



**USC Upstate College of Arts and Sciences
Structural Repairs
H34-I367**

PROJECT MANUAL

**ISSUE FOR BIDS
November 13, 2014**



Bailey and Son Engineering, Inc.
124 Edinburgh Court, Suite 209
Greenville, SC 29607
(864) 232-1284

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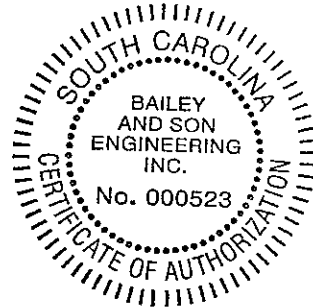
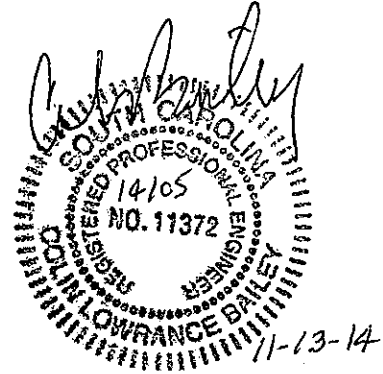
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SE-310
REQUEST FOR ADVERTISEMENT

PROJECT NAME: USC Upstate College of Arts and Sciences Structural Repairs

PROJECT NUMBER: H34-I367

PROJECT LOCATION: USC Upstate - Spartanburg, SC

Contractor may be subject to performance appraisal at close of project

BID SECURITY REQUIRED? Yes No

PERFORMANCE & PAYMENT BONDS REQUIRED? Yes No

CONSTRUCTION COST RANGE: \$60,000 - \$100,000

DESCRIPTION OF PROJECT: Work includes removal and replacement of portions of suspended concrete slab roof over mechanical room and suspended walkway, portions of exterior wall, replacement of steel joists & girders, brickwork & metal railing. Bidders are responsible for obtaining all bidding documents from the USC Purchasing website: <http://purchasing.sc.edu>. Small and minority business participation is encouraged.

A/E NAME: Bailey and Son Engineering, Inc.

A/E CONTACT: Alan H. Chamblee, PE

A/E ADDRESS: Street/PO Box: 124 Edinburg Court, Suite 209

City: Greenville

State: SC ZIP: 29607-2542

EMAIL: achamblee@base91.com

TELEPHONE: (864) 232-1284

FAX: (864) 232-3114

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

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

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

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

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

<http://purchasing.sc.edu> See Facilities/Construction Solicitation & Awards

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

DATE: 11/25/2014 **TIME:** 10:00AM **PLACE:** USC Upstate Facilities Management Center, 155 American Way, Spartanburg, SC 29303

AGENCY: University of South Carolina

NAME OF AGENCY PROCUREMENT OFFICER: Clarissa Clark

ADDRESS: Street/PO Box: 743 Greene St.

City: Columbia

State: SC ZIP: 29208-

EMAIL: clarkcg2@mailbox.sc.edu

TELEPHONE: 803-777-7162

FAX: 803-777-7334

BID CLOSING DATE: 12/11/2014 **TIME:** 2:00PM **LOCATION:** 743 Greene St. Conf Rm 53, Columbia, SC 29208

BID DELIVERY ADDRESSES:

HAND-DELIVERY:

Attn: Clarissa Clark

Facilities Center

743 Greene Street

Columbia, SC 29208

MAIL SERVICE:

Attn: Clarissa Clark

Facilities Center

743 Greene Street

Columbia, SC 29208

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

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

DATE: _____

Section AIA A701-1997

Instruction to Bidders

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

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

Original AIA Document on file at the Office of the University of South Carolina Construction Services, 743 Greene St, Columbia, SC 29208

END OF SECTION AIA A701-1997

OSE FORM 00201**STANDARD SUPPLEMENTAL INSTRUCTIONS TO BIDDERS****OWNER:** University of South Carolina**PROJECT NUMBER:** H34-I367**PROJECT NAME:** USC Upstate College of Arts and Sciences Structural Repairs**PROJECT LOCATION:** USC UPSTATE, SPARTANBURG, SC**PROCUREMENT OFFICER:** Ben Coonrod**1. STANDARD SUPPLEMENTAL INSTRUCTIONS TO BIDDERS**

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

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

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

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

2. MODIFICATIONS TO A701-1997

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

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

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

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

2.4. *In Section 2.1.1:*

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

Insert the following at the end of this section:

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

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

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

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

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

2.2 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

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

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

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

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

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

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

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

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

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

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

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

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

2.3 DRUG FREE WORKPLACE

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

2.4 CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS

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

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

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

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

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

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

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

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

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

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

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

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

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

2.5 ETHICS CERTIFICATE

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

2.6 RESTRICTIONS APPLICABLE TO BIDDERS & GIFTS

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

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

2.7. Delete Section 3.1.1 and substitute the following:

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

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

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

2.10. Insert the following Section 3.1.5

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

2.11. In Section 3.2.2:

Delete the words "and Sub-bidders"

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

2.12. In Section 3.2.3:

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

Insert the following at the end of the section:

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

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

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

2.14. Delete Section 3.3.2 and substitute the following:

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

2.15. Delete Section 3.4.3 and substitute the following:

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

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

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

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

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

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

2.19. Delete Section 4.1.3 and substitute the following:

4.1.3 Sums shall be expressed in figures.

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

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

2.21. Delete Section 4.1.5 and substitute the following:

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

2.22. Delete Section 4.1.6 and substitute the following:

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

2.23. Delete Section 4.1.7 and substitute the following:

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

2.24. Delete Section 4.2.1 and substitute the following:

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

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

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

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

2.26. Delete Section 4.2.3 and substitute the following:

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

2.27. Insert the following Section 4.2.4:

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

2.28. Delete Section 4.3.1 and substitute the following:

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

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

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

2.30. Delete Section 4.4.2 and substitute the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

6.1 CONTRACTOR'S RESPONSIBILITY

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

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

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

2.37. *Insert the following Section 6.4*

6.4 CLARIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9.2 CONTRACTOR LICENSING

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

9.3 SUBMITTING CONFIDENTIAL INFORMATION

For every document Bidder submits in response to or with regard to this solicitation or request, Bidder must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Bidder contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged & confidential, as that phrase is used in Section 11-35-410. For every document Bidder submits in response to or with regard to this solicitation or request, Bidder must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Bidder contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Bidder submits in response to or with regard to this solicitation or request, Bidder must separately mark with the word "PROTECTED" every page, or portion thereof, that Bidder contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire bid as confidential, trade secret, or protected! If your bid, or any part thereof, is improperly marked as confidential or trade

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

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

9.4 POSTING OF INTENT TO AWARD

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

Room or Area of Posting: Conference Room 53

Building Where Posted: Facilities Center

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

WEB site address (if applicable): _____

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

9.5 PROTEST OF SOLICITATION OR AWARD

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

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

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

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

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

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

9.6 SOLICITATION INFORMATION FROM SOURCES OTHER THAN OFFICIAL SOURCE

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

9.7 BUILDER'S RISK INSURANCE

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

OSE FORM 00201

STANDARD SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

9.8 TAX CREDIT FOR SUBCONTRACTING WITH MINORITY FIRMS

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

§ 9.9 OTHER SPECIAL CONDITIONS OF THE WORK

None

END OF DOCUMENT

Section AIA A301 - 2010

Bid Bond

Bid Bond, AIA Document A301-2010 Edition, is incorporated into the Contract Documents by reference herein.

Bid Bond, AIA Documents A301-2010, may be obtained from the American Institute of Architects, 1735 New York Avenue, N.W., Washington, DC 20006 or from local AIA offices and reprographic offices.

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

END OF SECTION AIA A301 - 2010

**SE-330 – LUMP SUM BID
BID FORM**

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

BID SUBMITTED BY: _____
(Bidder's Name)

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

FOR PROJECT: PROJECT NAME USC Upstate College of Arts and Sciences Structural Repairs
PROJECT NUMBER H34-I367

OFFER

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

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

Bid Bond with Power of Attorney Electronic Bid Bond Cashier's Check

(Bidder check one)

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

ADDENDUM No: _____

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

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

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

_____, which sum is hereafter called the Base Bid.

(Bidder - insert Base Bid Amount on line above)

**SE-330 – LUMP SUM BID
BID FORM**

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

ALTERNATE # 1 (Brief Description): _____

ADD TO or DEDUCT FROM BASE BID: \$0.00 _____

(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: N/A _____

(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: N/A _____

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

**SE-330 – LUMP SUM BID
 BID FORM**

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

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

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

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

INSTRUCTIONS FOR SUBCONTRACTOR LISTING

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

**SE-330 – LUMP SUM BID
BID FORM**

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

§ 9. TIME OF CONTRACT PERFORMANCE AND LIQUIDATED DAMAGES

a. **CONTRACT TIME:** Bidder agrees that the Date of Commencement of the Work shall be established in a Notice to Proceed to be issued by the Owner. Bidder agrees to substantially complete the Work within 120 calendar days from the Date of Commencement, subject to adjustments as provided in the Contract Documents.

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

§ 10. AGREEMENTS

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

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

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

§ 11. ELECTRONIC BID BOND

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

Electronic Bid Bond Number: _____

Signature and Title: _____

**SE-330 – LUMP SUM BID
BID FORM**

BIDDER'S TAXPAYER IDENTIFICATION

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER: N/A

OR

SOCIAL SECURITY NUMBER: N/A

CONTRACTOR'S CLASSIFICATIONS AND SUBCLASSIFICATIONS WITH LIMITATIONS

Classification(s) & Limits: _____

Subclassification(s) & Limits: _____

SC Contractor's License Number(s): _____

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

SIGNATURE

BIDDER'S LEGAL NAME: _____

ADDRESS: _____

BY: _____
(Signature)

DATE: _____

TITLE: _____

TELEPHONE: _____

EMAIL: _____

A101

Standard Form of Agreement Between
Owner and Contractor

Original AIA Document on file at the office
of Construction Services
743 Greene Street, Columbia, SC

OSE FORM 00501

STANDARD MODIFICATIONS TO AGREEMENT BETWEEN OWNER AND CONTRACTOR

OWNER: University of South Carolina

PROJECT NUMBER: H34-I367

PROJECT NAME: USC Upstate College of Arts and Sciences Structural Repairs

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

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

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

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

2.6. *In Section 5.1.6, Insert the following after the phrase “Subject to other provisions of the Contract Documents”:*

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

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

OSE FORM 00501
STANDARD MODIFICATIONS TO AGREEMENT BETWEEN
OWNER AND CONTRACTOR

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

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

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

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

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

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

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

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

Name: Tom Opal
Title: Senior Project Manager
Address: 743 Greene Street, Columbia, SC 29208
Telephone: 803-777-7076 **Fax:** 803-777-8739
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: Ben Coonrod
Title: Project Manager, Facilities Design & Construction
Address: USC Upstate, 800 University Way, Spartanburg, SC 29303
Telephone: 803-530-5386
Email: bcoonrod@fmc.sc.edu

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

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

Name: _____
Title: _____
Address: _____
Telephone: _____ **FAX:** _____
Email: _____

OSE FORM 00501
STANDARD MODIFICATIONS TO AGREEMENT BETWEEN
OWNER AND CONTRACTOR

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

Name: _____
Title: _____
Address: _____
Telephone: _____ **FAX:** _____
Email: _____

2.14. *Add the following Section 8.6.1:*

8.6.1 The Engineer's representative:

Name: Alan H. Chamblee, PE
Title: Project Engineer
Address: 124 Edinburgh Court, Suite 209
Telephone: 864-232-1284 **FAX:** 864-232-3114
Email: achamblee@base91.com

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

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

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

END OF DOCUMENT

A201

General Conditions of the Contract
for Construction

Original AIA Document on file at the office
of Construction Services
743 Greene Street, Columbia, SC

OSE FORM 00811

STANDARD SUPPLEMENTARY CONDITIONS

OWNER: University of South Carolina

PROJECT NUMBER: H34-I367

PROJECT NAME: USC Upstate College of Arts and Sciences Structural Repairs

1 GENERAL CONDITIONS

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

2 STANDARD SUPPLEMENTARY CONDITIONS

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

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

3 MODIFICATIONS TO A201-2007

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

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

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

3.3 *Add the following Section 1.1.9:*

1.1.9 NOTICE TO PROCEED

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

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

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

3.5 *Delete Section 1.5.1 and substitute the following:*

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

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3.6 *Delete Section 2.1.1 and substitute the following:*

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

3.7 *Delete Section 2.1.2 and substitute the following:*

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

3.8 *Delete Section 2.2.3 and substitute the following:*

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

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

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

3.10 *Delete Section 2.2.5 and substitute the following:*

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

3.11 *Add the following Sections 2.2.6 and 2.2.7:*

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

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

3.12 *Delete Section 2.4 and substitute the following:*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

acceptable to the Owner,

3.22 *Delete Section 3.9.2 and substitute the following:*

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

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

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

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

3.24 *Delete Section 3.10.3 and substitute the following:*

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

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

3.25 *Add the following Section 3.10.4:*

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

3.26 *Add the following Section 3.12.5.1:*

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

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

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

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

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3.29 Add the following Sections 3.13.2 and 3.13.3:

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

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

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

including loss of use resulting therefrom,

3.31 *Delete Section 4.1.1 and substitute the following:*

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

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

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

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

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

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

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

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

Work completed and correlated with the

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

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

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

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

3.38 *Delete Section 4.2.14 and substitute the following:*

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

3.39 *Delete Section 5.2.1 and substitute the following:*

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

3.40 *Delete Section 5.2.2 and substitute the following:*

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

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

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

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

3.43 *Add the following Section 5.2.5:*

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

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

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

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

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

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

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

3.45 *Delete the last sentence of Section 5.4.1.*

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

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

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

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

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

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

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

3.49 *Delete Section 7.2.1 and substitute the following:*

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

- .1 The change in the Work;

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

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

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

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

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

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

3.51 *Delete 7.3.3 and substitute the following:*

7.3.3 PRICE ADJUSTMENTS

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

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

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

3.52 *Delete Section 7.3.7 and substitute the following:*

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

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

3.53 *Delete Section 7.3.8 and substitute the following:*

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

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

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

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

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

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

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

§ 7.6.3 Records Retention.

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

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3.55 Delete Section 8.2.2 and substitute the following:

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

3.56 Delete Section 8.3.1 and substitute the following:

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

3.57 Insert the following at the end of Section 9.1:

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

3.58 Delete Section 9.2 and substitute the following:

9.2 SCHEDULE OF VALUES

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

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

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

3.59 Delete Section 9.3.1 and substitute the following:

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

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

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

Insert the following at the end of Section 9.3.2:

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

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

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

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

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

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

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

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

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

3.64 *Delete Section 9.7 and substitute following:*

9.7 FAILURE OF PAYMENT

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

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

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

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

3.67 *Delete Section 9.8.3 and substitute the following:*

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

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

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

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

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

3.70 *Delete Section 9.10.1 and substitute the following:*

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

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

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

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

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

3.73 Delete Section 9.10.5 and substitute the following:

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

3.74 Add the following Section 9.10.6:

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

3.75 Delete Section 10.3.1 and substitute the following:

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

3.76 Insert the following at the end of Section 10.3.2:

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

3.77 Delete Section 10.3.3 and substitute the following:

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

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

In addition to its obligations under Section 3.18, the

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

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

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

3.81 *Delete 11.1.2 and substitute the following:*

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

(1) COMMERCIAL GENERAL LIABILITY:

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

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

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

(3) WORKER’S COMPENSATION:

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

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

3.82 *Delete Section 11.1.3 and substitute the following:*

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

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

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

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

3.83 *Delete Section 11.1.4 and substitute the following:*

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

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

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

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

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

3.87 *Delete Section 11.3.2 and substitute the following:*

11.3.2 BOILER AND MACHINERY INSURANCE

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

3.88 *Delete Section 11.3.3 and substitute the following:*

11.3.3 LOSS OF USE INSURANCE

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

3.89 *Delete Section 11.3.4 and substitute the following:*

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

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

3.91 *Delete Section 11.3.6 and substitute the following:*

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

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

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

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

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

3.94 Delete Section 11.3.9 and substitute the following:

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

3.95 Delete Section 11.3.10 and substitute the following:

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

3.96 Delete Section 11.4.1 and substitute the following:

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

3.97 Delete Section 11.4.2 and substitute the following:

11.4.2 The Performance and Labor and Material Payment Bonds shall:

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

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3.98 *Add the following Sections 11.4.3 and 11.4.4:*

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

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

3.99 *Delete Section 12.1.1 and substitute the following:*

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

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

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

unless otherwise provided in the Contract Documents.

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

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

3.103 *Delete Section 13.1 and substitute the following:*

13.1 GOVERNING LAW

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

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

13.2 SUCCESSORS AND ASSIGNS

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

3.105 *Delete Section 13.3 and substitute the following:*

13.3 WRITTEN NOTICE

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

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

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

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

Unless expressly provided otherwise,

3.107 *Add the following Section 13.4.3:*

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

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

3.5 Warranty

3.17 Royalties, Patents and Copyrights

3.18 Indemnification

7.6 Cost or Pricing Data

11.1 Contractor's Liability Insurance

11.4 Performance and Payment Bond

15.1.6 Claims for Listed Damages

15.1.7 Waiver of Claims Against the Architect

15.6 Dispute Resolution

15.4 Service of Process

3.108 *Delete Section 13.6 and substitute the following:*

13.6 INTEREST

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

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

3.110 *Add the following Sections 13.8 through 13.16:*

13.8 PROCUREMENT OF MATERIALS BY OWNER

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

13.9 INTERPRETATION OF BUILDING CODES

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

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

13.11 SEVERABILITY

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

13.12 ILLEGAL IMMIGRATION

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

13.13 SETOFF

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

13.14 DRUG-FREE WORKPLACE

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

13.15 FALSE CLAIMS

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

13.16 NON-INDEMNIFICATION:

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

3.111 *Delete Section 14.1.1 and substitute the following:*

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

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

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

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

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

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

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

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

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

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

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

3.119 *Delete Section 14.4.1 and substitute the following:*

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

3.120 *Delete Section 14.4.2 and substitute the following:*

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

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

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

3.121 *Delete Section 14.4.3 and substitute the following:*

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

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

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

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

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

14.5 CANCELLATION AFTER AWARD BUT PRIOR TO PERFORMANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15.6 DISPUTE RESOLUTION

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

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

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

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

15.6.5 SERVICE OF PROCESS

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

3.132 Add the following Article 16:

ARTICLE 16 PROJECT-SPECIFIC REQUIREMENTS AND INFORMATION

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

- Special Inspections are required and are not part of the Contract Sum. *(see section 01400)*
- Building Inspections are required and are not part of the Contract Sum. *(see section 01400)*
- Building Inspections are required and are part of the Contract Sum.

The inspections required for this Work are :
(Indicate which services are required and the provider)

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

Remarks: All inspections provided by Owner.

