
**UNIVERSITY OF SOUTH CAROLINA, AIKEN
USC AIKEN GREENHOUSE SITE WORK**

STATE PROJECT #H29-I337

APRIL 20, 2015

 **GMK**
ASSOCIATES, INC.

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TECHNICAL SPECIFICATIONS

DIVISION 01 -- GENERAL REQUIREMENTS

- 01 2000 - Price and Payment Procedures
- 01 3000 - Administrative Requirements
- 01 3216 - Construction Progress Schedule
- 01 4000 - Quality Requirements
- 01 5000 - Temporary Facilities and Controls
- 01 6000 - Product Requirements
- 01 7800 - Closeout Submittals

DIVISION 03 -- CONCRETE

- 03 2000 - Concrete Reinforcing
- 03 3000 - Cast-in-Place Concrete

DIVISION 04 -- MASONRY

- 04 2200 - Concrete Unit Masonry

DIVISION 22 -- PLUMBING

- 22 0553 - Identification for Plumbing Piping and Equipment
- 22 1005 - Plumbing Piping
- 22 1006 - Plumbing Piping Specialties

DIVISION 31 -- SITE AND INFRASTRUCTURE

- 31 0523 - Cement Concrete Paving
- 31 2000 - Earth Moving
- 31 2500 - Erosion and Sedimentation Control

DIVISION 32 -- EXTERIOR IMPROVEMENTS

- 32 9200 - Turf and Grasses

DIVISION 33 -- UTILITIES

- 33 1100 - Water Distribution System

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SE-310 INVITATION FOR CONSTRUCTION SERVICES

PROJECT NAME: USC Aiken Greenhouse Sitework

PROJECT NUMBER: H29-1337

PROJECT LOCATION: University of South Carolina - Aiken, Aiken, SC

BID SECURITY REQUIRED? Yes No

PERFORMANCE BOND REQUIRED? Yes No

PAYMENT BOND REQUIRED? Yes No

NOTE: Contractor may be subject to a performance appraisal at the close of the project.

CONSTRUCTION COST RANGE: \$ 50,000 - 75,000

DESCRIPTION OF PROJECT: The project consists of sitework, utilities, foundations, building base, etc in preparation of an owner provided and installed greenhouse kit. The contractor is responsible for the installation and coordination of the owner provided anchor bolts. The anchor bolts should be installed to meet template requirements for the greenhouse kit. Minority and small business participation is encouraged.

BIDDING DOCUMENTS/PLANS MAY BE OBTAINED FROM: http://purchasing.sc.edu (see Facilities Construction Solicitations & Awards)

PLAN DEPOSIT AMOUNT: \$ _____ IS DEPOSIT REFUNDABLE Yes No N/A

Bidders must obtain Bidding Documents/Plans from the above listed source(s) to be listed as an official plan holder. Only those Bidding Documents/Plans obtained from the above listed source(s) are official. Bidders that rely on copies of Bidding Documents/Plans obtained from any other source do so at their own risk. All written communications with official plan holders & bidders WILL WILL NOT be via email or website posting.

IN ADDITION TO THE ABOVE OFFICIAL SOURCE(S), BIDDING DOCUMENTS/PLANS ARE ALSO AVAILABLE AT:

Bidders are responsible for obtaining all updates to bidding documents from the USC Purchasing website. (http://purchasing.sc.edu)

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

A-E NAME: GMK Associates, Inc.

A-E CONTACT: Jerome K. Simons

A-E ADDRESS: Street/PO Box: 1201 Main St, Suite 2100

City: Columbia

State: SC

ZIP: 29201-

EMAIL: JSimons@gmka.com

TELEPHONE: (803) 256-0000

FAX: (803) 255-7243

AGENCY: University of South Carolina

AGENCY PROJECT COORDINATOR: Kathleen Alley

ADDRESS: Street/PO Box: 743 Greene Street

City: Columbia

State: SC

ZIP: 29208-

EMAIL: KAlley@fmc.sc.edu

TELEPHONE: (803) 777-5356

FAX: (803) 777-7334

PRE-BID CONFERENCE: Yes No

MANDATORY ATTENDANCE: Yes No

PRE-BID DATE: 5/5/2015

TIME: 10:00 AM

PLACE: USCA - Supply & Maintenance Shop, Bldg 908,

471 University Pkwy, Aiken, SC

BID CLOSING DATE: 5/19/2015

TIME: 3:00 pm

PLACE: 743 Greene Street, Room 53, Columbia, SC 29208

BID DELIVERY ADDRESSES:

HAND-DELIVERY:

Attn: Kathleen Alley (BID ENCLOSED)

743 Greene Street

Columbia, SC 29208

MAIL SERVICE:

Attn: Kathleen Alley (BID ENCLOSED)

743 Greene Street

Columbia, SC 29208

IS PROJECT WITHIN AGENCY CONSTRUCTION CERTIFICATION? (Agency MUST check one)

Yes

No

APPROVED BY: _____

(OSE Project Manager)

DATE: _____

AIA Document A701
Instructions to Bidders

Original AIA Document on file at:
Office of Facilities, Planning, and Construction
743 Greene Street
Columbia, SC 29208

OSE FORM 00201**STANDARD SUPPLEMENTAL INSTRUCTIONS TO BIDDERS****AGENCY:** University of South Carolina**PROJECT NAME:** USC Aiken Greenhouse Sitework**PROJECT NUMBER:** H29-I337**PROJECT LOCATION:** University of South Carolina - Aiken, Aiken, SC**PROCUREMENT OFFICER:** Kathleen Alley**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 the 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 Notice of Intent to Award (SE-370), and other sample bidding and contract forms. The proposed Contract Documents consist of the form of Agreement between the Owner and Contractor, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda issued prior to execution of the Contract, and other documents set forth in the Bidding Documents. Any reference in this document to the Agreement between the Owner and Contractor, AIA Document A101, or some abbreviated reference thereof, shall mean the AIA A101, 2007 Edition as modified by OSE Form 00501 – Standard Modification to Agreement between Owner and Contractor. Any reference in this document to the General Conditions of the Contract for Construction, AIA Document A201, or some abbreviated reference thereof, shall mean the AIA A201, 2007 Edition as modified by OSE Form 00811 – Standard Supplementary Conditions.

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

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

2.4 *In Section 2.1.1:*

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

Insert the following at the end of this section:

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

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

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

2.6 *Insert the following Sections 2.2 through 2.6:*

2.2 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

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

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

- A. By submitting a 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—
 - a. Those prices;
 - b. The intention to submit a bid; or
 - c. 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 a 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.
 - a. 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.a, the term "principals" means the person(s) in the bidder's organization responsible for determining the prices offered in this bid];
 - b. As an authorized agent, does certify that the principals referenced in subdivision B.2.a 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
 - c. 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 a Bid, Bidder certifies, to the best of its knowledge and belief, that—
- a. Bidder and/or any of its Principals-
 - (i) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;
 - (ii) Have not, within a three-year period preceding this bid, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of bids; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
 - (iii) 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.a.(ii) of this provision.
 - b. 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, Bidder 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.

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STANDARD SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

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 a Bidder is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

2.5 ETHICS CERTIFICATE

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

2.6 RESTRICTIONS APPLICABLE TO BIDDERS & GIFTS

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

2.7 IRAN DIVESTMENT ACT CERTIFICATION

(a) The Iran Divestment Act List is a list published by the Board pursuant to Section 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at the following URL: <http://procurement.sc.gov/PS/PS-iran-divestment.phtml>(.) Section 11-57-310 requires the government to provide a person ninety days written notice before he is included on the list. The following representation, which is required by Section 11-57-330(A), is a material inducement for the State to award a contract to you. (b) By signing your Offer, you certify that, as of the date you sign, you are not on the then-current version of the Iran Divestment Act List. (c) You must notify the Procurement Officer immediately if, at any time before posting of a final statement of award, you are added to the Iran Divestment Act List.

- 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.

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STANDARD SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

- 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.
- 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.
- 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.

OSE FORM 00201**STANDARD SUPPLEMENTAL INSTRUCTIONS TO BIDDERS****2.21** *Delete Section 4.1.5 and substitute the following:*

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

2.22 *Delete Section 4.1.6 and substitute the following:*

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

2.23 *Delete Section 4.1.7 and substitute the following:*

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

2.24 *Delete Section 4.2.1 and substitute the following:*

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

2.25 *Delete Section 4.2.2 and substitute the following:*

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

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

2.26 *Delete Section 4.2.3 and substitute the following:*

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

2.27 *Insert the following Section 4.2.4:*

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

2.28 *Delete Section 4.3.1 and substitute the following:*

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

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

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.

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.*

OSE FORM 00201**STANDARD SUPPLEMENTAL INSTRUCTIONS TO BIDDERS****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."***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 (Available through SC Department of Revenue).

OSE FORM 00201**STANDARD SUPPLEMENTAL INSTRUCTIONS TO BIDDERS****9.2 CONTRACTOR LICENSING**

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

9.3 SUBMITTING CONFIDENTIAL INFORMATION

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

9.4 POSTING OF INTENT TO AWARD

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

Room or Area of Posting: Lobby

Building Where Posted: Facilities Management Center

Address of Building: 743 Greene Street, Columbia, SC 29208

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

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

9.5 PROTEST OF SOLICITATION OR AWARD

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

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

A. by email to protest-ose@mmo.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.

OSE FORM 00201

STANDARD SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

9.6 SOLICITATION INFORMATION FROM SOURCES OTHER THAN OFFICIAL SOURCE

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

9.7 BUILDER'S RISK INSURANCE

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

9.8 TAX CREDIT FOR SUBCONTRACTING WITH MINORITY FIRMS

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

9.9 OTHER SPECIAL CONDITIONS OF THE WORK

None

END OF DOCUMENT

Note: AIA Document A310

Contractor to Provide

Bid Bond

In the form of

AIA A310

**SE-330
LUMP SUM BID FORM**

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

BID SUBMITTED BY: _____
(Bidder's Name)

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

FOR: PROJECT NAME: USC Aiken Greenhouse Sitework
PROJECT NUMBER: H29-I337

OFFER

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

§ 2. Pursuant to Section 11-35-3030(1) of the SC Code of Laws, as amended, Bidder has submitted Bid Security as follows in the amount and form required by the Bidding Documents:

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

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

(Bidder, check all that apply. Note, there may be more boxes than actual addenda. Do not check boxes that do not apply)

- ADDENDA:** #1 #2 #3 #4 #5

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

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

§ 6.1 **BASE BID WORK** *(as indicated in the Bidding Documents and generally described as follows):* The project consists of sitework, utilities, foundations, building base, etc in preparation of an owner provided and installed greenhouse kit. The contractor is responsible for the installation and coordination of the owner provided anchor bolts. The anchor bolts should be installed to meet template requirements for the greenhouse kit.

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

(Bidder - insert Base Bid Amount on line above)

**SE-330
LUMP SUM BID FORM**

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

ALTERNATE # 1 (Brief Description): _____

ADD TO or **DEDUCT FROM BASE BID: \$** _____

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

ALTERNATE # 2 (Brief Description): _____

ADD TO or **DEDUCT FROM BASE BID: \$** _____

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

ALTERNATE # 3 (Brief Description): _____

ADD TO or **DEDUCT FROM BASE BID: \$** _____

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

§ 6.3 **UNIT PRICES:**

BIDDER offers for the Agency's consideration and use, the following **UNIT PRICES**. The **UNIT PRICES** offered by **BIDDER** indicate the amount to be added to or deducted from the **CONTRACT SUM** for each item-unit combination. **UNIT PRICES** include all costs to the Agency, including those for materials, labor, equipment, tools of trades and labor, fees, taxes, insurance, bonding, overhead, profit, etc. The Agency reserves the right to include or not to include any of the following **UNIT PRICES** in the Contract and to negotiate the **UNIT PRICES** with **BIDDER**.

<u>No.</u>	<u>ITEM</u>	<u>Unit of Measure</u>	<u>ADD</u>	<u>DEDUCT</u>
<u>1.</u>	_____	_____	<u>\$</u> _____	<u>\$</u> _____
<u>2.</u>	_____	_____	<u>\$</u> _____	<u>\$</u> _____
<u>3.</u>	_____	_____	<u>\$</u> _____	<u>\$</u> _____
<u>4.</u>	_____	_____	<u>\$</u> _____	<u>\$</u> _____
<u>5.</u>	_____	_____	<u>\$</u> _____	<u>\$</u> _____
<u>6.</u>	_____	_____	<u>\$</u> _____	<u>\$</u> _____

SE-330
LUMP SUM BID FORM

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

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

SUBCONTRACTOR CLASSIFICATION By License Classification and/or Subclassification <i>(Completed by Owner)</i>	SUBCONTRACTOR'S PRIME CONTRACTOR'S NAME <i>(Must be completed by Bidder)</i>	SUBCONTRACTOR'S PRIME CONTRACTOR'S SC LICENSE NUMBER <i>(Requested, but not Required)</i>
BASE BID		
n/a		
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 FORM

**INSTRUCTIONS FOR
SUBCONTRACTOR LISTING**

1. Section 7 of the Bid Form sets forth a list of subcontractor classifications for which Bidder is required to identify by name the subcontractor(s) Bidder will use to perform the work of each listed classification. 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 classifications 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 classification 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 classification.
5. If Bidder intends to use multiple subcontractors to perform the work of a single classification 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 classification listing and to use one or more subcontractors to perform the remaining work for that classification 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 classification listing, Bidder must clearly set forth on the Bid Form such intent. Bidder may accomplish this by simply inserting the word "and" between the names of each entity listed for that classification. 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 Form 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 classification will render the Bid non-responsive.

SE-330**LUMP SUM 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 Construction Services, 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 60 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 amount of \$ 200.00 for each Calendar Day the actual construction time required to achieve Substantial Completion exceeds the specified or adjusted time for Substantial Completion as provided in the Contract Documents. This amount 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 laws 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 FORM**

CONTRACTOR'S CLASSIFICATIONS AND SUBCLASSIFICATIONS WITH LIMITATION

SC Contractor's License Number(s): _____

Classification(s) & Limits: _____

Subclassification(s) & Limits: _____

By signing this Bid, the person signing reaffirms all representation and certification made by both the person signing and the Bidder, including without limitation, those appearing in Article 2 of the Instructions to Bidders, is expressly incorporated by reference.

BIDDER'S LEGAL NAME: _____

ADDRESS: _____

TELEPHONE: _____

EMAIL: _____

SIGNATURE: _____ **DATE:** _____

PRINT NAME: _____

TITLE: _____

AIA Document A101

Standard Form of Agreement Between Owner and Contractor

Original AIA Document on file at:

Office of Facilities, Planning, and Construction

743 Greene Street

Columbia, SC 29208

OSE FORM 00501

STANDARD MODIFICATIONS TO AGREEMENT BETWEEN OWNER AND CONTRACTOR

AGENCY: University of South Carolina

PROJECT NAME: USC Aiken Greenhouse Sitework

PROJECT NUMBER: H29-I337

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 3.3 and substitute the following:*

3.3 The Contract Time as provided in Section 9(a) of the Bid Form (SE-330) for this Project shall be measured from the Date of Commencement. 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%)."

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."*

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

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: Assistant Director of USC Facilities Design & Construction

Address: 743 Greene Street, Columbia, SC 29208

Telephone: (803) 777-5500

FAX: n/a

Email: tnopal@fmc.sc.edu

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

Name: Troy Green

Title: Project Manager

Address: 743 Greene Street, Columbia, SC 29208

Telephone: (803) 777-8256

FAX: n/a

Email: green@fmc.sc.edu

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

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

Name: TBD

Title: _____

Address: _____

Telephone: _____

FAX: _____

Email: _____

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: TBD

Title: _____

Address: _____

Telephone: _____

FAX: _____

Email: _____

2.14 Add the following Section 8.6.1:

8.6.1 The Architect's representative:

Name: Jerome Simons

Title: Architect - GMK Associates, Inc.

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

Telephone: (803) 256-0000

FAX: (803) 255-7243

Email: JSimons@gmka.com

OSE FORM 00501

STANDARD MODIFICATIONS TO AGREEMENT BETWEEN OWNER AND CONTRACTOR

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

Invitation for Construction Services (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)

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

END OF DOCUMENT

AIA Document A201
General Conditions of the Contract for Construction

Original AIA Document on file at:
Office of Facilities, Planning, and Construction
743 Greene Street
Columbia, SC 29208

OSE FORM 00811
STANDARD SUPPLEMENTARY CONDITIONS

AGENCY: University of South Carolina

PROJECT NAME: USC Aiken Greenhouse Sitework

PROJECT NUMBER: H29-I337

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.

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.

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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.

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.

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- 3.17** *Insert the following at the end of Section 3.6:*
The Contractor shall comply with the requirements of Title 12, Chapter 9 of the South Carolina Code of Laws, as amended, regarding withholding tax for nonresidents, employees, contractors and subcontractors.
- 3.18** *In Section 3.7.1, delete the words “the building permit as well as for other” and insert the following sentence at the end of this section:*
Pursuant to Title 10, Chapter 1, Section 180 of the South Carolina Code of Laws, as amended, no local general or specialty building permits are required for state buildings.
- 3.19** *Delete the last sentence of Section 3.7.5 and substitute the following:*
Adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 7.3.3.
- 3.20** *Delete the last sentence of Section 3.8.2.3 and substitute the following:*
The amount of the Change Order shall reflect the difference between actual costs, as documented by invoices, and the allowances under Section 3.8.2.1.
- 3.21** *In Section 3.9.1, insert a comma after the word “superintendent” in the first sentence and insert the following after the inserted comma:*
acceptable to the Owner,
- 3.22** *Delete Section 3.9.2 and substitute the following:*
3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner the name and qualifications of a proposed superintendent. The Owner may reply within 14 days to the Contractor in writing stating (1) whether the Owner has reasonable objection to the proposed superintendent or (2) that the Owner requires additional time to review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection.
- 3.23** *After the first sentence in Section 3.9.3, insert the following sentence:*
The Contractor shall notify the Owner, in writing, of any proposed change in the superintendent, including the reason therefore, prior to making such change.
- 3.24** *Delete Section 3.10.3 and substitute the following:*
3.10.3 Additional requirements, if any, for the constructions schedule are as follows:
(Check box if applicable to this Contract)
 The construction schedule shall be in a detailed precedence-style critical path management (CPM) or primavera-type format satisfactory to the Owner and the Architect that shall also (1) provide a graphic representation of all activities and events that will occur during performance of the work; (2) identify each phase of construction and occupancy; and (3) set forth dates that are critical in ensuring the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents (hereinafter referred to as “Milestone Dates”). Upon review and acceptance by the Owner and the Architect of the Milestone Dates, the construction schedule shall be deemed part of the Contract Documents and attached to the Agreement as Exhibit “A.” If not accepted, the construction schedule shall be promptly revised by the Contractor in accordance with the recommendations of the Owner and the Architect and resubmitted for acceptance. The Contractor shall monitor the progress of the Work for conformance with the requirements of the construction schedule and shall promptly advise the Owner of any delays or potential delays. Whenever the approved construction schedule no longer reflects actual conditions and progress of the work or the Contract Time is modified in accordance with the terms of the Contract Documents, the Contractor shall update the accepted construction schedule to reflect such conditions. In the event any progress report indicates any delays, the Contractor shall propose an affirmative plan to correct the delay, including overtime and/or additional labor, if necessary. In no event shall any progress report constitute an adjustment in the Contract Time, any Milestone Date, or the Contract Sum unless any such adjustment is agreed to by the Owner and authorized pursuant to Change Order.
- 3.25** *Add the following Section 3.10.4:*
3.10.4 Owner’s review and acceptance of Contractor’s schedule is not conducted for the purpose of either determining its accuracy and completeness or approving the construction means, methods, techniques, sequences or procedures. The Owner’s approval shall not relieve the Contractor of any obligations. Unless expressly addressed in a Modification, the Owner’s approval of a schedule shall not change the Contract Time.

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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 opening words "The Contractors shall."*

3.29 *Add the following Sections 3.13.2 and 3.13.3:*

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

3.13.3 The Contractor and any entity for which 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 in Section 5.2.3.
- 3.44** *Add the following Section 5.2.6:*
- 5.2.6** The Iran Divestment Act List is a list published by the Board pursuant to Section 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at the following URL: <http://procurement.sc.gov/PS/PS-iran-divestment.phtm>(.) Consistent with Section 11-57-330(B), the Contractor shall not contract with any person to perform a part of the Work, if, at the time you enter into the subcontract, that person is on the then-current version of the Iran Divestment Act List.
- 3.45** *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 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

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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.

