify substrate surfaces are flat, free of honeycomb, fins, irregularities, or materials or substances that may impede adhesive bond.

3.02 BATT INSTALLATION

- A. Install insulation and vapor retarder in accordance with manufacturer's instructions.
- B. Install in exterior wall and roof spaces without gaps or voids. Do not compress insulation.
- C. Trim insulation neatly to fit spaces. Insulate miscellaneous gaps and voids.
- D. Fit insulation tightly in cavities and tightly to exterior side of mechanical and electrical services within the plane of the insulation.
- E. Retain insulation batts in place with wire mesh secured to framing members.
- F. At metal framing, place vapor retarder on warm side of insulation; lap and seal sheet retarder joints over member face.
- G. Tape seal tears or cuts in vapor retarder.
- H. Extend vapor retarder tightly to full perimeter of adjacent window and door frames and other items interrupting the plane of the membrane. Tape seal in place.

3.03 PROTECTION

A. Do not permit installed insulation to be damaged prior to its concealment.

END OF SECTION

SECTION 07410 - METAL WALL PANELS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Manufactured metal panels for walls and soffits, with related flashings, and accessory components.

1.02 SUBMITTALS

- A. See Section 01300 Administrative Requirements, for submittal procedures.
- B. Shop Drawings: Indicate dimensions, layout, joints, construction details, methods of anchorage.
- C. Samples: Submit two samples of wall panel and soffit panel, 4 inch by 4 inch in size illustrating finish color, sheen, and texture.

1.03 QUALITY ASSURANCE

A. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years of documented experience.

1.04 DELIVERY, STORAGE, AND HANDLING

- A. Protect panels from accelerated weathering by removing or venting sheet plastic shipping wrap.
- B. Store prefinished material off ground and protected from weather. Prevent twisting, bending, or abrasion, and provide ventilation to stored materials. Slope metal sheets to ensure drainage.
- C. Prevent contact with materials that may cause discoloration or staining of products.

1.05 WARRANTY

- A. See Section 01780 Closeout Submittals, for additional warranty requirements.
- B. Correct defective work within a five year period after Substantial Completion for degradation of panel finish, including color fading caused by exposure to weather.
- C. Correct defective Work within a five year period after Substantial Completion, including defects in water tightness and integrity of seals.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Basis of Design: : Fabral Metal Wall and Roof Systems; Product Grandrib3 Plus Galvanized Steel; www.fabral.com.
- B. Other Acceptable Manufacturers:
 - 1. MBCI: www.mbci.com.
 - 2. Metal Sales Manufacturing Corporation: www.metalsales.us.com.
 - 3. Petersen Aluminum Corporation: www.pac-clad.com.
 - 4. Substitutions: See Section 01600 Product Requirements.

2.02 MANUFACTURED METAL PANELS

- A. Wall Panel System: Factory fabricated prefinished metal panel system, site assembled.
 - 1. Provide exterior panels and soffit panels.
 - 2. Design and size components to withstand dead and live loads caused by positive and negative wind pressure acting normal to plane of wall.
 - 3. Maximum Allowable Deflection of Panel: 1/90 of span.
 - 4. Movement: Accommodate movement within system without damage to components or deterioration of seals, movement within system; movement between system and perimeter components when subject to seasonal temperature cycling; dynamic loading and release of loads; and deflection of structural support framing.
 - 5. Drainage: Provide positive drainage to exterior for moisture entering or condensation occurring within panel system.
 - 6. Fabrication: Formed true to shape, accurate in size, square, and free from distortion or defects; pieces of longest practical lengths.
 - 7. Exterior Finish: Panel manufacturer's standard polyester coating, top coat over polyester primer.
 - 8. Exterior Panel Back Coating: Panel manufacturer's standard polyester wash coat.

B. Exterior Panels:

- 1. Profile: Vertical; Corrugated.
- 2. Side Seams: Double-interlocked, tight-fitting, sealed with continuous bead of sealant.
- 3. Material: Precoated steel sheet, minimum 29 gage thick.
- 4. Panel Width: 36 inches.
- 5. Color: To match existing USC Aiken Convocation Center wall panels.

C. Soffit Panels:

- 1. Profile: Style as indicated.
- 2. Color: To match existing USC Aiken Convocation Center wall panels.
- D. Expansion Joints: Same material, thickness and finish as exterior sheets; manufacturer's standard brake formed type, of profile to suit system.
- E. Trim: Same material, thickness and finish as exterior sheets; brake formed to required profiles.
- F. Anchors: Galvanized steel.

2.03 MATERIALS

A. Precoated Steel Sheet: Hot-dipped galvanized steel sheet, ASTM A653/A653M Structural Steel (SS) or Forming Steel (FS), with G90/Z275 coating; continuous coil-coated on exposed surfaces with specified finish coating and on panel back with specified panel back coating.

2.04 ACCESSORIES

- A. Gaskets: Manufacturer's standard type suitable for use with system, permanently resilient; ultraviolet and ozone resistant.
- B. Sealants: Manufacturer's standard type suitable for use with installation of system; non-staining.
- C. Fasteners: Manufacturer's standard type to suit application; with soft neoprene washers, steel, hot dip galvanized. Fastener cap same color as exterior panel.

- D. Field Touch-up Paint: As recommended by panel manufacturer.
- E. Bituminous Paint: Asphalt base.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that building framing members are ready to receive panels.
- B. Verify that water-resistive barrier has been installed over substrate completely and correctly.

3.02 INSTALLATION

- A. Install panels on walls and soffits in accordance with manufacturer's instructions.
- B. Protect surfaces in contact with cementitious materials and dissimilar metals with bituminous paint. Allow to dry prior to installation.
- C. Fasten panels to structural supports; aligned, level, and plumb.
- D. Locate joints over supports. Lap panel ends minimum 2 inches.
- E. Provide expansion joints where indicated.
- F. Seal and place gaskets to prevent weather penetration. Maintain neat appearance.

3.03 TOLERANCES

A. Maximum Offset From True Alignment Between Adjacent Members Butting or In Line: 1/16 inch.

3.04 CLEANING

- A. Remove site cuttings from finish surfaces.
- B. Clean and wash prefinished surfaces with mild soap and water; rinse with clean water.

END OF SECTION

SECTION 07411 - PREFORMED METAL ROOF PANELS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Architectural roofing system of preformed steel panels.
- B. Fastening system.
- C. Factory finishing.
- D. Accessories and miscellaneous components.

1.02 RELATED REQUIREMENTS

- A. Section 07410 Metal Wall Panels: Preformed wall panels.
- B. Section 07900 Joint Sealers: Field-installed sealants.

1.03 REFERENCE STANDARDS

A. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2010.