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

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

None

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

See Section 017839

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 Section 013300, and all applicable sections following Division 2

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

**USC SUPPLEMENTAL GENERAL CONDITIONS
FOR CONSTRUCTION PROJECTS**

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

Updated: July 15, 2011

11. For all projects over \$100,000, including IDC's, an SE-395, Contractor Performance Evaluation, will be completed by the USC Project Manager and reviewed with the GC at the beginning of the project and a copy given to the GC. At the end of the project the form will be completed and a Construction Performance rating will be established.
12. Contractor is responsible for removal of all debris from the site, and is required to provide the necessary dumpsters which will be emptied at least 2 times per week. Construction waste must not be placed in University dumpsters. THE CONSTRUCTION SITE MUST BE THOROUGHLY CLEANED WITH ALL TRASH PICKED UP AND PROPERLY DISPOSED OF ON A DAILY BASIS AND THE SITE MUST BE LEFT IN A SAFE AND SANITARY CONDITION EACH DAY. THE UNIVERSITY WILL INSPECT JOB SITES REGULARLY AND WILL FINE ANY CONTRACTOR FOUND TO BE IN VIOLATION OF THIS REQUIREMENT AN AMOUNT OF UP TO \$1,000 PER VIOLATION.
13. **Contractor must provide all O&M manuals, as-built drawings, and training of USC personnel on new equipment, controls, etc. prior to Substantial Completion. Final payment will not be made until this is completed.**
14. The contractor will comply with all regulations set forth by OSHA and SCDHEC. Contractor must also adhere to USC's internal policies and procedures (available by request). As requested, the contractor will submit all Safety Programs and Certificates of Insurance to the University for review.
15. Tree protection fencing is required to protect existing trees and other landscape features to be preserved within a construction area. The limits of this fence will be evaluated for each situation with the consultant, USC Arborist and USC Project Manager. The tree protection fence shall be 5' high chain link fence unless otherwise approved by USC Project Manager. No entry or materials storage will be allowed inside the tree protection zone. A 4" layer of mulch shall be placed over the tree protection area to maintain moisture in the root zone.
16. Where it is necessary to cross walks, tree root zones (i.e., under canopy) or lawns the following measures shall be taken: For single loads up to 9,000 lbs., a 3/4" minimum plywood base shall be placed over areas impacted. For single loads over 9,000 lbs., two layers of 3/4" plywood is required.
17. For projects requiring heavy loads to cross walks tree root zones or lawns. A construction entry road consisting of 10' X 16' oak logging mates on 12" coarse, chipped, hardwood base. Mulch and logging mats shall be supplemented throughout the project to keep matting structurally functional.
18. Any damage to existing landscaping (including lawn areas) will be remediated before final payment is made.
19. Orange safety fence to be provided by the contractor. (USC Arborist, Kevin Curtis may be contacted at 777-0033 or 315-0319)

Updated: July 15, 2011

CAMPUS VEHICLE EXPECTATIONS

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

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 Upstate College of Arts and Sciences Structural Repairs

State Project Number: H34-I367

Brief Description of Awarded Work, as found on the SE-330, Bid Form: Work includes removal and replacement of portions of suspended concrete slab roof over mechanical room and suspended walkway, portions of exterior wall, replacement of steel joists & girders, brickwork & metal railing. Bidders are responsible for obtaining all bidding documents from the USC Purchasing website: <http://purchasing.sc.edu>. Small and minority business participation is encouraged.

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

Name: Bailey and Son Engineering, Inc.
Address: 124 Edinburgh Court, Suite 209
Greenville, SC 29607

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

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

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

CONTRACTOR

SURETY

By: _____
(Seal)

By: _____
(Seal)

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____
(Attach Power of Attorney)

Witness: _____

Witness: _____

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

Performance Bond

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. Definitions

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

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

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

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

Name: _____
Address: _____

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

Name: _____
Address: _____

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

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

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

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

Project Name: USC Upstate College of Arts and Sciences
Project Number: H34-1367
Brief Description of Awarded Work, as found on the SE-330, Bid Form: : Work includes removal and replacement of portions of suspended concrete slab roof over mechanical room and suspended walkway, portions of exterior wall, replacement of steel joists & girders, brickwork & metal railing. Bidders are responsible for obtaining all bidding documents from the USC Purchasing website: <http://purchasing.sc.edu>. Small and minority business participation is encouraged.

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

Name: Bailey and Son Engineering, Inc.
Address: 124 Edinburgh Court, Suite 209
Greenville, SC 29607

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

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

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

CONTRACTOR

SURETY

By: _____
(Seal)

By: _____
(Seal)

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____
(Attach Power of Attorney)

Witness: _____

Witness: _____

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

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

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

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

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

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

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

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

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

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

13. DEFINITIONS

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

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

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

CONSTRUCTION CHANGE ORDER

Change Order No.: []

Agency: University of South Carolina

Project Number: H34-I367

Project Name: USC Upstate College of Arts and Sciences Structural Repairs

Contractor:

Contract Dated: For:

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

Adjustments in the Contract Sum:

Table with 5 rows for contract sum adjustments. Includes fields for original sum, change by previous orders, sum prior to change, amount of this change, and new total sum. Values shown include \$0.00.

Adjustments in Contract Time:

Table with 4 rows for contract time adjustments. Includes fields for original completion date, sum of previous changes, changes in days for this change, and new 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 amount of _____
Change is not within Agency Construction Procurement Certification amount

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

Signature of OSE Project Manager: _____
Date: _____

USC Upstate College of Arts and Sciences Structural Repairs
USC Upstate, Spartanburg, SC
OSE Project Number H34-I367
BaSE Project No.: 14105

CONTRACTOR'S ONE-YEAR GUARANTEE

STATE OF _____

COUNTY OF _____

WE _____

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

Defects or failures resulting from abuse by Owner.

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

[Name of Contracting Firm]

*By _____

Title _____

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

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

_____ State

My commission expires _____

SECTION 01 10 00 - SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Access to site.
 - 2. Coordination with occupants.
 - 3. Work restrictions.
 - 4. Specification and drawing conventions.
 - 5. Miscellaneous provisions.

1.3 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of Project is defined by the Contract Documents and consists of the following:

Renovation of approximately 750 sf inside the Jackson Library to house a freestanding Starbucks cafe. Works involves HVAC, plumbing, electrical, selective demolition, storefront and new finishes.
- B. Type of Contract:
 - 1. Project will be constructed under a single prime contract.

1.4 WORK BY OWNER

- A. General: Cooperate fully with Owner so work may be carried out smoothly, without interfering with or delaying work under this Contract or work by Owner. Coordinate the Work of this Contract with work performed by Owner.

1.5 ACCESS TO SITE

- A. General: Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.
- B. Use of Site: Limit use of Project site to areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
 - 1. Driveways, Walkways and Entrances: Keep driveways and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.

- a. Schedule deliveries with Owner to minimize use of driveways and entrances by construction operations.
 - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
 - c. Contractor to inform Owner of daily schedule, deliveries and interferences which may affect the Owner's day-to-day operations.
- C. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weathertight condition throughout construction period. Repair damage caused by construction operations.

1.6 COORDINATION WITH OCCUPANTS

- A. Partial Owner Occupancy: Owner will occupy the premises during entire construction period, with the exception of areas under construction. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's operations. Maintain existing exits unless otherwise indicated.
- 1. Provide not less than 72 hours' notice to Owner of activities that will affect Owner's operations.

1.7 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.
- 1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
- B. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
- 1. Notify Owner not less than two days in advance of proposed utility interruptions.
- C. Controlled Substances: Use of tobacco products and other controlled substances on Project site is not permitted.
- D. Employee Identification: Provide identification tags for Contractor personnel working on Project site. Require personnel to use identification tags at all times.

1.8 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
- 1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
 - 2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work

of all Sections in the Specifications.

- C. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:
1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
 2. Abbreviations: Materials and products are identified by abbreviations and scheduled on Drawings.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 10 00

SECTION 01_22_00 - UNIT PRICES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for unit prices.

1.3 DEFINITIONS

- A. Unit price is an amount incorporated in the Agreement, applicable during the duration of the Work as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, added to or deducted from the Contract Sum by appropriate modification, if the scope of Work or estimated quantities of Work required by the Contract Documents are increased or decreased.

1.4 PROCEDURES

- A. Measurement and Payment: See individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.
- B. List of Unit Prices: A schedule of unit prices is included in Part 3. Specification Sections referenced in the schedule contain requirements for materials described under each unit price.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF UNIT PRICES

- A. Unit Price No. 1 -Rock Excavation :
 - 1. Description: Excavation of rock in trenches and replacement of suitable soil.
 - 2. Unit of Measurement: Cost per cubic yard.

END OF SECTION 01_22_00

SECTION 01 25 00 - SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for substitutions.
- B. Related Requirements:
 - 1. Instructions to Bidders: For approval of materials, equipment, and product substitution requests prior to Bid Opening.
 - 2. Division 01 Section "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.

1.3 DEFINITIONS

- A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
 - 1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.

1.4 ACTION SUBMITTALS

- A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. Substitution Request Form: Use facsimile of form provided in Project Manual.
 - 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
 - a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.
 - b. Coordination information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors, that will be necessary to accommodate proposed substitution.
 - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
 - d. Product Data, including drawings and descriptions of products and fabrication and

- e. installation procedures.
 - f. Samples, where applicable or requested.
 - g. Certificates and qualification data, where applicable or requested.
 - h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
 - i. Research reports evidencing compliance with building code in effect for Project, from ICC-ES.
 - j. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
 - k. Cost information, including a proposal of change, if any, in the Contract Sum.
 - l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
 - m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
- a. Forms of Acceptance:
 - 1) During Bidding Period:
 - a) Bidding Addendum.
 - 2) After Award:
 - a) Change Order, or Architect's Supplemental Instructions for minor changes in the Work.
 - b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

1.5 QUALITY ASSURANCE

- A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers.

1.6 PROCEDURES

- A. Coordination: Revise or adjust affected work as necessary to integrate work of the approved substitutions.

PART 2 - PRODUCTS

2.1 SUBSTITUTIONS

- A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than 15 days prior to time required for preparation and review of related submittals.
1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
- a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - b. Substitution request is fully documented and properly submitted.
 - c. Requested substitution will not adversely affect Contractor's construction schedule.
 - d. Requested substitution has received necessary approvals of authorities having jurisdiction.
 - e. Requested substitution is compatible with other portions of the Work.
 - f. Requested substitution has been coordinated with other portions of the Work.
 - g. Requested substitution provides specified warranty.
- B. Substitutions for Convenience: Not allowed.

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 25 00

SECTION 01 26 00 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for handling and processing Contract modifications.

1.3 MINOR CHANGES IN THE WORK

- A. Architect will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710, "Architect's Supplemental Instructions."

1.4 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - 1. Work Change Proposal Requests issued by Architect are not instructions either to stop work in progress or to execute the proposed change.
 - 2. Within time specified in Proposal Request or 20 days, when not otherwise specified, after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
 - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
 - d. Quotation Form: Use forms acceptable to Architect.
- B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Architect.
 - 1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
 - 2. Include a list of quantities of products required or eliminated and unit costs, with total amount of

- purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 4. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
 5. Comply with requirements in Division 01 Section "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.
 6. Proposal Request Form: Use form acceptable to Architect and Authority.

1.5 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Work Changes Proposal Request, Architect will issue a Change Order for signatures of Owner, Agency, and Contractor on form included in Project Manual.

1.6 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: Architect may issue a Construction Change Directive on AIA Document G714. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
 1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
 1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 26 00

SECTION 01 29 00 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Requirements:
 - 1. Division 01 Section "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
 - 2. Division 01 Section "Construction Progress Documentation" for administrative requirements governing the preparation and submittal of the Contractor's construction schedule.
 - 3. Division 01 Section "Closeout Procedures" for requirements prior to final payment.

1.3 DEFINITIONS

- A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

1.4 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.
 - 1. Coordinate line items in the schedule of values with other required administrative forms and schedules, including the following:
 - a. Application for Payment forms with continuation sheets.
 - b. Submittal schedule.
 - c. Items required to be indicated as separate activities in Contractor's construction schedule.
 - 2. Submit the schedule of values to Architect at earliest possible date, but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
 - 3. Subschedules for Separate Elements of Work: Where the Contractor's construction schedule defines separate elements of the Work, provide subschedules showing values coordinated with each element.
- B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.
 - 1. Identification: Include the following Project identification on the schedule of values:

- a. Project name and location.
 - b. Name of Architect.
 - c. Architect's project number.
 - d. Contractor's name and address.
 - e. Date of submittal.
2. Arrange schedule of values consistent with format of AIA Document G703.
 3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with Project Manual table of contents. Provide multiple line items for principal subcontract amounts in excess of five percent of the Contract Sum.
 4. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
 5. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
 - a. Differentiate between items stored on-site and items stored off-site. If required, include evidence of insurance.
 6. Provide separate line items in the schedule of values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
 7. Each item in the schedule of values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
 - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the schedule of values or distributed as general overhead expense, at Contractor's option.
 8. Schedule Updating: Update and resubmit the schedule of values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.5 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
 1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.
- C. Application for Payment Forms: Use AIA Document G702 and AIA Document G703 as form for Applications for Payment.
- D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
 1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
 2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.

3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
- E. Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site and items stored off-site.
1. Provide certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment, for stored materials.
 2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
 3. Provide summary documentation for stored materials indicating the following:
 - a. Value of materials previously stored and remaining stored as of date of previous Applications for Payment.
 - b. Value of previously stored materials put in place after date of previous Application for Payment and on or before date of current Application for Payment.
 - c. Value of materials stored since date of previous Application for Payment and remaining stored as of date of current Application for Payment.
- F. Transmittal: Submit four signed and notarized original copies of each Application for Payment to by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.
- G. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's liens from subcontractors, sub-subcontractors, and suppliers for construction period covered by the previous application.
1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
 2. When an application shows completion of an item, submit conditional final or full waivers.
 3. Submit final Application for Payment with or preceded by conditional final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
- H. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
1. List of subcontractors.
 2. Schedule of values.
 3. Contractor's construction schedule (preliminary if not final). Final required with second application.
 4. Schedule of unit prices.
 5. Submittal schedule (preliminary if not final). Final required with second application.
 6. List of Contractor's staff assignments.
 7. List of Contractor's principal consultants.
 8. Copies of building permits.
 9. Initial progress report.
 10. Report of preconstruction conference.
- I. Application for Payment at Substantial Completion: After Architect issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
 2. This application shall reflect Certificate(s) of Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 29 00

SECTION 01 31 00 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. General coordination procedures.
 - 2. Coordination drawings.
 - 3. Requests for Information (RFIs).
 - 4. Project meetings.

1.3 DEFINITIONS

- A. RFI: Request from Owner, Architect, or Contractor seeking information required by or clarifications of the Contract Documents.

1.4 INFORMATIONAL SUBMITTALS

- A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
 - 1. Name, address, and telephone number of entity performing subcontract or supplying products.
 - 2. Number and title of related Specification Section(s) covered by subcontract.
 - 3. Drawing number and detail references, as appropriate, covered by subcontract.
- B. Key Personnel Names: Within 15 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home, office, and cellular telephone numbers and e-mail addresses. Provide names, addresses, and telephone numbers of individuals assigned as alternates in the absence of individuals assigned to Project.
 - 1. Post copies of list in project meeting room, in temporary field office. Keep list current at all times.

1.5 GENERAL COORDINATION PROCEDURES

- A. Coordination: Coordinate construction operations included in different Sections of the

Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections, that depend on each other for proper installation, connection, and operation.

1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
 3. Make adequate provisions to accommodate items scheduled for later installation.
- B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
- C. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.

1.6 COORDINATION DRAWINGS

- A. Coordination Drawings, General: Prepare coordination drawings according to requirements in individual Sections, and additionally where installation is not completely shown on Shop Drawings, where limited space availability necessitates coordination, or if coordination is required to facilitate integration of products and materials fabricated or installed by more than one entity.
1. Content: Project-specific information, drawn accurately to a scale large enough to indicate and resolve conflicts. Do not base coordination drawings on standard printed data. Include the following information, as applicable:
 - a. Use applicable Drawings as a basis for preparation of coordination drawings. Prepare sections, elevations, and details as needed to describe relationship of various systems and components.
 - b. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
 - c. Indicate space requirements for routine maintenance and for anticipated replacement of components during the life of the installation.
 - d. Show location and size of access doors required for access to concealed dampers, valves, and other controls.
 - e. Indicate required installation sequences.
 - f. Indicate dimensions shown on the Drawings. Specifically note dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Architect indicating proposed resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.

1.7 REQUESTS FOR INFORMATION (RFIs)

- A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
1. Architect will return RFIs submitted to Architect by other entities controlled by Contractor

- with no response.
2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
1. Project name.
 2. Project number.
 3. Date.
 4. Name of Contractor.
 5. Name of Architect.
 6. RFI number, numbered sequentially.
 7. RFI subject.
 8. Specification Section number and title and related paragraphs, as appropriate.
 9. Drawing number and detail references, as appropriate.
 10. Field dimensions and conditions, as appropriate.
 11. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 12. Contractor's signature.
 13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
 - a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.
- C. RFI Forms: Software-generated form with substantially the same content as indicated above, acceptable to Architect.
1. Attachments shall be electronic files in Adobe Acrobat PDF format.
- D. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow seven working days for Architect's response for each RFI. RFIs received by Architect after 1:00 p.m. will be considered as received the following working day.
1. The following Contractor-generated RFIs will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for approval of Contractor's means and methods.
 - d. Requests for coordination information already indicated in the Contract Documents.
 - e. Requests for adjustments in the Contract Time or the Contract Sum.
 - f. Requests for interpretation of Architect's actions on submittals.
 - g. Incomplete RFIs or inaccurately prepared RFIs.
 2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt of additional information.
 3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Division 01 Section "Contract Modification Procedures."
 - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within 10 days of receipt of the RFI response.
- E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number.

Submit log weekly. Software log with not less than the following:

1. Project name.
 2. Name and address of Contractor.
 3. Name and address of Architect.
 4. RFI number including RFIs that were returned without action or withdrawn.
 5. RFI description.
 6. Date the RFI was submitted.
 7. Date Architect's response was received.
- F. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within seven days if Contractor disagrees with response.
1. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.
- G. Frivolous RFIs: Contractor shall consult the contract documents for project information before issuing an RFI. Architect shall be compensated for time spent answering frivolous RFIs where the information requested is already contained in the contract documents.

1.8 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site unless otherwise indicated.
1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.
 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
 3. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect, within three days of the meeting.
- B. Preconstruction Conference: Architect will schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 15 days after execution of the Agreement.
1. Attendees: Authorized representatives of Owner Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 2. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Tentative construction schedule.
 - b. Critical work sequencing and long-lead items.
 - c. Designation of key personnel and their duties.
 - d. Lines of communications.
 - e. Procedures for processing field decisions and Change Orders.
 - f. Procedures for RFIs.
 - g. Procedures for testing and inspecting.
 - h. Procedures for processing Applications for Payment.
 - i. Distribution of the Contract Documents.
 - j. Submittal procedures.
 - k. Sustainable design requirements.
 - l. Preparation of record documents.

- m. Use of the premises and existing building.
 - n. Work restrictions.
 - o. Working hours.
 - p. Owner's occupancy requirements.
 - q. Responsibility for temporary facilities and controls.
 - r. Procedures for moisture and mold control.
 - s. Procedures for disruptions and shutdowns.
 - t. Construction waste management and recycling.
 - u. Parking availability.
 - v. Office, work, and storage areas.
 - w. Equipment deliveries and priorities.
 - x. First aid.
 - y. Security.
 - z. Progress cleaning.
3. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.
- C. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity that requires coordination with other construction.
- 1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect of scheduled meeting dates.
 - 2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
 - a. Contract Documents.
 - b. Options.
 - c. Related RFIs.
 - d. Related Change OrdersPossible conflicts.
 - e. Compatibility requirements.
 - f. Time schedules.
 - g. Weather limitations.
 - h. Manufacturer's written instructions.
 - i. Warranty requirements.
 - j. Compatibility of materials.
 - k. Acceptability of substrates.
 - l. Temporary facilities and controls.
 - m. Space and access limitations.
 - n. Regulations of authorities having jurisdiction.
 - o. Testing and inspecting requirements.
 - p. Installation procedures.
 - q. Coordination with other work.
 - r. Required performance results.
 - s. Protection of adjacent work.
 - t. Protection of construction and personnel.
 - 3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
 - 4. Reporting: Distribute minutes of the meeting to each party present and to other parties requiring information.
 - 5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
- D. Progress Meetings: progress meetings at weekly intervals.