3.46 *Delete the last sentence of Section 5.4.1.*

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

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

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

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

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

3.49 *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.

3.50 *Delete Section 7.2.1 and substitute the following:*

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

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

3.51 *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.

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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 expenditure 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.

3.52 *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.

3.53 *Delete Section 7.3.7 and substitute the following:*

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

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

3.54 *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.

3.55 *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:

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- .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.

3.56 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.

3.57 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.

3.58 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.

3.59 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

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of completed Work during the course of the Project. The Contractor shall update the schedule of values as required by either the Architect or Owner as necessary to reflect:

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

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

3.60 *Delete Section 9.3.1 and substitute the following:*

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

3.61 *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.

3.62 *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,"

3.63 *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.

3.64 *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

3.65 *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.

3.66 *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 have been delivered to the Owner.

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3.67 *In Section 9.8.2, insert the word "written" after the word "comprehensive" and before the word "list."*

3.68 *Delete Section 9.8.3 and substitute the following:*

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

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

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

3.70 *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."*

3.71 *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.

3.72 *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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- 3.73** 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.
- 3.74** 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.
- 3.75** 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.
- 3.76** 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.
- 3.77** 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.
- 3.78** 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.
- 3.79** 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
- 3.80** Delete the language of Section 10.3.6 and substitute the word "Reserved."
- 3.81** 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.
- 3.82** 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.

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- (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.

3.83 *Delete Section 11.1.3 and substitute the following:*

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

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

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

3.84 *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.

3.85 *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.

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

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

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3.88 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.

3.89 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.

3.90 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.

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

3.92 Delete Section 11.3.6 and substitute the following:

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

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

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

3.94 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.

3.95 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.

3.96 Delete Section 11.3.10 and substitute the following:

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

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3.97 *Delete Section 11.4.1 and substitute the following:*

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

3.98 *Delete Section 11.4.2 and substitute the following:*

11.4.2 The Performance and Labor and Material Payment Bonds shall:

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

3.99 *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.

3.100 *Delete Section 12.1.1 and substitute the following:*

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

3.101 *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.*

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

unless otherwise provided in the Contract Documents.

3.103 *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.

3.104 *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.

3.105 *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.

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3.106 *Delete Section 13.3 and substitute the following:*

13.3 WRITTEN NOTICE

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

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

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

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

Unless expressly provided otherwise,

3.108 *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
- 15.6.5** Service of Process

3.109 *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.

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

3.111 *Add the following Sections 13.8 through 13.16:*

13.8 PROCUREMENT OF MATERIALS BY OWNER

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

13.9 INTERPRETATION OF BUILDING CODES

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

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

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

13.11 SEVERABILITY

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

13.12 ILLEGAL IMMIGRATION

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

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)

3.112 Delete Section 14.1.1 and substitute the following:

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

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

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3.113 *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.

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

3.115 *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.

3.116 *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.*

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

3.118 *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.

3.119 *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.

3.120 *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.

3.121 *Delete Section 14.4.2 and substitute the following:*

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

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

3.122 *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.

3.123 *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.

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

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

14.5 CANCELLATION AFTER AWARD BUT PRIOR TO PERFORMANCE

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

3.124 *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.

3.125 *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.

3.126 *Delete Section 15.1.3 and substitute the following:*

15.1.3 CONTINUING CONTRACT PERFORMANCE

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

3.127 *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.

3.128 *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) 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 and days the contractor was already scheduled to work. The remedy for this condition is for an extension of time only and is exclusive of all other rights and remedies available under the Contract Documents or imposed or available by law.
- .3 The Contractor shall submit monthly with their pay application all claims for adverse weather conditions that occurred during the previous month. The Architect shall review each monthly submittal in accordance with Section 15.5 and inform the Contractor and the Owner promptly of its evaluation. Approved days shall be included in the next Change Order issued by the Architect. Adverse weather conditions not claimed within the time limits of this Subparagraph shall be considered to be waived by the Contractor. Claims will not be allowed for adverse weather days that occur after the scheduled (original or adjusted) date of Substantial Completion.

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3.129 *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.

15.1.6.3 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).

3.130 *Add the following Section 15.1.7:*

15.1.7 WAIVER OF CLAIMS AGAINST THE ARCHITECT

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

3.131 *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.*

3.132 *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.

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- 15.5.4** If the Architect requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Architect when the response or supporting data will be furnished or (3) advise the Architect that all supporting data has already been provided. Upon receipt of the response or supporting data, the Architect will render an initial decision in accordance with Section 15.5.5.
- 15.5.5** The Architect will render an initial decision in writing; (1) stating the reasons therefor; and (2) notifying the parties of any change in the Contract Sum or Contract Time or both. The Architect will deliver the initial decision to the parties within two weeks of receipt of any response or supporting data requested pursuant to Section 16.4 or within such longer period as may be mutually agreeable to the parties. If the parties accept the initial decision, the Architect shall prepare a Change Order with appropriate supporting documentation for the review and approval of the parties and the Office of State Engineer. If either the Contractor, Owner, or both, disagree with the initial decision, the Contractor and Owner shall proceed with dispute resolution in accordance with the provisions of Section 15.6.
- 15.5.6** In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

15.6 DISPUTE RESOLUTION

- 15.6.1** If a claim is not resolved pursuant to Section 15.5 to the satisfaction of either party, both parties shall attempt to resolve the dispute at the field level through discussions between Contractor's Representative and Owner's Representative. If a dispute cannot be resolved through Contractor's Representative and Owner's Representative, then the Contractor's Senior Representative and the Owner's Senior Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than twenty-one days after such a request is made, to attempt to resolve such dispute. Prior to any meetings between the Senior Representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute. The meetings required by this Section are a condition precedent to resolution pursuant to Section 15.6.2.
- 15.6.2** If after meeting in accordance with the provisions of Section 15.6.1, the Senior Representatives determine that the dispute cannot be resolved on terms satisfactory to both the Contractor and the Owner, then either party may submit the dispute by written request to South Carolina's Chief Procurement Officer for Construction (CPOC). Except as otherwise provided in Article 15, all claims, claims, or controversies relating to the Contract shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or in the absence of jurisdiction a federal court located in, Richland County, State of South Carolina. Contractor agrees that any act by the State regarding the Contract is not a waiver of either the State's sovereign immunity or the State's immunity under the Eleventh Amendment of the United States 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.

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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.

3.133 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)*

The inspections required for this Work are:

(Indicate which services are required and the provider)

- Civil: TBD by Owner
- Structural: TBD by Owner
- Mechanical: _____
- Plumbing: TBD by Owner
- Electrical: TBD by Owner
- Gas: _____
- Other (list): _____

Remarks: _____

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

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

None

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

See technical specifications.

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

See technical specifications.

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

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

SE-355

PERFORMANCE BOND

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

Name:
Address:

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

Name:
Address:

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

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

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

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

State Project Name: USC Aiken Greenhouse Sitework
State Project Number: H29-I337

Brief Description of Awarded Work, as found on the SE-330 or SE-332, Bid Form: The project consists of sitework, utilities, foundations, building base, etc in preparation of an owner provided and installed greenhouse kit. The contractor is responsible for the installation and coordination of the owner provided anchor bolts. The anchor bolts should be installed to meet template requirements for the greenhouse kit.

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

Name: GMK Associates, Inc.
Address: 1201 Main Street, Suite 2100
Columbia, SC 29201

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

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

DATED this day of, 2
(shall be no earlier than Date of Contract)

BOND NUMBER

CONTRACTOR

By: (Seal)

Print Name:

Print Title:

Witness:

SURETY

By: (Seal)

Print Name:

Print Title: (Attach Power of Attorney)

Witness:

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

SE-355**PERFORMANCE BOND****NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT:**

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

SE-357

LABOR & MATERIAL PAYMENT BOND

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

Name: _____

Address: _____

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

Name: _____

Address: _____

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

Name: University of South Carolina

Address: 743 Greene Street

Columbia, SC 29208

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

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

State Project Name: USC Aiken Greenhouse Sitework

State Project Number: H29-I337

Brief Description of Awarded Work, as found on the SE-330 or SE-332, Bid Form: The project consists of sitework, utilities, foundations, building base, etc in preparation of an owner provided and installed greenhouse kit. The contractor is responsible for the installation and coordination of the owner provided anchor bolts. The anchor bolts should be installed to meet template requirements for the greenhouse kit.

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

Name: GMK Associates, Inc.

Address: 1201 Main Street, Suite 2100

Columbia, SC 29201

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

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

DATED this _____ day of _____, 20____
(shall be no earlier than Date of Contract)

BOND NUMBER _____

CONTRACTOR

SURETY

By: _____
(Seal)

By: _____
(Seal)

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____
(Attach Power of Attorney)

Witness: _____

Witness: _____

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

LABOR AND MATERIAL PAYMENT BOND**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT:**

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Agency to pay for all labor, materials and equipment required for use in the performance of the Contract, which is incorporated herein by reference.
 2. With respect to the Agency, this obligation shall be null and void if the Contractor:
 - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants; and
 - 2.2 Defends, indemnifies and holds harmless the Agency from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Contract.
 3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
 4. With respect to Claimants, and subject to the provisions of Title 29, Chapter 5 and the provisions of §11-35-3030(2)(c) of the SC Code of Laws, as amended, the Surety's obligation under this Bond shall arise as follows:
 - 4.1 Every person who has furnished labor, material or rental equipment to the Contractor or its subcontractors for the work specified in the Contract, and who has not been paid in full therefore before the expiration of a period of ninety (90) days after the date on which the last of the labor was done or performed by him or material or rental equipment was furnished or supplied by him for which such claim is made, shall have the right to sue on the payment bond for the amount, or the balance thereof, unpaid at the time of institution of such suit and to prosecute such action for the sum or sums justly due him.
 - 4.2 A remote claimant shall have a right of action on the payment bond upon giving written notice by certified or registered mail to the Contractor within ninety (90) days from the date on which such person did or performed the last of the labor or furnished or supplied the last of the material or rental equipment upon which such claim is made.
 - 4.3 Every suit instituted upon a payment bond shall be brought in a court of competent jurisdiction for the county or circuit in which the construction contract was to be performed, but no such suit shall be commenced after the expiration of one year after the day on which the last of the labor was performed or material or rental equipment was supplied by the person bringing suit.
 5. When the Claimant has satisfied the conditions of paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
 - 5.1 Send an answer to the Claimant, with a copy to the Agency, within sixty (60) days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 5.2 Pay or arrange for payment of any undisputed amounts.
 - 5.3 The Surety's failure to discharge its obligations under this paragraph 5 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a claim. However, if the Surety fails to discharge its obligations under this paragraph 5, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs to recover any sums found to be due and owing to the Claimant.
 6. Amounts owed by the Agency to the Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the Contractor furnishing and the Agency accepting this Bond, they agree that all funds earned by the contractor in the performance of the Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Agency's prior right to use the funds for the completion of the Work.
 7. The Surety shall not be liable to the Agency, Claimants or others for obligations of the Contractor that are unrelated to the Contract. The Agency shall not be liable for payment of any costs or expenses of any claimant under this bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
 8. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.
 9. Notice to the Surety, the Agency or the Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, the Agency or the contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
 10. By the Contractor furnishing and the Agency accepting this Bond, they agree that this Bond has been furnished to comply with the statutory requirements of the South Carolina Code of Laws, as amended, and further, that any provision in this Bond conflicting with said statutory requirements shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.
 11. Upon request of any person or entity appearing to be a potential beneficiary of this bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
 12. Any dispute, suit, action or proceeding arising out of or relating to this Bond shall be governed by the laws of the State of South Carolina.
- 13. DEFINITIONS**
- 13.1 Claimant: An individual or entity having a direct contract with the Contractor or with a Subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of the Contractor and the Contractor's Subcontractors, and all other items for which a mechanic's lien might otherwise be asserted.
 - 13.2 Remote Claimant: A person having a direct contractual relationship with a subcontractor of the Contractor or subcontractor, but no contractual relationship expressed or implied with the Contractor.
 - 13.3 Contract: The agreement between the Agency and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

SE-380

CHANGE ORDER NO.: _____

CHANGE ORDER TO CONSTRUCTION CONTRACT

AGENCY: University of South Carolina

PROJECT NAME: USC Aiken Greenhouse Sitework

PROJECT NUMBER: H29-I337

CONTRACTOR: _____ CONTRACT DATE: _____

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

ADJUSTMENTS IN THE CONTRACT SUM:

1. Original Contract Sum:		\$
2. Change in Contract Sum by previously approved Change Orders:	\$	
3. Contract Sum prior to this Change Order		\$ 0.00
4. Amount of this Change Order:	\$	
5. New Contract Sum, including this Change Order:		\$ 0.00

ADJUSTMENTS IN THE CONTRACT TIME:

1. Original Substantial Completion Date:		
2. Sum of previously approved increases and decreases in Days:		Days
3. Change in Days for this Change Order		Days
4. New Substantial Completion Date:		

CONTRACTOR ACCEPTANCE:

BY: _____ Date: _____
(Signature of Representative)

Print Name: _____

ARCHITECT RECOMMENDATION FOR ACCEPTANCE:

BY: _____ Date: _____
(Signature of Representative)

Print Name: _____

AGENCY ACCEPTANCE AND CERTIFICATION:

BY: _____ Date: _____
(Signature of Representative)

Print Name: _____

- Change is within Agency Construction Procurement Certification of: \$ _____
- Change is not within Agency Construction Procurement Certification of: \$ _____

Office of the State Engineer Authorization for change exceeding Agency Construction Procurement Certification:

AUTHORIZED BY: _____ DATE: _____
(OSE Project Manager)

USC SUPPLEMENTAL GENERAL CONDITIONS FOR CONSTRUCTION PROJECTS

WORK AREAS

1. The Contractor shall maintain the job site in a safe manner at all times. This includes (but is not limited to) the provision and/or maintenance of lighting, fencing, barricades around obstructions, and safety and directional signage.
2. Contractor's employees shall take all reasonable means not to interrupt the flow of student traffic in building corridors, lobbies, stairs and exterior walks. All necessary and reasonable safety precautions shall be taken to prevent injury to building occupants while transporting materials and equipment through the work area. Providing safe, accessible, plywood-shielded pedestrian ways around construction may be required if a suitable alternative route is not available.
3. At the beginning of the project, the USC Project Manager will establish the Contractor's lay-down area. This area will also be used for the Contractor's work vehicles. The lay-down area will be clearly identified to the contractor by the Project Manager, with a sketch or drawing provided to USC Parking Services. In turn, Parking Services will mark off this area with a sign containing the project name, Project Manager's 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 Project Manager. The area will be maintained in a neat and orderly fashion.
4. Work vehicles parked in the lay down area (or designated parking areas) will be clearly marked and display a USC-furnished placard for identification. No personal vehicles will be allowed in this area, or in any areas surrounding the construction site. Personal vehicles must be parked in the perimeter parking lots or garages. Temporary parking permits can be obtained at the Contractor's expense at the USC Parking Office located in the Pendleton Street parking garage. Refer to the CAMPUS VEHICLE EXPECTATIONS (below) for additional information.
5. Contractor is responsible for removal of all debris from the site, and is required to provide the necessary dumpsters which will be emptied on a regular basis. 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.
6. The Contractor shall be responsible for erosion and sediment control measures where ground disturbances are made.

PROJECT FENCING

7. All construction projects with exterior impacts shall have construction fencing at the perimeter. Fencing shall be 6' chain link with black or green privacy fabric (80-90% blockage). For fence panels with footed stands, sandbag weights shall be placed on the inside of the fence. Ripped sandbags shall be replaced immediately.
8. For projects with long fencing runs and/or high profile locations, decorative USC banners shall be used on top of privacy fabric; banners should be used at a ratio of one banner for every five fence panels. USC Project Manager will make arrangements for banner delivery for Contractor to hang.
9. The use of plastic safety fencing is discouraged and shall only be used on a temporary basis (less than four weeks) where absolutely necessary. Safety fencing shall be a neon yellow-green, high-

visibility fencing equal to 'Kryptonight' by Tenax. Safety fencing shall be erected and maintained in a neat and orderly fashion throughout the project.

10. Vehicles and all other equipment shall be contained within a fenced area if they are on site for more than 3 consecutive calendar days.

BEHAVIOR

11. Fraternalization between Contractor's employees and USC students, faculty or staff is strictly prohibited.
12. USC will not tolerate rude, abusive or degrading behavior on the job site. Heckling and cat-calling directed toward students, faculty or staff or any other person on USC property is strictly prohibited. Any contractor whose employees violate this requirement will be assessed a fine of up to \$500 per violation.
13. Contractor's employees must adhere to the University's policy of maintaining a drug-free and tobacco-free campus.

HAZARDOUS MATERIALS & SAFETY COMPLIANCE

14. A USC Permit to Work must be signed prior to any work being performed by the general contractor or sub-contractor(s).
15. 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). Upon request, the contractor will submit all Safety Programs and Certificates of Insurance to the University for review.
16. Contractor must notify the University immediately upon the discovery of suspect material which may contain asbestos or other such hazardous materials. These materials must not be disturbed until approved by the USC Project Manager.
17. In the event of an OSHA inspection, the Contractor shall immediately call the Facilities Call Center, 803-777-4217, and report that an OSHA inspector is on site. An employee from USC's Safety Unit will arrive to assist in the inspection.

LANDSCAPE & TREE PROTECTION

18. In conjunction with the construction documents, the USC Arborist shall direct methods to minimize damage to campus trees. Tree protection fencing is required to protect existing trees and other landscape features to be affected by a construction project. The location of this fence will be evaluated for each situation with the USC Arborist, Landscape Architect and Project Manager. Tree protection fencing may be required along access routes as well as within the project area itself. Fence locations may have to be reset throughout the course of the project.
19. The tree protection fence shall be 6' high chain link fence with 80-90% privacy screening unless otherwise approved by USC Arborist and/or Landscape Architect. If the tree protection fence is completely within a screened jobsite fence perimeter, privacy fabric is not required. In-ground fence posts are preferred in most situations for greater protection. If utility or pavement conflicts are present, fence panels in footed stands are acceptable. See attached detail for typical tree protection fencing.
20. No entry, vehicle parking, 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.

21. Where it is necessary to cross walks, tree root zones (i.e., under canopy) or lawns the following protective measures shall be taken:
 - a. For single loads up to 9,000 lbs., a 3/4" minimum plywood base shall be placed over 4" of mulch.
 - b. For single loads over 9,000 lbs., two layers of 3/4" plywood shall be placed over 4" of mulch.
 - c. Plywood sheets shall be replaced as they deteriorate or delaminate with exposure.
 - d. For projects requiring heavier loads, a construction entry road consisting of 10' X 16' oak logging mats on 12" coarse, chipped, hardwood base. Mulch and logging mats shall be supplemented throughout the project to keep matting structurally functional.
22. Damage to any trees during construction shall be assessed by the USC Arborist, who will stipulate what action will be taken for remediation of damage. The cost of any and all remediation will be assumed by the contractor at no additional cost to the project. Compensation for damages may be assessed up to \$500 per caliper inch of tree (up to 8") and \$500 per inch of diameter at breast height (for trees over 8").
23. Damage to trunks and limbs, as well as disturbance of the root zone under the dripline of tree, including compaction of soil, cutting or filling, or storage of materials, shall qualify as damage and subject to remediation.
24. Any damage to existing pavements or landscaping (including lawn areas and irrigation) will be remediated before final payment is made.

TEMPORARY FACILITIES

25. Contractor will be responsible for providing its own temporary toilet facilities, unless prior arrangements are made with the USC Project Manager.
26. Use of USC communications facilities (telephones, computers, etc.) by the Contractor is prohibited, unless prior arrangements are made with the USC Project Manager.

CAMPUS KEYS

27. 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.

WELDING

28. A welding (hot work) permit must be issued by the University Fire Marshall before any welding can begin inside a building. The USC Project Manager will coordinate.