1.04 SUBMITTALS

- A. See Section 01300 Administrative Requirements, for submittal procedures.
- B. Product Data: Manufacturer's data sheets on each product to be used, including:
 - 1. Storage and handling requirements and recommendations.
 - 2. Installation methods.
 - 3. Specimen warranty.
- C. Shop Drawings: Include layouts of roof panels, details of edge and penetration conditions, spacing and type of connections, flashings, underlayments, and special conditions.
 - 1. Show work to be field-fabricated or field-assembled.
- D. Selection Samples: For each roofing system specified, submit color chips representing manufacturer's full range of available colors and patterns.
- E. Verification Samples: For each roofing system specified, submit samples of minimum size 4 inches square, representing actual roofing metal, thickness, profile, color, and texture.
- F. Warranty: Submit specified manufacturer's warranty and ensure that forms have been completed in Owner's name and are registered with manufacturer.

1.05 WARRANTY

- A. See Section 01780 Closeout Submittals, for additional warranty requirements.
- B. Finish Warranty: Provide manufacturer's special warranty covering failure of factory-applied exterior finish on metal roof panels and agreeing to repair or replace panels that show evidence of finish degradation, including significant fading, chalking, cracking, or peeling within specified warranty period of 30 year period from date of Substantial Completion.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Design is based on Grandrib 3 Plus, manufactured by Fabral Metal Wall and Roof Systems; www.fabral.com.
- B. Acceptable manufacturers are:
 - 1. Architectural Building Components: www.archmetalroof.com.
 - 2. Metal Sales Manufacturing Corporation; Vertical Seam Roof Panels: www.metalsales.us.com.
 - 3. Petersen Aluminum Corporation: www.pac-clad.com.

2.02 ARCHITECTURAL ROOF PANELS

- A. Performance Requirements: Provide complete engineered system complying with specified requirements and capable of remaining weathertight while withstanding anticipated movement of substrate and thermally induced movement of roofing system.
- B. Metal Roofing: Factory-formed panels with factory-applied finish.
 - 1. Steel Panels:
 - a. Zinc-coated steel conforming to ASTM A653/A653M; minimum G60 galvanizing.
 - b. Steel Thickness: Minimum.0172 inch.
 - 2. Profile: Lapped seam, with exposed fastener system.
 - 3. Texture: Smooth, with intermediate ribs for added stiffness.
 - 4. Length: Maximum possible length to minimize lapped joints. Where lapped joints are unavoidable, space laps so that each sheet spans over three or more supports.
 - 5. Width: Maximum panel coverage of 36 inches.

2.03 ATTACHMENT SYSTEM

A. Exposed System: Provide manufacturer's recommended stainless steel fasteners engineered to meet performance requirements and equipped with appropriate sealant separators to provide weathertight connections that will accommodate anticipated thermal movement.

2.04 PANEL FINISH

A. Siliconized Polyester Coating: Epoxy primer and silicone-modified polyester enamel topcoat with minimum dry film thickness of 0.8 mil; color and gloss to match existing USC Aiken Convocation Center.

2.05 ACCESSORIES AND MISCELLANEOUS ITEMS

- A. Miscellaneous Sheet Metal Items: Provide flashings, trim, moldings, closure strips, and caps of the same material, thickness, and finish as used for the roofing panels. Items completely concealed after installation may optionally be made of stainless steel.
- B. Rib and Ridge Closures: Provide prefabricated, close-fitting components of steel with corrosion resistant finish or combination steel and closed-cell foam.
- C. Sealants: manufacturer's standard sealants.
 - 1. Exposed sealant must cure to rubber-like consistency.
 - 2. Concealed sealant must be non-hardening type.

2.06 FABRICATION

A. Panels: Fabricate panels and accessory items at factory, using manufacturer's standard processes as required to achieve specified appearance and performance requirements.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Do not begin installation of preformed metal roof panels until substrates have been properly prepared.
- B. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

3.02 PREPARATION

- A. Coordinate roofing work with provisions for roof drainage, flashing, trim, penetrations, and other adjoining work to assure that the completed roof will be free of leaks.
- B. Remove protective film from surface of roof panels immediately prior to installation. Strip film carefully, to avoid damage to prefinished surfaces.
- C. Separate dissimilar metals by applying a bituminous coating, self-adhering rubberized asphalt sheet, or other permanent method approved by roof panel manufacturer.
- D. Where metal will be in contact with wood or other absorbent material subject to wetting, seal joints with sealing compound and apply one coat of heavy-bodied bituminous paint.

3.03 INSTALLATION

- A. Overall: Install roofing system in accordance with approved shop drawings and panel manufacturer's instructions and recommendations, as applicable to specific project conditions. Anchor all components of roofing system securely in place while allowing for thermal and structural movement.
 - 1. Install roofing system with exposed fasteners prefinished to match panels.
 - 2. Minimize field cutting of panels. Where field cutting is absolutely required, use methods that will not distort panel profiles. Use of torches for field cutting is absolutely prohibited.
- B. Accessories: Install all components required for a complete roofing assembly, including flashings, trim, moldings, closure strips, caps, rib closures, ridge closures, and similar roof accessory items.
- C. Roof Panels: Install panels in strict accordance with manufacturer's instructions, minimizing transverse joints except at junction with penetrations.
 - 1. Provide sealant tape or other approved joint sealer at lapped panel joints.
 - 2. Install sealant or sealant tape, as recommended by panel manufacturer, at end laps and side joints.

3.04 CLEANING

A. Clean exposed sheet metal work at completion of installation. Remove grease and oil films, excess joint sealer, handling marks, and debris from installation, leaving the work clean and unmarked, free from dents, creases, waves, scratch marks, or other damage to the finish.

3.05 PROTECTION

A. Do not permit storage of materials or roof traffic on installed roof panels. Provide temporary walkways or planks as necessary to avoid damage to completed work. Protect roofing until completion of project.

B. Touch-up, repair, or replace damaged roof panels or accessories before date of Substantial Completion.

END OF SECTION

SECTION 07900 - JOINT SEALERS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Sealants and joint backing.
- B. The sealing of joints indicated on schedule at the end of this section.
- C. The sealing of joints in interior wet areas, including:
 - 1. Toilet rooms.
- D. The sealing of concealed joints in sound-retardant assemblies, including:
 - 1. Around all outlet boxes, thru the wall penetrations, between top and bottom stud runners and structure and where indicated on the drawings to reduce transmission of airborne sound.
- E. The sealing of other joints indicated on drawings.
- F. Joints of a nature similar to that of joints indicated on the schedule shall be sealed with same sealer, whether indicated on drawings to be sealed or not.

1.02 REFERENCE STANDARDS

- A. ASTM C834 Standard Specification for Latex Sealants; 2010.
- B. ASTM C919 Standard Practice for Use of Sealants in Acoustical Applications; 2008.
- C. ASTM C920 Standard Specification for Elastomeric Joint Sealants; 2011.
- D. ASTM C1193 Standard Guide for Use of Joint Sealants; 2009.
- E. ASTM D1667 Standard Specification for Flexible Cellular Materials--Poly(Vinyl Chloride) Foam (Closed-Cell); 2005 (Reapproved 2011).