1. Coordinate dates of meetings with preparation of payment requests.
2. Attendees: In addition to representatives of Owner and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
3. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - 1) Review schedule for next period.
 - b. Review present and future needs of each entity present, including the following:
 - 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Status of submittals.
 - 4) Progress cleaning.
 - 5) Quality and work standards.
 - 6) Field observations.
 - 7) Status of Change Orders.
4. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.
 - a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 31 00

SECTION 01 32 00 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
 1. Contractor's construction schedule.
 2. Daily construction reports.

1.3 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
 1. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.
 2. Predecessor Activity: An activity that precedes another activity in the network.
 3. Successor Activity: An activity that follows another activity in the network.
- B. Cost Loading: The allocation of the schedule of values for the completion of an activity as scheduled. The sum of costs for all activities must equal the total Contract Sum unless otherwise approved by Architect.
- C. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.
- D. Event: The starting or ending point of an activity.

1.4 INFORMATIONAL SUBMITTALS

- A. Format for Submittals: Submit required submittals in the following format:
 1. Working electronic copy of schedule file, where indicated.
 2. PDF electronic file.
- B. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.
- C. Construction Schedule Updating Reports: Submit with Applications for Payment.

- D. Daily Construction Reports: Submit at weekly intervals.
- E. Site Condition Reports: Submit at time of discovery of differing conditions.
- F. Special Reports: Submit at time of unusual event.

1.5 COORDINATION

- A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.
- B. Coordinate Contractor's construction schedule with the schedule of values, list of subcontracts, submittal schedule, progress reports, payment requests, and other required schedules and reports.
 - 1. Secure time commitments for performing critical elements of the Work from entities involved.
 - 2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

PART 2 - PRODUCTS

2.1 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. Time Frame: Extend schedule from date established for the Notice to Proceed to date of final completion.
 - 1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- B. Activities: Treat each story or separate area as a separate numbered activity for each main element of the Work. Comply with the following:
 - 1. Activity Duration: Define activities so no activity is longer than 20 days, unless specifically allowed by Architect.
 - 2. Submittal Review Time: Include review and resubmittal times indicated in Division 01 Section "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's construction schedule with submittal schedule.
 - 3. Startup and Testing Time: Include no fewer than 15 days for startup and testing.
 - 4. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architect's administrative procedures necessary for certification of Substantial Completion.
 - 5. Punch List and Final Completion: Include not more than 30 days for completion of punch list items and final completion.
- C. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.
 - 1. Phasing: Arrange list of activities on schedule by phase.
 - 2. Work by Owner: Include a separate activity for each portion of the Work performed by Owner.
 - 3. Owner-Furnished Products: Include a separate activity for each product. Include delivery date indicated in Division 01 Section "Summary." Delivery dates indicated stipulate the earliest possible delivery date.
 - 4. Work Restrictions: Show the effect of the following items on the schedule:
 - a. Seasonal variations.

- b. Environmental control.
5. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:
- a. Submittals.
 - b. Purchases.
 - c. Deliveries.
 - d. Installation.
 - e. Tests and inspections.
 - f. Adjusting.
 - g. Curing.
 - h. Startup and placement into final use and operation.
- D. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and final completion, and the following interim milestones:
- 1. Temporary enclosure and space conditioning.
- E. Cost Correlation: Superimpose a cost correlation timeline, indicating planned and actual costs. On the line, show planned and actual dollar volume of the Work performed as of planned and actual dates used for preparation of payment requests.
- 1. See Division 01 Section "Payment Procedures" for cost reporting and payment procedures.
- F. Upcoming Work Summary: Prepare summary report indicating activities scheduled to occur or commence prior to submittal of next schedule update. Summarize the following issues:
- 1. Unresolved issues.
 - 2. Unanswered Requests for Information.
 - 3. Rejected or unreturned submittals.
 - 4. Notations on returned submittals.
 - 5. Pending modifications affecting the Work and Contract Time.
- G. Recovery Schedule: When periodic update indicates the Work is 14 or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule. Indicate changes to working hours, working days, crew sizes, and equipment required to achieve compliance, and date by which recovery will be accomplished.
- H. Computer Scheduling Software: Prepare schedules using current version of a program that has been developed specifically to manage construction schedules.
- 2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE (GANTT CHART)
- A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal, Gantt-chart-type, Contractor's construction schedule within 30 days of date established for the Notice to Proceed. Base schedule on the startup construction schedule and additional information received since the start of Project.
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.
- 1. For construction activities that require three months or longer to complete, indicate an estimated completion percentage in [10] <Insert number> percent increments within time bar.

2.3 REPORTS

- A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:
1. List of subcontractors at Project site.
 2. Approximate count of personnel at Project site.
 3. Equipment at Project site.
 4. High and low temperatures and general weather conditions, including presence of rain or snow.
 5. Meetings and significant decisions.
 6. Emergency procedures.
 7. Orders and requests of authorities having jurisdiction.
 8. Services connected and disconnected.
 9. Equipment or system tests and startups.
 10. Partial completions and occupancies.
 11. Substantial Completions authorized.
- B. Site Condition Reports: Immediately on discovery of a difference between site conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

2.4 SPECIAL REPORTS

- A. General: Submit special reports directly to Owner within one day(s) of an occurrence. Distribute copies of report to parties affected by the occurrence.
- B. Reporting Unusual Events: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, response by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise Owner in advance when these events are known or predictable.

PART 3 - EXECUTION

3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.
1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
 2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
 3. As the Work progresses, indicate final completion percentage for each activity.
- B. Distribution: Distribute copies of approved schedule to Architect Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
1. Post copies in Project meeting rooms and temporary field offices.
 2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the

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Division 01

Work and are no longer involved in performance of construction activities.

END OF SECTION 01 32 00

SECTION 01 33 00 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.

1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Architect's[and Construction Manager's] responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."
- B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."
- C. File Transfer Protocol (FTP): Communications protocol that enables transfer of files to and from another computer over a network and that serves as the basis for standard Internet protocols. An FTP site is a portion of a network located outside of network firewalls within which internal and external users are able to access files.
- D. Portable Document Format (PDF): An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format.

1.4 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. Architect's Digital Data Files: Electronic digital data files of the Contract Drawings will be provided by Architect for Contractor's use in preparing submittals (with compensation).
 - 1. Architect will furnish Contractor one set of digital data drawing files of the Contract Drawings for use in preparing Shop Drawings and Project record drawings.
 - a. Architect makes no representations as to the accuracy or completeness of digital data drawing files as they relate to the Contract Drawings.
 - b. Contractor shall execute a data licensing agreement in the form of Agreement included in Project Manual.
 - c. The following digital data files will be furnished for each appropriate discipline:
 - 1) Floor plans.

- 2) Reflected ceiling plans.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
 3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
 4. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. will advise Contractor when a submittal being processed must be delayed for coordination.
 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
 3. Resubmittal Review: Allow ten days for review of each resubmittal.
 4. Sequential Review: Where sequential review of submittals by Architect's consultants, Owner, or other parties is indicated, allow 21 days for initial review of each submittal.
 - a. Structural, HVAC, plumbing and electrical components..
 5. Concurrent Consultant Review: Where the Contract Documents indicate that submittals may be transmitted simultaneously to Architect and to Architect's consultants, allow 15 days for review of each submittal. Submittal will be returned to Architect before being returned to Contractor.
- D. Paper Submittals: Place a permanent label or title block on each submittal item for identification.
1. Indicate name of firm or entity that prepared each submittal on label or title block.
 2. Provide a space approximately 6 by 8 inches on label or beside title block to record Contractor's review and approval markings and action taken by Architect.
 3. Include the following information for processing and recording action taken:
 - a. Project name.
 - b. Date.
 - c. Name of Architect.
 - d. Name of Contractor.
 - e. Name of subcontractor.
 - f. Name of supplier.
 - g. Name of manufacturer.
 - h. Submittal number or other unique identifier, including revision identifier.
 - 1) Submittal number shall use Specification Section number followed by a decimal point and then a sequential number (e.g., 061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., 061000.01.A).

- i. Drawing number and detail references, as appropriate.
 - j. Location(s) where product is to be installed, as appropriate.
 - k. Other necessary identification.
 4. Additional Paper Copies: Unless additional copies are required for final submittal, and unless Architect observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.
 - a. Submit one copy of submittal to concurrent reviewer in addition to specified number of copies to Architect.
 5. Transmittal for Paper Submittals: Assemble each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect will discard submittals received from sources other than Contractor.
 - a. Transmittal Form for Paper Submittals: Use AIA Document G810.
- E. Electronic Submittals: Identify and incorporate information in each electronic submittal file as follows:
 1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
 2. Name file with submittal number or other unique identifier, including revision identifier.
 - a. File name shall use project identifier and Specification Section number followed by a decimal point and then a sequential number (e.g., LNHS-061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., LNHS-061000.01.A).
 3. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Architect.
 4. Transmittal Form for Electronic Submittals: Use electronic form acceptable to Owner, containing the following information:
 - a. Project name.
 - b. Date.
 - c. Name and address of Architect.
 - d. Name of Contractor.
 - e. Name of firm or entity that prepared submittal.
 - f. Names of subcontractor, manufacturer, and supplier.
 - g. Submittal purpose and description.
 - h. Specification Section number and title.
 - i. Drawing number and detail references, as appropriate.
 - j. Location(s) where product is to be installed, as appropriate.
 - k. Related physical samples submitted directly.
 - l. Transmittal number, numbered consecutively.
 - m. Other necessary identification.
 - n. Remarks.
- F. Options: Identify options requiring selection by Architect.
- G. Deviations and Additional Information: On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same identification information as related submittal.
- H. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.

1. Note date and content of previous submittal.
 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
 3. Resubmit submittals until they are marked with approval notation from Architect's action stamp.
- I. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- J. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect's action stamp.

PART 2 - PRODUCTS

2.1 SUBMITTAL PROCEDURES

- A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
1. Submit electronic submittals via email as PDF electronic files.
 - a. Architect will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.
 2. Action Submittals: Submit three paper copies of each submittal unless otherwise indicated. Architect will return two copies.
 3. Informational Submittals: Submit two paper copies of each submittal unless otherwise indicated. Architect will not return copies.
 4. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
 2. Mark each copy of each submittal to show which products and options are applicable.
 3. Include the following information, as applicable:
 - a. Manufacturer's catalog cuts.
 - b. Manufacturer's product specifications.
 - c. Standard color charts.
 - d. Statement of compliance with specified referenced standards.
 - e. Testing by recognized testing agency.
 - f. Application of testing agency labels and seals.
 - g. Notation of coordination requirements.
 - h. Availability and delivery time information.
 4. For equipment, include the following in addition to the above, as applicable:
 - a. Wiring diagrams showing factory-installed wiring.
 - b. Printed performance curves.
 - c. Operational range diagrams.
 - d. Clearances required to other construction, if not indicated on accompanying Shop

Drawings.

5. Submit Product Data before or concurrent with Samples.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data, unless submittal based on Architect's digital data drawing files is otherwise permitted.
1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Identification of products.
 - b. Schedules.
 - c. Compliance with specified standards.
 - d. Notation of coordination requirements.
 - e. Notation of dimensions established by field measurement.
 - f. Relationship and attachment to adjoining construction clearly indicated.
 - g. Seal and signature of professional engineer if specified.
 2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches, but no larger than 30 by 42 inches.
- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
 2. Identification: Attach label on unexposed side of Samples that includes the following:
 - a. Generic description of Sample.
 - b. Product name and name of manufacturer.
 - c. Sample source.
 - d. Number and title of applicable Specification Section.
 - e. Specification paragraph number and generic name of each item.
 3. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
 - a. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
 4. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
 - a. Number of Samples: Submit one full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.
 5. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.

- a. Number of Samples: Submit three sets of Samples. Architect will retain two Sample sets; remainder will be returned.
 - 1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
 - 2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.

- E. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
 - 1. Type of product. Include unique identifier for each product indicated in the Contract Documents or assigned by Contractor if none is indicated.
 - 2. Manufacturer and product name, and model number if applicable.
 - 3. Number and name of room or space.
 - 4. Location within room or space.

- F. Coordination Drawing Submittals: Comply with requirements specified in Division 01 Section "Project Management and Coordination."

- G. Contractor's Construction Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation."

- H. Application for Payment and Schedule of Values: Comply with requirements specified in Division 01 Section "Payment Procedures."

- I. Test and Inspection Reports and Schedule of Tests and Inspections Submittals: Comply with requirements specified in Division 01 Section "Quality Requirements."

- J. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Division 01 Section "Closeout Procedures."

- K. Maintenance Data: Comply with requirements specified in Division 01 Section "Operation and Maintenance Data."

- L. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.

- M. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.

- N. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.

- O. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.

- P. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.

- Q. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- R. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- S. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- T. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
 - 1. Name of evaluation organization.
 - 2. Date of evaluation.
 - 3. Time period when report is in effect.
 - 4. Product and manufacturers' names.
 - 5. Description of product.
 - 6. Test procedures and results.
 - 7. Limitations of use.
- U. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
- V. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
- W. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
- X. Design Data: Prepare and submit written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

2.2 DELEGATED-DESIGN SERVICES

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
 - 1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

- A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.
- B. Project Closeout and Maintenance Material Submittals: See requirements in Division 01 Section "Closeout Procedures."
- C. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ARCHITECT'S ACTION

- A. Action Submittals: Architect will review each submittal, make marks to indicate corrections or revisions required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action.
- B. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
- C. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect.
- D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
- E. Submittals not required by the Contract Documents may be returned by the Architect without action.

END OF SECTION 01 33 00

SECTION 01 40 00 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
 - 1. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
 - 2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
 - 3. Requirements for Contractor to provide quality-assurance and -control services required by Architect, Owner, Commissioning Authority, or authorities having jurisdiction are not limited by provisions of this Section.

1.3 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect.
- C. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria.
- D. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.
- E. Source Quality-Control Testing: Tests and inspections that are performed at the source, e.g., plant, mill, factory, or shop.
- F. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- G. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory

shall mean the same as testing agency.

- H. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
 - 1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade(s).

1.4 CONFLICTING REQUIREMENTS

- A. Referenced Standards: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Architect for a decision before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

1.5 INFORMATIONAL SUBMITTALS

- A. Contractor's Quality-Control Plan: For quality-assurance and quality-control activities and responsibilities.
- B. Qualification Data : For Contractor's quality-control personnel.
- C. Schedule of Tests and Inspections: Prepare in tabular form and include the following:
 - 1. Specification Section number and title.
 - 2. Entity responsible for performing tests and inspections.
 - 3. Description of test and inspection.
 - 4. Identification of applicable standards.
 - 5. Identification of test and inspection methods.
 - 6. Number of tests and inspections required.
 - 7. Time schedule or time span for tests and inspections.
 - 8. Requirements for obtaining samples.
 - 9. Unique characteristics of each quality-control service.

1.6 REPORTS AND DOCUMENTS

- A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:
 - 1. Date of issue.
 - 2. Project title and number.
 - 3. Name, address, and telephone number of testing agency.
 - 4. Dates and locations of samples and tests or inspections.
 - 5. Names of individuals making tests and inspections.
 - 6. Description of the Work and test and inspection method.
 - 7. Identification of product and Specification Section.

8. Complete test or inspection data.
9. Test and inspection results and an interpretation of test results.
10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
12. Name and signature of laboratory inspector.
13. Recommendations on retesting and reinspecting.

- B. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.7 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar in material, design, and extent to those indicated for this Project.
- F. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 329; and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.
1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
 2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.
- G. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:
1. Contractor responsibilities include the following:
 - a. Provide test specimens representative of proposed products and construction.
 - b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
 - c. Provide sizes and configurations of test assemblies, mockups, and laboratory mockups to adequately demonstrate capability of products to comply with performance requirements.
 - d. When testing is complete, remove test specimens, assemblies, [and]mockups[, and laboratory mockups]; do not reuse products on Project.

2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.

QUALITY CONTROL

- H. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
 1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
 2. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.
- I. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.
 1. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
 2. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
 - a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
 3. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
- J. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Division 01 Section "Submittal Procedures."
- K. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.
- L. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- M. Testing Agency Responsibilities: Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
 1. Notify Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
 2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
 3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
 4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.

5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
6. Do not perform any duties of Contractor.

N. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:

1. Access to the Work.
2. Incidental labor and facilities necessary to facilitate tests and inspections.
3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
4. Facilities for storage and field curing of test samples.
5. Preliminary design mix proposed for use for material mixes that require control by testing agency.
6. Security and protection for samples and for testing and inspecting equipment at Project site.

O. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.

1. Schedule times for tests, inspections, obtaining samples, and similar activities.

P. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents. Coordinate and submit concurrently with Contractor's construction schedule. Update as the Work progresses.

1. Distribution: Distribute schedule to Owner, Architect, and testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

1.8 SPECIAL TESTS AND INSPECTIONS

A. Special Tests and Inspections: Owner will engage a qualified special inspector to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner, and as follows:

1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviews the completeness and adequacy of those procedures to perform the Work.
2. Notifying Architect and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
3. Submitting a certified written report of each test, inspection, and similar quality-control service to Architect with copy to Contractor and to authorities having jurisdiction.
4. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
5. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
6. Retesting and reinspecting corrected work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

- A. Test and Inspection Log: Prepare a record of tests and inspections. Include the following:
 - 1. Date test or inspection was conducted.
 - 2. Description of the Work tested or inspected.
 - 3. Date test or inspection results were transmitted to Architect.
 - 4. Identification of testing agency or special inspector conducting test or inspection.
- B. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for Architect's and Commissioning Authority's, reference during normal working hours.

3.2 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
 - 1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Division 01 Section "Execution."
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 01 40 00

SECTION 01 42 00 - REFERENCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 DEFINITIONS

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.
- C. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."
- D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."
- E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. "Install": Operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
- H. "Provide": Furnish and install, complete and ready for the intended use.
- I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

1.3 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.