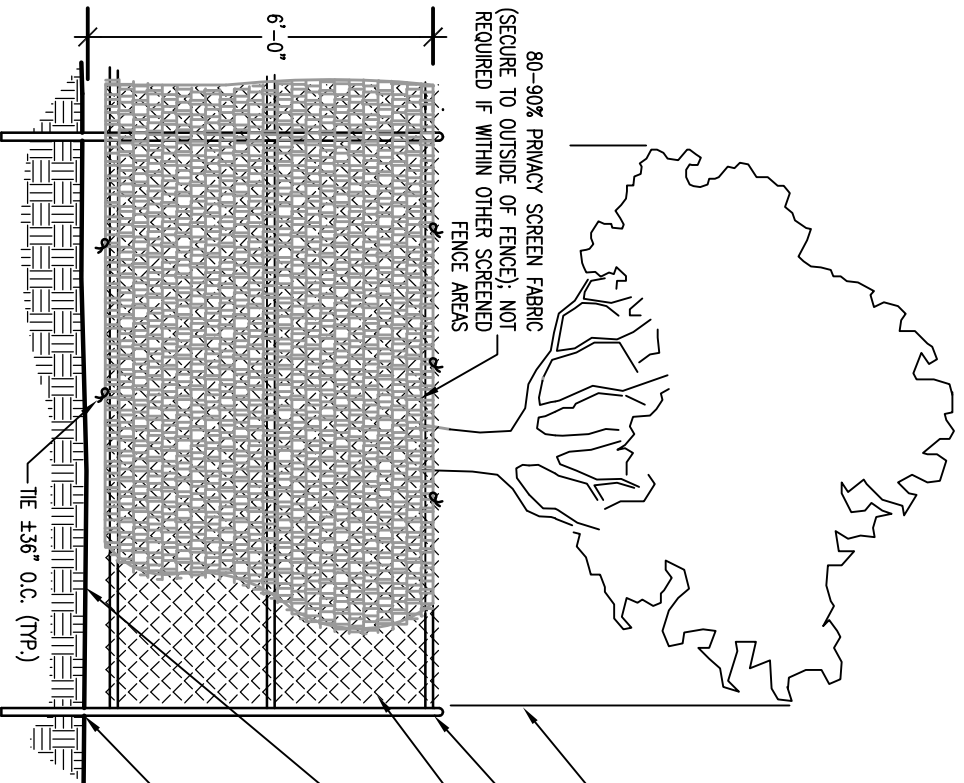
PROJECT EVALUATION & CLOSE-OUT

29. For all projects over \$100,000, including IDCs, a Contractor Performance Evaluation (SE 397) will be 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 by the USC Project Manager and a Construction Performance rating will be established.
30. 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.

CAMPUS VEHICLE EXPECTATIONS

31. Personal vehicles must be parked in the perimeter parking lots or garages. Temporary parking permits can be obtained at the Contractor's expense at the USC Parking Office located in the Pendleton Street parking garage.
32. All motorized vehicle traffic on USC walkways and landscape areas must be approved by the USC Project Manager and Parking Division, have a USC parking placard, and be parked within the approved laydown area. Violators may be subject to ticketing, towing and fines.
33. All motorized vehicles that leak or drip liquids are prohibited from traveling or parking on walks or landscaped areas.
34. Drivers of equipment or motor vehicles that damage university hardscape or landscape will be held responsible for damages and restoration expense.
35. 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.
36. All drivers of equipment and vehicles shall be respectful of University landscape, equipment, structures, fixtures and signage.
37. All incidents of property damage shall be reported to Parking Services or the Work Management Center.



TREE PROTECTION FENCING (IN-GROUND) WITH SCREENING

NOTES:

1. PROVIDE PROTECTION FENCING FOR ALL TREES WITHIN AREA OF DISTURBANCE AND CONSTRUCTION ACCESS.
2. PROTECTION FENCING SHALL BE IN PLACE PRIOR TO BEGINNING CONSTRUCTION.
3. PROTECTION FENCING TO BE PLACED AT THE OUTSIDE OF THE CANOPY DRIPLINE, OR AT A DISTANCE OF ONE FOOT PER ONE INCH OF TREE DIAMETER, MEASURED AT BREAST HEIGHT, WHICHEVER IS LARGER, UNLESS OTHERWISE INDICATED ON LANDSCAPE PLAN OR APPROVED BY UNIVERSITY ARBORIST.
4. IN-GROUND POSTS ARE STANDARD. IF EXISTING ROOTS, UTILITIES OR PAVEMENT PRECLUDE USE OF IN-GROUND POSTS, FOOTED STANDS ARE ACCEPTABLE. SAND BAGS SHALL BE PLACED ON THE INSIDE OF FENCE.
5. DAMAGE TO ANY TREES DURING CONSTRUCTION SHALL BE ASSESSED BY UNIVERSITY ARBORIST AND THE UNIVERSITY ARBORIST SHALL STIPULATE WHAT ACTION WILL BE TAKEN FOR REMEDIATION OF DAMAGE. THE COST OF ANY AND ALL REMEDIATION WILL BE ASSUMED BY CONTRACTOR AT NO ADDITIONAL COST TO THE PROJECT.
6. DISTURBANCE OF ROOT ZONE UNDER DRIPLINE OF TREE, INCLUDING COMPACTION OF SOIL, CUTTING OR FILLING OR STORAGE OF MATERIALS SHALL QUALIFY AS DAMAGE AND SUBJECT TO REMEDIATION.

Project Name: USC Aiken Greenhouse Sitework

Project Number: H29-I337

University of South Carolina

CONTRACTOR'S ONE YEAR GUARANTEE

STATE OF _____

COUNTY OF _____

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

Defects or failures resulting from abuse by Owner.

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

[Name of Contracting Firm]

*By _____

Title _____

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

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

_____ State

My commission expires _____

Technical Specifications

DIVISION 01 -- GENERAL REQUIREMENTS

- 01 2000 - Price and Payment Procedures
- 01 3000 - Administrative Requirements
- 01 3216 - Construction Progress Schedule
- 01 4000 - Quality Requirements
- 01 5000 - Temporary Facilities and Controls
- 01 6000 - Product Requirements
- 01 7800 - Closeout Submittals

DIVISION 03 -- CONCRETE

- 03 2000 - Concrete Reinforcing
- 03 3000 - Cast-in-Place Concrete

DIVISION 04 -- MASONRY

- 04 2200 - Concrete Unit Masonry

DIVISION 22 -- PLUMBING

- 22 0553 - Identification for Plumbing Piping and Equipment
- 22 1005 - Plumbing Piping
- 22 1006 - Plumbing Piping Specialties

DIVISION 31 -- SITE AND INFRASTRUCTURE

- 31 0523 - Cement Concrete Paving
- 31 2000 - Earth Moving
- 31 2500 - Erosion and Sedimentation Control

DIVISION 32 -- EXTERIOR IMPROVEMENTS

- 32 9200 - Turf and Grasses

DIVISION 33 -- UTILITIES

- 33 1100 - Water Distribution System

SECTION 01 2000 - 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 RELATED REQUIREMENTS

- A. Document 00 5200 - Agreement Form: Contract Sum, retainages, payment period.

1.03 SCHEDULE OF VALUES

- A. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit sample to Architect for approval.
- B. Forms filled out by hand will not be accepted.
- C. Submit Schedule of Values in duplicate within 30 days after date of Owner-Contractor Agreement.
- D. 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.
- E. 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. Schedule of allowances.
 - 5. List of principal suppliers and fabricators.
 - 6. Schedule of submittals.
- F. 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.
- G. 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.
- H. Round amounts off to the nearest whole dollar; the total shall equal the Contract Sum.
- I. Include within each line item, a direct proportional amount of Contractor's overhead and profit.
- J. 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.
- K. 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.
- L. Revise schedule to list approved Change Orders, with each Application For Payment.
- 1.04 APPLICATIONS FOR PROGRESS PAYMENTS**
- A. Payment Period: Submit at intervals stipulated in the Agreement.
- 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. 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. List of Contractor's staff assignments.
 7. List of Contractor's principal consultants.
 8. Copies of building permits.
 9. Copies of authorizations and licenses from governing authorities for performance of the Work.
 10. Initial progress report.
 11. Report of pre-construction meeting.
 12. Certificates of insurance and insurance policies.
 13. Performance and payment bonds (if required).
 14. Data needed to acquire Owner's insurance.
 15. Initial settlement survey and damage report, if required.
- E. 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.
- F. Execute certification by signature of authorized officer.
1. Incomplete applications will be returned without action.
- G. 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.
- H. List each authorized Change Order as a separate line item, listing Change Order number and dollar amount as for an original item of Work.
- I. Submit three copies of each Application for Payment.
- J. Waiver Forms: Submit waivers of lien on forms, and executed in a manner, acceptable to Owner.
- K. Include the following with the application:
1. Transmittal letter as specified for Submittals in Section 01 3000.
 2. Construction progress schedule, revised and current as specified in Section 01 3216.
 3. Partial release of liens from major Subcontractors and vendors.
- L. Waiver Delays: Submit each Application for Payment with the Contractor's waiver of mechanics lien for the period of construction covered by the application.
- M. When an application shows completion of an item, submit final or full waivers.
- N. 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.
- O. 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.
- P. 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.
- Q. List of incomplete Work, recognized as exceptions to Architect's Certificate of Substantial Completion.
- R. Contractor is required to assemble and complete information required by SC Department of Health and Environmental Control for project close-out. Copies of these regulations and guidelines are available from SCDHEC or will be given to successful bidder upon start of work. Three copies of all information is required.

1.05 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 01 6000.
- F. Computation of Change in Contract Amount: As specified in the Agreement and Conditions of the Contract.
 1. For change requested by Architect for work falling under a fixed price contract, the amount will be based on Contractor's price quotation.
 2. For change requested by Contractor, the amount will be based on the Contractor's request for a Change Order as approved by Architect.
 3. For pre-determined unit prices and quantities, the amount will be based on the fixed unit prices.
 4. For change ordered by Architect without a quotation from Contractor, the amount will be determined by Architect based on the Contractor's substantiation of costs as specified for Time and Material work.
- G. Substantiation of Costs: Provide full information required for evaluation.
 1. Provide following data:
 - a. Quantities of products, labor, and equipment.
 - b. Taxes, insurance, and bonds.
 - c. Overhead and profit.
 - d. Justification for any change in Contract Time.
 - e. Credit for deletions from Contract, similarly documented.
 2. Support each claim for additional costs with additional information:
 - a. Origin and date of claim.
 - b. Dates and times work was performed, and by whom.
 - c. Time records and wage rates paid.
 - d. Invoices and receipts for products, equipment, and subcontracts, similarly documented.

3. For Time and Material work, submit itemized account and supporting data after completion of change, within time limits indicated in the Conditions of the Contract.
- H. Execution of Change Orders: Architect will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.
- I. After execution of Change Order, promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Sum.
- J. Promptly revise progress schedules to reflect any change in Contract Time, revise sub-schedules to adjust times for other items of work affected by the change, and resubmit.
- K. Promptly enter changes in Project Record Documents.

1.06 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 01 7000.

END OF SECTION 01 2000

SECTION 01 3000 - ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

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

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PRECONSTRUCTION MEETING

- A. Attendance Required:
 - 1. Owner.
 - 2. Architect.
 - 3. Contractor.
- B. 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 and Architect.
 - 6. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
 - 7. Scheduling.
- C. 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 SITE MOBILIZATION MEETING

- A. Attendance Required:
 - 1. Contractor.
 - 2. Owner.
 - 3. Contractor's Superintendent.
 - 4. Major Subcontractors.
- B. Agenda:
 - 1. Use of premises by Owner and Contractor.
 - 2. Owner's requirements and occupancy prior to completion.
 - 3. Construction facilities and controls provided by Owner.
 - 4. Temporary utilities provided by Owner.
 - 5. Survey and building layout.
 - 6. Security and housekeeping procedures.
 - 7. Schedules.

8. Application for payment procedures.
 9. Procedures for testing.
 10. Procedures for maintaining record documents.
 11. Requirements for start-up of equipment.
 12. Inspection and acceptance of equipment put into service during construction period.
- C. 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.

3.03 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the Work at maximum monthly intervals.
- B. Attendance Required: Job superintendent, major Subcontractors and suppliers, Owner, Architect, as appropriate to agenda topics for each meeting.
- C. 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. Maintenance of progress schedule.
 7. Corrective measures to regain projected schedules.
 8. Planned progress during succeeding work period.
 9. Maintenance of quality and work standards.
 10. Effect of proposed changes on progress schedule and coordination.
 11. Other business relating to Work.
- D. 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 SUBMITTALS FOR REVIEW

- A. When the following are specified in individual sections, submit them for review:
1. Product data.
 2. Shop drawings.
 3. Samples for selection.
 4. Samples for verification.
- 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. Samples will be reviewed only for aesthetic, color, or finish selection.
- D. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below and for record documents purposes described in Section 01 7800 - CLOSEOUT SUBMITTALS.

3.05 SUBMITTALS FOR INFORMATION

- A. When the following are specified in individual sections, submit them for information:
1. Design data.
 2. Certificates.
 3. Test reports.
 4. Inspection reports.

5. Manufacturer's instructions.
 6. Manufacturer's field reports.
 7. Other types indicated.
- B. Submit for Architect's knowledge as contract administrator or for Owner. No action will be taken.

3.06 SUBMITTALS FOR PROJECT CLOSEOUT

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

3.07 NUMBER OF COPIES OF SUBMITTALS

- A. Documents for Review:
1. Small Size Sheets, Not Larger Than 8-1/2 x 11 inches: Submit the number of copies that Contractor requires, plus two copies that will be retained by Architect.
- B. Documents for Information: Submit two copies.
- C. Samples: Submit the number specified in individual specification sections; one of which will be retained by Architect.
1. After review, produce duplicates.
 2. Retained samples will not be returned to Contractor unless specifically so stated.

3.08 SUBMITTAL PROCEDURES

- A. Transmit each submittal with a copy of approved submittal form.
- B. Sequentially number the transmittal form. Revise submittals with original number and a sequential alphabetic suffix.
- C. Identify Project, Contractor, Subcontractor or supplier; pertinent drawing and detail number, and specification section number, as appropriate on each copy.
- D. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of Products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents.
- E. Schedule submittals to expedite the Project, and coordinate submission of related items.
- F. For each submittal for review, allow 15 days excluding delivery time to and from the Contractor.
- G. Identify variations from Contract Documents and Product or system limitations that may be detrimental to successful performance of the completed Work.
- H. Provide space for Contractor and Architect review stamps.
- I. When revised for resubmission, identify all changes made since previous submission.
- J. Distribute reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.
- K. Submittals not requested will not be recognized or processed.

END OF SECTION 01 3000

SECTION 01 3216 - 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 01 3000.

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 01 2000.
- 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.

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6. Status of corrective work ordered by the Architect

END OF SECTION 01 3216

SECTION 01 4000 - 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 RELATED REQUIREMENTS

- A. Document 00 7200 - General Conditions: Inspections and approvals required by public authorities.
- B. Section 01 3000 - Administrative Requirements: Submittal procedures.
- C. Section 01 6000 - Product Requirements: Requirements for material and product quality.

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. Owner will employ and pay for services of an independent testing agency to perform other specified testing.
- B. 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.
- C. Employment of agency in no way relieves Contractor of obligation to perform Work in accordance with requirements of Contract Documents.
- D. Contractor Employed Agency:
 1. Testing agency: Comply with requirements of ASTM E329, ASTM E 548, ASTM E543, ASTM C1021, ASTM C1077, and ASTM C1093.
 2. Inspection agency: Comply with requirements of ASTM D3740, ASTM E329, and ASTM E548.
 3. Laboratory Staff: Maintain a full time registered Engineer on staff to review services.
 4. 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 01 4000

SECTION 01 5000 - TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Temporary utilities.
- B. Temporary sanitary facilities.
- C. Security requirements.
- D. Vehicular access and parking.
- E. Waste removal facilities and services.
- F. Campus Policy

1.02 SUBMITTALS

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

1.03 QUALITY ASSURANCE

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

1.04 PROJECT CONDITIONS

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

1.05 MATERIALS

- A. General: Provide new materials; if acceptable to the Architect, undamaged previously used materials in serviceable condition may be used. Provide materials suitable for the use intended.
- B. Lumber and Plywood: Comply with requirements in Division-6 Section "Wood Blocking and Curbing"
- C. Gypsum Wallboard: Provide gypsum wallboard complying with requirements of ASTM C 36 on interior walls of temporary offices.

- D. Paint: Comply with requirements of Division-9 Section "Paints and Coatings."
- E. Water: Provide potable water approved by local health authorities.

1.06 EQUIPMENT

- A. General: Provide new equipment; if acceptable to the Architect, undamaged, previously used equipment in serviceable condition may be used. Provide equipment suitable for use intended.
- B. Electrical Outlets: Provide properly configured NEMA polarized outlets to prevent insertion of 110-120 volt plugs into higher voltage outlets. Provide receptacle outlets equipped with ground-fault circuit interrupters, reset button and pilot light, for connection of power tools and equipment.
- C. Electrical Power Cords: Provide grounded extension cords; use "hard-service" cords where exposed to abrasion and traffic. Provide waterproof connectors to connect separate lengths of electric cords, if single lengths will not reach areas where construction activities are in progress.
- D. Temporary Offices: Locate office within the construction site as directed by Owner.
- E. First Aid Supplies: Comply with governing regulations. All accidents or injuries shall be reported to Owner.
- F. Fire Extinguishers: Provide hand-carried, portable UL-rated, class "A" fire extinguishers for temporary offices and similar spaces. In other locations provide hand-carried, portable, UL-rated, class "ABC" dry chemical extinguishers, or a combination of extinguishers of NFPA recommended classes for the exposures.
- G. Comply with NFPA 10 and 241 for classification, extinguishing agent and size required by location and class of fire exposure.
- H. Conditions of Use: Keep temporary services and facilities clean and neat in appearance. Operate in a safe and efficient manner. Take necessary fire prevention measures. Do not overload facilities, or permit them to interfere with progress. Do not allow hazardous dangerous or unsanitary conditions, or public nuisances to develop or persist on the site

1.07 TEMPORARY UTILITIES

- A. Existing facilities may be used.

1.08 TEMPORARY SANITARY FACILITIES

- A. Use of existing facilities is permitted as directed by Owner.

1.09 INTERIOR ENCLOSURES

- A. Provide temporary partitions and ceilings as indicated to separate work areas from Owner-occupied areas, to prevent penetration of dust and moisture into Owner-occupied areas, and to prevent damage to existing materials and equipment.
- B. Construction: Framing and gypsum board sheet materials with closed joints and sealed edges at intersections with existing surfaces:
 - 1. STC rating of 35 in accordance with ASTM E90.
 - 2. Maximum flame spread rating of 75 in accordance with ASTM E84.
- C. Paint surfaces exposed to view from Owner-occupied areas.

1.10 SECURITY

- A. Provide security and facilities to protect Work, existing facilities, and Owner's operations from unauthorized entry, vandalism, or theft.

- B. Except for use of permanent fire protection as soon as available, do not change over from use of temporary security and protection facilities to permanent facilities until Substantial Completion, or longer as requested by the Architect.
- C. Temporary Fire Protection: Until fire protection needs are supplied by permanent facilities, install and maintain temporary fire protection facilities of the types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 10 "Standard for Portable Fire Extinguishers," and NFPA 241 "Standard for Safeguarding Construction, Alterations and Demolition Operations."
- D. Store combustible materials in containers in fire-safe locations
- E. Maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire protection facilities for fighting fires. Prohibit smoking in the building.
- F. Provide supervision of welding operations, combustion type temporary heating units, and similar sources of fire ignition.
- G. Security Enclosure and Lockup: Install substantial temporary enclosure of partially completed areas of construction. Provide locking entrances to prevent unauthorized entrance, vandalism, theft and similar violations of security.
- H. Environmental Protection: Provide protection, operate temporary facilities and conduct construction in ways and by methods that comply with environmental regulations, and minimize the possibility that air, might be contaminated or polluted, or that other undesirable effects might result.
- I. Coordinate with Owner's security program.

1.11 VEHICULAR ACCESS AND PARKING

- A. Coordinate access and haul routes with governing authorities and Owner.
- B. Designated existing on-site roads may be used for construction traffic.
- C. Existing parking areas may be used for construction parking as directed by Owner.

1.12 WASTE REMOVAL

- A. Provide waste removal facilities and services as required to maintain the site in clean and orderly condition.
- B. Provide containers with lids. Remove trash from site periodically.
- C. If materials to be recycled or re-used on the project must be stored on-site, provide suitable non-combustible containers; locate containers holding flammable material outside the structure unless otherwise approved by the authorities having jurisdiction.

1.13 CAMPUS POLICY

- A. Smoking is not allowed by construction personnel.
- B. Food and canned or bottled drinks are prohibited in the areas of interior construction work. Contractor shall provide designated areas for water stations and consumption of food.
- C. Workers not complying with these requirements shall be subject to dismissal.

1.14 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, materials, prior to Substantial Completion inspection.

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B. Restore existing facilities used during construction to original condition.