1.03 SUBMITTALS

- A. See Section 01300 Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data indicating sealant chemical characteristics, performance criteria, substrate preparation, limitations, and color availability.
- C. Samples: Submit two samples, illustrating sealant colors for selection.
- D. Manufacturer's Installation Instructions: Indicate special procedures, surface preparation, and perimeter conditions requiring special attention.
- E. Substrate Test Report for Each Sealer.
- F. Field Installation Test Reports.
- G. Certificates: For each sealer, provide manufacturer's certificate stating that the product complies with the specifications and is appropriate for the use it is being put to.

1.04 QUALITY ASSURANCE

A. Manufacturer Qualifications: Company specializing in manufacturing the Products specified in this section with minimum five years documented experience.

- B. Applicator Qualifications: Company specializing in performing the work of this section with minimum five years experience.
- C. Substrate Tests: Have samples of actual substrate materials tested by manufacturer(s) of sealer products.
 - 1. Test to determine what preparation procedures (if any) are necessary to make sealers adhere properly under environmental conditions that may occur during installation.
 - 2. Test to determine compatibility with substrates, backers, and secondary seals, if any.
 - 3. Use manufacturer's standard test methods.
 - 4. Report the sealer manufacturer's recommendations for substrate preparation and sealer installation and identify specific primer(s) required.
 - 5. The requirement for testing for this project will be waived if test reports based on previous testing of the products and substrates to be used are acceptable to the architect.
- D. Field Installation Tests: Before installation, test the adhesion of all sealers to actual substrates.
 - 1. Seal at least 5-foot lengths of joints and cure properly. Try to pull sealer out of joint by hand, by method recommended by sealer manufacturer.
 - 2. Select test joints representative of joints to be sealed by the product to be tested.
 - 3. Perform tests for each type of sealer used on exterior and each type of elastomeric sealant used on interior.
 - 4. Do tests in the presence of the Architect.
 - 5. Report acceptable results only.

1.05 DELIVERY, STORAGE, AND HANDLING

A. Deliver materials in original containers or bundles with labels showing manufacturer, product name or designation, color, shelf life, and installation instructions.

1.06 FIELD CONDITIONS

- A. Maintain temperature and humidity recommended by the sealant manufacturer during and after installation.
- B. Environmental Limitations: Do not install sealers if any of the following conditions exist:
 - 1. Air or substrate temperature exceeds the range recommended by sealer manufacturer or is below 40 degrees F (4.4 degrees C).
 - 2. Substrate is wet, damp, or covered with snow, ice, or frost.
- C. Dimensional Limitations: Do not install sealers if joint dimensions are less than or greater than that recommended by sealer manufacturer; notify the Architect and get sealer manufacturer's recommendations for alternative procedures.

1.07 WARRANTY

- A. See Section 01780 Closeout Submittals, for additional warranty requirements.
- B. Correct defective work within a five year period after Date of Substantial Completion.
- C. Warranty: Include coverage for installed sealants and accessories which fail to achieve airtight seal and watertight seal, exhibit loss of adhesion or cohesion, or do not cure.

PART 2 PRODUCTS

2.01 MATERIALS - GENERAL

- A. General: Provide only products which are recommended and approved by their manufacturer for the specific use to which they are put and which comply with all requirements of the contract documents.
 - 1. For each generic product, use only materials from one manufacturer.
 - 2. Provide only materials which are compatible with each other and with joint substrates.
 - 3. Colors of exposed sealers: To match Architect's samples.
- B. Products: The design is based on the product(s) listed for each generic type. Comparable products of the manufacturers listed will be considered for substitution.

2.02 MANUFACTURERS

- A. Silicone Sealants:
 - 1. Bostik Inc: www.bostik-us.com.
 - 2. Pecora Corporation: www.pecora.com.
 - 3. BASF Construction Chemicals-Building Systems: www.chemrex.com.
 - 4. Substitutions: Not permitted.
- B. Polyurethane Sealants:
 - 1. Bostik Inc: www.bostik-us.com.
 - 2. Pecora Corporation: www.pecora.com.
 - 3. BASF Construction Chemicals-Building Systems: www.chemrex.com.
 - 4. Substitutions: Not permitted.
- C. Butyl Sealants:
 - 1. Bostik Inc: www.bostik-us.com.
 - 2. Pecora Corporation: www.pecora.com.
 - 3. Substitutions: See Section 01600 Product Requirements.
- D. Acrylic Emulsion Latex Sealants:
 - 1. Bostik Inc: www.bostik-us.com.
 - 2. Pecora Corporation: www.pecora.com.
 - 3. BASF Construction Chemicals-Building Systems; Product ____: www.chemrex.com.
 - 4. Substitutions: See Section 01600 Product Requirements.

2.03 SEALANTS

- A. Type 1 General Purpose Exterior Sealant: Polyurethane; ASTM C920, Grade NS, Class 25, Uses M, G, and A; single component.
 - 1. Color: two.
 - 2. Product: Dymeric 511 manufactured by Tremco, Inc.
- B. Type 5 Exterior Metal Lap Joint Sealant: Butyl or polyisobutylene, nondrying, nonskinning, noncuring.
 - 1. Product: Tremco Butyl Sealant manufactured by Tremco, Inc.
- C. Type 6 General Purpose Interior Sealant: Acrylic emulsion latex; ASTM C834, Type OP, Grade NF single component, paintable.
 - 1. Color: Colors as selected.
 - 2. Product: Tremco Acrylic Latex 834 manufactured by Tremco, Inc.
- D. Type 7 Bathtub/Tile Sealant: White silicone; ASTM C920, Uses I, M and A; single

component, mildew resistant.

- 1. Product: Tremsil 200 manufactured by Tremco, Inc.
- E. Type 8 Acoustical Sealant for Concealed Locations: Permanently tacky non-hardening butyl sealant.
 - 1. Product: Tremco Acoustical Sealant manufactured by Tremco, Inc.

2.04 ACCESSORIES

- A. Primer: Non-staining type, recommended by sealant manufacturer to suit application.
- B. Joint Cleaner: Non-corrosive and non-staining type, recommended by sealant manufacturer; compatible with joint forming materials.
- C. Joint Backing: Round foam rod compatible with sealant; closed cell polyethylene; oversized 30 to 50 percent larger than joint width.
- D. Bond Breaker: Pressure sensitive tape recommended by sealant manufacturer to suit application.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that substrate surfaces and joint openings are ready to receive work.
- B. Verify that joint backing and release tapes are compatible with sealant.

3.02 PREPARATION

- A. Remove loose materials and foreign matter that could impair adhesion of sealant.
- B. Clean and prime joints in accordance with manufacturer's instructions.
- C. Perform preparation in accordance with manufacturer's instructions and ASTM C1193.
- D. Protect elements surrounding the work of this section from damage or disfigurement.
 - 1. Masking Tape: Use masking tape to keep primers and sealers off of adjacent surfaces which would be damaged by contact or by cleanup. Remove tape as soon as practical.
- E. Install fillers where needed to provide proper joint depth or support for sealant backers.