1.4 ABBREVIATIONS AND ACRONYMS

- A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Thomson Gale's "Encyclopedia of Associations" or in Columbia Books' "National Trade & Professional Associations of the U.S."
- B. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

IAPMO	International Association of Plumbing and Mechanical Officials www.iapmo.org	(909) 472-4100
ICC	International Code Council www.iccsafe.org	(888) 422-7233
ICC-ES	ICC Evaluation Service, Inc. www.icc-es.org	(800) 423-6587 (562) 699-0543

- C. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

	www.usace.army.mil	
CPSC	Consumer Product Safety Commission www.cpsc.gov	(800) 638-2772 (301) 504-7923
DOC	Department of Commerce www.commerce.gov	(202) 482-2000
DOD	Department of Defense http://dodssp.daps.dla.mil	(215) 697-6257
DOE	Department of Energy www.energy.gov	(202) 586-9220
EPA	Environmental Protection Agency www.epa.gov	(202) 272-0167
FAA	Federal Aviation Administration www.faa.gov	(866) 835-5322
FCC	Federal Communications Commission www.fcc.gov	(888) 225-5322
FDA	Food and Drug Administration www.fda.gov	(888) 463-6332

GSA	General Services Administration www.gsa.gov	(800) 488-3111
HUD	Department of Housing and Urban Development www.hud.gov	(202) 708-1112
LBL	Lawrence Berkeley National Laboratory www.lbl.gov	(510) 486-4000
NCHRP	National Cooperative Highway Research Program (See TRB)	
NIST	National Institute of Standards and Technology www.nist.gov	(301) 975-6478
OSHA	Occupational Safety & Health Administration www.osha.gov	(800) 321-6742 (202) 693-1999
PBS	Public Buildings Service (See GSA)	
PHS	Office of Public Health and Science http://www.hhs.gov/ophs/	(202) 690-7694
RUS	Rural Utilities Service (See USDA)	(202) 720-9540
SD	State Department www.state.gov	(202) 647-4000
TRB	Transportation Research Board http://gulliver.trb.org	(202) 334-2934
USDA	Department of Agriculture www.usda.gov	(202) 720-2791
USP	U.S. Pharmacopeia www.usp.org	(800) 227-8772
USPS	Postal Service www.usps.com	(202) 268-2000

- D. Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

	Architectural Barriers Act (ABA) Accessibility Guidelines for Buildings and Facilities Available from U.S. Access Board www.access-board.gov	(202) 272-0080
CFR	Code of Federal Regulations Available from Government Printing Office www.gpoaccess.gov/cfr/index.html	(866) 512-1800 (202) 512-1800

SECTION 01 50 00 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.

- 1. Project Sign

USE CHARGES

- B. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Owner's construction forces, Architect, testing agencies, and authorities having jurisdiction.
- C. Water and Sewer Service from Existing System: Water from Owner's existing water system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.
- D. Electric Power Service from Existing System: Electric power from Owner's existing system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

1.3 INFORMATIONAL SUBMITTALS

- A. Erosion- and Sedimentation-Control Plan: Show compliance with requirements of EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent.
- B. Fire-Safety Program: Show compliance with requirements of NFPA 241 and authorities having jurisdiction. Indicate Contractor personnel responsible for management of fire-prevention program.
- C. Moisture-Protection Plan: Describe procedures and controls for protecting materials and construction from water absorption and damage.
 - 1. Describe delivery, handling, and storage provisions for materials subject to water absorption or water damage.
 - 2. Indicate procedures for discarding water-damaged materials, protocols for mitigating water intrusion into completed Work, and replacing water-damaged Work.
 - 3. Indicate sequencing of work that requires water, such as sprayed fire-resistive materials, plastering, and terrazzo grinding, and describe plans for dealing with water from these operations. Show procedures for verifying that wet construction has dried sufficiently to permit installation of finish

materials.

1.4 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.
- C. Accessible Temporary Egress: Comply with applicable provisions in the U.S. Architectural & Transportation Barriers Compliance Board's ADA-ABA Accessibility Guidelines and ICC/ANSI A117.1 from occupied portions of the facility.

1.5 PROJECT CONDITIONS

- A. Temporary Use of Permanent Facilities: Engage Installer of each permanent service to assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

PART 2 - PRODUCTS

2.1 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.
- B. HVAC Equipment: Unless Owner authorizes use of permanent HVAC system, provide vented, self-contained, liquid-propane-gas or fuel-oil heaters with individual space thermostatic control.
 - 1. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.
 - 2. Heating Units: Listed and labeled for type of fuel being consumed, by a qualified testing agency acceptable to authorities having jurisdiction, and marked for intended location and application.
 - 3. Permanent HVAC System: If Owner authorizes use of permanent HVAC system for temporary use during construction, provide filter with MERV of 8 at each return-air grille in system and remove at end of construction and clean HVAC system as required in Division 01 Section "Closeout Procedures."

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
 - 1. Locate facilities to limit site disturbance as specified in Division 01 Section "Summary."
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no

longer needed or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service or connect to existing service.
 - 1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
- B. Sewers and Drainage: Provide temporary utilities to remove effluent lawfully.
 - 1. Connect temporary sewers to municipal system as directed by authorities having jurisdiction.
- C. Water Service: Install water service and distribution piping in sizes and pressures adequate for construction.
- D. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
- E. Electric Power Service: Connect to Owner's existing electric power service. Maintain equipment in a condition acceptable to Owner.
- F. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.
 - 1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.

3.3 SUPPORT FACILITIES INSTALLATION

- A. General: Comply with the following:
 - 1. Provide construction for temporary offices, shops, and sheds located within construction area or within 30 feet of building lines that is noncombustible according to ASTM E 136. Comply with NFPA 241.
 - 2. Maintain support facilities until Architect schedules Substantial Completion inspection. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.
- B. Parking: Provide temporary parking areas for construction personnel.
- C. Project Signs: Provide Project signs as indicated. Unauthorized signs are not permitted.
 - 1. Identification Signs: Provide Project identification signs as indicated on Drawings or in the Project Manual. (See sample following this Section).
 - a. Size: 4' x 8' x 3/4"
 - b. Material: APA Rated A-B Grade - Exterior.
 - c. Framing: 2' x 4' PT framing nominal on four sides and center cross bracing.
 - d. Mounting: Mount sign to 4 x 4 post with four (4) 3/8" (min.) galvanized bolts with washers on each side of wood construction. Double nuts at back of sign.
 - e. Supports: Set 4' x 4' PT wood posts min. 3' into 12" dia. hole. Fill with concrete.
 - f. Paint: Face to receive three coats exterior enamel (sprayed). Back to receive 2 coats.

- g. Colors: See attached sign exhibit.
 - h. Lettering: Silk Screen enamel. Lettering sizes and positioning as illustrated.
- 2. Temporary Signs: Provide other signs as indicated and as required to inform public and individuals seeking entrance to Project.
- 3. Maintain and touchup signs so they are legible at all times.
- D. Waste Disposal Facilities: Comply with requirements specified in Division 01 Section "Construction Waste Management and Disposal."

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.
- B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
 - 1. Comply with work restrictions specified in Division 01 Section "Summary."
- C. Temporary Erosion and Sedimentation Control: Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to undisturbed areas and to adjacent properties and walkways, according to erosion- and sedimentation-control Drawings.
 - 1. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross tree- or plant- protection zones.
 - 2. Inspect, repair, and maintain erosion- and sedimentation-control measures during construction until permanent vegetation has been established.
 - 3. Clean, repair, and restore adjoining properties and roads affected by erosion and sedimentation from Project site during the course of Project.
 - 4. Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.
- D. Stormwater Control: Comply with requirements of authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.
- E. Tree and Plant Protection: Comply with requirements specified in Division 01 Section "Temporary Tree and Plant Protection."
- F. Pest Control: Engage pest-control service to recommend practices to minimize attraction and harboring of rodents, roaches, and other pests and to perform extermination and control procedures at regular intervals so Project will be free of pests and their residues at Substantial Completion. Perform control operations lawfully, using environmentally safe materials.
- G. Security Enclosure and Lockup: Install temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security. Lock entrances at end of each work day.
- H. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.

3.5 MOISTURE AND MOLD CONTROL

- A. Contractor's Moisture-Protection Plan: Avoid trapping water in finished work. Document visible signs of mold that may appear during construction.
- B. Exposed Construction Phase: Before installation of weather barriers, when materials are subject to wetting and exposure and to airborne mold spores, protect as follows:
 - 1. Protect porous materials from water damage.
 - 2. Protect stored and installed material from flowing or standing water.
 - 3. Keep porous and organic materials from coming into prolonged contact with concrete.

3.6 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
 - 1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
 - 2. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Division 01 Section "Closeout Procedures."

END OF SECTION 01 50 00

SECTION 01 60 00 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.

1.3 DEFINITIONS

- A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
 - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature, that is current as of date of the Contract Documents.
 - 2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
 - 3. Comparable Product: Product that is demonstrated and approved through submittal process to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Basis-of-Design Product Specification: A specification in which a specific manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of additional manufacturers named in the specification.

1.4 ACTION SUBMITTALS

- A. Comparable Product Requests: Submit request for consideration of each comparable product. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. Include data to indicate compliance with the requirements specified in "Comparable Products" Article.
 - 2. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Architect will notify Contractor of approval or rejection of proposed comparable product request within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.

- a. Form of Approval: As specified in Division 01 Section "Submittal Procedures."
- b. Use product specified if Architect does not issue a decision on use of a comparable product request within time allocated.

- B. Basis-of-Design Product Specification Submittal: Comply with requirements in Division 01 Section "Submittal Procedures." Show compliance with requirements.

1.5 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.

- B. Delivery and Handling:

1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
4. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.

- C. Storage:

1. Store products to allow for inspection and measurement of quantity or counting of units.
2. Store materials in a manner that will not endanger Project structure.
3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
4. Protect foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
5. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
6. Protect stored products from damage and liquids from freezing.

1.7 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.

1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner.

- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.
 - 1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
 - 2. Specified Form: When specified forms are included with the Specifications, prepare a written document using indicated form properly executed.
 - 3. See Divisions 02 through 33 Sections for specific content requirements and particular requirements for submitting special warranties.
- C. Submittal Time: Comply with requirements in Division 01 Section "Closeout Procedures."

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.
 - 1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
 - 2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
 - 3. Where products are accompanied by the term "as selected," Architect will make selection.
 - 4. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.
- B. Product Selection Procedures:
 - 1. Products:
 - a. Restricted List: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered unless otherwise indicated.
 - b. Nonrestricted List: Where Specifications include a list of names of both available manufacturers and products, provide one of the products listed, or an unnamed product, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product.
 - 2. Manufacturers:
 - a. Restricted List: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered unless otherwise indicated.
 - b. Nonrestricted List: Where Specifications include a list of available manufacturers, provide a product by one of the manufacturers listed, or a product by an unnamed manufacturer, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed manufacturer's product.
 - 3. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications

indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.

- C. Visual Matching Specification: Where Specifications require "match Architect's sample", provide a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.
 - 1. If no product available within specified category matches and complies with other specified requirements, comply with requirements in Division 01 Section "Substitution Procedures" for proposal of product.
- D. Visual Selection Specification: Where Specifications include the phrase "as selected by Architect from manufacturer's full range" or similar phrase, select a product that complies with requirements. Architect will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

2.2 COMPARABLE PRODUCTS

- A. Conditions for Consideration: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect may return requests without action, except to record noncompliance with these requirements:
 - 1. Evidence that the proposed product does not require revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
 - 2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
 - 3. Evidence that proposed product provides specified warranty.
 - 4. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
 - 5. Samples, if requested.

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 60 00

SECTION 01 73 00 - EXECUTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:
 - 1. Field engineering and surveying.
 - 2. Installation of the Work.
 - 3. Cutting and patching.
 - 4. Coordination of Owner-installed products.
 - 5. Progress cleaning.
 - 6. Protection of installed construction.
 - 7. Correction of the Work.

1.3 DEFINITIONS

- A. Cutting: Removal of in-place construction necessary to permit installation or performance of other work.
- B. Patching: Fitting and repair work required to restore construction to original conditions after installation of other work.

1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For land surveyor.
- B. Certificates: Submit certificate signed by land surveyor certifying that location and elevation of improvements comply with requirements.
- C. Certified Surveys: Submit two copies signed by land surveyor.

1.5 QUALITY ASSURANCE

- A. Land Surveyor Qualifications: A professional land surveyor who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing land-surveying services of the kind indicated.
- B. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.

1. Structural Elements: When cutting and patching structural elements, notify Architect of locations and details of cutting and await directions from Architect before proceeding. Shore, brace, and support structural elements during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection
 2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety. Operational elements include the following:
 - a. Primary operational systems and equipment.
 - b. Fire separation assemblies.
 - c. Fire-suppression systems.
 - d. Mechanical systems piping and ducts.
 - e. Control systems.
 - f. Communication systems.
 - g. Fire-detection and -alarm systems.
 3. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety. Other construction elements include but are not limited to the following:
 - a. Water, moisture, or vapor barriers.
 - b. Equipment supports.
 - c. Piping, ductwork, vessels, and equipment.
 - d. Noise- and vibration-control elements and systems.
 4. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
- C. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of products and equipment.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections.
- B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to Architect for the visual and functional performance of in-place materials.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Existing Conditions: The existence and location of underground and other utilities and construction

indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities, mechanical and electrical systems, and other construction affecting the Work.

1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; underground electrical services, and other utilities.
 2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
- B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
1. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
 2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
 3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
- C. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- B. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- C. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, submit a request for information to Architect according to requirements in Division 01 Section "Project Management and Coordination."

3.3 FIELD ENGINEERING

- A. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.
1. Do not change or relocate existing benchmarks or control points without prior written approval of Architect. Report lost or destroyed permanent benchmarks or control points promptly. Report the need to relocate permanent benchmarks or control points to Architect before proceeding.

3.4 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.

1. Make vertical work plumb and make horizontal work level.
 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on site and placement in permanent locations.
- F. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- G. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.
1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
 2. Allow for building movement, including thermal expansion and contraction.
 3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- I. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- J. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.5 CUTTING AND PATCHING

- A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.
- C. Temporary Support: Provide temporary support of work to be cut.

- D. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- E. Adjacent Occupied Areas: Where interference with use of adjoining areas or interruption of free passage to adjoining areas is unavoidable, coordinate cutting and patching according to requirements in Division 01 Section "Summary."
- F. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to prevent interruption to occupied areas.
- G. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
 - 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 - 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
 - 3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
 - 4. Excavating and Backfilling: Comply with requirements in applicable Division 31 Sections where required by cutting and patching operations.
 - 5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
 - 6. Proceed with patching after construction operations requiring cutting are complete.
- H. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.
 - 1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
 - 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.
 - a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
 - b. Restore damaged pipe covering to its original condition.
 - 3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
 - a. Where patching occurs in a painted surface, prepare substrate and apply primer and intermediate paint coats appropriate for substrate over the patch, and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.
 - 4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
 - 5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition and ensures thermal and moisture integrity of building enclosure.

- I. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

3.6 OWNER-INSTALLED PRODUCTS

- A. Site Access: Provide access to Project site for Owner's construction personnel.
- B. Coordination: Coordinate construction and operations of the Work with work performed by Owner's construction personnel.
 1. Construction Schedule: Inform Owner of Contractor's preferred construction schedule for Owner's portion of the Work. Adjust construction schedule based on a mutually agreeable timetable. Notify Owner if changes to schedule are required due to differences in actual construction progress.
 2. Preinstallation Conferences: Include Owner's construction personnel at preinstallation conferences covering portions of the Work that are to receive Owner's work. Attend preinstallation conferences conducted by Owner's construction personnel if portions of the Work depend on Owner's construction.

3.7 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F.
 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
 - a. Use containers intended for holding waste materials of type to be stored.
 4. Coordinate progress cleaning for joint-use areas where Contractor and other contractors are working concurrently.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
 1. Remove liquid spills promptly.
 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

- G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Division 01 Section "Construction Waste Management and Disposal."
- H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.8 STARTING AND ADJUSTING

- A. Coordinate startup and adjusting of equipment and operating components with requirements in Division 01 Section "General Commissioning Requirements."
- B. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- C. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.
- D. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- E. Manufacturer's Field Service: Comply with qualification requirements in Division 01 Section "Quality Requirements."

3.9 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Comply with manufacturer's written instructions for temperature and relative humidity.

END OF SECTION 01 73 00

SECTION 01_74_19 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for the following:
 - 1. Disposing of nonhazardous demolition and construction waste.

1.3 DEFINITIONS

- A. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
- B. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.
- C. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.

1.4 PERFORMANCE REQUIREMENTS

- A. General: Achieve end-of-Project rates for salvage/recycling of 50 percent by weight of total non-hazardous solid waste generated by the Work. Practice efficient waste management in the use of materials in the course of the Work. Use all reasonable means to divert construction and demolition waste from landfills and incinerators. Facilitate recycling and salvage of materials
 - 1. Construction Waste:
 - a. Masonry and CMU.
 - b. Lumber.
 - c. Wood trim.
 - d. Metals.
 - e. Gypsum board.
 - f. Piping.
 - g. Electrical conduit.
 - h. Packaging: Regardless of salvage/recycle goal indicated in "General" Paragraph above, salvage or recycle 100 percent of the following uncontaminated packaging materials:
 - 1) Paper.
 - 2) Cardboard.

- 3) Boxes.
- 4) Plastic sheet and film.
- 5) Polystyrene packaging.
- ~~6) Wood crates.~~

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 PLAN IMPLEMENTATION

- A. General: Implement approved waste management plan. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.
 - 1. Comply with operation, termination, and removal requirements in Section 015000 "Temporary Facilities and Controls."
- B. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
 - 1. Designate and label specific areas on Project site necessary for separating materials that are to be salvaged, recycled, reused, donated, and sold.
 - 2. Comply with Section 015000 "Temporary Facilities and Controls" for controlling dust and dirt, environmental protection, and noise control.

3.2 DISPOSAL OF WASTE

- A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.
 - 1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
 - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Burning: Do not burn waste materials.
- C. Disposal: Remove waste materials from Owner's property and legally dispose of them.

END OF SECTION 01_74_19

SECTION 01 77 00 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Substantial Completion procedures.
 - 2. Final completion procedures.
 - 3. Warranties.
 - 4. Final cleaning.
 - 5. Repair of the Work.

1.3 ACTION SUBMITTALS

- A. Product Data: For cleaning agents.

1.4 MAINTENANCE MATERIAL SUBMITTALS

- A. Schedule of Maintenance Material Items: For maintenance material submittal items specified in other Sections.

1.5 SUBSTANTIAL COMPLETION PROCEDURES

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.
- B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
 - 1. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, final completion construction photographic documentation, damage or settlement surveys, property surveys, and similar final record information.
 - 2. Submit closeout submittals specified in individual Divisions 02 through 33 Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 - 3. Submit maintenance material submittals specified in individual Divisions 02 through 33 Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by

Architect. Label with manufacturer's name and model number where applicable.

- a. Schedule of Maintenance Material Items: Prepare and submit schedule of maintenance material submittal items, including name and quantity of each item and name and number of related Specification Section. Obtain signature for receipt of submittals.
 4. Submit test/adjust/balance records.
 5. Submit sustainable design submittals required in Division 01 sustainable design requirements Section and in individual Division 02 through 33 Sections.
 6. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
- C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
1. Advise Owner of pending insurance changeover requirements.
 2. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
 3. Complete startup and testing of systems and equipment.
 4. Perform preventive maintenance on equipment used prior to Substantial Completion.
 5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training video recordings specified in Division 01 Section "Demonstration and Training."
 6. Participate with Owner in conducting inspection and walkthrough with local emergency responders.
 7. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 8. Complete final cleaning requirements, including touchup painting.
 9. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
 2. Results of completed inspection will form the basis of requirements for final completion.

1.6 FINAL COMPLETION PROCEDURES

- A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:
1. Submit a final Application for Payment according to Division 01 Section "Payment Procedures."
 2. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
 3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
 4. Submit pest-control final inspection report.
- B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request,

Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.7 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.

1. Organize list of spaces in sequential order, starting with exterior areas first.
2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
3. Include the following information at the top of each page:

- a. Project name.
- b. Date.
- c. Name of Architect.
- d. Name of Contractor.
- e. Page number.

4. Submit list of incomplete items in the following format:

- a. MS Excel electronic file. Architect will return annotated file.