END OF SECTION

SECTION 01 6000 - 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.

1.02 RELATED REQUIREMENTS

- A. Document 00 2113 - Instructions to Bidders: Product options and substitution procedures prior to bid date.
- B. Section 01 1000 - Summary - : Lists of products to be removed from existing building.
- C. Section 01 4000 - Quality Requirements: Product quality monitoring.

1.03 REFERENCE STANDARDS

- A. NFPA 70 - National Electrical Code; National Fire Protection Association.

1.04 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. DO NOT USE products having any of the following characteristics:
- C. Provide interchangeable components of the same manufacture for components being replaced.
- D. 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.
- E. 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.

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 01 1000 - 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. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- J. 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 01 6000

SECTION 01 7800 - 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 01 3000 - Administrative Requirements: Submittals procedures, shop drawings, product data, and samples.
- B. Section 01 7000 - Execution and Closeout 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. **Source Data:** 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. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.
- F. 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. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.
- C. Panelboard Circuit Directories: Provide electrical service characteristics, controls, and communications; typed.
- D. Include color coded wiring diagrams as installed.
- E. 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.
- F. 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.
- G. Provide servicing and lubrication schedule, and list of lubricants required.
- H. Include manufacturer's printed operation and maintenance instructions.
- I. Include sequence of operation by controls manufacturer.
- J. Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- K. Provide control diagrams by controls manufacturer as installed.
- L. Provide Contractor's coordination drawings, with color coded piping diagrams as installed.
- M. Provide charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.
- N. Provide list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.
- O. Include test and balancing reports.
- P. Safety instructions.
- Q. Additional Requirements: As specified in individual product specification sections.

3.05 ASSEMBLY OF OPERATION AND MAINTENANCE MANUALS

- A. Assemble operation and maintenance data into durable manuals for Owner's personnel use, with data arranged in the same sequence as, and identified by, the specification sections.

- B. Where systems involve more than one specification section, provide separate tabbed divider for each system.
- C. Prepare instructions and data by personnel experienced in maintenance and operation of described products.
- D. Prepare data in the form of an instructional manual.
- E. 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.
- F. 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.
- G. Project Directory: Title and address of Project; names, addresses, and telephone numbers of Architect, Consultants, Contractor and subcontractors, with names of responsible parties.
- H. Tables of Contents: List every item separated by a divider, using the same identification as on the divider tab; where multiple volumes are required, include all volumes Tables of Contents in each volume, with the current volume clearly identified.
- I. Provide heavy duty paper tabbed dividers for each separate product and system, with typed description of product and major component parts of equipment.
- J. Text: Manufacturer's printed data, or typewritten data on 24 pound paper.
- K. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.
- L. Arrange content by systems under section numbers and sequence of Table of Contents of this Project Manual.
- M. 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.
- N. Provide a listing in Table of Contents for design data, with tabbed dividers and space for insertion of data.

- O. 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 01 7800

SECTION 03 2000
CONCRETE REINFORCEMENT

PART 1--GENERAL

1.01 DESCRIPTION

This section specifies reinforcing steel for use in reinforced concrete.

1.02 QUALITY ASSURANCE

A. REFERENCES.

This section contains references to the documents in the following table. They are a part of this section as specified and modified. Where a referenced document contains references to other standards, those documents are included as references under this section as if referenced directly. In the event of conflict between the requirements of this section and those of the listed documents, the requirements of this section shall prevail.

Unless otherwise specified, references to documents shall mean the documents in effect at the time of Advertisement for Bids or Invitation to Bid (or on the effective date of the Agreement if there were no Bids). If referenced documents have been discontinued by the issuing organization, references to those documents shall mean the replacement documents issued or otherwise identified by that organization or, if there are no replacement documents, the last version of the document before it was discontinued. Where document dates are given in the following listing, references to those documents shall mean the specific document version associated with that date, regardless of whether the document has been superseded by a version with a later date, discontinued or replaced.

Reference	Title
ACI 117	Standard Specifications for Tolerances for Concrete Construction and Materials
ACI 315	Details and Detailing of Concrete Reinforcement
ACI 318	Building Code Requirements For Structural Concrete and Commentary
ACI SP-66	ACI Detailing Manual
ASTM A615/A615M REV B	Deformed and Plain Billet-Steel Bars for Concrete Reinforcement
ASTM A706/A706M REV B	Low-Alloy Steel Deformed Bars for Concrete Reinforcement
AWS D1.4	Structural Welding Code--Reinforcing Steel
CRSI-PRB	Recommended Practice for Placing Reinforcing Bars
CRSI-MSP 1	Manual of Standard Practice
FEDSPEC QQ-W-461H	Wire, Steel, Carbon (Round, Bare, and Coated)

B. SHIPPING, HANDLING AND STORAGE.

Reinforcing steel shall be shipped to the jobsite with attached plastic or metal tags having permanent mark numbers which match the shop drawing mark numbers. All reinforcing shall be supported and stored above ground. Use only plastic tags secured to the reinforcing steel bars with nylon or plastic tags for epoxy coated reinforcing steel bars.

C. FABRICATION:

Reinforcing steel bars shall be fabricated in accordance with ACI 315 and the following tolerances:

1. Sheared lengths shall be within +/- 1 inch.
2. Overall dimensions of stirrups, ties, and spirals shall be within +/- ½ inch.
3. All other bends shall be within +0 inch, -½ inch
4. Minimum diameter of bends of reinforcing steel bars shall be as indicated in ACI-318 paragraph 7.2.

1.03 SUBMITTALS

Submittals shall be provided in accordance with Section 01300 and shall include the following:

1. Mill certificates for all reinforcing.
2. Manufacturer and type of proprietary reinforcing steel splices. A current ICC Report and manufacturer's literature that contains instructions and recommendations for each type of coupler used shall be submitted.
3. Manufacturer and type of reinforcing steel adhesive anchor. A current ICC Report and manufacturer's literature that contains instruction and recommendations for each type of adhesive anchor to be used shall be submitted.
4. Qualifications of welding operators, welding processes and procedures.
5. Reinforcing steel shop drawings showing reinforcing steel bar quantities, sizes, spacing, dimensions, configurations, locations, mark numbers, lap splice lengths and locations, concrete cover and reinforcing steel supports. Reinforcing steel shop drawings shall be of sufficient detail to permit installation of reinforcing steel without reference to the contract drawings. Shop drawings shall not be prepared by reproducing the plans and details indicated on the contract drawings but shall consist of completely redrawn plans and details as necessary to indicate complete fabrication and installation of reinforcing steel, including large scale drawings at joints detailing bar placement in congested areas. Placement drawings shall be in accordance with ACI 315. Reinforcing details shall be in accordance with ACI SP-66.

PART 2—PRODUCTS

2.01 BAR REINFORCEMENT

Reinforcing steel bars shall be deformed billet steel in conformance with ASTM A615, Grade 60. Bars to be welded shall be deformed billet steel conforming to ASTM A706.

2.02 SMOOTH DOWEL BARS

Smooth dowel bars shall conform to ASTM A615, Grade 60, with a metal end cap at the greased or sliding end to allow longitudinal movement.

2.03 REINFORCING STEEL MECHANICAL SPLICES

Reinforcing steel mechanical splices shall be a positive connecting threaded type mechanical splice system manufactured by Erico, Inc., Dayton Superior, Williams Form Engineering Company, or approved equal.

Type 1 mechanical splices shall develop in tension or compression a strength of not less than 125 percent of the ASTM specified minimum yield strength of the reinforcement and shall meet all other ACI 318 requirements. Type 1 mechanical splices are typical except for locations noted below where Type 2 mechanical splices are required.

Type 2 mechanical splices shall meet the requirements for a Type 1 mechanical splice, plus develop the ASTM specified tensile strength of the reinforcement. Type 2 mechanical splices shall be provided at locations specifically noted on the design drawings.

2.04 TIE WIRE

The wire shall be minimum 16 gage annealed steel conforming to FEDSPEC QQ-W-461H.

2.05 BAR SUPPORTS

Bar supports coming into contact with forms shall be CRSI Class 1 plastic protected or Class 2 stainless steel protected and shall be located in accordance with CRSI MSP-1 and placed in accordance with CRSI PRB.

1. Manufactured concrete block supports with embedded tie wires (wire dobies) shall be provided for footing and slabs on grade. Do not use brick, broken concrete masonry units, spalls, rocks, construction debris, or similar material for supporting reinforcing steel.
2. Stainless steel or plastic protected plain steel supports shall be provided for other work.

PART 3—EXECUTION

3.01 TOLERANCE

Reinforcing steel placement tolerance shall conform to the requirements of ACI 117, ACI 318, and the following:

1. Reinforcing steel bar clear distance to formed surfaces shall be within +/- ¼ inch of specified clearance and minimum spacing between bars shall be a maximum of ¼ inch less than specified.
2. Reinforcing steel top bars in slabs and beams shall be placed +/- 3/8 inch of specified depth in members 8 inches deep or less and +/- ½ inch of specified depth in members greater than 8 inches deep.
3. Reinforcing steel spacing shall be placed within +/- one bar diameter or +/- 1 inch, whichever is greater.
4. The minimum clear distance between reinforcing steel bars shall be equal to the greater of 1 inch or the reinforcing steel bar diameter for beams, walls and slabs, and the greater of 1 ½ inches or 1.5 times the reinforcing steel bar diameter for columns.
5. Beam and slab reinforcing steel bars shall be threaded through column vertical reinforcing steel bars without displacing the column reinforcing steel bars and still maintain clear distances for beam and slab reinforcing steel bars.

3.02 CONCRETE COVER

Unless specified otherwise on the Drawings, reinforcing steel bar cover shall conform to the following:

1. Reinforcing steel bar cover shall be 3 inches for concrete cast against earth.
2. Reinforcing steel bar cover shall be 2 inches for reinforcing steel bars for formed concrete surfaces exposed to earth and weather.
3. Reinforcing steel bar cover shall be 2 inches for any formed surfaces exposed to or above any liquid.
4. Reinforcing steel bar cover shall be 1 ½ inches for reinforcing not in the above categories unless noted otherwise on the design drawings.

3.03 SPLICING

Reinforcing steel splicing shall conform to the following:

1. Splice lengths in accordance with drawings shall be used for all reinforcing steel bars.
2. Unless noted otherwise on the Drawings, splices in circumferential reinforcement in circular walls shall be staggered. Adjacent hoop reinforcement splices shall be staggered horizontally by not less than one lap length (center of lap below to center of lap above) or 3 feet, whichever is greater, and shall not coincide in vertical arrays more frequently than every third bar.
3. Splicing of reinforcing elements noted as "tension tie" members on the Drawings shall be avoided whenever possible. If splices cannot be avoided, the splices shall be made with full mechanical splice capable of developing at least 125 percent of the specified yield strength of the bar. Splices in adjacent bars shall be staggered at least 30 inches.

4. Splices of reinforcement steel bars not specifically indicated or specified shall be subject to the approval of the Engineer. Mechanical proprietary splice connections may be used when approved by the Engineer or as indicated on the drawings.
6. Welding of reinforcing steel bars is not allowed unless approved by the Engineer.

3.04 CLEANING

Reinforcing steel bars at time of concrete placement shall be free of mud, oil, loose rust, or other materials that may affect or reduce bond. Reinforcing steel bars with rust, mill scale or a combination of both may be accepted without cleaning or brushing provided dimensions and weights including heights of deformation on a cleaned sample are not less than required by applicable ASTM standards.

3.05 PLACEMENT

Reinforcing steel bar placement shall conform to the following:

1. Uncoated reinforcing steel bars shall be supported and fastened together to prevent displacement by construction loads or concrete placement. For concrete placed on ground, furnish concrete block supports or metal bar supports with non-metallic bottom plates. For concrete placed against forms furnish plastic or plastic coated metal chairs, runners, bolsters, spacers and hangers for the reinforcing steel bar support. Only tips in contact with the forms require a plastic coating.
2. Coated reinforcing steel bars shall be fastened together to prevent displacement. Plastic or nylon ties shall be used to hold the coated reinforcing steel bars rigidly in place. The coated reinforcing steel bars shall be supported with plastic or plastic coated chairs, runners, bolsters, spacers and supports as required.
3. Support reinforcing steel bars over cardboard void forms by means of concrete supports which will not puncture or damage the void forms nor impair the strength of the concrete member.
4. Where parallel horizontal reinforcement in beams is indicated to be placed in two or more layers, reinforcing steel bars in the upper layers shall be placed directly over the reinforcing steel bars in the bottom layer with the clear distance between each layer to be 2 inches unless otherwise noted on the Drawings. Spacer reinforcing steel bars shall be placed at a maximum of 3'-0" on center to maintain the minimum clear spacing between layers.
5. Reinforcement shall be extended to within 2 inches of formed edges and 3 inches of the concrete perimeter when concrete is placed against earth.
6. Reinforcing steel bars shall not be bent after embedding in hardened concrete.
7. Tack welding or bending reinforcing steel bars by means of heat is prohibited.
8. Where required by the contract documents, reinforcing steel bars shall be embedded into the hardened concrete utilizing an adhesive anchoring system specifically manufactured for that application. Installation shall be per the manufacturer's written instructions.
9. Bars with kinks or with bends not shown shall not be used.
10. Heating or welding bars shall be performed in accordance with AWS D1.4 and shall only be permitted where specified or approved by the Engineer.

3.06 FIELD QUALITY CONTROL

Field quality control shall include the following:

1. The Engineer shall be notified whenever the specified clearances between the reinforcing steel bars cannot be met. The concrete shall not be placed until the Contractor submits a solution to the congestion problem and it has been approved by the Engineer.
2. The reinforcing steel bars may be moved as necessary to avoid other reinforcing steel bars, conduits or other embedded items provided the tolerance does not exceed that specified in Section

3.01. The Engineer's approval of the modified reinforcing steel arrangement is required where the specified tolerance is exceeded. No cutting of the reinforcing steel bars shall be done without written approval of the Engineer.

4. An independent laboratory shall be employed to review and approve Contractor welding procedures and qualify welders in accordance with AWS D1.4. The laboratory shall visually inspect each weld for visible defects and conduct non-destructive field testing (radiographic or magnetic particle) on not less than one sample for each 10 welds. If a defective weld is found, the previous 5 welds by the same welder shall also be tested.

END OF SECTION

SECTION 03 3000
CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section specifies cast-in place concrete, including formwork, reinforcement, concrete materials, mixture design, placement procedures, and finishes.
- B. See Division 2 Section "Earthwork" for drainage fill under slabs-on-grade.

1.2 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Design Mixtures: For each concrete mixture.
- C. Shop Drawings: For steel reinforcement, Material test reports and certificates

1.3 QUALITY ASSURANCE

- A. Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C 94/C 94M requirements for production facilities and equipment.
 - 1. Manufacturer certified according to NRMCA's "Certification of Ready Mixed Concrete Production Facilities."
- B. ACI Publications: Comply with the following unless modified by requirements in the Contract Documents:
 - 1. ACI 301, "Specification for Structural Concrete,"
 - 2. ACI 117, "Specifications for Tolerances for Concrete Construction and Materials."

PART 2 - PRODUCTS

2.1 FORM-FACING MATERIALS

- A. Smooth-Formed Finished Concrete: Form-facing panels that will provide continuous, true, and smooth concrete surfaces. Furnish in largest practicable sizes to minimize number of joints.
- B. Rough-Formed Finished Concrete: Plywood, lumber, metal, or another approved material. Provide lumber dressed on at least two edges and one side for tight fit.
- C. Special Finished Concrete: Stripe finished concrete forming shall meet the Architectural requirement.

2.2 STEEL REINFORCEMENT

- A. Recycled Content of Steel Products: Provide products with an average recycled content of steel products so postconsumer recycled content plus one-half of pre-consumer recycled content is not less than 50 percent.
- B. Reinforcing Bars: ASTM A 615/A 615M, Grade 60, deformed.
- C. Plain-Steel Welded Wire Reinforcement: ASTM A 185, plain, fabricated from as-drawn steel wire into flat sheets.
- D. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded wire reinforcement in place. Manufacture bar supports from steel wire, plastic, or precast concrete according to CRSI's "Manual of Standard Practice."

2.3 CONCRETE MATERIALS

- A. Cementitious Material: Use the following cementitious materials, of the same brand and source, throughout Project:
 - 1. Portland Cement: ASTM C 150
Type II unless otherwise noted.
Type III for High-Early strength concrete where shown or scheduled.
Cement Can be supplemented with the following:

- a. Fly Ash: ASTM C 618, Class C or F.
 - b. Ground Granulated Blast-Furnace Slag: ASTM C 989, Grade 100 or 120.
- B. Normal-Weight Aggregates:
- For all other concrete: ASTM C 33, graded, 1-1/2 inch nominal maximum coarse-aggregate size and comply with ACI 301.
1. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.
- C. Lightweight Aggregate (Where noted): ASTM C 330, 3/4-inch (19-mm) nominal maximum aggregate size and Comply with ACI 301.
- D. Water: ASTM C 94/C 94M and potable.
- E. Air-Entraining Admixture: ASTM C 260.
- F. Chemical Admixtures: Provide admixtures certified by manufacturer to be compatible with other admixtures and that will not contribute water-soluble chloride ions exceeding those permitted in hardened concrete. Do not use calcium chloride or admixtures containing calcium chloride.
1. Water-Reducing Admixture: ASTM C 494/C 494M, Type A.
 2. Retarding Admixture: ASTM C 494/C 494M, Type B.
 3. Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type D.
 4. High-Range, Water-Reducing Admixture: ASTM C 494/C 494M, Type F.
 5. High-Range, Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type G.
 6. Plasticizing and Retarding Admixture: ASTM C 1017/C 1017M, Type II.

2.4 VAPOR RETARDERS

- A. Plastic Vapor Retarder: ASTM E 1745, Class C, or polyethylene sheet, ASTM D 4397, not less than 10 mils (0.25 mm) thick. Include manufacturer's recommended adhesive or pressure-sensitive joint tape.

2.5 CURING MATERIALS

- A. Evaporation Retarder: Waterborne, monomolecular film forming, manufactured for application to fresh concrete.
- B. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. (305 g/sq. m) when dry.
- C. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.
- D. Water: Potable.
- E. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B, dissipating.
- F. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B, nondissipating, certified by curing compound manufacturer to not interfere with bonding of floor covering.
- G. Clear, Solvent-Borne, Membrane-Forming Curing and Sealing Compound: ASTM C 1315, Type 1, Class A.
- H. Clear, Waterborne, Membrane-Forming Curing and Sealing Compound: ASTM C 1315, Type 1, Class A.

2.6 RELATED MATERIALS

- A. Expansion- and Isolation-Joint-Filler Strips: ASTM D 1751, asphalt-saturated cellulosic fiber or ASTM D 1752, cork or self-expanding cork.

2.7 CONCRETE MIXTURES

- A. Prepare design mixtures for each type and strength of concrete, proportioned on the basis of laboratory trial mixture or field test data, or both, according to ACI 301.

- B. Cementitious Materials: Use fly ash, pozzolan, ground granulated blast-furnace slag, and silica fume as needed to reduce the total amount of portland cement, which would otherwise be used, by not less than 40 percent.
- C. Proportion normal-weight concrete mixture as follows:
 - 1. Minimum Compressive Strength: 3000 psi at 28 days.
 - 2. Maximum Water-Cementitious Materials Ratio: 0.50.
 - 3. Slump Limit: 4 inches (100 mm) for concrete with verified slump of 2 to 4 inches (50 to 100 mm) before adding high-range water-reducing admixture or plasticizing admixture.
 - 4. Air Content: 5 percent, plus or minus 1 percent at point of delivery for 1-1/2-inch (38-mm) nominal maximum aggregate size.
 - 5. Air Content: 6 percent, plus or minus 1 percent at point of delivery for 3/4-inch (19-mm) nominal maximum aggregate size.
 - 6. Air Content: Do not allow air content of troweled finished floors to exceed 3 percent.

2.8 FABRICATING REINFORCEMENT

- A. Fabricate steel reinforcement according to CRSI's "Manual of Standard Practice."

2.9 CONCRETE MIXING

- A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete according to ASTM C 94/C 94M, and furnish batch ticket information.

When air temperature is between 85 and 90 deg F (30 and 32 deg C), reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F (32 deg C), reduce mixing and delivery time to 60 minutes.

PART 3 - EXECUTION

3.1 FORMWORK

- A. Design, erect, shore, brace, and maintain formwork according to ACI 301 to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until structure can support such loads.
- B. Construct formwork so concrete members and structures are of size, shape, alignment, elevation, and position indicated, within tolerance limits of ACI 117.
- C. Do not chamfer exterior corners and edges of permanently exposed concrete.