3.03 INSTALLATION

- A. Perform work in accordance with sealant manufacturer's requirements for preparation of surfaces and material installation instructions.
- B. Perform installation in accordance with ASTM C1193.
- C. Perform acoustical sealant application work in accordance with ASTM C919.
- D. Backers:
 - 1. Install backers at depth required to result in shape and depth of installed sealant which allows the most joint movement without failure.
 - a. Make backers continuous, without gaps, tears, or punctures.
 - b. Do not stretch or twist backers.
 - 2. If backers become wet or damp before installation of sealant, dry out thoroughly before proceeding.

- E. Install sealant free of air pockets, foreign embedded matter, ridges, and sags.
- F. Apply sealant within recommended application temperature ranges. Consult manufacturer when sealant cannot be applied within these temperature ranges.
- G. Tool joints concave.

3.04 CLEANING

A. Clean adjacent soiled surfaces.

3.05 PROTECTION

A. Protect sealants until cured.

3.06 SCHEDULE

- A. Exterior Joints for Which No Other Sealant Type is Indicated: Type 1; colors as selected.
- B. Lap Joints in Exterior Sheet Metal Work: Type 5.
- C. Interior Joints for Which No Other Sealant is Indicated: Type 6; colors as shown on the drawings.
- D. Joints Between Plumbing Fixtures and Walls and Floors: Type 7.
- E. In STC-Rated Walls, Between Metal Stud Track/Runner and Adjacent Construction and Between Outlet Boxes and Gypsum Board: Type 8.

END OF SECTION

DIVISION

Applicable Portions Of The Conditions Of The Contract And Division 1 General Requirements Apply To The Work Of This Division.

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SECTION 08110 - STEEL DOORS AND FRAMES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Thermally insulated steel doors.

1.02 REFERENCE STANDARDS

- A. ANSI A250.8 SDI-100 Recommended Specifications for Standard Steel Doors and Frames; 2003.
- B. ANSI A250.10 Test Procedure and Acceptance Criteria for Prime Painted Steel Surfaces for Steel Doors and Frames; 1998 (R2004).
- C. ASTM A 653/A 653M Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2007.
- D. ASTM C1363 Standard Test Method for Thermal Performance of Building Assemblies by Means of a Hot Box Apparatus; 2005.
- E. BHMA A156.115 Hardware Preparation in Steel Doors and Steel Frames; 2006.
- F. DHI A115 Series Specifications for Steel Doors and Frame Preparation for Hardware; Door and Hardware Institute; 2000 (ANSI/DHI A115 Series).
- G. NAAMM HMMA 840 Guide Specifications for Installation and Storage of Hollow Metal Doors and Frames; The National Association of Architectural Metal Manufacturers; 2007.
- H. NAAMM HMMA 861 Guide Specifications for Commercial Hollow Metal Doors and Frames; The National Association of Architectural Metal Manufacturers; 2006.

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.

1.04 QUALITY ASSURANCE

- A. Hollow Metal supplier shall be a qualified direct distributor of products to be furnished. In addition, the distributor shall have in their regular employment an AHC/CDC or person of equivalent experiance who will be available at reasonable times to consult with the Architect/Contractor and or Owner regarding any matters effecting the total door and frame openings.
- B. Manufacturer Qualifications: Provide all products from a single manufacturer who is a member of the Steel Door Institute.
- C. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.
- D. 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.
- C. Protect products from moisture, construction traffic, and damage.
- D. Store under cover. Do not use non-vented plastic or canvas shelters. Should wrappers become wet, remove immediately.
- E. Place units on 4 inch high wood sills or in a manner that will prevent rust or damage. Provide 1/4 inch space between doors to promote air circulation.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Steel Doors and Frames:
 - 1. Ceco Door Products: www.cecodoor.com.
 - 2. Curries Mfg., Inc.; www.curries.com
 - 3. D & D Specialties, Inc.
 - 4. Windsor Republic Doors: www.republicdoor.com.
 - 5. Steelcraft: www.steelcraft.com.

2.02 DOORS AND FRAMES

- A. Requirements for All Doors and Frames:
 - 1. Door Top Closures: Flush with top of faces and edges.
 - 2. Door Edge Profile: Beveled on both edges.
 - 3. Door Texture: Smooth faces.
 - 4. Hardware Preparation: In accordance with BHMA A156.115, with reinforcement welded in place, in addition to other requirements specified in door grade standard.
 - 5. Galvanizing: All components hot-dipped zinc-iron alloy-coated (galvannealed), A60/ZF180.
 - 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. Exterior Doors:
 - 1. Grade: NAAMM HMMA 861, physical performance Level A.
 - 2. Core: Polystyrene foam.
 - 3. Galvanizing: All components hot-dipped zinc-iron alloy-coated (galvannealed) in accordance with ASTM A653/A653M, with A60/ZF180 coating.
 - 4. Insulating Value: U-value of 0.50, when tested in accordance with ASTM C1363.

2.04 STEEL FRAMES

A. General:

- 1. Comply with the requirements of grade specified for corresponding door, except:
 - a. ANSI A250.8 Level 1 Doors: 16 gage frames.
 - b. ANSI A250.8 Level 3 Doors: 14 gage frames.
 - c. ANSI A250.8 Level 4 Doors: 12 gage frames.
- 2. Finish: Same as for door.
- 3. Provide mortar guard boxes for hardware cut-outs in frames to be installed in masonry or to be grouted.
- 4. Frames Wider than 48 Inches: Reinforce with steel channel fitted tightly into frame head, flush with top.
- 5. Frames Installed Back-to-Back: Reinforce with steel channels anchored to floor and overhead structure.
- B. Exterior Door Frames: Fully welded.
 - 1. Galvanizing: All components hot-dipped zinc-iron alloy-coated (galvannealed) in accordance with ASTM A653/A653M, with A60/ZF180 coating.
 - 2. Weatherstripping: Separate, see Section 08710.

2.05 ACCESSORY MATERIALS

- A. Grout for Frames: Portland cement grout of maximum 4-inch slump for hand troweling; thinner pumpable grout is prohibited.
- B. Silencers: Resilient rubber, fitted into drilled hole; 3 on strike side of single door, 3 on center mullion of pairs, and 2 on head of pairs without center mullions.
- C. 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.
- B. Bituminous Coating: Asphalt emulsion or other high-build, water-resistant, resilient coating.

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.
 - 2. For butt type frames, verify that completed openings are of correct size.
- B. Verify that opening sizes and tolerances are acceptable.
- C. Correct unsatisfactory condition before preceding with installation.

3.02 PREPARATION

A. Coat inside of frames to be installed in masonry or to be grouted, with bituminous coating, prior to installation.

3.03 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.

3.04 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.

3.05 ADJUSTING AND CLEAN

- A. Adjust for smooth and balanced door movement.
- B. Clean and restore soiled surfaces. Remove scraps and debris, and leave site and a clean condition.

3.06 SCHEDULE - See Drawings

END OF SECTION

SECTION 08331 - OVERHEAD COILING DOORS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Overhead coiling doors, operating hardware, exterior, manual operation.