1.8 SUBMITTAL OF PROJECT WARRANTIES

- A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated, or when delay in submittal of warranties might limit Owner's rights under warranty.

- B. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.

1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark 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 Installer.
3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
4. Warranty Electronic File: Scan warranties and bonds and assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide bookmarked table of contents at beginning of document.

- C. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
 - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:
 - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
 - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - e. Remove snow and ice to provide safe access to building.
 - f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
 - g. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
 - h. Sweep concrete floors broom clean in unoccupied spaces.
 - i. Vacuum carpet and similar soft surfaces, removing debris and excess nap; clean according to manufacturer's recommendations if visible soil or stains remain.
 - j. Clean transparent materials, including glass in doors and windows.
 - k. Wipe surfaces of mechanical and electrical equipment, elevator equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
 - l. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
 - m. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
 - n. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency.
 - o. Leave Project clean and ready for occupancy.
- C. Construction Waste Disposal: Comply with waste disposal requirements in Division 01 Section "Construction Waste Management and Disposal."

3.2 REPAIR OF THE WORK

- A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.
- B. Repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.
 - 1. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other damaged transparent materials.
 - 2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that that already show evidence of repair or restoration.
 - a. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.
 - 3. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.

END OF SECTION 01 77 00

SECTION 01 78 23 - OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
 - 1. Operation and maintenance documentation directory.
 - 2. Product maintenance manuals.

1.3 DEFINITIONS

- A. System: An organized collection of parts, equipment, or subsystems united by regular interaction.
- B. Subsystem: A portion of a system with characteristics similar to a system.

1.4 CLOSEOUT SUBMITTALS

- A. Manual Content: Operations and maintenance manual content is specified in individual Specification Sections to be reviewed at the time of Section submittals. Submit reviewed manual content formatted and organized as required by this Section.
 - 1. Architect and Commissioning Authority will comment on whether content of operations and maintenance submittals are acceptable.
 - 2. Where applicable, clarify and update reviewed manual content to correspond to revisions and field conditions.
- B. Format: Submit operations and maintenance manuals in the following format:
 - 1. Five (5) paper copies. Include a complete operation and maintenance directory. Enclose title pages and directories in clear plastic sleeves. Architect will return four (4) copies.
- C. Initial Manual Submittal: Submit draft copy of each manual at least 30 days before commencing demonstration and training. Architect and Commissioning Authority will comment on whether general scope and content of manual are acceptable.
- D. Final Manual Submittal: Submit each manual in final form prior to requesting inspection for Substantial Completion and at least 15 days before commencing demonstration and training. Architect and Commissioning Authority will return copy with comments.
 - 1. Correct or revise each manual to comply with Architect's and Commissioning Authority's comments. Submit copies of each corrected manual within 15 days of receipt of Architect's and

Commissioning Authority's comments and prior to commencing demonstration and training.

PART 2 - PRODUCTS

2.1 OPERATION AND MAINTENANCE DOCUMENTATION DIRECTORY

- A. Directory: Prepare a single, comprehensive directory of emergency, operation, and maintenance data and materials, listing items and their location to facilitate ready access to desired information. Include a section in the directory for each of the following:
 - 1. List of documents.
 - 2. List of systems.
 - 3. List of equipment.
 - 4. Table of contents.
- B. List of Systems and Subsystems: List systems alphabetically. Include references to operation and maintenance manuals that contain information about each system.
- C. List of Equipment: List equipment for each system, organized alphabetically by system. For pieces of equipment not part of system, list alphabetically in separate list.
- D. Tables of Contents: Include a table of contents for each emergency, operation, and maintenance manual.
- E. Identification: In the documentation directory and in each operation and maintenance manual, identify each system, subsystem, and piece of equipment with same designation used in the Contract Documents. If no designation exists, assign a designation according to ASHRAE Guideline 4, "Preparation of Operating and Maintenance Documentation for Building Systems."

2.2 REQUIREMENTS FOR EMERGENCY, OPERATION, AND MAINTENANCE MANUALS

- A. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:
 - 1. Title page.
 - 2. Table of contents.
 - 3. Manual contents.
- B. Title Page: Include the following information:
 - 1. Subject matter included in manual.
 - 2. Name and address of Project.
 - 3. Name and address of Owner.
 - 4. Date of submittal.
 - 5. Name and contact information for Contractor.
 - 6. Name and contact information for Architect.
 - 7. Names and contact information for major consultants to the Architect that designed the systems contained in the manuals.
 - 8. Cross-reference to related systems in other operation and maintenance manuals.
- C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.

1. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.
 - D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.
 - E. Manuals, Electronic Files: Submit manuals in the form of a multiple file composite electronic PDF file for each manual type required.
 1. Electronic Files: Use electronic files prepared by manufacturer where available. Where scanning of paper documents is required, configure scanned file for minimum readable file size.
 2. File Names and Bookmarks: Enable bookmarking of individual documents based on file names. Name document files to correspond to system, subsystem, and equipment names used in manual directory and table of contents. Group documents for each system and subsystem into individual composite bookmarked files, then create composite manual, so that resulting bookmarks reflect the system, subsystem, and equipment names in a readily navigated file tree. Configure electronic manual to display bookmark panel on opening file.
 - F. Manuals, Paper Copy: Submit manuals in the form of hard copy, bound and labeled volumes.
 1. Binders: Heavy-duty, three-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
 - a. If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components. Cross-reference other binders if necessary to provide essential information for proper operation or maintenance of equipment or system.
 - b. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents, and indicate Specification Section number on bottom of spine. Indicate volume number for multiple-volume sets.
 2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section of the manual. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
 3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software storage media for computerized electronic equipment.
 4. Supplementary Text: Prepared on 8-1/2-by-11-inch white bond paper.
 5. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
 - a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
 - b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.
- 2.3 PRODUCT MAINTENANCE MANUALS
- A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.

- B. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.
- C. Product Information: Include the following, as applicable:
 - 1. Product name and model number.
 - 2. Manufacturer's name.
 - 3. Color, pattern, and texture.
 - 4. Material and chemical composition.
 - 5. Reordering information for specially manufactured products.
- D. Maintenance Procedures: Include manufacturer's written recommendations and the following:
 - 1. Inspection procedures.
 - 2. Types of cleaning agents to be used and methods of cleaning.
 - 3. List of cleaning agents and methods of cleaning detrimental to product.
 - 4. Schedule for routine cleaning and maintenance.
 - 5. Repair instructions.
- E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.
- F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
 - 1. Include procedures to follow and required notifications for warranty claims.

PART 3 - EXECUTION

3.1 MANUAL PREPARATION

- A. Operation and Maintenance Documentation Directory: Prepare a separate manual that provides an organized reference to emergency, operation, and maintenance manuals.
- B. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.
- C. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.
 - 1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
 - 2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.
- D. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.

1. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.
- E. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in record Drawings to ensure correct illustration of completed installation.
1. Do not use original project record documents as part of operation and maintenance manuals.
 2. Comply with requirements of newly prepared record Drawings in Section 01 78 39 "Project Record Documents."
- F. Comply with Section 01 77 00 "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

END OF SECTION 01 78 23

SECTION 01 78 39 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for project record documents, including the following:
 - 1. Record Drawings.
 - 2. Record Specifications.
 - 3. Record Product Data.
 - 4. Miscellaneous record submittals.

1.3 CLOSEOUT SUBMITTALS

- A. Record Drawings: Comply with the following:
 - 1. Number of Copies: Submit one set(s) of marked-up record prints.
- B. Record Specifications: Submit one paper copy of Project's Specifications, including addenda and contract modifications.
- C. Record Product Data: Submit one paper copy of each submittal.
 - 1. Where record Product Data are required as part of operation and maintenance manuals, submit duplicate marked-up Product Data as a component of manual.
- D. Miscellaneous Record Submittals: See other Specification Sections for miscellaneous record-keeping requirements and submittals in connection with various construction activities. Submit one paper copy of each submittal.
- E. Reports: Submit written report weekly indicating items incorporated into project record documents concurrent with progress of the Work, including revisions, concealed conditions, field changes, product selections, and other notations incorporated.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

- A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued.

1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.
 - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
 - b. Accurately record information in an acceptable drawing technique.
 - c. Record data as soon as possible after obtaining it.
 - d. Record and check the markup before enclosing concealed installations.
 - e. Cross-reference record prints to corresponding archive photographic documentation.
 2. Content: Types of items requiring marking include, but are not limited to, the following:
 - a. Dimensional changes to Drawings.
 - b. Revisions to details shown on Drawings.
 - c. Depths of foundations below first floor.
 - d. Locations and depths of underground utilities.
 - e. Revisions to routing of piping and conduits.
 - f. Revisions to electrical circuitry.
 - g. Actual equipment locations.
 - h. Changes made by Change Order or Construction Change Directive.
 - i. Changes made following Architect's written orders.
 - j. Details not on the original Contract Drawings.
 - k. Field records for variable and concealed conditions.
 3. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
 4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
 5. Mark important additional information that was either shown schematically or omitted from original Drawings.
 6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- B. Format: Identify and date each record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
1. Record Prints: Organize record prints and newly prepared record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
 2. Record Digital Data Files: Organize digital data information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each digital data file.
 3. Identification: As follows:
 - a. Project name.
 - b. Date.
 - c. Designation "PROJECT RECORD DRAWINGS."
 - d. Name of Architect.
 - e. Name of Contractor.

2.2 RECORD SPECIFICATIONS

- A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 2. For each principal product, indicate whether record Product Data has been submitted in operation and maintenance manuals instead of submitted as record Product Data.
 3. Note related Change Orders and record Drawings where applicable.
- B. Format: Submit record Specifications as scanned PDF electronic file(s) of marked-up paper copy of Specifications.

2.3 RECORD PRODUCT DATA

- A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
 3. Note related Change Orders, record Specifications, and record Drawings where applicable.
- B. Format: Submit record Product Data as paper copy.
1. Include record Product Data directory organized by Specification Section number and title, electronically linked to each item of record Product Data.

2.4 MISCELLANEOUS RECORD SUBMITTALS

- A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.
- B. Format: Submit miscellaneous record submittals as paper copy scanned PDF electronic file(s) of marked-up miscellaneous record submittals.
1. Include miscellaneous record submittals directory organized by Specification Section number and title, electronically linked to each item of miscellaneous record submittals.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

- A. Recording: Maintain one copy of each submittal during the construction period for project record document purposes. Post changes and revisions to project record documents as they occur; do not wait until end of Project.
- B. Maintenance of Record Documents and Samples: Store record documents and Samples in the field office apart from the Contract Documents used for construction. Do not use project record documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to project record documents for Architect's reference during normal working hours.

USC Upstate College of Arts and Sciences Structural Repairs
USC Upstate, Spartanburg, SC
OSE Project Number H34-I367
BaSE Project No.: 14105

Division 01

END OF SECTION 01 78 39

SECTION 02 07 00 – SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Demolition and removal of selected site elements.
- B. Patching and repairs.

1.2 RELATED SECTIONS

- A. Division 01 - Administrative, procedural, and temporary work requirements.
- B. Division 01 – Construction Waste Management and Disposal.
- C. Division 01 – Contract Closeout
- D. Division 01 - Temporary Facilities and Controls
- E. Division 01 - Execution

1.3 REGULATORY REQUIREMENTS

- A. Conform to applicable codes for demolition work, safety of structure, and dust control.
- B. Obtain required permits from authorities.
- C. Notify affected utility companies before starting work and comply with their requirements.
- D. Conform to applicable codes when hazardous or contaminated materials are discovered.
- E. Do not close or obstruct exits.
- F. Do not disable or disrupt building fire or life safety systems without 3 days prior written notice to the Owner’s representative.

1.4 PROJECT CONDITIONS

- A. Minimize interference with streets, walks, public right-of-ways, and adjacent facilities.
- B. If hazardous materials are discovered, notify the Owner's representative and await instructions.
- C. If any of the following conditions are encountered, cease work immediately, notify the Owners representative, and await instructions:
 - 1. Structure is in danger of movement or collapse.
 - 2. Materials or conditions encountered differ from those designated in the Contract Documents.

PART 2 - PRODUCTS

2.1 REPAIR MATERIALS

- A. Use repair materials identical to existing materials.
- B. Where identical materials are unavailable or cannot be used for exposed surfaces, use materials that visually match the existing adjacent surfaces to the fullest extent possible.
- C. Use materials whose installed performance equals or surpasses that of the existing materials.

PART 3 – EXECUTION

3.1 PREPARATION

- A. Erect temporary partitions, barricades, warning devices, and controls.
- B. Provide protective coverings, shoring, bracing, and supports for construction designated to remain.
- C. Temporarily or permanently disconnect utilities as required.

3.2 DEMOLITION

- A. Remove existing construction to extent indicated and as necessary to join new work to existing. Do not remove more than is necessary to allow for new construction Smooth-
- B. Do not damage work designated to remain.
- C. Minimize noise and spread of dirt and dust.
- D. Assign work to trades skilled in procedures involved.
- E. Plug ends of disconnected utilities with threaded or welded caps.
- F. Protect and support active utilities designated to remain.
- G. Post warning signs showing location and type of utility and type of hazard.
- H. Store items designated to remain property of Owner where directed by Owner.
- I. Remove and dispose of waste materials off site.
- J. Include fees for off-site disposal in the base bid.

END OF SECTION 02 07 00

SECTION 03 30 00 - CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section specifies cast-in place concrete, including formwork, reinforcing, mix 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.
- D. Material Test reports certificates.

1.3 QUALITY ASSURANCE

- A. General: Submit the following according to Conditions of the Contract and Division 1 Specification Sections.
- B. Product data for proprietary materials and items, including reinforcement and forming accessories, admixtures, patching compounds, waterstops, joint systems, curing compounds, dry-shake finish materials, and others if requested by Architect.
- C. Shop drawings, Reinforcement: Submit one sepia and two prints of shop drawings for fabrication, bending, and placement of concrete reinforcement. Comply with ACI 315 "Manual of Standard Practice for Detailing Reinforced Concrete Structures" showing bar schedule, stirrup spacing, diagrams of bent bars, arrangement of concrete reinforcement. Include special reinforcement required and openings through concrete structures. All drawings shall be completely dimensioned.

1. The reinforcing steel shop drawings will not be reviewed by the Engineer until all of the following has been completed.
 - a. Testing service - The name of the testing firm has been submitted to the Architect/Engineer.
 - b. Certificates - All certificates have been submitted and accepted by the Architect/Engineer.
 - c. Mix Design - All mix designs have been submitted and accepted by the Architect/Engineer.
 - d. Shop Drawings - All copies (including the sepia) has been completely reviewed and corrected by the General Contractor.

D. Laboratory test reports for concrete materials and mix design test.

E. Material certificates in lieu of material laboratory test reports when permitted by Architect. Material certificates shall be signed by manufacturer, concrete producer, and Contractor, certifying that each material item complies with or exceeds specified requirements. Provide certification from admixture manufacturers that chloride content complies with specification requirements.

1.4 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, "Specifications for Structural Concrete," Sections 1 through 5.
2. ACI 117, "Specifications for Concrete Construction and Materials."

C. Pre-installation Conference: Conduct conference at Project site.

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.

2.2 STEEL REINFORCEMENT

- A. Reinforcing Bars: ASTM A 615/A 615M, Grade 60, deformed.
- B. Plain-Steel Welded Wire Reinforcement: ASTM A 185, plain, fabricated from as-drawn steel.
- C. Deformed-Steel Welded Wire Reinforcement: ASTM A 497, flat sheet.
- 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 type, brand, and source, throughout Project.
 - 1. Portland Cement: ASTM C 150, Type I or III. Supplement with the following:
 - a. Fly Ash: ASTM C 618, Class F.
 - b. Ground Granulated Blast-Furnace Slag: ASTM C 989, Grade 100 or 120.
- B. Normal-Weight Aggregates: ASTM C 33, graded, 3/4-inch nominal maximum coarse-aggregate size.
 - 1. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.
- C. Water: ASTM C 94/C 94M and potable.
- D. Air-Entraining Admixtures: ASTM C 260.

- E. Chemical Admixture: 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, 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. 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. 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.

2.6 RELATED MATERIALS

- A. Expansion- and Isolation-Joint-Filler Strips: ASTM D 1751, asphalt-saturated cellulosic fiber.

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. Proportion normal-weight concrete mixture as follows:

1. Minimum Compressive Strength: 3000 psi at 28 days, unless noted otherwise on Contract Documents.
2. Maximum Water-Cementitious Materials Ratio: 0.57 (non-air entrained), 0.48 (air entrained) for 4000 psi; and 0.68 (non-air entrained) for 3000 psi concrete.
3. Slump Limit: 7 inches for concrete with verified slump of 2 to 4 inches before adding high-range water-reducing admixture or plasticizing admixture, plus or minus 1 inch. Retain one or more of three subparagraphs below. Percentages in options in first two subparagraphs are default air contents required by ACI 301 for severe exposure.
4. Air Content: 5-1/2 percent, plus or minus 1.5 percent at point of delivery for 1-1/2-inch (38-mm) nominal maximum aggregate size.
5. Air Content: 6 percent, plus or minus 1.5 percent at point of delivery for 3/4-inch nominal maximum aggregate size.
6. Air Content: Do not allow air content of troweled finished floors to exceed 3 percent.
7. Synthetic Fiber: Uniformly disperse in concrete mixture at manufacturer's recommended rate, but not less than 1.5 lb/cu. yd.

2.8 FABRICATION 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.
 1. When air temperature is between 85 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.

PART 3 - EXECUTION

3.1 FORMWORK

- A. Design, erect, support, 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. Chamfer exposed 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.
 - 1. Lap joints 6 inches and seal with manufacturer's recommended tape.

3.4 STEEL REINFORCEMENT

- A. General: Comply with CRSI's "Manual of Standard Practice" for placing reinforcement.
 - 1. 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. Construct Joints: Install so strength and appearance of concrete are not impaired, at locations indicated or as approved by Architect.
- 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 one-fourth of concrete thickness 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. 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-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.
 1. 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. Rough-Formed Finish: As-cast concrete texture imparted by form-facing material with tie holes and defects repaired and patched. Remove fins and other projections that exceed specified limits on formed-surface irregularities.
 1. Apply to concrete surfaces not exposed to public view.

- B. 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 holds and defects. Remove fins and other projections that exceed specified limits on formed-surface irregularities.
1. Apply to concrete surfaces not exposed to public view, to receive a rubbed finish, to be covered with a coating or covering material applied directly to concrete.
- C. Rubbed Finish: Apply the following to smooth-formed finish as-cast concrete where indicated:
1. Smooth-Rubbed Finish: Not later than 1 day after form removal, moisten concrete surfaces and rub with carborundum brick or another abrasive until producing a uniform color and texture. Do not apply cement grout other than that created by the rubbing process.
 2. Grout-Cleaned Finish: Wet concrete surfaces and apply grout of a consistency of thick paint to coat surfaces and fill small holes. Mix one part Portland cement to one and one-half parts fine sand with a 1:1 mixture of bonding admixture and water. Add white Portland cement in amounts determined by trial patches so color of dry grout will match adjacent surfaces. Scrub grout into voids and remove excess grout. When grout whitens, rub surface with clean burlap and keep surface damp by fog spray for at least 36 hours.
 3. Cork-Floated Finish: Wet concrete surfaces and apply a stiff grout. Mix one part Portland cement and one part fine sand with a 1:1 mixture of bonding agent and water. Add white Portland cement in amounts determined by trial patches so color of dry grout will match adjacent surfaces. Compress grout into voids by grinding surface. In a swirling motion, finish surface with a cork float.
- D. 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 FLOORS AND SLAB

- A. General: Comply with ACI 302.1R recommendations for screeding, restraightening, and finishing operations for concrete surfaces. Do not wet concrete surfaces.