3.2 EMBEDDED ITEMS

- A. Place and secure anchorage devices and other embedded items required for adjoining work that is attached to or supported by cast-in-place concrete. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.

3.3 VAPOR RETARDERS

- A. Plastic Vapor Retarders: Place, protect, and repair vapor retarders according to ASTM E 1643 and manufacturer's written instructions. Lap joints 6 inches (150 mm) and seal with manufacturer's recommended tape.

3.4 STEEL REINFORCEMENT

- A. General: Comply with CRSI's "Manual of Standard Practice" for placing reinforcement.
Do not cut or puncture vapor retarder. Repair damage and reseal vapor retarder before placing concrete.

3.5 JOINTS

- A. General: Construct joints true to line with faces perpendicular to surface plane of concrete.
- B. Construction Joints: Install so strength and appearance of concrete are not impaired, at locations indicated or as approved by the Engineer.

- C. Contraction Joints in Slabs-on-Grade: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least 1 inch as follows:
 - 1. Grooved Joints: Form contraction joints after initial floating by grooving and finishing each edge of joint to a radius of 1/8 inch (3.2 mm). Repeat grooving of contraction joints after applying surface finishes. Eliminate groover tool marks on concrete surfaces.
 - 2. Sawed Joints: Form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8 inch (3.2 mm) wide joints into concrete when cutting action will not tear, abrade, or otherwise damage surface and before concrete develops random contraction cracks.
- D. Isolation Joints in Slabs-on-Grade: After removing formwork, install joint-filler strips at slab junctions with vertical surfaces, such as column pedestals, foundation walls, grade beams, and other locations, as indicated.

3.6 CONCRETE PLACEMENT

- A. Before placing concrete, verify that installation of formwork, reinforcement, and embedded items is complete and that required inspections have been performed.
- B. Deposit concrete continuously in one layer or in horizontal layers of such thickness that no new concrete will be placed on concrete that has hardened enough to cause seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as indicated. Deposit concrete to avoid segregation. Consolidate placed concrete with mechanical vibrating equipment according to ACI 301.
- C. Cold-Weather Placement: Comply with ACI 306.1.
- D. Hot-Weather Placement: Comply with ACI 301.

3.7 FINISHING FORMED SURFACES

- A. Smooth-Formed Finish: As-cast concrete texture imparted by form-facing material, arranged in an orderly and symmetrical manner with a minimum of seams. Repair and patch tie holes and defects. Remove fins and other projections that exceed specified limits on formed-surface irregularities.
- B. Related Unformed Surfaces: At tops of walls, horizontal offsets, and similar unformed surfaces adjacent to formed surfaces, strike off smooth and finish with a texture matching adjacent formed surfaces. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces, unless otherwise indicated.

3.8 FINISHING

- A. General: Comply with ACI 302.1R recommendations for screeding, restraightening, and finishing operations for concrete surfaces. Do not wet concrete surfaces.
- B. Float Finish: Consolidate surface with power-driven floats or by hand floating if area is small or inaccessible to power driven floats. Restraighten, cut down high spots, and fill low spots. Repeat float passes and restraightening until surface is left with a uniform, smooth, granular texture. Apply float finish to surfaces to receive trowel finish.
- C. Trowel Finish: After applying float finish, apply first troweling and consolidate concrete by hand or power-driven trowel. Continue troweling passes and restraighten until surface is free of trowel marks and uniform in texture and appearance. Grind smooth any surface defects that would telegraph through applied coatings or floor coverings.
 - 1. Apply a trowel finish to surfaces exposed to view and surfaces to be covered with resilient flooring, carpet, ceramic or quarry tile set over a cleavage membrane, paint, or another thin-film-finish coating system.
 - 2. Finish and measure surface so gap at any point between concrete surface and an unlevelled, freestanding, 10 foot (3.05-m-) long straightedge resting on 2 high spots and placed anywhere on the surface does not exceed 1/8 inch (3.2 mm).
- D. Trowel and Fine-Broom Finish: Apply a first trowel finish to surfaces where ceramic or quarry tile is to be installed by either thickset or thin-set method. While concrete is still plastic, slightly scarify surface with a fine broom. Comply with flatness and levelness tolerances for trowel finished floor surfaces.

- E. Broom Finish: Apply a broom finish to exterior concrete platforms, steps, and ramps, and elsewhere as indicated.

3.9 CONCRETE PROTECTING 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 ACI 301 for hot-weather protection during curing.
- B. Evaporation Retarder: Apply evaporation retarder to unformed concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h (1 kg/sq. m 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. Cure concrete according to ACI 308.1, by one or a combination of the following methods:
 - 1. Moisture Curing: Keep surfaces continuously moist for not less than seven days.
 - 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 at least 12 inches (300 mm), and sealed by waterproof tape or adhesive. Cure for not less than seven days. 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.
 - a. After curing period has elapsed, remove curing compound without damaging concrete surfaces by method recommended by curing compound manufacturer unless manufacturer certifies curing compound will not interfere with bonding of floor covering used on Project.
 - 4. Curing and Sealing Compound: Apply uniformly to floors and slabs indicated in a 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. Repeat process 24 hours later and apply a second coat. Maintain continuity of coating and repair damage during curing period.

3.10 FIELD QUALITY CONTROL

- A. Testing and Inspecting: Owner will engage a qualified independent testing and inspecting agency to perform field tests and inspections and prepare test reports. Tests shall be performed according to ACI 301.

END OF SECTION

**SECTION 04 2200
 CONCRETE UNIT MASONRY**

PART 1 GENERAL

1.01 DESCRIPTION

This section specifies requirements for unit masonry.

- A. Work included: Provide concrete unit masonry where shown on the Drawings, as specified herein, and as needed for a complete and proper installation.
- B. Related work: Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.

1.02 QUALITY ASSURANCE

Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements of the work of this Section.

A. REFERENCES:

This section contains references to the documents listed below. They are a part of this section as specified and modified. Where a referenced document cites other standards, such standards are included as references under this section as if referenced directly. In the event of conflict between the requirements of this section and those of the listed documents, the requirements of this section shall prevail.

Unless otherwise specified, references to documents shall mean the documents in effect at the time of Advertisement for Bids or Invitation to Bid (or on the effective date of the Agreement if there were no Bids). If referenced documents have been discontinued by the issuing organization, references to those documents shall mean the replacement documents issued or otherwise identified by that organization or, if there are no replacement documents, the last version of the document before it was discontinued. Where document dates are given in the following listing, references to those documents shall mean the specific document version associated with that date, regardless of whether the document has been superseded by a version with a later date, has been discontinued or has been replaced.

Reference	Title
ASTM A 82	Standard Specification for Steel Wire, Plain, for Concrete Reinforcement
ASTM A 153/A153M-98	Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware
ASTM A 615/A 615M-00	Standard Specification for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement
ASTM A 616/616M-96a	Standard Specification for Rail-Steel Deformed and Plain Bars for Concrete Reinforcement
ASTM A 617/A617M-96a	Standard Specification for Axle-Steel Deformed and Plain Bars for Concrete Reinforcement
ASTM C 5-97	Standard Specification for Quicklime for Structural Purposes
ASTM C 55-99	Standard Specification for Concrete Brick
ASTM C 90-99a	Standard Specification for Hollow Load-Bearing Concrete Masonry Units
ASTM C 91-99	Standard Specification for Masonry Cement
ASTM C 129-99a	Standard Specification for Non-Load-Bearing Concrete Masonry Units

ASTM C 144-99	Standard Specification for Aggregate for Masonry Mortar
ASTM C 150-99a	Standard Specification for Portland Cement
ASTM C 207-91	Standard Specification for Hydrated Lime for Masonry Purposes
ASTM C 270-00	Standard Specification for Mortar for Unit Masonry
ASTM D 1227-95	Standard Specification for Emulsified Asphalt Used as a Protective Coating for Built-Up Roofing
BIA	Brick Institute of America, Technical Notes on Brick and Tile Construction
NCMA	National Concrete Masonry Association

B. TOLERANCES:

Plumb walls, corners, jambs and piers within a tolerance of 1/8-inch in 5 feet; do not exceed 1/4-inch in a story height or 20 feet maximum. Level courses within a tolerance of 1/4-inch in length of any bay or 20 feet maximum.

C. MATERIAL DELIVERY AND STORAGE:

Store masonry units above ground on level platforms that allow air circulation under the stacked units. Where materials are stacked or stored on newly constructed floors, stack materials in such manner that the uniformly distributed loading does not exceed 50 pounds per square foot. Protect masonry materials from contact with the earth and exposure to the weather, cover and keep dry until used. Do not use materials containing frost or ice.

D. CEMENTITIOUS MATERIALS

Deliver and store cement, lime, or other cementitious materials in unbroken bags, barrels or other approved containers which are plainly marked and labeled with the manufacturer's names and brands. Store mortar materials in dry, watertight sheds or enclosures, and handle in such a manner which will prevent the inclusion of foreign materials and damage by water or dampness.

E. MASONRY UNITS

Handle masonry units to avoid chipping and breakage. Store materials under cover in a dry place and in a manner to prevent damage or intrusion of foreign matter. During freezing weather, protect masonry units with tarpaulins or other suitable covering. Stack CMU on platforms and cover in a manner to protect them from contact with soil and weather exposure; deliver and store in cartons or packed in straw to prevent chipped faces and edges. Exposed masonry work shall be free of CMU units with chips, cracks, voids or other imperfections.

1.03 SUBMITTALS

A. MANUFACTURER'S DATA

Within 60 calendar days after the Contractor has received the Owner's Notice to Proceed:

1. Concrete Masonry Units: Submit manufacturer's data for each type of masonry unit required, including certified copies of laboratory test reports and other data as may be required to show compliance with the specified requirements including admixtures.
2. Masonry Mortar: Submit manufacturer's specifications and instructions for each manufactured product.
3. Colored Mortar Pigments: Submit manufacturer's data and color charts of manufacturer's standard colors for selection of pigment color.
4. Mortar Admixtures: Submit manufacturer's specifications and installation instructions. Include data substantiating that materials comply with specified requirements.
5. Masonry Accessories: Submit manufacturer's specifications and installation instructions for each masonry accessory required. Include data substantiating that materials comply with specified requirements.

6. Flashing: Submit specifications, installation instructions and general recommendations by the manufacturer of flashing materials. Include published data or certified test data for each material showing compliance with the requirements
7. Mill Certificates: Submit certificates for cement, quicklime and hydrated lime.

B. MOCK-UPS:

1. At an area on the site where approved by the Engineer, provide mock-up concrete unit masonry panels.
 - a. Make each mock-up panel approximately 4'0" high and 6'0" long.
 - b. Provide one mock-up panel for each combination of concrete masonry unit, bond pattern, mortar color, and joint type used in the Work.
 - c. The mock-up panels may be part of the Work, and may be incorporated into the finished Work, when so approved in advance by the Engineer.
 - d. Revise as necessary to secure the Engineer's approval.
2. If the mock-up panels are not permitted to be part of the finished Work, completely demolish and remove them from the job site upon completion and acceptance of other work of this Section.

1.04 JOB CONDITIONS

A. PROTECTION OF PARTIALLY COMPLETED WORK

Provide and place wall covering to prevent mortar joint wash out and entry of water into the wall or cavities. During erection, cover top of wall with strong waterproof membrane at end of each day or shutdown. Cover partially completed walls when work is not in progress. Extend cover minimum of 24 in. down both sides. Hold cover securely in place. Contractor note, efflorescence will not be accepted, protect partial and completed work as necessary. Comply with BIA and NCMA for partially completed and cold weather protection standards. Avoid conditions that promote efflorescence.

B. STRAIN PROTECTION

Prevent grout or mortar from staining the face of masonry. Remove immediately grout or mortar in contact with face of masonry. Protect all sills, ledges and projections from droppings of mortar. Protect door jambs and corners from damage during construction. Protect the base of the wall from rain splashed mud and mortar splatter by using straw, sawdust or plastic spread along the base. Scaffold boards near the wall should be turned on edge at the end of the day.

C. ERECTION CONDITIONS

Do not lay masonry when the air temperature is below 40°F on a falling thermometer, or when it appears probable that temperatures below 40°F will be encountered before the mortar has set, unless, subject to approval, proper precautionary measures are taken. Masonry work may be started at 34°F on a rising thermometer.

D. PROTECTION AGAINST FREEZING

Protect masonry from freezing when the temperature of the surrounding air is 40°F and falling. Heat materials and provide temporary protection of completed portions of masonry work. Comply with the requirements of the governing code and with the "Construction and Protection Recommendations for Cold Weather Masonry Construction" of the technical notes on Brick and Tile Construction by the Brick Institute of America and the National Concrete Masonry Association.

E. FROZEN MATERIALS AND WORK

Do not use frozen materials or materials mixed or coated with ice or frost. For masonry which is specified to be wetted, comply with the BIA recommendations. Do not build on frozen work. Remove and replace masonry work damaged by frost or freezing. Do not lower freezing point of mortar by use of anti-freeze agents. Do not use calcium chloride in mortar or grout.

F. HOT WEATHER

When the ambient air temperature exceeds 100°F or 90°F with a wind velocity greater than 8 mph, mortar beds shall not be spread more than 4 ft. ahead of the masonry units. Units shall be laid within one minute of spreading mortar.

G. PROTECTION OF COMPLETED MASONRY

Protect sills, ledges and offsets from damage by mortar droppings. Protect door jambs from damage by mortar buggies, wheel barrows and other hauling through openings. Do not apply uniform floor or roof loading for at least 12 hours after construction of masonry walls or columns. Do not apply concentrated loads for at least 3 days after construction of masonry walls or columns.

PART 2 PRODUCTS

2.01 MASONRY UNITS

A. CONCRETE MASONRY UNITS (CMU)

Obtain units from one manufacturer, cured by one process and of uniform texture and color, for each type required, for each continuous area and visually related areas. Cinder aggregate will not be accepted. Provide units having nominal face dimensions of 16" long by 8" high by bed depth or as shown on drawings. Provide accessory shapes as indicated or otherwise required.

B. HOLLOW LOAD BEARING CMU

For foundation walls, exterior walls, and load bearing partitions, provide units of light weight or normal weight aggregate, Contractor's option, conforming to ASTM C 90, Grade N, Type I, in color "natural grey".

C. HOLLOW NON LOAD BEARING CMU

For interior non-load bearing walls and partitions, provide units of light weight or normal weight aggregate, Contractor's option, conforming to ASTM C 129, Type I. Load bearing units may be provided in lieu of non-load bearing units.

D. SOLID LOAD BEARING UNITS

Provide solid units made with light weight or normal weight aggregates, Contractor's option, for masonry bearing under structural framing members and elsewhere as indicated. Comply with ASTM C 145, Grade N-1 or S-1, except use Grade N-1 for units exposed to the weather.

E. CONCRETE BLOCK

Provide Grade N load-bearing units complying with the following requirements at all other locations. Exposed faces: manufacturer's standard color and texture, unless otherwise indicated. Hollow block: ASTM C 90, Weight Classification: Normal weight. Solid block: ASTM C 145; weight classification: normal weight.

Block shall meet ASTM C 90, Type I, Grade N for hollow load bearing concrete masonry, or ASTM C 145, Grade N-1, for solid load bearing concrete masonry unit. Masonry is to be manufactured in one continuous run in order to achieve color consistency and texture. The Contractor shall submit certifications that the producer has been a quality masonry block producer for a minimum period of 5 years or more. Exterior block, including special shapes, shall contain the recommended amount of integral water-repellent admixture known as "Dry-Block" as manufactured by W.R. Grace & Company, Cambridge, MA or approved substitute. Product shall be acceptable to manufacturer of concrete block.

F. CURING

Concrete masonry units may be either air, water, or steam cured. Store air cured units a minimum of 28 days before use; 10 days for steam or water cured units; and 3 days for units cured with steam at a pressure of 120 to 150 psi and at a temperature of 350° to 365° F for at least 5 hours.

G. EXPOSED FACES

Manufacturer's standard color; fine textured surfaces for standard CMU.

H. SPECIAL SHAPES

Provide special shapes for lintels, corners, jambs, headers, closures, bonding and other special conditions as necessary to complete the work. Conform to the applicable portions of the specifications for the units with which they are used.

I. MORTAR

Complying with ASTM C270, Type S. Do not change source or brand of mortar materials during the course of the Work. Comply with the following classifications, grades and other requirements as indicated:

1. Portland Cement: ASTM C 150, Type I, non-staining, without air entrainment and of a color to produce the required color of mortar or grout. Use Type III high-early strength as required for laying masonry in cold weather.
2. HVS Hydrated Lime: ASTM C 207, Type S.
3. Pulverized Quicklime: ASTM C 5, passing a No. 20 sieve, with 90 percent passing a No. 50 sieve.
4. Aggregates: ASTM C 144 graded with 100% passing the No. 16 sieve, of color to produce the required color of mortar or grout. Provide clean and sharp sand free from injurious amounts of dust, lumps, alkali, surface coatings, and organic matter.
5. Admixtures: Do not use admixtures unless specifically approved in advance by the Architect/Engineer.

J. COLORED MORTAR PIGMENTS:

Commercial iron oxide, manganese dioxide, ultramarine blue, chromium oxide, or carbon black, compounded for use in mortar mixes. Do not exceed pigment-to-cement ratios, by weight of 1 to 35 for carbon black and 1 to 7 for other pigments. Color approval by Architect based on manufacturer's submitted selections.

K. WATER

Clean, potable, free of deleterious amounts of acids, alkalis, and organic materials would impair strength or bond.

L. MORTAR ADMIXTURES

Anti-freeze and accelerating compounds will not be allowed.

M. WALL REPELLENT ADDITIVES

All exterior mortar shall contain the recommended amount of integral water-repellent admixture known as "Dry-Block" as manufactured by W.R. Grace & Company, Cambridge, MA or approved substitute. Product shall be acceptable to manufacturer of masonry units.

N. MORTAR

1. Portland cement: Comply with ASTM C 150, Type I.
2. Fine aggregate: Provide clean, sharp, well-graded sand as specified for mortar above.
3. Coarse aggregate: Comply with ASTM C 33, Number 8 stone.
4. Admixtures: Do not use admixtures unless specifically approved in advance by the Engineer.

2.02 HORIZONTAL JOINT REINFORCING

A. CONTINUOUS WIRE REINFORCING

Dur-O-Wall or equal for single and multi-wythe masonry construction. For masonry brick veneer, provide multiple wythe adjustable DA3600S and DA3700 as applicable, or equal. Provide welded wire units prefabricated in straight lengths of not less than 10 feet, with matching corner "L" units, 32 by 32 inches, minimum, and intersection "T" units, 40 by 48 inches, minimum. Fabricate from cold-drawn steel wire complying with ASTM A 82, with deformed or embossed continuous side rods and plain cross-rods, with unit width of 1-1/4 to 1-3/4 inches less than thickness of wall or partition. Zinc coat wire by the hot-dip process after fabrication in accordance with ASTM A 153 to provide a minimum of 1.5 ounces of zinc per square foot of surface when tested in accordance with ASTM A 90. Use only corrosion resistant fasteners as recommended by the manufacturer for the substrate to which anchors are to be installed.

Provide ladder or truss type reinforcing fabricated with single pair of side rods and continuous diagonal cross-rods spaced not more than 16 inches vertical centers. Fabricate with 9 gage side rods, except where indicated or specified otherwise. Fabricate with 9 gauge ladder type cross rods or 8 gauge truss type cross rods, except where indicated or specified otherwise. Crimp cross wires for cavity wall construction. At all masonry veneer walls, provide composite hook & eye construction at 16" oc. for areas to receive veneers. Provide preformed corners and tees. Provide only products that do not interfere with core reinforcing. Provide seismic products complying with ACI530-95/ASCE5-95/TMS402-95.

B. REINFORCING STEEL RODS

Comply with ASTM A 615, ASTM A 616, or ASTM A 617.

2.03 ACCESSORIES

A. ANCHORS AND TIES:

1. Provide zinc-coated steel, or non-corrosive metal with equivalent strength of steel type, either of approved design.
2. Zinc coated materials to be hot dipped after fabrication.

B. Fastenings: Provide galvanized bolts or other approved metal fastenings as necessary.

PART 3 EXECUTION

Examine the areas and conditions under which masonry work is to be installed and notify the Architect in writing of conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions have been corrected in an acceptable manner.

A. LAYOUT

Layout walls in advance for accurate spacing of surface bond patterns with uniform joint widths and to properly locate openings, movement-type joints, returns and offsets. Avoid use of less-than-half-size units at corners and jambs and wherever possible at other locations.