1.02 REFERENCE STANDARDS

A. ASTM A 653/A 653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2007.

1.03 SUBMITTALS

- A. See Section 01300 Administrative Requirements, for submittal procedures.
- B. Product Data: Provide general construction, component connections and details.
- C. Shop Drawings: Indicate pertinent dimensioning, anchorage methods, hardware locations, and installation details.
- D. Submit manufacturers standard available colors on 8.5 x 11 inch size paper for intial selection.
- E. Samples: Submit two slats, 2 x 4 inch in size illustrating shape, color and finish texture for final verification.
- F. Manufacturer's Instructions: Indicate installation sequence and procedures, adjustment and alignment procedures.
- G. Maintenance Data: Indicate lubrication requirements and frequency and periodic adjustments required.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Exterior Overhead Coiling Doors:
 - 1. The Cookson Company; Product: Type FCWI Chain Operated Insulated Service Doors w/ ColorCote Finish. www.cooksondoor.com
 - 2. Other Approved Manufacturers:
 - a. Clopay Building Products Company, Inc: www.clopaycommercial.com.
 - 3. Overhead Door Corp: www.overheaddoor.com.
 - 4. Substitutions: Not permitted.

2.02 COILING DOORS

- A. Exterior Coiling Doors: Steel slat curtain.
 - 1. See drawings for opening sizes.
 - 2. Capable of withstanding positive and negative wind loads of 30 psf, without undue deflection or damage to components.
 - 3. Nominal Slat Size: 3 inches wide x required length.
 - 4. Finish: Factory painted, color as selected.
 - 5. Guides: Angles; galvanized steel.
 - 6. Hood Enclosure: Manufacturer's standard; galvanized steel.
 - 7. Manual hand chain lift operation.

- 8. Mounting: Surface mounted.
- 9. Exterior lock and latch handle.

2.03 MATERIALS

- A. Curtain Construction: Interlocking slats.
 - 1. Slat Ends: Alternate slats fitted with end locks to act as wearing surface in guides and to prevent lateral movement.
 - 2. Curtain Bottom: Fitted with angles to provide reinforcement and positive contact in closed position.
 - 3. Exterior Weatherstripping: Moisture and rot proof, resilient type, located at jamb edges, bottom of curtain, and where curtain enters hood enclosure of exterior doors.
- B. Steel Slats: Minimum 22 gage ASTM A653/A653M galvanized steel sheet.
 - 1. Galvanizing: Minimum G90/Z275 coating.
- C. Guide Construction: Continuous, of profile to retain door in place with snap-on trim, mounting brackets of same metal.
- D. Steel Guides: Formed from galvanized steel sheet, manufacturers standard gage; complying with ASTM A 653/A 653M.
 - 1. Exterior: Galvanizing: Minimum G90/Z275 coating.
 - 2. Interior: Prime paint.
- E. Hood Enclosure: Internally reinforced to maintain rigidity and shape.
 - 1. Minimum 24 gage.
 - 2. Interior: Prime paint.
 - 3. Exterior: Galvanized
- F. Hardware: Exterior Only
 - 1. Latching: Inside mounted, adjustable keeper, spring activated latch bar with feature to keep in locked or retracted position.
 - 2. Latch Handle: Interior and exterior handle.
- G. Roller Shaft Counterbalance: Steel pipe and helical steel spring system, capable of producing torque sufficient to ensure smooth operation of curtain from any position and capable of holding position at mid-travel; with adjustable spring tension; requiring 25 lb nominal force to operate.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that opening sizes, tolerances and conditions are acceptable.

3.02 INSTALLATION

- A. Install units in accordance with manufacturer's instructions.
- B. Use anchorage devices to securely fasten assembly to wall construction and building framing without distortion or stress.
- C. Securely and rigidly brace components suspended from structure. Secure guides to structural members only.
- D. Fit and align assembly including hardware; level and plumb, to provide smooth operation.

E. Install perimeter trim and closures.

3.03 TOLERANCES

- A. Maintain dimensional tolerances and alignment with adjacent work.
- B. Maximum Variation From Plumb: 1/16 inch.
- C. Maximum Variation From Level: 1/16 inch.
- D. Longitudinal or Diagonal Warp: Plus or minus 1/8 inch per 10 ft straight edge.

3.04 ADJUSTING

A. Adjust operating assemblies for smooth and noiseless operation.

3.05 CLEANING

- A. Clean installed components.
- B. Remove labels and visible markings.

DIVISION 9

Applicable Portions Of The Conditions Of The Contract And Division 1 General Requirements Apply To The Work Of This Division. FINISHES

SECTION 09900 - PAINTS AND COATINGS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Surface preparation.
- B. Field application of paints and other coatings.
- C. Scope: Finish all interior and exterior surfaces exposed to view, unless fully factory-finished
- D. Do Not Paint or Finish the Following Items:
 - 1. Items fully factory-finished unless specifically so indicated; materials and products having factory-applied primers are not considered factory finished.
 - 2. Items indicated to receive other finishes.
 - 3. Items indicated to remain unfinished.
 - 4. Fire rating labels, equipment serial number and capacity labels, and operating parts of equipment.
 - 5. Wood framing.
 - 6. Floors, unless specifically so indicated.
- E. Surface preparation, priming and finish coats specified in this section are in addition to shop priming and surface treatment specified under other sections, unless otherwise indicated.
- F. Paint exposed surfaces whether or not colors are designated in schedules, except where a surface or material is specifically indicated not to be painted or is to remain natural. Where an item or surface is not specifically mentioned, paint the same as similar adjacent materials or surfaces. If color or finish is not designated, the Architect will select from standard colors or finishes available.
- G. Prefinished items not to be painted, unless otherwise indicated, include the following factory-finish components.
 - 1. Acoustic materials.
 - 2. Architectural woodwork and casework.
 - 3. Hospital or Laboratory casework.
 - 4. Prefinished mechanical and electrical equipment, except for panel boxes in finished areas.
 - 5. Light fixtures.
- H. Finished metal surfaces not to be painted include:
 - 1. Anodized aluminum.
 - 2. Stainless steel.
 - 3. Chromium plate.
 - 4. Copper.
 - 5. Bronze.
 - 6. Brass.
- I. Labels: Do not paint over Underwriter's Laboratories, Factory Mutual or other coderequired labels or equipment name, identification, performance rating, or nomenclature plates.

1.02 DEFINITIONS

- A. Paint includes coating systems materials, primers, emulsions, enamels, stains, sealers and fillers and other applied materials whether used as prime, intermediate, or finish coats.
- B. Conform to ASTM D 16 for interpretation of terms used in this section.

1.03 SUBMITTALS

- A. See Section 01300 Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data on all finishing products. Manufacturer's technical information, label analysis and application instructions for each material proposed for use.
 - 1. List each material and cross-reference this specific coating and finish system and application. Identify each material by the manufacturer's catalog number and general classification.
 - 2. Provide color samples for each material and color indicated to verify compliance with Architect's color selections.
- C. Maintenance Data: Submit data on cleaning, touch-up, and repair of painted and coated surfaces.