- B. Scratch Finish: While still plastic, texture concrete surface that has been screeded and bull-floated or darbied. Use stiff brushes, brooms, or rakes to produce a profile amplitude of 1/4inch in 1 direction.
 - 1. Apply scratch finish to surfaces indicated and to receive mortar setting beds for bonded cementitious floor finishes.

- C. 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.
 - 1. Apply float finish to surfaces indicated to receive trowel finish and to be covered with fluid-applied or sheet waterproofing, built-up or membrane roofing, or sand-bed terrazzo.

- D. 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 or 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-long straightedge resting on 2 high spots and placed anywhere on the surface does not exceed the flatness criteria indicated in the concrete notes.

- E. 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.
 - 1. Comply with flatness and levelness tolerances for trowel finished floor surfaces.

- F. 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 1.2 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. Cure Concrete according to ACI 308.1, by one or a combination of the following methods:
 - 1. 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 CONCRETE SURFACE REPAIRS

- A. Defective Concrete: Repair and patch defective areas when approved by Architect. Remove and replace concrete that cannot be repaired and patched to Architect's approval.

3.11 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.
 - 1. Testing Services: Tests shall be performed according to ACI 301.

SECTION 05 12 00 - STRUCTURAL STEEL

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes structural steel and grout.

1.2 PERFORMANCE REQUIREMENTS

- A. Connections: Provide details of simple shear connections required by the Contract Documents to be selected or completed by structural-steel fabricator to withstand ASD-service loads indicated and comply with other information and restrictions indicated.

- 1. Select and complete connections using schematic details indicated and AISC's "Manual of Steel Construction, Allowable Stress Design," Part 4.

1.3 SUBMITTALS

- A. Product Data for each type of product indicated.
- B. Shop Drawings: Show fabrication of structural-steel components.
- C. Welding certificates.
- D. Mill test reports.
- E. Source quality-control test reports.

1.4 QUALITY ASSURANCE

- A. Welding: Qualify procedures and personnel according to AWS D1.1 "Structural Welding Code—Steel."
- B. Comply with applicable provisions of AISC's "Code of Standard Practice for Steel Buildings and Bridges."

PART 2 - PRODUCTS

2.1 STRUCTURAL STEEL MATERIALS

- A. W- Shapes: ASTM A 992, Grade 50.
- B. Channels, Angles: ASTM A 36.
- C. Plate and Bar: ASTM A 36.
- D. Cold-Formed Hollow Structural Sections: ASTM A 500, Grade B structural tubing.
- E. Steel Pipe: ASTM A 53, Type E or S, Grade B.
- F. Welding Electrodes: Comply with AWS requirements.

2.2 BOLTS, CONNECTORS, AND ANCHORS

- A. High-strength Bolts, Nuts and Washers: ASTM A 325, Type 1, heavy hex steel structural bolts; ASTM A 563 heavy hex carbon-steel nuts; and ASTM F 436 hardened carbon-steel washers.
 - 1. Finish: Plain
 - 2. Direct-Tension Indicators: ASTM F 959, Type 325 compressible-washer type.
 - a. Finish: Plain
- B. High-Strength Bolts, Nuts, and Washers: ASTM A 490, Type 1, heavy hex steel structural bolts; ASTM A 563 heavy hex carbon-steel nuts; and ASTM F 436 hardened carbon-steel washers, plain.
 - 1. Direct-Tension Indicators: ASTM F 959, Type 490, compressible-washer type; plain.
- C. Tension-Control, High Strength Bolt-Nut-Washer Assemblies: ASTM F 1852, Type 1, heavy hex head steel structural bolts with splined ends; ASTM A 563 heavy hex carbon-steel nuts; and ASTM F 436 carbon-steel washers.
 - 1. Finish: Plain.

D. Shear Connectors: ASTM A 108, Grades 1015 through 1020, headed-stud type, cold-finished carbon steel: AWS D1.1, Type B.

E. Unheaded Anchor Rods: ASTM F 1554, Grade 36.

1. Configuration: Straight.
2. Finish: Plain.

F. Headed Anchor Rods: ASTM F 1554, Grade 36, straight.

1. Finish: Plain.

2.3 PRIMER

A. Primer: SSPC-Paint 25, Type II, iron oxide, zinc oxide, raw linseed oil, and alkyd.

B. Primer: Fabricator's standard lead-and chromate-free, nonasphaltic, rust-inhibiting primer.

2.4 GROUT

A. Nonmetallic, Shrinkage-Resistant Grout: ASTM C 1107, factory-packaged, nonmetallic aggregate grout, noncorrosive, nonstaining, mixed with water to consistency suitable for application and a 30-minute working time.

2.5 FABRICATION

A. Structural Steel: Fabricate and assemble in shop to greatest extent possible. Fabricate according to AISC's "Code of Standard Practice for Steel Buildings and Bridges" and AISC's "Specifications for Structural Steel Buildings—Allowable Stress Design and Plastic Design."

B. Shear Connectors: Prepare steel surfaces as recommended by manufacturer of shear connectors. Use automatic end welding of headed-stud shear connectors according to AWS D1.1 and manufacturer's written instructions.

2.6 SHOP CONNECTIONS

- A. High-Strength Bolts: Shop install and tighten high-strength bolts according to RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts" for type of bolt and joint specified.

- 1. Joint Type: Snug tightened.

- B. Weld Connections: Comply with AWS D1.1 for welding procedure specifications, tolerances, appearance, and quality of welds, and for methods used in correcting welding work.

2.7 SHOP PRIMING

- A. Shop prime steel surfaces, except the following:

- 1. Surfaces embedded in concrete or mortar. Extend priming of partially embedded members to a depth of 2 inches.
 - 2. Surfaces to be field welded.
 - 3. Surfaces to be high-strength bolted with slip-critical connections.
 - 4. Surfaces to receive sprayed fire-resistive materials.
 - 5. Galvanized surfaces.

- B. Surface Preparation: Clean surfaces to be painted. Remove loose rust and mill scale, and spatter, slag, or flux deposits. Prepare surfaces according to the following specifications and standards:

- 1. SSPC-SP 2 "Hand Tool Cleaning."
 - 2. SSPC-SP 3 "Power Tool Cleaning."

- C. Priming: Immediately after surface preparation, apply primer according to manufacturer's instructions and at rate recommended by SSPC to provide a dry film thickness of not less than 3.0 mils. Use priming methods that result in full coverage of joints, corners, edges, and exposed surfaces.

2.8 SOURCE QUALITY CONTROL

- A. Owner will engage an independent testing and inspecting agency to perform shop tests and inspections and prepare test reports. Comply with testing and inspection requirements of Part 3. Article "Field Quality Control".

- B. Correct deficiencies in Work that test reports and inspections indicate does not comply with the Contract Documents.
- C. In addition to visual inspection, shop-welded shear connectors will be tested and inspected according to requirements in AWS D1.1 for stud welding.

PART 3 - EXECUTION

3.1 ERECTION

- A. Examination: Verify elevations of concrete- and masonry-bearing surfaces and locations of anchor rods, bearing plates, and other embedments, with steel erector present, for compliance with requirements.
 - 1. Proceed with installation only after unsatisfactory conditions have been corrected.
- B. Set structural steel accurately in locations and to elevation indicated and according to AISC's "Code of Standard Practice for Steel Buildings and Bridges" and "Specifications for Structural Steel Buildings—Allowable Stress Design and Plastic Design."
- C. Base and Bearing Plates: Clean concrete and masonry-bearing surfaces of bond-reducing materials and roughen surfaces prior to setting base and bearing plates. Clean bottom surface of base and bearing plates.
 - 1. Set base and bearing plates for structural members on wedges, shims, or setting nuts as required.
 - 2. Weld plate washers to top of base plate.
 - 3. Snug-tighten anchor bolts after supported members have been positioned and plumbed. Do not remove wedges or shims but, if protruding, cut off flush with edge of base or bearing plate before packing with grout.
 - 4. Promptly pack grout solidly between bearing surfaces and base or bearing plates so no voids remain. Neatly finish exposed surfaces; protect grout and allow to cure. Comply with manufacturer's written installation instructions for shrinkage-resistant grouts.

- D. Maintain erection tolerances of structural steel within AISC's "Code of Standard Practice for Steel Buildings and Bridges."

3.2 FIELD CONNECTIONS

- A. High-Strength Bolts: Install and tighten high-strength bolts according to RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts" for type of bolt and type of joint specified.
 - 1. Joint Type: Snug Tightened.
- B. Weld Connections: Comply with AWS D1.1 for welding procedure specifications, tolerances, appearance, and quality of welds, and for methods used in correcting welding work.
 - 1. Comply with AISC's Code of Standard Practice for Steel Buildings and Bridges" and "Specification for Structural Steel Buildings—Allowable Stress Design and Plastic Design: for bearing adequacy of temporary connections, alignment, and removal of paint on surfaces adjacent to field welds.

3.3 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified independent testing and inspecting agency to inspect field welds.
- B. Bolted Connections: Shop-bolted connections will be tested and inspected according to RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts."
- C. Welded Connections: Field welds will be visually inspected according to AWS D1.1.
 - 1. In addition to visual inspection, field-welds will be tested according to AWS D1.1 and following inspection procedures, at testing agency's option:
 - a. Liquid Penetrant Inspection: ASTM E 165.
 - b. Magnetic Particle Inspection: ASTM E 709; performed on root pass and on finished weld. Cracks or zones of incomplete fusion or penetration will not be accepted.
 - c. Ultrasonic Inspection: ASTM E 164.

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d. Radiographic Inspection: ASTM E 94

D. Correct deficiencies in Work that test reports and inspections indicate does not comply with the Contract Documents.

END OF SECTION 05 12 00

SECTION 05 31 00 - STEEL DECK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Steel roof deck.
 - 2. Form Deck
 - 3. Acoustical Deck
 - 4. Noncomposite Vented Deck
 - 5. Provide acoustical deck insulation to be installed under Section 07520 - SBS Modified Bitumen Membrane
 - 6. Field surface preparation and field touch-up.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
 - 1. Division 3 Section "Cast-in-Place Concrete" for concrete fill and reinforcing steel.
 - 2. Division 5 Section "Structural Steel" for shop-welded shear connectors.
 - 3. Division 5 Section "Metal Fabrications" for framing openings with miscellaneous steel shapes.

1.3 SUBMITTALS

- A. General: Submit each item in this Article according to the Conditions of the Contract and Division 1 Specification Sections.
- B. Product data for each type of deck, accessory, and product specified.
- C. Shop drawings showing layout and types of deck panels, anchorage details, reinforcing channels, special jointing, accessories, and attachments to other construction. Shop Drawings shall show the fastening pattern in clear detail (graphic) Submit one sepia and two prints completely checked and marked by the contractor before submitting them for review.

- D. Product certificates signed by manufacturers of steel deck certifying that their products comply with specified requirements.
- E. Product test reports from qualified independent testing agencies evidencing compliance with requirements of the following based on comprehensive testing:
 - 1. Mechanical fasteners.
- F. Research reports or evaluation reports of the model code organization acceptable to authorities having jurisdiction that evidence steel deck's compliance with the building code in effect for the Project.

1.4 QUALITY ASSURANCE

- A. **Installer Qualifications:** Engage an experienced Installer who has completed steel deck similar in material, design, and extent to that indicated for this Project and with a record of successful in-service performance.
- B. **FM Listing:** Provide steel roof deck evaluated by Factory Mutual and listed in Factory Mutual "Approval Guide" for Class 1 fire rating and Class 1-90 windstorm ratings.
- C. **Substitute Requests For A Specified Entity**
 - 1. Provisions, requirements, and stipulations stated under this paragraph of this specification apply not only to this specification, but they also apply to all other specifications that are included in the project manual, on the drawings or are otherwise a part of the Contract Documents even if not so stated in these documents. Information requested under this paragraph heading is the minimum required information for consideration and evaluation and additional information may be requested. This information is required in addition to information required by any substitute request forms that may be included in the Project Manual or Contract Documents, or otherwise provided.
 - 2. Where the Contract Documents list at least three entities (products, materials, components, systems, manufacturers, installers, methods, etc.), the Architect reserves the option to reject any and all requests for a substitute. Where the Contract Documents list only one entity without "Or equal" or similar language, substitutes will not be considered. Where the Contract Documents list less than 3 entities, substitutes may be reviewed and evaluated on an individual base.
 - 3. Include the following information on the cover page of the request:

- a. Name of Project and project number as shown in the header of the specification
 - b. Date request is being made.
 - c. Name of person, company, and contact information of person requesting substitute.

 - d. Specification title and number and drawing number where the specified product is listed or shown.
 - e. Exact name of the specified entity and substitute entity. .
4. When requesting a substitute, include all requested and required supporting data, specifications, and performance criteria. The Architect must receive this substitute request no later than the time stated elsewhere for submitting product substitutions. If no time is stated, then 10 days prior to date of bid opening. When a Request For Substitute Form is included in the Project Manual, properly complete the form and include it with the submittal.
5. Verbal requests for a substitute or requests that do not comply with these provisions are not acceptable, will be rejected, and will not extend the submittal deadline. Submittals that are incomplete have vague or unspecific answers (“Better”. “Cheaper”. “More competitive”, etc.); that lack supporting data to substantiate equal or superior quality/design; that do not include the requested proof, verification, reports, and substantiating documentation; or are received after submittal deadline will be rejected. Provide convincing answers as to why the substitute should be approved. Rejection or disapproval will not extend the submittal deadline.
- a. If the substitute entity differs from specified entity, compare the substitute entity with the specified entity in a tabular format that clearly shows all the differences.
6. Include the following information on all requests for substitutes:
- a. Length of time the manufacturer has been in business.
 - b. Whether the manufacturer operated under any other name, and if so, under what name and when?
 - c. Length of time the substitute entity has been on the market.
 - d. Whether the substitute entity has been marketed under any other name, and if so, under what name and when?
 - e. Who will install and service the substitute entity?
 - f. Whether the installer is trained and certified by the manufacturer? If so, describe how this training and certification are achieved and if training records are maintained?
 - g. All required changes in the project design that will be required to incorporate the substitute entity.
 - h. Describe any known problems or failures associated with the substitute entity? If there are any, provide details.

7. The manufacturer's published literature, description, capabilities, operating and performance parameters, options, accessories, etc. of all submitted substitutes shall meet or exceed those published by the manufacturer of the specified entity even if they are not specifically mentioned in the Contract Documents. Additionally, manufacturers whose standards are less than those of the specified entity but are capable of producing an entity that meets the specified entity shall not, for the convenience of their normal production methods, vary from the specified entity standards.
8. Where test data and standards are being submitted as supporting data and for comparison with the specified item, comply with the following requirements. Submittals not complying with these provision will be considered incomplete, unacceptable, and will be rejected:
- a. All substitutes shall meet all of the minimum performance criteria of the specified entity.
 - b. Submit certified data provided by an independent testing laboratory.
 - c. Prepare supporting data in side-by-side tabular form showing the submitted criteria next to each specified performance criteria and denoting the differences between the specified item the substitute item.
 - d. Show submitted data using same tests and standards and with the values and results in the same units of measure as those shown for the specified item.
 - e. Where a performance criterion is not listed in the specifications, comply with the specified product manufacturer's published data for performance criteria.
 - f. Where the specified entity requires certifications, registrations, approvals, policies, practices, etc., submit proof that the substitute entity is in compliance.
9. Each and all requests for substitutes shall be signed by the person making the submittal. By signing the submittal, the person requesting the substitute certifies and agrees to the following requirements. Requests without the signature of a responsible person will be rejected.
- a. That the specifications have been read and are understood,
 - b. That the entity being submitted meets or exceeds all provisions of the specifications,
 - c. That all submitted information is true and accurate,
 - d. Will remove the substitute entity and replace it with an acceptable product, at his expense, if it is determined that the substitute does not meet the specifications as certified.
 - e. Agrees to pay for all necessary design changes and increased construction costs to incorporate the substitute entity.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Protect steel deck from corrosion, deformation, and other damage during delivery, storage, and handling.
- B. Store materials to permit easy access for inspection and identification.
- C. Keep deck off the ground, using pallets, platforms, or other supports. Protect deck and packaged materials from erosion and deterioration, stack in such a manner that surface water will properly drain. Protect with a waterproof covering and ventilate to avoid condensation. If materials are to be stored for an extended period of time, cover in such a way that rain will not fall on the material, but air will flow freely through the stack. Do not store materials on structure in a manner that might cause distortion or damage to members or supporting structures. Repair or replace damaged materials on structures as directed.
- D. Coordinate delivery of the acoustical deck insulation with the installation of the roof system so the insulation arrives in sufficient time for installation under Section 07520 but also with minimum delay between arrival and installation. Do not allow the acoustical deck insulation to become wet or exposed to any type of moisture. Store under cover off the ground in a protected location

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Bowman Metal Deck Armco, Inc.
 - 2. Consolidated Systems, Inc.
 - 3. Epic Metals Corp.
 - 4. Vulcraft Div. of Nucor Corp.
 - 5. Wheeling Corrugating Co., Div. of Wheeling-Pittsburgh Steel Corp.

2.2 ROOF DECK

- A. Steel Roof Deck: Fabricate panels without top-flange stiffening grooves conforming to SDI Publication No. 28 "Specifications and Commentary for Steel Roof Deck" and the following:

1. Prime-Painted Steel Sheet: ASTM A 611, Grade C, shop primed with grey baked-on, lead and chromate-free rust-inhibitive primer, conforming to the performance requirements of Fed. Spec. TT-P-664.
 2. Galvanized-Steel Sheet: ASTM A 446, Grade A, G 90 zinc coated according to ASTM A 525. If drawings indicate primed steel, notify the Architect promptly for a determination.
 3. Deck Profile: Type B, wide rib
 4. Profile Depth: As indicated. 1-1/2 inches
 5. Design Uncoated-Steel Thickness: As required to achieve the diaphragm design indicated on the Drawings with screw attachment; however, minimum 22 gauge.
 6. Span Condition: Triple or more.
 7. Side Joints: Side joints, overlapped, nested or interlocked.
8. End Laps: Nested, 3 inches minimum overlap, 1-1/2 inches bearing on each side of support.

B. Corrugated Roof Deck

1. Galvanized-Steel Sheet: ASTM A 446, Grade A, G 90 zinc coated according to ASTM A 525. If drawings indicate primed steel, notify the Architect promptly for a determination.
2. Deck Profile: As indicated.
3. Profile Depth: As indicated.
4. Design Uncoated-Steel Thickness: As required to achieve the diaphragm design indicated on the Drawings with screw attachment; however, minimum 22 gauge.
5. Span Condition: As indicated.
6. Side Joints: Side joints, overlapped, nested or interlocked.
7. End Laps: Nested, 3 inches minimum overlap, 1-1/2 inches bearing on each side of support.

C. Miscellaneous Roof Deck Accessories: Steel sheet, 0.0359-inch thick minimum ridge and valley plates, finish strips, and reinforcing channels, of same material as roof deck

2.3 FORM DECK

A. Noncomposite Steel Form Deck: Fabricate ribbed-steel sheet noncomposite form deck panels conforming to SDI Publication No. 28 "Specifications and Commentary for Noncomposite Steel Form Deck," the minimum section properties indicated, and the following:

1. Prime-Painted Steel Sheet: ASTM A 611, Grade E, shop primed with grey or white baked-on, lead- and chromate-free rust-inhibitive primer, conforming to the performance requirements of FS TT-P-664.