B. COORDINATION WITH OTHER TRADES

Coordinate laying of masonry units with other trades having built-in items, such as electrical conduit, piping, supports for fixtures and equipment, cavity wall insulation and masonry cell insulation. Do not enclose or cover up mechanical or electrical work specified in other sections of these Specifications until such work has been tested, and inspected and approved by building inspection authority having jurisdiction. Coordinate anchorage to work of others with trade involved.

C. WETTING OF MASONRY UNITS

Concrete Masonry Units: Do not wet concrete masonry units.

D. PATTERN BOND

Brick: Unless noted otherwise, match existing coursing and joint strike. Concrete Masonry Units: Lay masonry units in running bond. Masonry is to be manufactured in one continuous run in order to achieve color consistency and texture.

E. MORTAR

Measure mortar materials in approved containers which will ensure that the specified proportions of materials will be controlled and accurately maintained during the progress of the work. Measuring materials with shovels will not be permitted. Unless specified otherwise, mix mortar in proportions by volume.

F. MIXING:

Introduce the aggregate and mix in such a manner that the materials will be distributed uniformly throughout the mass. Gradually add a sufficient amount of water and mix the mass further, not less than 3 minutes nor more than 5 minutes, until a mortar of the plasticity necessary for the purposes intended is obtained. Machine-mix the mortar in approved mixers, of the type in which the quantity of water can be controlled accurately and uniformly. Use only sufficient water to produce a mortar that is spreadable and of workable consistency. Keep mortar boxes, pans and mixer drums clean and free of debris or dried mortar. Antifreeze compounds, salts, or any other substance used to lower the freezing point of mortar, will not be permitted.

Use the mortar before initial setting of the cement has taken place; do not use mortar or grout which has begun to set or if more than 1-1/2 hours has elapsed since initial mixing. Retemper mortar during the 1-1/2 hour period only as required to restore workability. On mortar boards, retemper only by adding water within a basin formed with mortar, and by working the mortar into the water.

G. PROPORTIONS

Cement-Lime Mortar: Comply with the requirements of ASTM C 270. Except where otherwise specified herein, mix mortar in the following proportions by volume (use approved measuring containers, measuring by shovels will not be permitted):

Mortar				
Type	C	L	S	Use
S	1	1/2	4-1/2	Exterior Walls Walls Below Grade Parapet Walls
N	1	1	6	All Other Masonry

C = Parts of Portland Cement

L = Parts of Hydrated Lime in dry form

S = Parts of Sand

Pre-packaged Mortar Mix: Pre-packaged mortar mix may be used provided the mix has the same cement-to-lime proportion as that specified herein for ASTM C 270 Type S mortar. Air content of the pre-packaged mix must not exceed 13 percent when tested in accordance with ASTM C 91, and the mix must not contain any non-cementitious fillers. Mix mortar, made with a pre-packaged mix, one part mix to not more than three parts sand.

H. GROUT

Grout consists of a mixture of cementitious materials and aggregate as specified herein below. Grout fill for CMU cells, bond beams, and lintels shall achieve a compressive strength of 2,500 psi at 28 days. Add water in sufficient quantity to produce a fluid mixture with a slump of 7 to 8 inches. Verify slump by at least one slump test for each truck load of grout delivered by truck mixer; and by at least one test each day for all grout placed that day, if mixed at the project site. Provide fine grout in grout spaces less than 3 inches in any horizontal dimension or in which clearance between reinforcing and masonry is less than 3/4-inch. Provide coarse grout in grout spaces 3 inches or greater in all horizontal dimensions and in which clearance between reinforcing and masonry is at least 3/4-inch.

Mechanically mix grout for CMU cells, bond beams and lintels in a batch mixer for not less than 5 minutes with enough water to produce the specified slump.

Fine Grout: Mix fine grout in proportions of one part cement, 1/4 part hydrated lime or lime paste and 3 damp loose parts sand.

Coarse Grout: Mix coarse grout in proportions of one part cement, 1/4 part hydrated lime or lime paste, 3 parts damp loose sand, and 2 parts pea gravel passing a 3/8-inch sieve.

I. ENVIRONMENTAL CONDITIONS

1. Do not place masonry units when air temperature is below 40°F, or with falling thermometer when it appears probably that temperatures below 40°F will be encountered before the mortar has set.
2. Start placing units at 34°F on a rising thermometer.
3. Protect masonry construction from direct exposure to wind and sun when erected in ambient air temperature of 99°F in the shade, with relative humidity less than 50%.
4. Protect tops of exposed walls with a waterproof membrane, well secured in place when not being worked on.

3.01 INSTALLATION

A. WALLS AND PARTITIONS

Unless indicated otherwise, extend partitions from the floor to the bottom of the floor or roof construction above. Structurally bond or anchor walls and partitions to each other and to concrete walls, beams and columns; securely anchor or wedge partitions and interior walls to the construction above. Wedge with slate, metal, or clay tile shims, at least two days after the erection of the wall or partition, and fill the top joint solidly with mortar.

B. OPENINGS AND ACCESSORIES

Build in door and window frames, louvered openings, anchors, pipes, ducts and conduits, carefully and neatly as the masonry work progresses. Accurately place ties and anchors as shown, or herein specified, as the work progresses. Grouting of ties or anchors into hardened mortar or grout will not be permitted. Fill spaces between metal frames and masonry solidly with mortar. Leave openings for equipment to be installed before completion of masonry work. After installation of equipment, complete masonry work to match work immediately adjacent to the opening.

C. METALS

Place in position all structural steelwork, miscellaneous metals, bolts, anchors, inserts, plugs, ties and lintels as the work progresses. Do not grout accessory items into hardened mortar.

D. THICKNESS

Build walls and other masonry construction to the full thickness shown; build single-wythe walls to the actual thickness of the masonry units, using units of nominal thickness shown or specified.

E. CHASES AND RECESSES

Build chases and recesses as shown and as may be required for the work of other trades. Provide not less than 8 inches of masonry between chase or recess and jamb of openings and between adjacent chases and recesses.

F. CUTTING MASONRY UNITS

Cut masonry units with motor-driven saw designed to cut masonry with clean, sharp, unchipped edges. Cut units as required to provide patterns shown and to fit adjoining work neatly. Use full units without cutting wherever possible.

G. STOPPING AND RESUMING WORK

Rack back 1/2-masonry unit length in each course; do not tooth. Clean exposed surfaces of set masonry, wet units lightly, if specified to be wetted, and remove loose masonry units and mortar prior to laying fresh masonry. Cover open wall tops at the end of each day's work. Protect curing and open top masonry from the elements by covering. Do not allow moisture accumulation in open masonry wythes during construction.

H. BUILT-IN WORK

As the work progresses, build in items specified under this and other sections of these Specifications. Fill in solidly with masonry around built-in items. Where built-in items are to be embedded in cores of hollow masonry units, place a layer of metal lath in joint below and rod mortar or grout into core.

I. EXPOSED WORK

Do not use masonry units with chips, cracks, voids, discolorations or other defects which might be visible or cause staining in the finished work.

Note: Portions of this project are exposed masonry, only craftsmanlike masonry work will be accepted. All conduit, piping etc. shall be concealed in walls which are exposed to public view (no exceptions). Do not install chipped or broken units. Mortar joints are concave. Thorough block fill required on exposed work. All work not meeting this criteria will be rejected. If chipped or broken units are discovered in the finished wall, the Engineer may require their immediate removal and replacement with new units at no additional cost to the Owner.

J. SCAFFOLDING

Provide strong, well-braced scaffolding which is securely tied in position. Inspect scaffolding regularly; do not overload scaffolding.

K. ERECTION

Do not commence installation of the work of this section until horizontal and vertical alignment of foundation is within 1" of plumb and the lines shown on the Drawings. Clean the top surface of foundation free from dirt, debris, and laitance, and expose the aggregate prior to start of installing the first course. Lay only dry masonry units. Align vertical cells of hollow units to maintain a clear and unobstructed system of flues. Carry up masonry walls level and plumb all around. Do not carry up one section of wall (other than reinforced walls) in advance of other sections unless specifically approved. Tothing will not be permitted except where specified or specifically approved. Check heights of masonry with an instrument at each floor level, and at sills and heads of openings, to maintain the level of the walls. Lay units with cores vertical. Keep the walls continually clean,

preventing mortar stains. Handle masonry units with care to avoid chipping, cracking and spalling of faces and edges. All drilling, cutting, fitting, and patching to accommodate the work of others must be accurately performed by masonry mechanics. Use approved "Story Poles" or "Gauge Rods" throughout the work. Changes in coursing or bonding after the work is started will not be permitted.

Fill all joints between bricks completely with mortar; form bed joints of a thick layer of mortar which is smoothed, or furrowed lightly. Form head joints by applying to the brick to be laid, a full coat of mortar on the entire end, or on the entire side, as the case requires, and then shoving the mortar-covered end or side of the brick tightly and accurately against the brick laid previously; the practice of buttering at the corners of brick and then throwing mortar or scrapings into the empty joints will not be permitted. Maintain mortar joints uniform in thickness. Average thickness of any three consecutive joints shall be 3/8" to 1/2". Lay closure brick with a bed joint and with head joints, and place the brick carefully without disturbing the brick previously laid. Avoid breaking mortar bond by displacing previously laid masonry or tapping newly laid units into place after mortar has begun to stiffen. Dry or butt joints will not be permitted.

L. CONCRETE MASONRY UNIT WORK

Lay hollow concrete masonry units with full mortar coverage on horizontal and vertical face shells; also bed webs in mortar in starting course on footings and foundation walls and in all courses of piers, columns and pilasters, and where adjacent to cells or cavities to be reinforced or to be filled with concrete or grout. Smooth the mortar for joints, do not furrow, and apply at such thickness that it will be forced out of the joints as the units are being placed in position. Only full mortar joinery will be accepted for all masonry unit installation, below and above grade.

Fill all joints below and above grade between units completely with mortar; form bed joints of a thick layer of mortar which is smoothed, or furrowed lightly. Form head joints by applying to the unit to be laid, a full coat of mortar on the entire end, or on the entire side, as the case requires, and then abutting the mortar-covered end or side of the unit tightly and accurately against the masonry laid previously; the practice of buttering at the corners of units and then throwing mortar or scrapings into the empty joints will not be permitted. Lay closure units with a bed joint and with head joints, and place the unit carefully without disturbing the unit previously laid. Avoid breaking mortar bond by displacing previously laid masonry or tapping newly laid units into place after mortar has begun to stiffen. Dry or butt joints will not be permitted.

Where anchors, bolts and ties occur within the cells of the units, fill such cells with mortar or grout as the work progresses. Place metal lath under cells before they are filled. Use concrete brick for bonding walls, working out the coursing, topping out walls under sloping slabs, distributing concentrated loads, backing unit headers, and elsewhere as required. Do not dampen concrete masonry units before or during laying.

M. EXPOSED CONCRETE MASONRY UNITS

Select masonry units for exposed walls and partitions for undamaged edges and ends of the exposed surfaces. It is not intended that all units within any one wall or partition be perfect without slight cracks and small chips, but rather that discretion be used in selecting the units with closer matching faces and least imperfections for exposure to view. Give special attention to placing the units plumb, parallel and with a properly tooled joint. Keep exposed surfaces clean and free from blemishes. Bond pattern shall be as indicated and specified. Upon completion, and after grouting and pointing, exposed surfaces shall present a reasonably uniform appearance not displeasing to the eye and suitable to receive decorative finish. Do not use masonry units which exceed imperfections allowed by ASTM C 90 in walls and partitions exposed to view.

N. PLACING REINFORCEMENT:

1. Reinforcement shall be cleaned of loose rust, mill scale, earth or other materials that will reduce bond to mortar or grout. Reinforcement bars with kinks or bends not shown on drawings or final shop drawings, or bars with reduced cross section due to excessive rusting or other causes shall not be used.
2. Reinforcement shall be accurately positioned at the spacing shown. Vertical bars shall be supported and secured against displacement. Horizontal reinforcement may be placed as the masonry work progresses. Where vertical bars are shown in close proximity, a clear distance between bars of not less than the nominal bar diameter or 1", whichever is greater, shall be provided.

3. Where splices are required, provide lap splices in accordance with ACI 318, and tie lapped bars with wires.

O. JOINTS

Maintain joint width shown, except for minor variations required to maintain bond alignment. If not otherwise shown, lay walls with 3/8-inch joints. Cut joints flush for masonry walls which are to be concealed or to be covered by other materials, unless otherwise shown. Except as indicated otherwise, tool exposed joints slightly concave with a round or other approved jointer when mortar is thumbprint hard. Use a jointer which is slightly larger than the width of the joint so that complete contact is made along the edges of the units, compressing and sealing the surface of the joint. Tool horizontal joints first. Do not use tools which cause discoloration. Rake exposed joints where masonry abuts other construction approximately 1/2". Where "raked joints" are required or necessary, remove the mortar to a depth of 1/4-inch after the mortar has become slightly hard. Brush joints to remove loose and excess mortar. Rake out mortar in preparation for application of caulking or sealants where shown. Point all holes in joints, cut out defective joints and tuck point with mortar that has been retempered one hour after original mixing.

P. GROUT PLACEMENT

Perform grouting from the interior side of walls, except as approved otherwise. Protect sills, ledges, offsets and other surfaces to be left exposed from grout droppings. Remove grout falling on such surfaces immediately. Cavities to be grouted shall be clean and free of mortar droppings. Webs and face shells shall be bedded solidly in mortar. Provide grout with sufficient water to be of pouring consistency and sufficiently fluid to flow into joints and around reinforcing without leaving voids. Stir grout well before placing to avoid segregation of the aggregates and place by pumping, or pouring from chutes, buckets with spouts, or other spouted containers.

1. The Contractor may use either low lift or high lift grouting techniques subject to the requirements that follow.
2. Low-lift grouting:
 - a. A minimum clear dimension of 2" and clear area of 8 sq. in. in vertical cores to be grouted shall be provided.
 - b. Vertical reinforcement shall be placed prior to laying of CMU. Vertical reinforcement shall be extended above elevation of maximum pour height as required to allow for splicing and supported in position at vertical intervals not exceeding 192 bar diameters not 10'.
 - c. CMU shall be laid to maximum pour height. Pour height shall not exceed 5'. If bond beams occurs below 5' in height, pour shall be stopped at course below bond beam.
 - d. Grout shall be poured using container with spout or by chute and shall be rodded or vibrated during placing. Grout pours shall be terminated 1-1/2" below top course of pour.
 - e. Bond beams: Grout shall be stopped in vertical cells 1-1/2" below bond beam course. Horizontal reinforcement shall be placed in bond beams with corners and intersections lapped with corner bars. Vertical reinforcing shall extend into bond beam. Grout shall be placed in bond beam course before filling vertical cores above bond beam.
3. High lift grouting:
 - a. High lift grouting technique for grouting of CMU shall not be used unless minimum cavity dimension and area is 3" and 10 sq. in., respectively.
 - b. Cleanout holes shall be provided in first course at all vertical cells that are to be filled with grout. Use units with one face shell removed and provide temporary supports for units above, or use header units with concrete brick supports, or cut openings in one face shell.
 - c. Masonry shall be constructed to full height of maximum grout pour specified prior to placing grout.
 - d. Maximum pour height shall be 20', unless otherwise indicated.
 - e. Preparation of grout spaces: Prior to grouting, the grout spaces shall be inspected and cleaned out. Dust, dirt, mortar droppings, loose pieces of masonry and other foreign materials shall be removed from grout spaces. Reinforcement shall be cleaned and adjusted to proper position. Top surface of structural members supporting masonry shall be cleaned to ensure bond. After final cleaning and inspection, cleanout holes shall be closed and closures shall be braced to resist grout pressures.

- f. Do not place grout until entire height of masonry to be grouted has attained sufficient strength to resist displacement of masonry units and breaking of mortar bond. Shores and bracing, if required, shall be installed before starting grouting operations.
- g. Grout shall be placed by pumping into grout spaces, unless alternate methods are approved by the Engineer.
- h. Grout pours shall be limited to sections that can be completed in one working day with not more than one hour interruption of pouring operation. Grout shall be placed in lifts that do not exceed 5'. Each grout lift shall be rodded or vibrated during pouring operation.

Q. FORMS AND SHORING

Install forms and shoring for beams and other members supporting masonry and for reinforced masonry members which conform to the shape, lines and dimensions of members indicated and install rigid sufficiently to prevent deflections which may result in cracking or other damage to supported masonry. Formwork shall be made sufficiently tight to prevent leakage of grout. Maintain approved curing conditions; leave forms on girders and beams not less than 10 days, and on slabs not less than 7 days, after completion of the members. Allow not less than 16 hours to elapse before uniform construction loads are applied to completed masonry members. Allow not less than 64 hours to elapse before concentrated loads are applied. Do not remove bracing and shores until reinforced masonry member has hardened sufficiently to carry its own weight and all other reasonable temporary loads that may be placed on it during construction.

R. DISTURBED MASONRY UNITS

Remove masonry units disturbed after laying; clean and reset in fresh mortar. Do not pound corners at jambs to fit stretcher units which have been set in position. If adjustments are required, remove units, clean off mortar and reset in fresh mortar.

S. HORIZONTAL JOINT REINFORCEMENT, GENERAL

Install welded wire tie reinforcement at not more than 16 inches on centers vertically and in the two courses above and below openings in walls and partitions of concrete masonry units. Install reinforcing in the longest units available, utilizing the minimum number of splices; lap all splices at least 12 inches. Install reinforcement continuous, except terminate on each side of control joints. Fully embed longitudinal side rods in mortar for their entire length with a minimum cover of 5/8-inch on exterior side of walls and 1/2-inch at other locations. Reinforce all walls with continuous horizontal joint reinforcing, except where indicated to be omitted. Provide continuity at corners and wall intersections by use of prefabricated "L" and "T" sections. Cut and bend units as directed by manufacturer for continuity at returns, offsets, column fireproofing, pipe enclosures and other special conditions.

T. SPACING OF HORIZONTAL JOINT REINFORCING

Space horizontal joint reinforcing as follows:

1. Single Wythe Walls: Space reinforcing at 16 inches on centers vertically, unless otherwise shown.
2. Double Wythe Walls: Space reinforcing at 16 inches on center vertically, use ladder reinforcing with seismic veneer anchors as specified. Prepare all cavities for spray-applied thermal barrier around protruding reinforcing.
3. Openings: Reinforce masonry openings, greater than one foot wide, with horizontal joint reinforcing placed in 2 horizontal joints approximately 8 inches apart, immediately above the lintel and immediately below the sill. Extend reinforcing a minimum of 24 inches beyond each side of opening.

U. ANCHORING MASONRY WORK

Provide anchoring devices of type specified. Anchor masonry to structural members where masonry abuts or faces such members.

V. BONDING AND ANCHORING

Unless otherwise shown, bond corners and intersections of load-bearing masonry walls in each course with a true masonry bond, except that when necessarily erected separately, anchor them with rigid steel anchors spaced not more than 24 inches apart vertically.

W. LOAD BEARING WALLS

If carried up separately, provide rigid steel anchors at not more than 24 inches on centers vertically; embed

ends in mortar-filled cores.

X. NON LOAD BEARING WALLS

Tie intersections of non-load-bearing partitions with other walls or partitions with corrugated metal anchors at vertical intervals of not more than 24 inches, or with masonry bonding in alternate courses.

Y. CORNERS

Provide interlocking masonry unit bond in each course at corners, except where shown otherwise. Provide continuity at corners with prefabricated "L" units, in addition to masonry bonding.

Z. INTERSECTING AND ABUTTING WALLS

Unless vertical expansion or control joints are shown at juncture, provide same type of bonding specified for structural bonding between wythes and provide continuity with horizontal joint reinforcing using prefabricated "T" units. Reinforce intersecting walls which are erected separately with rigid steel anchors spaced not more than 24 inches vertically.

AA. CONTROL JOINTS

Provide built-in type control joints where indicated in masonry walls. Construct joints directly opposite each other on both faces of the wall except where shown otherwise, and fill with an approved non-staining elastic caulking compound, or an approved formed synthetic rubber, or vinyl plastic sealing strip.

BB. LOOSE LINTELS

Install loose lintels of steel and other materials as shown.