1.04 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified, with minimum five years documented experience.
- B. Single-Source Responsibility: Provide primers and undercoat paint produced by the same manufacturer as the finish coats.
- C. Coordination of Work: Review other sections in which primers are provided to ensure compatibility of the total systems for various substrates. On request, furnish information on characteristics of finish materials to ensure use of compatible primers.
 - 1. Notify the Architect of problems anticipated using the materials specified.
- D. Material Quality: Provide the manufacturer's best quality trade sale paint material of the various coating types specified. Paint material containers not displaying manufacturer's product identification will not be acceptable.
- E. Proprietary names used to designate colors or materials are intended to convey the Architect's Design Intent and do not imply that products named are required nor to exclude equal products of other manufacturers.
- F. Federal Specifications establish a minimum quality level of paint materials, except where other product identification is used. Provide written certification from the manufacturer that materials provided meet or exceed these criteria.
- G. Applicator Qualifications: Company specializing in performing the type of work specified with minimum five years experience.

1.05 REGULATORY REQUIREMENTS

- A. Certifications of Regulatory Compliance: Submit written certifications from manufacturers of painting materials that all products proposed for use on this project will conform with the following:
 - 1. Will comply with local V.O.C. regulations and meet or exceed the quality and performance intent of these specifications.

B. Conform to applicable code for flame and smoke rating requirements for products and finishes.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products to site in sealed and labeled containers; inspect to verify acceptability.
- B. Container Label: Include manufacturer's name, type of paint, brand name, lot number, brand code, coverage, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and reducing.
- C. Paint Materials: Store at minimum ambient temperature of 45 degrees F and a maximum of 90 degrees F, in ventilated area, and as required by manufacturer's instructions.

1.07 FIELD CONDITIONS

- A. Do not apply materials when surface and ambient temperatures are outside the temperature ranges required by the paint product manufacturer.
- B. Follow manufacturer's recommended procedures for producing best results, including testing of substrates, moisture in substrates, and humidity and temperature limitations.
- C. Minimum Application Temperatures for Latex Paints: 45 degrees F for interiors; 50 degrees F for exterior; unless required otherwise by manufacturer's instructions.
- D. Provide lighting level of 80 ft candles measured mid-height at substrate surface.

1.08 EXTRA MATERIALS

- A. See Section 01600 Product Requirements, for additional provisions.
- B. Supply two gallons of each color; store where directed.
- C. Label each container with color in addition to the manufacturer's label.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Provide all paint and coating products used in any individual system from the same manufacturer; no exceptions.
- B. Paints:
 - 1. Benjamin Moore & Co: www.benjaminmoore.com.
 - 2. Devoe and Raynolds Co. (Devoe).
 - 3. The Glidden Company (Glidden).
 - 4. PPG Industries, Pittsburgh Paints (Pittsburgh).
 - 5. Pratt and Lambert(P & L).
 - 6. Sherwin Williams
 - 7. RoseTalbert Paint Company (RoseTalbert).
- C. Galvanized Metal Primer: Primer used to prime interior and exterior zinc-coated (galvanized) metal surfaces under semi-gloss acrylic latex enamel:
 - 1. Moore: Ironclad Galvanized Metal Latex Primer 155.
 - 2. Pittsburgh: Speedhide Water Base Inhibitive Metal Primer 6-712.
 - 3. P & L: Interior/Exterior Latex Metal Primer.
 - 4. Sherwin Williams

D. Substitutions: See Section 01600 - Product Requirements.

2.02 PAINTS AND COATINGS - GENERAL

- A. Paints and Coatings: Ready mixed, unless intended to be a field-catalyzed coating.
 - 1. Provide paints and coatings of a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating, with good flow and brushing properties, and capable of drying or curing free of streaks or sags.
 - 2. Supply each coating material in quantity required to complete entire project's work from a single production run.
 - 3. Do not reduce, thin, or dilute coatings or add materials to coatings unless such procedure is specifically described in manufacturer's product instructions.
- B. Primers: Where the manufacturer offers options on primers for a particular substrate, use primer categorized as "best" by the manufacturer.
- C. Volatile Organic Compound (VOC) Content:
 - 1. Provide coatings that comply with the most stringent requirements specified in the following:
 - a. 40 CFR 59, Subpart D--National Volatile Organic Compound Emission Standards for Architectural Coatings.
 - b. Architectural coatings VOC limits of State in which the project is located.
 - 2. Determination of VOC Content: Testing and calculation in accordance with 40 CFR 59, Subpart D (EPA Method 24), exclusive of colorants added to a tint base and water added at project site; or other method acceptable to authorities having jurisdiction.

2.03 PAINT SYSTEMS - EXTERIOR

- A. Paint MgE-OP-3L Galvanized Metals, Latex, 3 Coat:
 - 1. One coat galvanize primer.
 - 2. Gloss: Two coats of latex enamel.

2.04 ACCESSORY MATERIALS

- A. Accessory Materials: Provide all primers, sealers, cleaning agents, cleaning cloths, sanding materials, and clean-up materials required to achieve the finishes specified whether specifically indicated or not; commercial quality.
- B. Patching Material: Latex filler.
- C. Fastener Head Cover Material: Latex filler.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that surfaces are ready to receive work as instructed by the product manufacturer.
- B. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially affect proper application.
- C. Test shop-applied primer for compatibility with subsequent cover materials.

3.02 PREPARATION

A. Clean surfaces thoroughly and correct defects prior to coating application.

- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- C. Remove or mask surface appurtenances, including electrical plates, hardware, light fixture trim, escutcheons, and fittings, prior to preparing surfaces or finishing.
- D. Surfaces: Correct defects and clean surfaces which affect work of this section. 10
- E. Seal surfaces that might cause bleed through or staining of topcoat.
- F. Remove mildew from impervious surfaces by scrubbing with solution of tetra-sodium phosphate and bleach. Rinse with clean water and allow surface to dry.
- G. Galvanized Surfaces to be Painted: Remove surface contamination and oils and wash with solvent. Apply coat of etching primer.
- H. Shop-Primed Steel Surfaces to be Finish Painted: Sand and scrape to remove loose primer and rust. Feather edges to make touch-up patches inconspicuous. Clean surfaces with solvent. Prime bare steel surfaces. Re-prime entire shop-primed item.
- I. Metal Doors to be Painted: Prime metal door top and bottom edge surfaces.
- J. Materials Preparation: Carefully mix and prepare paint materials in accordance with manufacturer's directions.
- K. Maintain containers used in mixing and application of paint in a clean condition, free of foreign materials and residue.
- L. Stir material before application to produce a mixture of uniform density; stir as required during application. Do not stir surface film into material. Remove film and, if necessary, strain material before using.