2. Galvanized-Steel Sheet: ASTM A 446, Grade E, G 90 zinc coated according to ASTM A 525.
 3. Profile Depth: As indicated. If not indicated, then 9/16 inch.
 4. Design Uncoated-Steel Thickness: 28 ga).
 5. Span Condition: Triple or more supports
 6. Side Joints: Side joins, overlapped, nested or interlocked.
 7. End Laps: Nested, 3 inches minimum overlap, 1-1/2 inches bearing on each side of support.
- B. Composite Steel Form Deck: Fabricate panels, with integrally embossed or raised pattern ribs and interlocking side laps, to comply with "SDI Specifications and Commentary for Composite Steel Floor Deck," in SDI Publication No. 29, the minimum section properties indicated, and the following:
1. Prime-Painted Steel Sheet: ASTM A 611, Grade E, shop primed with grey or white baked-on, lead- and chromate-free rust-inhibitive primer, conforming to the performance requirements of FS TT-P-664.
 1. Galvanized-Steel Sheet: ASTM A 446, Grade E, G 90 zinc coated according to ASTM A 525.
 2. Profile Depth: As indicated. If not indicated..
 3. Design Uncoated-Steel Thickness: 26 ga).
 4. Span Condition: Triple or more supports
 5. Side Joints: Side joins, overlapped, nested or interlocked.
 6. End Laps: Nested, 3 inches minimum overlap, 1-1/2 inches bearing on each side of support.
- C. Non-Composite Vented Steel Form Deck: Fabricate ribbed- and vented-steel sheet noncomposite form deck panels to comply with "SDI Specifications and Commentary for Noncomposite Steel Form Deck," in SDI Publication No. 29, and the following:
1. Prime-Painted Steel Sheet: ASTM A 611, Grade E, shop primed with grey or white baked-on, lead- and chromate-free rust-inhibitive primer, conforming to the performance requirements of FS TT-P-664.
 1. Galvanized-Steel Sheet: ASTM A 446, Grade E, G 90 zinc coated according to ASTM A 525.
 2. Profile Depth: As indicated.
 3. Design Uncoated-Steel Thickness: 26 gauge.
 4. Span Condition: Triple or more supports
 5. Side Laps: As indicated. If not indicated then overlapped.
 6. End Laps: Nested, 3 inches minimum overlap, 1-1/2 inches bearing on each side of support.

7. Vent Slot Area: As indicated, if not indicated, minimum manufacturer's standard vent slots providing 1-1/2 percent open area.

2.4 ACOUSTICAL DECK

- B. Acoustical Steel Roof Deck: Fabricate panels without top-flange stiffening grooves conforming to SDI Publication No. 28 "Specifications and Commentary for Steel Roof Deck" and the following:
 1. Shop Primer: Grey baked-on, lead- and chromate-free rust-inhibitive primer, conforming to the performance requirements of FS TT-P-664.
 2. Galvanized-Steel Sheet: ASTM A 446, Grade A, G 90 zinc coated according to ASTM A 525.
 3. Deck Profile: As indicated. If not indicated, then intermediate rib.
 4. Profile Depth: As indicated. If not indicated, then 1-1/2 inches.
 5. Design Uncoated-Steel Thickness: As indicated. If not indicated, then 22 gauge.
 6. Span Condition: As indicated.

 7. Side Joints: Side joints, overlapped, nested or interlocked.
 8. Acoustical Perforations and Sound Insulation: Deck panels with manufacturer's standard perforated vertical webs and manufacturer's standard insulation to achieve the following:
 9. Acoustical Performance: NRC 0.85, tested according to ASTM C 423.

2.5 FASTENERS

- A. Mechanical Fasteners: Manufacturer's standard, corrosion-resistant, self-drilling, self-threading screws. Fasteners shall provide resistance to gross uplift of 60 psf at the eave overhang and 45 psf at other roof areas. The following are acceptable fasteners. Other fasteners may be submitted for approval.
 1. Screws: ITW Buildex Traxx (TEK) #5, corrosion-resistant, self-drilling, self-threading. Size as recommended by the roof deck manufacturer for intended application. However, not smaller than:
 - a. Deck-To-Structure
 - For material up to and including 5/16 inches: : #12 - 24 x 1-1/4 inches
 - For material from 3/8 inch to 5/8 inch: #12 - 24 x 1-1/2 inches
 2. Side Lap Fasteners: ITW Buildex Traxx (TEK), #10 - 24 x 3/4 inch, corrosion resistant, hexagonal washer head, self-drilling, carbon steel screws.

2.6 ACCESSORIES

- A. Cover plates, ridge and valley plates, closure strips, roof sump pans, and cant strips as required, Use manufacturer's standard of ASTM A 446, G 90 coating class, galvanized according to ASTM A 525. Provide accessory materials for steel deck that comply with requirements indicated and recommendations of the steel deck manufacturer.

- B. Primer Touch-Up
 - 1. Paint: Quick-dry touch-up paint compatible with the shop primer used for steel deck and suitable for touch-up.
 - 2. Galvanizing Repair Paint: Galvilite Cold Galvanizing Repair Compound, Esterified Epoxy Based Zinc Rich Metal Primer by ZRC Worldwide or a reviewed substitute. Use to repair all damaged galvanizing. As a minimum, galvanizing repair shall comply with the following:
 - a. Specifications: Fed. Spec. DOD-P-21035A and Mil Spec. Mil-P-26915A
 - b. Registration: ISO 9001
 - c. VOC Compliant
 - d. Zinc in Dried Film: 95 percent, ASTM D520 Type III
 - e. Percent Solids: 52 percent by volume.
 - f. Pencil Hardness: 2H per ASTM D3363
 - g. UL: Recognized by UL as being equivalent to hot dipped galvanized

 - h. Impact Resistance: Greater than 30 inch-lbs. per ASTM D2794
 - i. Abrasion Resistance: 11.5 liters per dry mil when tested at 3 mils DFT per ASTM D98
 - j. Dry Time to Touch: 20-30 minutes at 1.5 mils DFT
 - k. Recoat Time: 24-48 hours

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine supporting framing and field conditions for compliance with requirements for installation tolerances and other conditions affecting performance of steel deck.

3.2 PREPARATION

- A. Locate decking bundles to prevent overloading of supporting members.

3.3 INSTALLATION, GENERAL

- A. Screw-attach all roof decking. Welding is not permitted on roof deck except in extenuating circumstances and then only with the Architect's written permission and on form deck. Obtain welding permission in advance of welding. Otherwise, only form deck may be welded. If drawings indicate welding, do not proceed with installation without contacting the Architect for a determination. Failure to notify the Architect may result in doubling the fastening or removal of the deck. Where welding is permitted, all welds shall be thoroughly cleaned of weld spatter and scale, then touched up with cold-applied galvanizing. Fill all weld-burn-through and blow holes neatly.
- B. Install temporary shoring before placing deck panels when required to meet deflection limitations.
- C. Place deck panels on adjacent and supporting framing members and adjust to final position with ends accurately aligned and bearing on supporting framing before being permanently fastened. Do not stretch or contract side lap interlocks.
- D. Place deck panels flat and square and screw-attach to supporting framing without warp or deflection. Flutes shall run straight, true, and parallel to walls so that roof insulation joints will lay straight with minimum 3/4 inch full edge bearing on flutes. Notify the Architect if the flutes will not run straight.
- E. Cut and neatly fit deck panels and accessories around openings and other work projecting through or adjacent to the decking.
- F. Provide additional reinforcement and closure pieces at openings as required for strength, continuity of decking, and support of other work.
- G. Fasten roof deck panels to steel supporting members with screws as indicated on the drawings. Do not over tighten fasteners. Fasteners shall enter supports straight at a true vertical. Replace all angled fasteners. Install a true fastener where fasteners are stripped out. Reseat fasteners that are not fully seated.
- H. End Bearing: Install deck ends over supporting framing with a minimum end bearing of 2 inches past the centerline of the supporting members.
- I. Tolerances: Ribs aligned to a tolerance of 1/4 inch per foot.
- J. Drainage Requirements: The installed roof deck shall not have any deflections that exceed 1 inch in 10 feet. The General Contractor shall report, to the Architect, all suspicious areas in the roof deck that may contribute to ponding or standing water.

3.4 ROOF DECK INSTALLATION

- A. Installation Criteria: In addition to UL and SDI requirements, installed deck shall conform to the following requirements: Do not weld roof deck.
1. End laps are lapped 4 inches and equally spaced over supports.
 2. Deck flutes are straight and parallel.
 3. All screws are tight, straight, and fully seated.
 4. Deck is fastened securely and does not wobble, shake, twist, when walked on.
 5. Top Flanges have no concavity or convexity in excess of 1/16 inch across any three adjacent flanges.
 6. Deck is secured to each supporting member in every other rib, maximum spacing 12 inches o.c., with screws as recommended by the roof deck manufacturer or as indicated on the Drawings.
 8. Deck is securely fastened with no projecting fasteners and with no adjacent units in excess of 1/16 inch out of plane.
 9. Welds, when permitted, are properly touched up and burn through are properly filled.
 10. Slope is proper direction and proper amount.
- B. Installation
1. Mechanically-fasten (screw) deck panels and accessories according to applicable specifications and commentary of SDI Publication No. 28, manufacturer's recommendations specified, FM requirements for pattern and density to meet FM Wind Uplift Classification specified in roofing specifications, and requirements of this Section. As an absolute minimum, attach as follows:
 - a. Not greater than 12 inches oc to supports with a minimum of 4 fasteners in each unit at each support, unless indicated otherwise. Fasten the perimeter at 6 inches oc for end laps and 16 inches oc for side laps.
 - b. Secure roof deck side laps with side lap fasteners spaced equally between supports but not greater than according to the following span conditions:
 - a. 5 feet or Less: 2 side lap fasteners unless indicated otherwise.
 - b. Over 5 feet: 3 side lap fasteners unless indicated otherwise.
 - c. All deck shall span a minimum of 4 supports.
 2. Where a fastener will not seat fully or is not or will not seat in a true vertical, set another true fastener adjacent to the untrue fastener.
 3. Pre-drill pilot holes where fasteners will not penetrate supports.
 4. Where a fastener hole is vacated, thoroughly clean vacant hole with wire brush to remove rust, dirt, and debris, touch up with galvanizing repair, and plug. Vacant holes are not acceptable.
 5. Miscellaneous Roof Deck Accessories: Install ridge and valley plates, finish strips, sump pans, cover plates, end closures, and reinforcing channels according to deck manufacturer's recommendations. Weld to substrate to provide a complete deck installation.

6. Flexible Closure Strips: Install flexible closure strips over partitions, walls, and where indicated. Install with adhesive according to manufacturer's instructions to ensure complete closure.
- C. Acoustical Deck: Coordinate installation of insulation with installation with roof covering system so that insulation is not exposed to weather.

3.5 FLOOR DECK INSTALLATION

- A. Fasten floor deck panels to steel supporting members by welding or with screws as indicated on the drawings. Do not over tighten fasteners. Fasteners shall enter supports straight at a true vertical. Replace all angled fasteners. Install a true fastener where fasteners are stripped out. Reseat fasteners that are not fully seated.
1. Where welding is used for attachment, use weld washers of size indicated. If not indicated, then as recommended by SDI.
 2. Perform welding only by certified welders using proper equipment and electrodes prescribed by AWI. .
 3. Welded with burn-through are not permitted and shall be properly plugged as recommended by the SDI to form a corrosive resistant plug.
 4. Weld holes that miss supporting structure shall be plugged to form a corrosive resistant plug.
- B. Fasten not more than 15 inches on center to supports with a minimum of 3 fasteners in each unit at each support unless indicated otherwise. Fasten the perimeter of floor deck 6 inches oc at the ends and 12 inches oc at the edges.
- C. End Bearing: Install deck ends over supporting framing with a minimum end bearing of 1-1/2 inches past centerline of support. with end joints lapped 3 inches.
- D. Pour Stops and Girder Fillers: Weld steel sheet pour stops and girder fillers to supporting structure according to SDI recommendations, unless otherwise indicated.
- E. Floor Deck Closures: Fasten steel sheet column closures, cell closures, and Z-closures to deck according to SDI recommendations to provide tight-fitting closures at open ends of ribs and sides of decking. Fasten cover plates at changes in direction of floor deck panels, unless otherwise indicated.

3.6 FIELD QUALITY CONTROL

- A. Testing Agency: Responsibility for an independent testing agency is defined in Section 01400 – Quality Control.
 - 1. Testing and Inspection Agency shall inspect for total compliance with SDI and FM requirements for specified wind uplift requirements. Inspection shall include all screw fastening and, where permitted, welds.
- B. Deck fastening will be subject to inspection.
- C. Testing agency will report test results promptly and in writing to Contractor and Architect.
- D. Remove and replace work that does not comply with specified requirements.
- E. Additional testing will be performed to determine compliance of corrected work with specified requirements.

3.7 REPAIRS AND PROTECTION

- A. Touchup Painting: Wire brush, clean, and touch up scarred areas, and rust spots on both surfaces of installed deck panels.
 - 1. Touch up damaged, scarred exposed steel, cut edges, and otherwise disturbed surfaces with galvanizing repair.
 - 2. Normally, welding will not be not permitted. Under extenuating circumstances, welding may be permitted only with just cause and written permission from the Architect. Where welding is permitted, remove all traces of weld spatter, flux, and damaged primer, and touch up thoroughly with galvanizing repair. Fill all burn-throughs with a screw and plate properly primed. Excessive burn-throughs will justify replacement of deck. Fasten deck with approved screw at each burn-through.
 - 3. Plug all open and vacant screw holes and other openings.
- B. Reinforcement of Openings: Unless other reinforcing is shown on the structural drawings, reinforce openings with any dimension larger than 6 inches as follows
 - 1. Openings 6 inches to 12 inches: Reinforce with 0.0358-inch steel sheet, 6 inches wider than opening in all directions. Attach to top surface of deck with No. 10 diameter screws or welds at 6 inch spacing along each side. Attach to deck before opening is cut.

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USC Upstate, Spartanburg, SC
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- 2 Openings 12 inches to 18 inches: Reinforce with 2 inch x 2 inch x 1/4 inch steel angles. Place angles perpendicular to flutes, extended minimum two flutes each side of opening. Weld to top surface of deck with welds at 6 inch spacing along each side of angles. Attach to deck before opening is cut.
 - 3 Where openings are in deck supporting slabs, provide pour stops around openings in addition to reinforcing indicated above. Cut deck out of opening after concrete has been in place a minimum of seven days.
- C. Provide final protection and maintain conditions to ensure steel decking is without damage or deterioration at time of Substantial Completion.

END OF SECTION 05 31 00

SECTION 05 40 00 - COLD-FORMED METAL FRAMING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Exterior load-bearing steel-stud walls.
 - 2. Interior load-bearing steel-stud walls.
 - 3. Field surface preparation and field touch-up.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
 - 1. Division 9 Section "Gypsum Board Assemblies" for gypsum board and nonload-bearing metal-stud framing and ceiling-suspension assemblies.
 - 2. Division 9 Section "Gypsum Sheathing" for gypsum sheathing applied to exterior steel framing.
 - 3. Division 9 Section "Gypsum Board Shaft-Wall Assemblies" for gypsum board and nonload-bearing metal-stud framing assemblies.

1.3 PERFORMANCE REQUIREMENTS

- A. AISI "Specifications": Calculate structural characteristics of cold-formed metal framing according to AISI's "Specification for the Design of Cold-Formed Steel Structural Members" and the following:
 - 1. Center for Cold-Formed Steel Structures (CCFSS) Technical Bulletin, Vol. 2, No. 1, February 1993 "AISI Specification Provisions for Screw Connections."

- B. Structural Performance: Engineer, fabricate, and erect cold-formed metal framing to withstand design loads within limits and under conditions required.
 - 1. Design Loads: As indicated.
 - 2. Design framing systems to withstand design loads without deflections greater than the following unless noted otherwise on the Structural Drawings:
 - a. Exterior Load-Bearing Walls: Lateral deflection of $L/600$ of the wall height backing brick veneer.
 - b. Interior Load-Bearing Walls: Lateral deflection of $L/240$ of the wall height.
 - c. Exterior Nonload-Bearing Curtainwall: Lateral deflection of $L/240$ of the wall height.
 - d. Roof Trusses: Vertical deflection of $L/240$ of the span.
 - 3. Design framing systems to provide for movement of framing members without damage or overstressing, sheathing failure, connection failure, undue strain on fasteners and anchors, or other detrimental effects when subject to a maximum ambient temperature change (range) of 120 deg F.
 - 4. Design framing system to accommodate deflection of primary building structure and construction tolerances, and to maintain clearances at openings.
- C. Design exterior nonload-bearing curtainwall framing to accommodate lateral deflection without regard to contribution of sheathing materials.
- D. Engineering Responsibility: Engage a fabricator who assumes undivided responsibility for engineering cold-formed metal framing by employing a qualified professional engineer to prepare design calculations, shop drawings, and other structural data.

1.4 SUBMITTALS

- A. General: Submit each item in this Article according to the Conditions of the Contract and Division 1 Specification Sections.
- B. Shop drawings showing layout, spacings, sizes, thicknesses, and types of cold-formed metal framing, fabrication, fastening and anchorage details, including mechanical fasteners. Show reinforcing channels, opening framing, supplemental framing, strapping, bracing, bridging, splices, accessories, connection details, and attachments to other units of Work.
 - 1. For cold-formed metal framing indicated to comply with design loadings, include structural analysis data sealed and signed by the qualified professional engineer who was responsible for its preparation.

- C. Mill certificates signed by manufacturers of cold-formed metal framing certifying that their products comply with requirements, including uncoated steel thickness, yield strength, tensile strength, total elongation, and galvanized-coating thickness.
- D. Welder certificates signed by Contractor certifying that welders comply with requirements specified under the "Quality Assurance" Article.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: Engage an experienced Installer who has completed cold-formed metal framing similar in material, design, and extent to that indicated for this Project and with a record of successful in-service performance.
- B. Welding Standards: Comply with applicable provisions of AWS D1.1 "Structural Welding Code--Steel" and AWS D1.3 "Structural Welding Code--Sheet Steel."
 - 1. Certify that each welder has satisfactorily passed AWS qualification tests for welding processes involved and, if pertinent, has undergone recertification.
- C. Professional Engineer Qualifications: A professional engineer legally authorized to practice in the jurisdiction where Project is located and experienced in providing engineering services of the kind indicated that have resulted in the installation of cold-formed metal framing similar to this Project in material, design, and extent and that have a record of successful in-service performance.
- D. Preinstallation Conference: Conduct conference at Project site to comply with requirements of Division 1 Section "Project Meetings."
- E. Substitute Requests For A Specified Entity
 - 1. Provisions, requirements, and stipulations stated under this paragraph of this specification apply not only to this specification, but they also apply to all other specifications that are included in the project manual, on the drawings or are otherwise a part of the Contract Documents even if not so stated in these documents. Information requested under this paragraph heading is the minimum required information for consideration and evaluation and additional information may be requested. This information is required in addition to information required by any substitute request forms that may be included in the Project Manual or Contract Documents, or otherwise provided.
 - 2. Where the Contract Documents list at least three entities (products, materials, components, systems, manufacturers, installers, methods, etc.), the Architect

reserves the option to reject any and all requests for a substitute. Where the Contract Documents list only one entity without “Or equal” or similar language, substitutes will not be considered. Where the Contract Documents list less than 3 entities, substitutes may be reviewed and evaluated on an individual base.