CC. CONCRETE MASONRY UNIT LINTELS

Provide masonry lintels where shown and wherever openings greater than 12 inches occur without structural steel or other supporting lintels. Provide precast or formed-in-place masonry lintels. Score precast lintels to simulate adjoining masonry units where exposed to view. Thoroughly cure precast lintels before handling and installation. Temporarily support formed-in-place lintels. Unless otherwise shown, provide one reinforcing bar for each 4 inches of wall thickness and of a size number not less than the number of feet of opening width. For hollow masonry unit walls, use specially formed "U" shaped lintel units with reinforcing bars placed as shown and filled with concrete grout. Use units of the same material and texture as the adjoining masonry units. Provide minimum bearing at each jamb of 4 inches for openings less than 6 feet wide, and 8 inches for wider openings.

DD. BOND BEAMS

Form concrete masonry unit bond beams where shown of units having the cells solidly filled with concrete. Reinforce the bond beam with 2 No. 4 reinforcing bars, unless indicated otherwise. Lap reinforcing a minimum of 24 inches. Break reinforcing at control joints. Use masonry units of special shape and of the same material and texture of the adjoining masonry units.

3.02 REPAIR, POINTING AND CLEANING

A. REMOVAL OF UNITS

Remove masonry units which are loose, chipped, broken, stained, or otherwise damaged, or if units do not match adjoining units as intended. Provide new units to match adjoining units and install in fresh mortar, pointed to eliminate evidence of replacement.

B. POINTING

During the tooling of joints, enlarge any voids or holes, except weep holes, and completely fill with mortar. Point-up all joints at corners, openings, and adjacent work to provide a neat, uniform appearance, properly prepared for application of sealant compounds. At completion of masonry work, point holes in exposed masonry, and cut out defective joints and tuck point solidly with mortar which has been re-tempered one to two hours after original mixing.

C. CLEANING

During construction, keep the exposed faces clean of mortar and other stains. When mortar joints reach thumbprint hardness and are tooled, brush the exposed work with a soft fiber brush to remove adhering mortar, and use a wood paddle to remove more tenacious material. Protect bases of walls from splash stains by covering the

adjacent ground or foundation with sand, sawdust, or polyethylene. Clean mortar containing "Dry-Block" admixtures from masonry faces prior to setting.

Clean exposed CMU masonry by dry brushing at the end of each day's work and after final pointing to remove mortar spots and droppings. Comply with NCMA TEK Bulletin 2-2. Do not allow splatter, droppings or other deleterious materials to remain on exposed or textured surfaces.

3.03 MEASUREMENT AND PAYMENT

No separate measurement or direct payment will be made for the work under this Section and all costs for same shall be included in the price bid for the structure in which the work is incorporated.

END OF SECTION

SECTION 22 0553 - IDENTIFICATION FOR PLUMBING PIPING AND EQUIPMENT

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Pipe Markers.

1.02 REFERENCE STANDARDS

- A. ASME A13.1 - Scheme for the Identification of Piping Systems; The American Society of Mechanical Engineers.

1.03 SUBMITTALS

- A. Product Data: Provide manufacturers catalog literature for each product required.
- B. Manufacturer's Installation Instructions: Indicate special procedures, and installation.

PART 2 PRODUCTS

2.01 IDENTIFICATION APPLICATIONS

- A. Piping: Pipe markers.

2.02 MANUFACTURERS

- A. Brady Corporation: www.bradycorp.com.
- B. Champion America, Inc: www.Champion-America.com.
- C. Seton Identification Products: www.seton.com/aec.

2.03 PIPE MARKERS

- A. Manufacturers:
 - 1. Brady Corporation: www.bradycorp.com.
 - 2. Kolbi Pipe Marker Co.: www.kolbipipemarkers.com.
 - 3. MIFAB, Inc.: www.mifab.com.
- B. Comply with ASME A13.1.
- C. Plastic Pipe Markers: Factory fabricated, flexible, semi-rigid plastic, preformed to fit around pipe or pipe covering; minimum information indicating flow direction arrow and identification of fluid being conveyed.

PART 3 EXECUTION

3.01 PREPARATION

- A. Degrease and clean surfaces to receive adhesive for identification materials.

3.02 INSTALLATION

- A. Install plastic nameplates with corrosive-resistant mechanical fasteners, or adhesive. Apply with sufficient adhesive to ensure permanent adhesion and seal with clear lacquer.
- B. Install plastic tape pipe markers complete around pipe in accordance with manufacturer's instructions.

3.03 SCHEDULES

- A. Piping
 - 1. All pipe identification shall be color coded in accordance with the following:
 - a. Domestic cold water - Green

END OF SECTION 22 0553

SECTION 22 1005 - PLUMBING PIPING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Pipe, pipe fittings, valves, and connections for piping systems.
 - 1. Domestic water.

1.02 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data on pipe materials, pipe fittings, valves, and accessories. Provide manufacturers catalog information. Indicate valve data and ratings.

1.03 QUALITY ASSURANCE

- A. Perform work in accordance with applicable codes.
- B. Valves: Manufacturer's name and pressure rating marked on valve body.

1.04 DELIVERY, STORAGE, AND HANDLING

- A. Accept valves on site in shipping containers with labeling in place. Inspect for damage.

PART 2 PRODUCTS

2.01 GENERAL REQUIREMENTS

- A. Potable Water Supply Systems: Provide piping, pipe fittings, and solder and flux (if used), that comply with NSF 61 and NSF 372 for maximum lead content; label pipe and fittings.

2.02 WATER PIPING, BURIED WITHIN 5 FEET OF BUILDING

- A. Copper Pipe: ASTM B42, hard drawn.
 - 1. Fittings: ASME B16.18, cast copper alloy or ASME B16.22 wrought copper and bronze.
 - 2. Joints: ASTM B32, alloy Sn95 solder.

2.03 WATER PIPING, ABOVE GRADE

- A. CPVC Pipe: ASTM D2846/D2846M, ASTM F441/F441M, or ASTM F442/F442M.
 - 1. Fittings: CPVC; ASTM D2846/D2846M, ASTM F437, ASTM F438, or ASTM F439.
 - 2. Joints: ASTM D2846/D2846M, solvent weld with ASTM F493 solvent cement.

2.04 FLANGES, UNIONS, AND COUPLINGS

- A. Unions for Pipe Sizes 3 Inches and Under:
 - 1. Ferrous pipe: Class 150 malleable iron threaded unions.
 - 2. Copper tube and pipe: Class 150 bronze unions with soldered joints.

2.05 STRAINERS

- A. Manufacturers:
 - 1. Armstrong International, Inc: www.armstronginternational.com.
 - 2. Green Country Filter Manufacturing: www.greencountryfilter.com.
 - 3. WEAMCO: www.weamco.com.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that excavations are to required grade, dry, and not over-excavated.

3.02 PREPARATION

- A. Ream pipe and tube ends. Remove burrs. Bevel plain end ferrous pipe.
- B. Remove scale and dirt, on inside and outside, before assembly.
- C. Prepare piping connections to equipment with flanges or unions.

3.03 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Provide non-conducting dielectric connections wherever jointing dissimilar metals.
- C. Route piping in orderly manner and maintain gradient. Route parallel and perpendicular to walls.
- D. Install piping to allow for expansion and contraction without stressing pipe, joints, or connected equipment. Refer to Section 22 0516.
- E. Copper Pipe and Tube: Make soldered joints in accordance with ASTM B828, using specified solder, and flux meeting ASTM B813; in potable water systems use flux also complying with NSF 61 and NSF 372.

3.04 DISINFECTION OF DOMESTIC WATER PIPING SYSTEM

- A. Disinfect water distribution system in accordance with Section 33 1300.
- B. Prior to starting work, verify system is complete, flushed and clean.
- C. Ensure Ph of water to be treated is between 7.4 and 7.6 by adding alkali (caustic soda or soda ash) or acid (hydrochloric).
- D. Inject disinfectant, free chlorine in liquid, powder, tablet or gas form, throughout system to obtain 50 to 80 mg/L residual.
- E. Bleed water from outlets to ensure distribution and test for disinfectant residual at minimum 15 percent of outlets.
- F. Maintain disinfectant in system for 24 hours.
- G. If final disinfectant residual tests less than 25 mg/L, repeat treatment.
- H. Flush disinfectant from system until residual equal to that of incoming water or 1.0 mg/L.
- I. Take samples no sooner than 24 hours after flushing, from 10 percent of outlets and from water entry, and analyze in accordance with AWWA C651.

3.05 SERVICE CONNECTIONS

- A. Provide new water service complete with approved double check backflow preventer and water meter with by-pass valves, and sand strainer.
- B. Provide new gas service complete with gas meter and regulators. Gas service distribution piping to have initial minimum pressure of 7 inch wg. Provide regulators on each line serving gravity type appliances, sized in accordance with equipment.

END OF SECTION 22 1005

SECTION 22 1006 - PLUMBING PIPING SPECIALTIES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Backflow preventers.

1.02 RELATED REQUIREMENTS

- A. Section 22 1005 - Plumbing Piping.

1.03 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide component sizes, rough-in requirements, service sizes, and finishes.
- C. Manufacturer's Instructions: Indicate Manufacturer's Installation Instructions: Indicate assembly and support requirements.
- D. Maintenance Data: Include installation instructions, spare parts lists, exploded assembly views.
- E. Operation and Maintenance Manuals: Include in manuals the information listed below. For information on how to prepare and submit manuals see section 1780 (Closeout Submittals).
- F. Operating instructions
- G. Maintenance instructions, including preventative and corrective maintenance.
- H. Copies of warranties
- I. Shop drawings and product data

1.04 QUALITY ASSURANCE

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Accept specialties on site in original factory packaging. Inspect for damage.

PART 2 PRODUCTS

2.01 DOUBLE CHECK VALVE ASSEMBLIES

- A. Manufacturers:
 - 1. Ames
 - 2. Conbraco Industries; Model _____: www.apollovalves.com.
 - 3. Watts Regulator Company: www.wattsregulator.com.
 - 4. Substitutions: See Section 01 6000 - Product Requirements.
- B. Double Check Valve Assemblies:
 - 1. ASSE 1012; Bronze body with corrosion resistant internal parts and stainless steel springs; two independently operating check valves with intermediate atmospheric vent.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install in accordance with manufacturer's instructions.

END OF SECTION 22 1006

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.
 5. Curing compounds.
 6. Applied finish materials.
 7. Bonding agent or adhesive.
 8. Joint fillers.
- F. Minutes of preinstallation conference.

1.04 QUALITY ASSURANCE

- A. **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.
- B. **Manufacturer Qualifications:** Manufacturer of ready-mixed concrete products complying with ASTM C 94 requirements for production facilities and equipment.
 - 1. 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.
- E. **ACI Publications:** Comply with ACI 301, "Specification for Structural Concrete," unless 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.
- G. **Mockups:** Cast mockups of full-size sections of concrete pavement to demonstrate typical 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 Architect.
 - 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.
 - 4. Maintain approved mockups during construction in an undisturbed condition as a standard for judging the completed pavement.
 - 5. Demolish and remove approved mockups from the site when directed by Architect.
 - 6. Approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.
- H. **Preinstallation Conference:** Conduct conference at Project site to comply with requirements in Division 1 Section "Project Meetings."
 - 1. 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.
 - c. Ready-mix concrete producer.
 - d. Concrete subcontractor.

1.05 PROJECT CONDITIONS

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

PART 2 - PRODUCTS

CEMENT CONCRETE PAVEMENT

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.
 - 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; Fibermesh, Div. 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.
- 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.
- 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 drum-type 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

- 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 1-1/2 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.
 - 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.
- 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.
 - 1. 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.
- 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 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, unlevelled 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.
 5. 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.

1. 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.

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.

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.
 - 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 1 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.

PART 2 - PRODUCTS

2.01 SILT FENCES.

Synthetic Filter Fabric for silt fences. Provide pervious sheet of polypropylene, nylon, or polyethylene fabric conforming to the following physical and hydraulic characteristics: <u>Physical Properties (Min.)</u>	<u>Requirement</u>	<u>Test Method</u>
Grab Tensile, lbs.	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

- 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.

EROSION AND SEDIMENTATION CONTROL

- 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:
 - 1. 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 limit 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 - TURF 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.

- B. Certification of grass seed.
 - 1. 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:
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.
- 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 mulch 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

SECTION 331100 - WATER DISTRIBUTION SYSTEM

PART 1 GENERAL

1.1 SCOPE

- A. The Contractor shall furnish all labor, equipment, and materials and perform all operations necessary to construct a complete, functioning, NFPA, SCDHEC and City of Aiken approved water distribution system.
- B. All materials and work performed shall be in accordance with plans, specifications, applicable codes and standards, and of first-class workmanship.

1.2 SAFETY PROVISIONS

- A. It shall be the responsibility of the Contractor to protect persons from injury and to avoid property damage.
- B. Contractor shall provide and maintain adequate barricades, construction signs, torches, red lanterns and guards during the progress of the construction work and until it is safe for traffic to drive over the trenches in the roadway.
- C. Contractor shall perform all construction in a safe manner, specifically, the rules and regulations of the Occupational Safety and Health Administration (OSHA) and the Manual of Uniform Traffic Control Devices (MUTCD).

1.3 REFERENCES

- A. The City of Aiken Minimum Engineering and Construction Standards.
- B. Manual of Uniform Traffic Control Devices (MUTCD)
- C. NSF 61, "Drinking Water System Components – Health Effects"
- D. ASTM B62, Standard Specification for Composition Bronze or Ounce Metal Castings
- E. ASTM B88, Standard Specification for Seamless Copper Water Tube
- F. ASTM D1248, Standard Specification for Polyethylene Plastics Extrusion Materials For Wire and Cable
- G. ASTM D1599, Standard Test Method for Resistance to Short-Time Hydraulic Failure Pressure of Plastic Pipe, Tubing, and Fittings
- H. ASTM D1785, Standard Specification for Poly(Vinyl Chloride) (PVC) Plastic Pipe, Schedules 40, 80, and 120
- I. ASTM D2241, Standard Specification for Poly(Vinyl Chloride) (PVC) Pressure-Rated Pipe (SDR Series)
- J. ASTM D2737, Standard Specification for Polyethylene (PE) Plastic Tubing
- K. ANSI/AWWA C110, American National Standard for Ductile-Iron and Gray-Iron Fittings, 3 in. through 48 in. (75 mm through 1200 mm), for Water and Other Liquids - International Restrictions
- L. ANSI/AWWA C500, AWWA Standard for Metal-Seated Gate Valves for Water Supply Service - International Restrictions
- M. ANSI/AWWA C600, Standard for Installation of Ductile-Iron Water Mains and their Appurtances - International Restrictions
- N. ANSI/AWWA C651, Disinfecting Water Mains - International Restrictions
- O. ANSI/AWWA C800, Underground Service Line Valves and Fittings - International Restrictions

- P. ANSI/AWWA C900, Polyvinyl Chloride (PVC) Pressure Pipe, 4 in. through 12 in., for Water Distribution - International Restrictions
- Q. NFPA24, Installation of Private Fire Service Mains and their appurtenances.

1.4 EXISTING UTILITIES

- A. Contractor shall provide necessary temporary support, adequate protection and maintenance of all underground and surface utility structures, drains, sewers, and other obstructions encountered in the progress of the work at his own expense.
- B. Where existing utility structures such as conduits, ducts, pipe branch connections to main sewers, or main drains obstruct the grade or alignment of the pipe, the Contractor shall permanently support, relocate, remove, or reconstruct, the existing structure with the cooperation of the their owners.
 - 1. Do not deviate from the required line or grade except, as directed, in writing by the Architect.
- C. The Contractor shall obtain a PUPS Certification number and an existing utility field location at least 48 hours prior to beginning any excavation.
- D. Prior to beginning construction, the Contractor shall verify the size, location, elevation, and material of all existing utilities within the area of construction by use of record drawings, electronic locating devices, ground penetrating radar, potholing, or other suitable techniques.
- E. Existing utility locations shown on these plans are approximate and identified as either "to remain" or "to be removed".
 - 1. The Architect assumes no responsibility for the accuracy of existing utilities shown or for any existing utilities not shown.
- F. The Contractor is responsible for repairing any damage done during construction to any and all existing utilities.
- G. If upon excavation, an existing utility is found to be in conflict with the proposed construction or to be of a size or material different from that shown on the plans; the Contractor shall immediately notify the Architect.
- H. Provide water services to each building from the underground water main system, and not from adjacent buildings.

1.5 SHOP DRAWINGS AND SUBMITTALS

- A. The Contractor shall provide the Architect a copy of all manufacturers' literature and data for materials installed under this section.
 - 1. The Architect shall review and stamp the submittals, "Approved" prior to installation by the Contractor.
- B. Prior to final approval and acceptance of work, the Architect and other Regulatory Agencies shall review and accept the Contractors "As-Built" documentation.
 - 1. The Contractor shall provide complete and accurate "As-Built" information relative to manholes, valves, services, fittings, length of pipe, and the like, with the horizontal and vertical information verified by an independent Registered Surveyor to the Architect and other regulatory Agencies.

1.6 APPLICABLE CODES

- A. General: All construction and materials shall conform to the City of Aiken and SCDHEC requirements and all local and national codes where applicable.
- B. Survey Data: All elevations on the plans or referenced in the specifications are based on National Geodetic Vertical Datum of 1929 (NGVD).

- C. Portable water shall comply with the City of Aiken and SCDHEC Minimum Engineering and Construction Standards, Water and Sewer Systems," and/or the construction standards of any municipality having, jurisdiction.

1.7 RELATED DOCUMENTS

- A. The provisions of the General Conditions, Supplementary Conditions, and the Sections included under, Division 1, General Requirements, are included as part of this section.
- B. Section 312000 – Earth Moving

PART 2 PRODUCTS

2.1 PIPE

- A. OFF-SITE
 - 1. For water main construction within the public right-of-way and utility easements refer to city, county, or state utility standards and specifications for water main construction within their right-of-way.
- B. ON-SITE
 - 1. The water main shall be either polyvinyl chloride (PVC) pipe or ductile iron pipe (DIP) and shall have push on rubber gasket joints.
 - 2. Pressure pipe (4" and larger) PVC pipe shall be pressure pipe with iron o.d. class 200 (SDR 14) for fire mains, conforming to AWWA C900.
 - 3. Ductile iron pipe (4" and larger) shall be cement-mortar lined and seal coated, class 200 for fire mains, mechanical, or push-on joints.
 - 4. Pressure pipe (under 4") Polyvinyl chloride (PVC) pressure pipe, schedule 80 conforming to ASTM D-1785 or SDR 21 conforming to ASTM D2241 with cement-solvent welded joints.
 - 5. Miscellaneous: ¾" threaded tie-rods shall be cadmium plated and painted with a coal tar base paint following installation.

2.2 FITTINGS

- A. Fittings for ductile iron and PVC pipes (4" and larger) shall have a pressure rating of 250 psi; use mechanical joints and conform to the latest revision of ANSI/AWWA C110.
- B. Mechanical joint fittings shall conform to the latest revision of ANSI/AWWA C110.
- C. Flanged fittings shall conform to ANSI Specifications for Class 125.
- D. Brass fittings shall conform to ANSI/AWWA C800, with all exposed threads covered with a protective plastic coating.
- E. Fittings for PVC pipe shall be cast iron mechanical joint type having a pressure rating of 250 psi and conforming to ANSI/AWWA C110.

2.3 VALVES

- A. Gate valves 2½" or less in size shall be standard 125 pound, non-rising stem, bronze, double-disc, screwed type, equipped with hand wheel.
- B. Gate valves over 2½" shall be resilient seat gate valves with iron body, non-rising stem, fully coated disc with rubber seat ring manufactured in accordance with ANSI/AWWA C500.

2.4 VALVE BOXES

- A. Valve boxes shall be of standard extension design manufactured with top cover marked "water."
- B. The top section shall be adjustable for elevation and shall be set to allow equal movement above and below grade.
- C. Provide valve box appropriate in size for the required valve.
- D. Center the base of valve box over the valve and rest firmly on compacted backfill and the entire assembly shall be plumb.
- E. Valve boxes shall be like Figure H-10364, as manufactured by Mueller Company, or an approved equal.

2.5 HYDRANTS

- A. Hydrants shall have a minimum 6" mechanical joint base pipe connection, 5¼" main valve opening, two 2½" hose nozzles, and one 4½" pumper nozzle. Confirm with the City of Aiken.
 - 1. Threads shall be National Standard.
 - 2. Hydrants shall be cast iron body, fully bronze mounted, suitable for a working pressure of 150 pounds, and shall be in accordance with the latest specification of the ANSI/AWWA C-502.
 - 3. They shall be of the O-ring seal type.
 - 4. Operation nut shall open counter-clockwise and be of the pentagonal shape, measuring 1½" from point to opposite flat.
- B. Provide hydrants with a breakaway feature that breaks cleanly upon impact.
 - 1. This shall consist of a two-part breakable safety flange with a breakable stem coupling.
 - 2. The upper and lower barrels shall be fluted and ribbed above and below the safety flange or have an extra strength lower barrel.
- C. Paint hydrants with one coat of zinc chromate primer and two finish coats of an approved paint of Architect approved color.
 - 1. Hydrants shall be Number A-423, Traffic type, as manufactured by Mueller Company, or an approved equal.