3.03 APPLICATION

- A. Apply products in accordance with manufacturer's instructions. Use applicators and techniques best suited for substrate type of material being applied and to produce a uniform appearance. Paint film must be free of runs, skips, sags and other defects.
- B. Where adjacent sealant is to be painted, do not apply finish coats until sealant is applied.
- C. Do not apply finishes to surfaces that are not dry. Allow applied coats to dry before next coat is applied.
- D. The number of coats and film thickness required is the same regardless of the application method. Do not apply succeeding coats until the previous coat has cured as recommended by the manufacturer. Sand between applications where sanding is required to produce an even smooth surface in accordance with the manufacturer's directions.
- E. Apply each coat to uniform appearance.
- F. Apply additional coats when undercoats, stains, or other conditions show through final coat of paint until paint film is of uniform coverage, finish, color, and appearance. Give special attention to ensure that surfaces, including edges, corners, crevices, welds, and exposed fasteners, receive a dry film thickness equivalent to that of flat surfaces.
- G. Sand metal surfaces lightly between coats to achieve required finish.
- H. Vacuum clean surfaces of loose particles. Use tack cloth to remove dust and particles just

prior to applying next coat.

- I. Paint surfaces behind movable equipment and furniture same as similar exposed surfaces. Paint surfaces behind permanently fixed equipment or furniture with prime coat only before final installation of equipment.
- J. Omit primer on metal surfaces that have been shop-primed and touch up painted, unless paint compatibility is questionable, then provide barrier coat and new prime coat.
- K. Scheduling Painting: Apply first coat to surfaces that have been cleaned, pretreated, or otherwise prepared for painting as soon as practicable after preparation and before subsequent surface deterioration.
- L. Minimum Coating Thickness: Apply materials at not less than the manufacturer's recommended spreading rate. Provide a total dry film thickness of the entire system as recommended by the manufacturer.
- M. Prime Coats: Before application of finish coats, apply a prime coat of material as recommended by the manufacturer to material that is required to be painted or finished and has not been prime coated by others. Recoat primed and sealed surfaces where evidence of suction spots or unsealed areas in first coat appears, to assure a finish coat with no burn through or other defects due to insufficient sealing.
- N. Pigmented (Opaque) Finishes: Completely cover to provide an opaque, smooth surface of uniform finish, color, appearance, and coverage. Cloudiness, spotting, holiday, laps, brush marks, runs, sags, ropiness, or other surface imperfections will not be acceptable.
- O. Completed Work: Match approved samples for color, texture, and coverage. Remove, refinish, or repaint work not in compliance with specified requirements.

3.04 CLEANING

A. Collect waste material that could constitute a fire hazard, place in closed metal containers, and remove daily from site.

DIVISION 10

Applicable Portions Of The Conditions Of The Contract And Division 1 General Requirements Apply To The Work Of This Division. S P E C I A L T I E S

SECTION 10523 - FIRE EXTINGUISHERS, CABINETS AND ACCESSORIES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Fire extinguishers.
- B. Accessories.

1.02 REFERENCE STANDARDS

- A. NFPA 10 Standard for Portable Fire Extinguishers; 2010.
- B. UL (FPED) Fire Protection Equipment Directory; Underwriters Laboratories Inc.; current edition.

1.03 SUBMITTALS

- A. See Section 01300 Administrative Requirements, for submittal procedures.
- B. Shop Drawings: Indicate cabinet physical dimensions.
- C. Product Data: Provide extinguisher operational features, color and finish, and anchorage details.
- D. Manufacturer's Installation Instructions: Indicate special criteria and wall opening coordination requirements.
- E. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.
- F. Maintenance Data: Include test, refill or recharge schedules and re-certification requirements.

1.04 FIELD CONDITIONS

A. Do not install extinguishers when ambient temperature may cause freezing of extinguisher ingredients.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Fire Extinguisher Cabinets and Accessories:
 - 1. JL Industries, Inc: www.jlindustries.com.
 - 2. Larsen's Manufacturing Co: www.larsensmfg.com.
 - 3. Potter-Roemer: www.potterroemer.com.
 - 4. Johnson-Lee, Division of W.F. Lee Corp..
 - 5. Watrous, Inc.
 - 6. Substitutions: See Section 01600 Product Requirements.

2.02 FIRE EXTINGUISHERS

- A. Fire Extinguishers General: Comply with product requirements of NFPA 10 and applicable codes, whichever is more stringent.
- B. Dry Chemical Type Fire Extinguishers: Stainless steel tank, with pressure gage.
 - 1. Class 2A-10 B:C.
 - 2. Size 10.

3. Finish: Baked enamel, red color.

2.03 ACCESSORIES

- A. Extinguisher Brackets: Formed steel, chrome-plated.
- B. Graphic Identification: FIRE EXTINGUISHER.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify existing conditions before starting work.
- B. Verify rough openings for cabinet are correctly sized and located.

3.02 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Secure rigidly in place.
- C. Place extinguishers and accessories on wall brackets.

3.03 IDENTIFICATION

A. Identify existence of fire extinguisher in cabinet with lettering spelling FIRE EXTINGUISHER applied to door. Provide lettering to comply with requirements indicated for letter style, color, size, spacing and location or, if not otherwise indicated, as selected by Architect from manufacturer's standard arrangements.

3.04 SCHEDULES

A. Refer to drawings for locations.

DIVISION 13

Applicable Portions Of The Conditions Of The Contract And Division 1 General Requirements Apply To The Work Of This Division.

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SECTION 13121 - PRE-ENGINEERED BUILDINGS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Manufacturer-engineered, shop-fabricated wood pole building frame.
- B. Metal wall and roof panels including soffits.
- C. Exterior doors and overhead doors.

1.02 RELATED REQUIREMENTS

A. Section 07900 - Joint Sealers.

1.03 REFERENCE STANDARDS

- A. ASTM A153/A153M Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware; 2009.
- B. AWS A2.4 Standard Symbols for Welding, Brazing, and Nondestructive Examination; American Welding Society; 2007.

1.04 DESIGN REQUIREMENTS

- A. Design members to withstand dead load, applicable snow load, and design loads due to pressure and suction of wind calculated in accordance with applicable code.
- B. Exterior wall and roof system shall withstand imposed loads with maximum allowable deflection of 1/90 of span.
- C. Size and fabricate wall and roof systems free of distortion or defects detrimental to appearance or performance.

1.05 ADMINISTRATIVE REQUIREMENTS

A. Preinstallation Meeting: Convene one week before starting work of this section.

1.06 SUBMITTALS

- A. See Section 01300 Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data on profiles, component dimensions, fasteners.
- C. Shop Drawings: Indicate assembly dimensions, locations of structural members, connections; wall and roof system dimensions, panel layout, general construction details, anchorages and method of anchorage, installation; framing anchor bolt settings, sizes, and locations from datum, foundation loads; indicate welded connections with AWS A2.4 welding symbols; indicate net weld lengths; provide professional seal and signature.
- D. Samples: Submit two samples of precoated metal panels for each color selected, 6 x 6 inch in size illustrating color and texture of finish.

1.07 OUALITY ASSURANCE

A. Design structural components, develop shop drawings, and perform shop and site work under direct supervision of a Professional Structural Engineer experienced in design of this Work.

- 1. Design Engineer Qualifications: Licensed in South Carolina.
- 2. Conform to applicable code for submission of design calculations as required for acquiring permits.
- 3. Cooperate with regulatory agency or authority and provide data as requested.
- B. Manufacturer Qualifications: Company specializing in manufacturing the Products specified in this section with minimum three years documented experience.
- C. Erector Qualifications: Company specializing in performing the work of this section with minimum 5 years experience.

1.08 WARRANTY

- A. See Section 01780 Closeout Submittals, for additional warranty requirements.
- B. Correct defective Work within a five year period after Date of Substantial Completion.
- C. Provide 30 year manufacturer warranty for painted finish on galvanized metal roof and and walls.
 - 1. Include coverage for exterior pre-finished surfaces to cover pre-finished color coat against chipping, cracking or crazing, blistering, peeling, chalking, or fading. Include coverage for weather tightness of building enclosure elements after installation.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Pole Buildings:

- 1. Basis of Design: Hoover Building, www.hooverbuildings.com
- 2. Lester Buildings; Product Town and Country I, www.lesterbuildings.com.
- 3. Morton Buildings, mortonbuildings.com
- 4. National Barn Company, www.nationalbarn.com
- 5. Substitutions: See Section 01600 Product Requirements.

2.02 MATERIALS - FRAMING

A. Footings:

1. Cast in place concrete footing of 3000 psi ready-mix concrete of size and thickness specified in the shop drawings.

B. Primary Framing:

- 1. Lumber: No. 1 or Better Southern Yellow Pine, pressure treated with Chromated Copper Arsenate, Type III, to a retention of 0.6 pcf (9.6 kg/m³) and kiln dried after treating to 19 percent maximum moisture content.
- 2. Trusses:
 - a. Comply with TPI "Design Specification for Metal Plate Connected Wood Trusses" and "Quality Standard for Metal Plate Connected Wood Trusses."
 - b. Manufacturer shall have a third party inspection program to verify compliance with requirements of TPI.
 - c. Stamp trusses with inspection agency identification.

C. Secondary Framing:

- 1. Purlins and Girts
 - a. Lumber: No. 2 or Better dimension lumber kiln dried to 19 percent maximum moisture content.

- b. Configuration: 2x4 or 2x6 (50x100, 50x150 mm) as required by "Structural Design" requirements specified herein.
 - 1) Girts: Size, grade and spacing to meet wind and deflection criterion.
 - (a) Face mounted to exterior side of column.
 - (b) Precision cut to fit between columns.
 - (c) Flush to exterior and interior faces.
 - 2) Purlins: Precision cut to fit between trusses flush with top of top chord. Provide 20 gauge galvanized purlin saddle hangers.
 - 3) Purlins: Factory drilled and dadoed to accept 3/16 inch diameter x 6 inch screw fastener and ensure building modularity.
- c. Spacing: As required by "Structural Design" requirements specified herein.

2. Sill Plate:

- a. Lumber: No. 2 or Better Southern Yellow Pine, preservative treated, to a retention of 0.17 pcf (B2O3) borate (0.25 pcf disodium octaborate tetrahydrate DOT) and kiln dried after treating to 19 percent maximum moisture content.
- b. Configuration: 2x4 or 2x6 or 2x8 (50x10 or 50x150 or 50x200 or 50x250 mm) dimension lumber as required by "Structural Design" requirements specified herein.
- 3. Bracing, Wall and Lateral Truss Type (where required by "Structural Design"):
 - a. Lumber: No. 2 or Better dimension lumber.
 - b. Configuration:
 - c. 2x4 or 2x6 (50x100, 50x150 mm) as required by "Structural Design" requirements specified herein.

2.03 INSULATION

- A. Blanket Insulation: ASTM C 991, Type II, Preformed Poly-Scrim-Kraft-Faced Fiberglass Blanket, located between framing and exterior sheathing:
 - 1. Thermal Resistance: R-30.
 - 2. Facing: 0.0015 inch white polypropylene film, fiberglass scrim reinforcement, and 12 lb. craft paper. 3 mil cross laminated high density polyethylene.
 - 3. Physical Properties:
 - a. Flame Spread, ASTM E 84: Less than 25
 - b. Smoke Developed, ASTM E 84: Less than 50
 - c. Water Vapor Transmission, ASTM E 96: 0.02 Perms (1.15 ng/(Pa·s·m²)).
 - d. Light Reflectivity, ASTM C 523, illuminant D-6500: 87 percent.

2.04 MATERIALS - WALLS AND ROOF

- A. Material and Finish: 29 Gauge, ASTM A 653 (A 653 M), Structural Quality, Grade 80 (550) (formerly Grade E), galvanized steel with G60 (Z180) zinc coating both sides, Triple Spot Test.
- B. Joint Seal Gaskets: Manufacturer's standard type.
- C. Fasteners: Manufacturer's standard type, galvanized to comply with requirements of ASTM A153/A153M, finish to match adjacent surfaces when exterior exposed.
- D. Bituminous Paint: Asphaltic type.
- E. Sealant: Manufacturer's standard type.
- F. Trim, Closure Pieces, Caps, Flashings, Rain Water Diverter: Same material, thickness and

finish as exterior sheets; brake formed to required profiles.

2.05 COMPONENTS

- A. Doors and Frames: Manufacturer's standard.
- B. Overhead Doors and Frames: Manufacturer's standard.

2.06 FINISHES

- A. Exterior Surfaces of wall: Bonderize and provide baked on primer and Valspar Weather-X (silicone polyester) finish coat, 0.9 mil (0.023 mm) minimum dry film thickness.
- B. Interior Surfaces of Wall: Bonderize and provide baked on primer and Valspar Weather-X (silicone polyester) finish coat, 0.9 mil (0.023 mm) minimum dry film thickness.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that foundation, floor slab, mechanical and electrical utilities, and placed anchors are in correct position
- B. Verify that site conditions are acceptable for erection/installation of pre-engineered wood building system.
- C. Coordinate with responsible entity to perform corrective work on unsatisfactory conditions.
- D. Commencement of work by erector/installer is acceptance of site conditions.

3.02 ERECTION - FRAMING

- A. Erect in accordance with manufacturer's instructions and approved shop drawings.
- B. Provide for erection and wind loads. Provide temporary bracing to maintain structure plumb and in alignment until completion of erection and installation of permanent bracing.
- C. Do not field cut or alter structural members without approval.

3.03 ERECTION - WALL AND ROOF PANELS

- A. Install in accordance with manufacturer's instructions.
- B. Exercise care when cutting prefinished material to ensure cuttings do not remain on finish surface.
- C. Fasten cladding system to structural supports, aligned level and plumb.
- D. Locate end laps over supports. End laps minimum 8 inches. Place side laps over bearing.
- E. Provide expansion joints where indicated.
- F. Use exposed fasteners.
- G. Install sealant and gaskets to prevent weather penetration.

3.04 INSTALLATION - ACCESSORIES

A. Install door frames, doors, and overhead doors in accordance with manufacturer's instructions.

B. Seal wall and roof accessories watertight and weather tight with sealant in accordance with Section 07900.

3.05 TOLERANCES

- A. Framing Members: 1/4 inch from level; 1/8 inch from plumb.
- B. Siding and Roofing: 1/8 inch from true position.