2.6 SERVICE CONNECTION AND METER

- A. The Contractor shall install in coordination with the City of Aiken water system complete with dual backflow preventer, valves and vault, at the locations shown on the drawings, and in accordance with the specifications as shown on the drawings.
- B. Contractor shall submit shop drawings for meter, valves, and backflow preventer.
- C. Contractor is responsible for all costs associated with providing and installing water meters, vaults, backflow preventers, valves, and connections in accordance with the applicable local utility.

2.7 SERVICE METERS

- A. Service water meters shall be as specified by the City of Aiken.
- B. The meter shall be of the straight reading type, recording flow in gallons, and shall be of the sealed register type.
- C. Meters shall conform to applicable specifications of ANSI/AWWA and shall be as manufactured by Neptune Meter Company, or an approved equal.

2.8 METER BOXES

- A. Meter boxes shall be precast concrete with a two-piece reinforced concrete cover including a round concrete reading lid. All meter boxes must also meet local utility company requirements.

1. Meter boxes for larger meters shall be of suitable size for the enclosed meter.
- B. Contractor shall submit shop drawings for meter boxes larger than $\frac{3}{4}$ ".

2.9 BACKFLOW PREVENTERS

- A. Backflow preventers shall conform to AWWA Standard C506.
 1. The backflow preventer shall be provided as an assembly from one manufacturer. The assembly shall include two isolation valves, two check valves, and all other fittings or accessories needed to satisfy referenced design standards.
- B. Paint backflow preventers with one coat of zinc chromate primer and two finish coats of an approved paint of Architect approved color.
- C. Provide chain and padlock then chain and lock valves on all backflow preventers together.

2.10 PRESSURE GAGES

- A. Pressure Gages: Pressure gages for line pressure measurement shall conform to Federal Specifications GG-G-76, Class 1, Style A, Type 1, $3\frac{1}{2}$ " diameter with phenolic case, or as indicated on the drawings.

2.11 CHECK VALVES

- A. Check valves shall be SCDHEC and the City of Aiken approved AWWA standard for 200-psi working pressure, swing type, iron body, or bronze mounted, leather faced disc, suitable for vertical or horizontal position.
- B. Valves shall be Mueller Figure A-2600 or approved equal.
- C. Where designated on the plans, check valves shall be spring loaded, double half disc wafer check valve, manufactured by TRW Mission, or approved equal.
- D. Spring shall be of sufficient tension so valve will close without appreciable slam.

2.12 WATER SERVICES

- A. Polyethylene Tubing – Material shall comply with ASTM D1248 and the following:
 1. Polyethylene extrusion compound for extruding the polyethylene tubing shall comply with applicable requirements for PE-3406 or 3408 ultra high molecular weight polyethylene plastic material
 2. Tubing shall have a working pressure rating of 160 psi at 73.4°F.
 3. Tubing must be capable of maintaining pressure of 340 psi at 73.4°F for 1,000 hours when tested in accordance with ASTM D1599.
 4. Tubing surfaces shall be free from bumps and irregularities. Materials must be completely homogeneous and uniform in appearance.
 5. Tubing dimensions and tolerances shall correspond with the valves listed in ASTM D2737 with a standard dimension ratio (SDR) of 9.
 6. Provide label on tubing with brand name and manufacturer, NSF Seal, size, type of plastic material, and ASTM applicable designation with which the tubing complies.
- B. Copper tubing shall be type "K" and conform to AWWA Specification 75-CR and ASTM B88 with a working pressure rating of 160 psi at 73.4°F.
- C. Other service materials may be considered for specific installations, upon submissions of specification and approval by the Architect.
- D. Joints:
 1. Joints for polyethylene or copper tubing shall be of the compression type utilizing a totally confined grip seal and coupling nut.

- a. Provide stainless steel tube stiffener insert for P.E. tubing service.
2. Other type joints may be considered for specific installations, upon submissions of specifications and approval by the Architect.

2.13 METER VALVES

- A. Meter valves shall be of bronze construction in accordance with ASTM B62.
- B. Meter valves shall be closed bottom design and resilient "o" ring sealed against external leakage at the top.
- C. Provide a shut-off with a resilient pressure actuated seal so positioned in the plug as to completely enclose the flow way in the closed position.
- D. The inlet side of all meter valves shall have a compression type fitting as detailed in Section C Part 1.
- E. Meter valves for meter size 1" and under shall be equipped with a meter-coupling nut on the outlet sides.
- F. Meter valves for 1½" and 2" meters shall have flanged connections on the outlet sides.
- G. Provide meter valves over 2" on individual basis for the particular installation.

2.14 CURB STOPS

- A. Curb stops shall be of the inverted key type with tee-head shut off.
- B. Curb stops shall be made of brass alloy in accordance with ASTM B62.

2.15 CORPORATION STOPS

- A. Provide corporation stops manufactured of brass alloy in accordance with ASTM B62.
- B. Inlet thread shall be taper thread in all sizes in accordance with ANSI/AWWA C800.
- C. Outlet connections shall have a compression type fitting as detailed in Section C Part 1.

2.16 TAPPING SLEEVES

- A. Ductile iron tapping sleeves shall be of the mechanical joint type having a flat-faced ductile iron flange, recessed for a tapping valve with all end and side gaskets totally confined.
- B. The contractor shall determine the outside diameter of the existing main before ordering the sleeve.

PART 3 EXECUTION

3.1 UNLOADING MATERIAL

- A. The Contractor shall exercise care in unloading and handling pipe, valves, fittings, and all other material.
- B. Do not drop pipe from trucks or allow pipe to roll against other pipe.

3.2 EXCAVATION

- A. All excavation to conform to Section 312000.

3.3 SEPARATION OF WATER AND SEWER MAINS

- A. See design plans for water and sewer separation statement and requirements.

3.4 WATER METER

- A. Domestic water service; provide a water meter (max. 3") and dual backflow preventer assembly. (Meter bypass with gate valve), (gate valve, meter, gate valve), (bypass reconnection), and (gate valve, backflow preventer, gate valve).
 - 1. All service pipes for 3" water meter shall be 4" ductile iron pipe with 4" gate valves with flanged fittings for above ground use, and mechanical fittings with retainer glands for underground use.
- B. Fire line system; provide a double detector check valve assembly and a fire department connection.
 - 1. Provide gate valve, (¾" meter bypass with a gate valve and check valve).
- C. Locate both assemblies adjacent to property line, and provide either 6' high chain link fence around the assembly or chain lock the valves as indicated on the plans.

3.5 INSTALLATION OF PIPE

- A. Obtain permission of the Health Department, Water Department, and the Fire Department having jurisdiction, before installing water mains.
- B. All installation of pipe shall conform to AWWA C600.
 - 1. Do not roll or push pipe into the trench from the bank.
 - 2. Contractor shall thoroughly inspect all pipes before lowering into the trench, to insure its sound condition and eliminate the possibility of leakage or bursting under test pressure.
 - 3. Do not use pipes, valves, fittings or any other materials showing defects.
 - 4. Remove all such defective materials from the construction site immediately.
 - 5. Before lowering pipe into the trench, swab or brush it to insure that no dirt or foreign matter is in the finished line.
- C. Lay pipe on a flat bottom trench and backfill tamped to 6" above the top of the pipe.
 - 1. Pipe installation shall conform to "Type B Method" as adopted by Committee A21 of the American Standards Association.
 - 2. Provide a firm even bearing throughout the length of each section of pipe.
 - 3. Pipe shall not bear on any un-yielding structures, nor shall it support any other structures.
 - 4. Plug or cap all dead ends, anchor and hold in place with concrete backing as required.
 - 5. Except while work is in progress, plug all pipe openings to prevent entrance of water or any foreign matter.
 - 6. Remove material deemed unstable for providing adequate support for pipe and replace with a suitable material.
 - 7. Provide an adequate backfill material on the pipe to prevent floating, remove and relay any pipe that floats as directed by the Architect.
 - 8. Water/sewer line separation shall be in accordance with Section R.61-58.4D(12) of the "State Primary Drinking Water Regulations". The distancing requirements outlined by this Section must be explicitly stated in your specifications. Also, the outline of the procedure when these minimum distances cannot be maintained must be submitted.

Separation of Water Mains and Sewers

- (a) Parallel installation – Water mains and hydrant drains shall be laid at least ten (10) feet horizontally from any existing or proposed sewer. The distance shall be measured edge to edge. In cases where it is not practical to maintain a ten foot separation, the Department may allow deviation on a case-by-case basis, if supported by data from the design engineer. Such deviation may allow installation of the water main closer to a sewer, provided that the water main is laid in a

separate trench or on an undisturbed earth shelf located on one side of the sewer at such an elevation that the bottom of the water main is at least eighteen (18) inches above the top of the sewer.

- (b) Crossings – Water mains crossing sewers shall be laid to provide a minimum vertical separation of eighteen (18) inches between the outside of the water main and the outside of the sewer. This shall be the case whether the water main is either above or below the sewer line. Whenever possible, the water main shall be located above the sewer line. Where a new water main crosses a new sewer line, a full length of pipe shall be used for both the water main and sewer line and the crossing shall be arranged so that the joints of each of each line will be as far as possible from the point of crossing and each other. Where a new water main crosses an existing sewer line, one full length of water pipe shall be located so both joints will be as far from the sewer line as possible. Where a water main crosses under a sewer, adequate structural support shall be provided for the sewer line to prevent damage to the water main.
 - (c) Special Conditions – When it is impossible to obtain the distances specified in R.61-58.4(D)(12)(a) and (b) the Department may allow an alternative design. Any alternative design shall:
 - (i) maximize the distances between the water main and sewer line and the joints of each;
 - (ii) use materials which meet requirements R.61-58.4(D)(1) for the sewer line; and,
 - (iii) allow enough distance between all piping to make repairs to one of the lines without damaging the other.(at least 18" horizontal separation)
 - (iv) Sewer Manholes: No water pipe shall pass through or come in contact with any part of a sewer manhole. Water lines may come in contact with storm sewers or catch basins if there is no other practical alternative, provided that ductile iron is used, no joints of the water line are within the storm sewer or catch basin and the joints are located as far as possible from the storm sewer or catch basin.
 - (v) Force Mains: There shall be at least a 10 foot horizontal separation between water mains and sanitary sewer force mains. There shall be an 18 inch vertical separation at crossing as required in R.61-58.4(D)(12)(a) and (b).
 - (vi) Drain-fields and Spray-fields: Potable water lines shall not be laid less than 25 feet horizontally from any portion of a waste-water tile-field or spray-field, or shall be otherwise protected by an acceptable method approved by the Department.
- D. Use one of the three following methods to connect new systems to existing mains:
- 1. Method A that involves a reduced size temporary connection between the existing main and the new main.
 - 2. Method B that involves a direct connection between the new and existing mains using two gate valves separated by a sleeve with a vent pipe.
 - 3. Method C that involves a tap with one gate valve requiring disinfection of the new system prior to conducting the pressure test.

- E. The water utility company shall approve and witness the connection method.

3.6 JOINTS

- A. All joints shall be suitable for the type of pipe being jointed and shall be made in accordance with manufacturer's recommendations.
- B. Mechanical Joints:
 - 1. Mechanical joints shall be of the stuffing box type.
 - 2. Place the gland, followed by the rubber gasket over the plain end of the pipe inserted into the socket.
 - 3. Then push the gasket into position to evenly seat in the socket.
 - 4. Move the gland into position against the face of the socket, insert bolts and make finger tight.
 - 5. Using a ratchet wrench suitable to the pipe size, tighten bolts alternately bottom then top, etc., until the joint is complete.
- C. Compression Joints:
 - 1. Compression joints shall be a rubber seal joint, made pressure tight by a molded rubber gasket and lubricant to facilitate assembly.
 - 2. Make the joint tight by inserting the plain end into the bell after lubrication.
 - 3. The compression joint shall be similar and equal to "Altite" b as manufactured by Alabama Pipe Company.
 - 4. Follow the manufacturer recommendations in making up the joints.
- D. Flanged Joints:
 - 1. Use rubber gaskets to make flanged joints, with bolts having rough square heads and hexagonal nuts made to American Standard rough dimensions that are chamfered and trimmed.
 - 2. Bolts shall be the recommended size for the diameter of pipe being jointed and be tightened to evenly distribute the stress in the bolts and bring the pipe in alignment.

3.7 INSTALLATION OF FITTINGS

- A. Applicable portions of these specifications shall apply to installation of fittings.
- B. Provide reaction or thrust blocking at bends and tees, and where changes in pipe diameter occur at reducers or in fittings.
- C. Refer to details for concrete strength and dimensions.
- D. Provide restrained joints for all fittings in the public right-of-way.

3.8 INSTALLATION OF FIRE HYDRANTS

- A. Applicable portions of these specifications shall apply to installation of fire hydrants.
- B. All hydrants shall stand plumb and burial line shall be set at finished grade.
- C. Place sufficient concrete thrust blocking as shown on the plans or as directed by the Architect.

3.9 INSTALLATION OF VALVES

- A. Applicable portions of these specifications shall apply to installation of valves.
 - 1. All valves shall stand plumb unless otherwise shown on the plans or directed by the Architect.
 - 2. The operation of installing tapping sleeves and an experienced contractor who has been engaged in this type of work not less than one-year with a representative list of successful installations shall install the valves.

- B. Provide appropriate shut-off in a valve box approximately 5' from the building on domestic water line to each building.

3.10 PRESSURE TESTS

- A. After adequately backfilling the pipe and at least seven days after placing the last concrete thrust blocking, pressure test all laid pipe for two hours at 200 psi minimum, in accordance with ANSI/AWWA C600-93.
- B. The pressure test shall not vary more than ±1 psi during the test.
- C. Remove all air is from the pipe prior to pressure tests.
- D. The Contractor shall provide such means of venting the pipe as are required.
- E. The Contractor shall replace any material or installation proving defective.
- F. A representative of the City/County and the Architect shall witness the pressure test.

3.11 LEAKAGE TESTS

- A. Bring the main up to test pressure, and hold at this pressure.
 1. Carefully measure make-up water by use of a displacement meter or by pumping the water from a vessel of known volume.
 2. Walk the length of the pipeline and inspect all joints for leakage and movement of pipe.
 3. Repair all visible leaks.
 4. Should any section of pipeline disclose joint leakage greater than that permitted, the Contractor shall, at his own expense, locate and repair the defective joints until leakage is within the permitted allowance.
- B. All pipe, etc. shall be tested under a constant pressure of 200 psi (fire main at 200 psi) for a minimum test of two hours and shall not exceed the leakage requirements as per ANSI/AWWA specifications of C600-93 leakage formula:

	<u>Ductile Iron</u>	<u>PVC</u>
	$L = [SD(P)^{1/2}] + 133,200$	$L = [ND(P)^{1/2}] + 7,400$
	$L = \text{allowable leakage (gals./hr.)}$	$L = \text{allowable leakage (gals./hr.)}$
	$S = \text{length of the pipeline tested (feet)}$	$N = \# \text{ of joints in pipeline being}$
tested	$D = \text{diameter of pipe (inches)}$	$D = \text{diameter of pipe (inches)}$
	$P = \text{average test pressure (psig)}$	$P = \text{average test pressure (psig)}$

P = average test pressure in pounds per square inch

3.12 BACKFILL

- A. Backfill shall be in compliance with Section 31200 Earth Moving.
- B. On completion of pressure and leakage tests, the exposed joints shall be backfilled to a depth of 12" above the top of the pipe.
 1. Backfill shall be carefully compacted until 12" of cover exists over the pipe.
 2. Place the remainder of the backfill and compacted thoroughly by puddling and tamping.
 3. When directed, the contractor may backfill the trench neatly rounded to a sufficient height allowing for settlement to grade after consolidation.

3.13 STERILIZATION OF COMPLETED PIPELINE

- A. Before final acceptance of completed pipeline, all requirements of the City of Aiken and SCDHEC shall be satisfied.
 - 1. Forward satisfactory bacteriological test results from these agencies to the Architect.
- B. Prior to chlorination of mains, remove all dirt and foreign matter by high velocity flushing through fire hydrants or other approved blow-offs.

1. Disinfection of all new mains shall be conducted in accordance with AWWA C651 (including Section 4.8). Before being placed in service, all new mains and repaired portions of, or existing mains must be thoroughly flushed then chlorinated with not less than fifty (50) ppm of available chlorine. Water from existing distribution system or other source of supply should be controlled so as to flow slowly into the newly laid pipeline during the application of chlorine. The solution must be retained in the pipeline for not less than twenty-four (24) hours. At the end of this 24-hour period, the treated water in all portions of the main must have a residual of not less than ten (10) ppm free chlorine. Then the system must be flushed with potable water and the sampling program started. The number of sampling sites depends on the amount of new construction but must include all dead-end lines and be representative of the water in the newly constructed mains and shall be collected a minimum of every 1,200 linear feet. Prior to sampling, the chlorine residual must be reduced to normal system residual levels or be non-detectable in those systems not chlorinating. At each site, a minimum of two (2) satisfactory bacteriological samples for total coliform analysis taken at least 24 hours apart shall be obtained and shall be collected a minimum of every 1,200 linear feet. Also at each site, chlorine residual at time of sampling must be measured and reported. If the membrane filter method of coliform analysis is used, non-coliform growth must also be reported. If the non-coliform growth is greater than eighty (80) colonies per one hundred (100) milliliters, the sample result is invalid and must be repeated. All samples shall be analyzed by a State approved laboratory with results being submitted with the registered professional engineer's letter of certification. Samples must show that the water line is completely free of coliform bacteria.

3.14 RESTORATION OF SURFACES AND/OR STRUCTURES

- A. The Contractor shall restore and/or replace paving, curbing, sidewalks, fences, sod, survey points, or other disturbed surfaces or structures to a condition equal to that before the work was begun and to satisfaction of the Architect, and shall furnish all labor and materials incidental thereto.
- B. Restoration of surfaces and/or structures shall comply with all requirements of the applicable governing agencies including City, Town, County, and State.

3.15 CLEANING UP

- A. The Contractor shall remove surplus pipeline material, tools, temporary structures, etc., and as directed by the Architect, shall dispose of all dirt, rubbish, and excess earth.
- B. The construction site shall be left clean, to the satisfaction of the Architect

3.16 INSPECTIONS

- A. The Contractor shall notify the City, Architect, and the Owner 24 hours prior to beginning construction to arrange the required inspection of the water system.

3.17 PROJECT RECORD DOCUMENTS

- A. The Contractor shall maintain accurate and complete records of work items completed.

- B. Prior to the placement of any asphalt or concrete pavement, the Contractor shall submit to the Architect, "as-built" plans showing water improvements.
 - 1. Paving operations shall not commence until the Architect has reviewed the "as-built."
- C. All "as-built" information submitted to the Architect shall be sufficiently accurate, clear and legible to satisfy the Architect that the information provides a true representation of the improvements constructed.
- D. Upon completion of construction, the Contractor shall submit to the Architect five complete sets of "as-built" construction drawings and one set of mylars.
 - 1. Clearly mark these drawings "as-built" show all construction changes and dimensioned locations and elevations of all improvements and signed by the Contractor.
 - 2. A Professional Land Surveyor registered in the State of Florida shall sign and seal the "As-Built drawings.
- E. "As-built" information on the water system shall include vertical and horizontal locations of all valves, fittings, fire hydrants, water services, and connection points.
 - 1. They shall show the associated pipe size and material type, and must also show the sample points and the sample point numbers must conform to the numbers used on the bacteriological test results.

3.18 FIRE PROTECTION SYSTEM.

- A. Fire line extension from the main to the building, will be installed by a licensed fire sprinkler contractor. Test fire sprinkler pipe to 200 psi.
- B. All firefighting equipment (fire department connection, hydrants, double detector check valve, and gate valves) to be more than 40' away from the building.
 - 1. Maintain 7' clearance around each fire hydrant.
- C. Provide flow and pressure test reports according to NFPA 24.
- D. Verify the fire protection water systems and hydrant locations are approved by the fire fighting authority having, jurisdiction.

END OF SECTION 331100