3. Include the following information on the cover page of the request:
 - a. Name of Project and project number as shown in the header of the specification
 - b. Date request is being made.
 - c. Name of person, company, and contact information of person requesting substitute.
 - d. Specification title and number and drawing number where the specified product is listed or shown.
 - e. Exact name of the specified entity and substitute entity. .
4. When requesting a substitute, include all requested and required supporting data, specifications, and performance criteria. The Architect must receive this substitute request no later than the time stated elsewhere for submitting product substitutions. If no time is stated, then 10 days prior to date of bid opening. When a Request For Substitute Form is included in the Project Manual, properly complete the form and include it with the submittal.
5. Verbal requests for a substitute or requests that do not comply with these provisions are not acceptable, will be rejected, and will not extend the submittal deadline. Submittals that are incomplete have vague or unspecific answers (“Better”. “Cheaper”. “More competitive”, etc.); that lack supporting data to substantiate equal or superior quality/design; that do not include the requested proof, verification, reports, and substantiating documentation; or are received after submittal deadline will be rejected. Provide convincing answers as to why the substitute should be approved. Rejection or disapproval will not extend the submittal deadline.
 - a. If the substitute entity differs from specified entity, compare the substitute entity with the specified entity in a tabular format that clearly shows all the differences.
6. Include the following information on all requests for substitutes:
 - a. Length of time the manufacturer has been in business.
 - b. Whether the manufacturer operated under any other name, and if so, under what name and when?
 - c. Length of time the substitute entity has been on the market.
 - d. Whether the substitute entity has been marketed under any other name, and if so, under what name and when?
 - e. Who will install and service the substitute entity?

- f. Whether the installer is trained and certified by the manufacturer? If so, describe how this training and certification are achieved and if training records are maintained?
 - g. All required changes in the project design that will be required to incorporate the substitute entity.
 - h. Describe any known problems or failures associated with the substitute entity? If there are any, provide details.
7. The manufacturer's published literature, description, capabilities, operating and performance parameters, options, accessories, etc. of all submitted substitutes shall meet or exceed those published by the manufacturer of the specified entity even if they are not specifically mentioned in the Contract Documents. Additionally, manufacturers whose standards are less than those of the specified entity but are capable of producing an entity that meets the specified entity shall not, for the convenience of their normal production methods, vary from the specified entity standards.
8. Where test data and standards are being submitted as supporting data and for comparison with the specified item, comply with the following requirements. Submittals not complying with these provisions will be considered incomplete, unacceptable, and will be rejected:
 - a. All substitutes shall meet all of the minimum performance criteria of the specified entity.
 - b. Submit certified data provided by an independent testing laboratory.
 - c. Prepare supporting data in side-by-side tabular form showing the submitted criteria next to each specified performance criteria and denoting the differences between the specified item the substitute item.
 - d. Show submitted data using same tests and standards and with the values and results in the same units of measure as those shown for the specified item.
 - e. Where a performance criterion is not listed in the specifications, comply with the specified product manufacturer's published data for performance criteria.
 - f. Where the specified entity requires certifications, registrations, approvals, policies, practices, etc., submit proof that the substitute entity is in compliance.
9. Each and all requests for substitutes shall be signed by the person making the submittal. By signing the submittal, the person requesting the substitute certifies and agrees to the following requirements. Requests without the signature of a responsible person will be rejected.
 - a. That the specifications have been read and are understood,
 - b. That the entity being submitted meets or exceeds all provisions of the specifications,

- c. That all submitted information is true and accurate,
- d. Will remove the substitute entity and replace it with an acceptable product, at his expense, if it is determined that the substitute does not meet the specifications as certified.
- e. Agrees to pay for all necessary design changes and increased construction costs to incorporate the substitute entity.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Protect cold-formed metal framing from corrosion, deformation, and other damage during delivery, storage, and handling.
- B. Store cold-formed metal framing, protect with a waterproof covering, and ventilate to avoid condensation.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering cold-formed metal framing that may be incorporated in the Work include, but are not limited to, the following:
- B. Manufacturers: Subject to compliance with requirements, provide cold-formed metal framing by one of the following:
 - 1. Alabama Metal Industries Corp.
 - 2. American Studco, Inc.
 - 3. Angeles Metal Systems.
 - 4. California Metal Systems, Inc.
 - 5. Clark-Cincinnati, Inc.
 - 6. Consolidated Fabricators Corp.
 - 7. Consolidated Systems, Inc.
 - 8. Dale//Incor Industries of Florida.
 - 9. Dale Industries, Inc.
 - 10. Design Shapes in Steel.
 - 11. Dietrich Industries, Inc.
 - 12. Incor Plant Dale Industries.
 - 13. Knorr Steel Framing Systems.
 - 14. MarinoWare; Div. of Ware Industries, Inc.

15. Studco of Hawaii, Inc.
16. Super Stud Building Products, Inc.
17. Unimast, Inc.
18. United Construction Supply.
19. United States Steel.
20. Western Metal Lath Co.

2.2 MATERIALS

- A. Galvanized-Steel Sheet: ASTM A 446, zinc coated according to ASTM A 924, and as follows:
 1. Coating Designation: G 60 (Z 180).
 2. Grade: As indicated on the Drawings.
- B. Prime-Painted Steel Sheet: ASTM A 570 or ASTM A 611, cleaned, pretreated, and primed with manufacturer's baked-on, lead- and chromate-free, rust-inhibitive primer conforming to the performance requirements of FS TT-P-664.
 1. Grade: As indicated on the Drawings.

2.3 WALL FRAMING

- A. Steel Studs: Manufacturer's standard C-shaped steel studs of web depths indicated, with lipped flanges, and complying with the Structural Drawings. Gauge shall be as required to meet the specified deflection for both interior and exterior load bearing walls. However, provide a minimum 16 gauge unless noted otherwise on the structural Drawings.

2.4 JOIST FRAMING

- A. Steel Joists: Manufacturer's standard C-shaped steel joists, unpunched, of web depths indicated, with lipped flanges, and complying with the Structural Drawings.

2.5 FRAMING ACCESSORIES

- A. Fabricate steel-framing accessories of the same material and finish used for framing members, with a minimum yield strength of 33,000 psi.

- B. Provide accessories of manufacturer's standard thickness and configuration, unless otherwise indicated, as follows:
 - 1. Supplementary framing.
 - 2. Bracing, bridging, and solid blocking.
 - 3. Web stiffeners.
 - 4. Gusset plates.
 - 5. Deflection track and vertical slide clips.
 - 6. Reinforcement plates.

2.6 ANCHORS, CLIPS, AND FASTENERS

- A. Steel Shapes and Clips: ASTM A 36, zinc coated by the hot-dip process according to ASTM A 123.
- B. Expansion Anchors: Fabricated from corrosion-resistant materials, with capability to sustain, without failure, a load equal to 5 times the design load, as determined by testing per ASTM E 488 conducted by a qualified independent testing agency.
- C. Powder-Actuated Anchors: Fastener system of type suitable for application indicated, fabricated from corrosion-resistant materials, with capability to sustain, without failure, a load equal to 10 times the design load, as determined by testing per ASTM E 1190 conducted by a qualified independent testing agency.
- D. Mechanical Fasteners: Corrosion-resistant coated, self-drilling, self-threading steel drill screws.
 - 1. Head Type: Low-profile head beneath sheathing, manufacturer's standard elsewhere.
- E. Welding Electrodes: Comply with AWS standards.

2.7 MISCELLANEOUS MATERIALS

- A. Galvanizing Repair Paint: Galvilite Cold Galvanizing Repair Compound, Esterified Epoxy Based Zinc Rich Metal Primer by ZRC Worldwide or a reviewed substitute. Use to repair all damaged galvanizing. As a minimum, galvanizing repair shall comply with the following:
 - 1. Specifications: Fed. Spec. DOD-P-21035A and Mil Spec. Mil-P-26915A
 - 2. Registration: ISO 9001

3. VOC Compliant
 4. Zinc in Dried Film: 95 percent, ASTM D520 Type III
 5. Percent Solids: 52 percent by volume.
 6. Pencil Hardness: 2H per ASTM D3363
 7. UL: Recognized by UL as being equivalent to hot dipped galvanized
 8. Impact Resistance: Greater than 30 inch-lbs. per ASTM D2794
 9. Abrasion Resistance: 11.5 liters per dry mil when tested at 3 mils DFT per ASTM D98
 10. Dry Time to Touch: 20-30 minutes at 1.5 mils DFT
 11. Recoat Time: 24-48 hours
- B. Nonmetallic, Nonshrink Grout: Premixed, nonmetallic, noncorrosive, nonstaining grout containing selected silica sands, portland cement, shrinkage-compensating agents, plasticizing and water-reducing agents, complying with ASTM C 1107, with fluid consistency and a 30-minute working time.

2.8 FABRICATION

- A. Fabricate cold-formed metal framing and accessories plumb, square, true to line, and with connections securely fastened, according to manufacturer's recommendations and the requirements of this Section. Perform fabrication in the shop.
1. Fabricate framing assemblies in jig templates.
 2. Cut framing members by sawing or shearing; do not torch cut.
 3. Fasten cold-formed metal framing members by welding or screw fastening, as standard with fabricator. Wire tying of framing members is not permitted.
 - a. Comply with AWS requirements and procedures for welding, appearance and quality of welds, and methods used in correcting welding work.
 - b. Locate mechanical fasteners and install according to cold-framed metal framing manufacturer's instructions with screw penetrating joined members by not less than 3 exposed screw threads.
 4. Fasten other materials to cold-formed metal framing by welding, bolting, or screw fastening, according to manufacturer's recommendations.
- B. Fabrication Tolerances: Fabricate assemblies to a maximum allowable tolerance variation from plumb, level, and true to line of 1/8 inch in 10 feet and as follows:

1. Spacing: Space individual framing members no more than plus or minus 1/8 inch from plan location. Cumulative error shall not exceed minimum fastening requirements of sheathing or other finishing materials.
 2. Squareness: Fabricate each cold-formed metal framing assembly to a maximum out-of-square tolerance of 1/8 inch.
- C. All members to be used in an exterior wall or partition or that will be exposed to weather shall be galvanized after fabrication.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine supporting substrates and abutting structural framing for compliance with requirements, including installation tolerances and other conditions affecting performance of cold-formed metal framing. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Grout bearing surfaces uniform and level to ensure full contact of bearing flanges or track webs on supporting concrete or masonry construction.

3.3 INSTALLATION, GENERAL

- A. Cold-formed metal framing may be shop or field fabricated for installation, or it may be field assembled.
- B. Install cold-formed metal framing and accessories plumb, square, true to line, and with connections securely fastened, according to manufacturer's recommendations and the requirements of this Section.
1. Cut framing members by sawing or shearing; do not torch cut.
 2. Fasten cold-formed metal framing members by welding or screw fastening, as standard with fabricator. Wire tying of framing members is not permitted.
 - a. Comply with AWS requirements and procedures for welding, appearance and quality of welds, and methods used in correcting welding work.

4. Galvanizing: For galvanized members, clean surfaces as required, and apply galvanizing repair touch-up.

3.4 LOAD-BEARING WALL INSTALLATION

- A. Install continuous top and bottom tracks sized to match studs. Align tracks accurately and securely anchor at corners and ends, and at spacings recommended by the manufacturer, but not greater than the following:
 1. Spacing: 24 inches for nail or power-driven anchors.
 2. Spacing: 32 inches for cast-in-place or expansion anchors.
- B. Squarely seat studs against webs of top and bottom tracks. Fasten both flanges of studs to top and bottom track. Space studs as follows:
 1. Stud Spacing: 16 inches.
- C. Set studs plumb, except as needed for diagonal bracing or required for nonplumb walls or warped surfaces and similar requirements.
- D. Align studs vertically where wall-framing continuity is interrupted by floor framing. Where studs cannot be aligned, continuously reinforce track to transfer loads.
- E. Anchor studs abutting structural columns or walls, including masonry walls, to supporting structure as indicated.
- F. Install headers over wall openings wider than the stud spacing. Locate headers above openings as indicated. Fabricate headers of compound shapes indicated or required to transfer load to supporting studs, complete with clip-angle connectors, web stiffeners, or gusset plates.
 1. Frame wall openings with not less than a double stud at each jamb of frame as indicated or required by manufacturer.
 2. Install runner tracks and jack studs above and below wall openings. Anchor tracks to jamb studs with clip angles or by welding, and space jack studs same as full-height wall studs.
- G. Install supplementary framing, blocking, and bracing in stud framing indicated to support fixtures, equipment, services, casework, heavy trim, furnishings, and similar work requiring attachment to framing.

1. Where type of supplementary support is not indicated, comply with stud manufacturer's recommendations and industry standards in each case, considering weight or load resulting from item supported.
- H. Install horizontal bridging in stud system, spaced in rows not more than 60 inches apart. Fasten at each stud intersection.
 1. Bridging: Cold-rolled steel channel, clip angle fastened to webs of punched studs.
- I. Install steel-sheet diagonal bracing straps to both stud flanges, terminate at and fasten to reinforced top and bottom track. Fasten clip-angle connectors to multiple studs at ends of bracing and anchor to structure.
- J. Install miscellaneous framing and connections, including supplementary framing, web stiffeners, clip angles, continuous angles, anchors, and fasteners, to provide a complete and stable wall-framing system.

3.5 NONLOAD-BEARING CURTAINWALL INSTALLATION

- A. Install continuous tracks sized to match studs. Align tracks accurately and securely anchor to supporting structure as indicated.
- B. Squarely seat studs against webs of top and bottom tracks. Fasten both flanges of studs to top and bottom track, unless otherwise indicated. Space studs as follows:
 1. Stud Spacing: 16 inches.
- C. Set studs plumb, except as needed for diagonal bracing or required for nonplumb walls or warped surfaces and similar requirements.
- D. Isolate steel framing from building structure as indicated to prevent transfer of vertical loads while providing lateral support. If not indicated, coordinate with the Structural Engineer.
 1. Install deflection track and anchor to building structure.
 2. Connect studs with vertical slide clips to continuous angles or supplementary framing anchored to building structure.
- E. Install horizontal bridging in curtainwall studs, spaced in rows not more than 60 inches apart. Fasten at each stud intersection.
 1. Bridging: Cold-rolled steel channel, clip angle fastened to webs of punched studs.

- F. Install miscellaneous framing and connections, including stud kickers, web stiffeners, clip angles, continuous angles, anchors, fasteners, and stud girts, to provide a complete and stable curtainwall-framing system.

3.6 FIELD QUALITY CONTROL

- A. Testing Agency: Responsibility for an independent testing agency is defined in Section 014000 – Quality Control to perform field quality control testing. All reports shall be sent to the Architect and Engineer.
- B. Field and shop welds will be subject to inspection and testing.
- C. Testing agency will report test results promptly and in writing to Contractor and Architect.
- D. Remove and replace Work that does not comply with specified requirements.
- E. Additional testing will be performed to determine compliance of corrected Work with specified requirements.

3.7 REPAIRS AND PROTECTION

- A. Immediately after erection, clean field welds made after erection, bolted connections, and abraded areas of shop paint, and primer damaged during handling and erection.
- B. Surface Preparation: Remove loose rust, loose mill scale, and spatter, slag, or flux deposits from all surfaces, including welds and end cuts. Prepare surfaces according to SSPC specifications as follows:
 - 1. Prior To Performing Other Surface Preparation: Perform SSPC-SP 2 "Solvent Cleaning."
 - 2. Perform SSPC-SP 3 "Power Tool Cleaning." After solvent cleaning.
- C. Priming:
 - 1. Immediately after surface preparation, apply primer according to manufacturer's instructions and at rate recommended by SSPC to provide a dry film thickness of not less than 2.0 mils. Use priming methods that result in full coverage of joints, corners, edges, and exposed surfaces.
 - 2. Touchup painted surfaces with same type of shop paint used on adjacent surfaces.

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- D. Galvanizing: For galvanized members, clean surfaces as required, and apply galvanizing repair touch-up.
- E. Protect gypsum sheathing that will be exposed to weather for more than one month as follows:
 - 1. Protect cutouts, corners, and joints in the sheathing by filling with a flexible sealant or by applying tape recommended by sheathing manufacturer at the time sheathing is applied.
- F. Provide final protection and maintain conditions in a manner acceptable to manufacturer and Installer to ensure that cold-formed metal framing is without damage or deterioration at the time of Substantial Completion.

END OF SECTION 05 40 00

SECTION 05 50 00 - METAL FABRICATIONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes the following metal fabrications:
 - 1. Loose steel lintels.
 - 2. Miscellaneous framing and supports for applications where framing and supports are not specified in other sections.
 - 3. Miscellaneous steel trim and edgings.
 - 4. Field surface preparation and field touch-up.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
 - 1. Division 4 Section 04200 "Unit Masonry" for control and expansion joints at shelf angles
 - 2. Division 9 Section "Painting" for touch up of metal fabrications.

1.3 SUBMITTALS

- A. General: Submit each item in this Article according to the Conditions of the Contract and Division 1 Specification Sections.
- B. Shop drawings detailing fabrication and erection of each metal fabrication indicated. Include plans, elevations, sections, and details of metal fabrications and their connections. Show anchorage and accessory items. Provide templates for anchors and bolts specified for installation under other Sections.
 - 1. Show method and details of bracing, including type and size of members and connections to be used, for all roof penetrations that are 12 inches or greater in diameter.

- C. Samples representative of materials and finished products as may be requested by Architect.
- D. Welder certificates signed by Contractor certifying that welders comply with requirements specified under the "Quality Assurance" Article.
- E. Qualification data for firms and persons specified in the "Quality Assurance" Article to demonstrate their capabilities and experience. Include a list of completed projects with project name, addresses, names of architects and owners, and other information specified.

1.4 QUALITY ASSURANCE

- A. Fabricator Qualifications: Firm experienced in producing metal fabrications similar to those indicated for this Project with a record of successful in-service performance, and with sufficient production capacity to produce required units without delaying the Work.
- B. Welding Standards: Comply with applicable provisions of AWS D1.1 "Structural Welding Code--Steel," AWS D1.2 "Structural Welding Code--Aluminum," and AWS D1.3 "Structural Welding Code--Sheet Steel."
 - 1. Certify that each welder has satisfactorily passed AWS qualification tests for welding processes involved and, if pertinent, has undergone recertification.
- C. Substitute Requests For A Specified Entity
 - 1. Provisions, requirements, and stipulations stated under this paragraph of this specification apply not only to this specification, but they also apply to all other specifications that are included in the project manual, on the drawings or are otherwise a part of the Contract Documents even if not so stated in these documents. Information requested under this paragraph heading is the minimum required information for consideration and evaluation and additional information may be requested. This information is required in addition to information required by any substitute request forms that may be included in the Project Manual or Contract Documents, or otherwise provided.
 - 2. Where the Contract Documents list at least three entities (products, materials, components, systems, manufacturers, installers, methods, etc.), the Architect reserves the option to reject any and all requests for a substitute. Where the Contract Documents list only one entity without "Or equal" or similar language, substitutes will not be considered. Where the Contract Documents list less than 3 entities, substitutes may be reviewed and evaluated on an individual base.

3. Include the following information on the cover page of the request:
 - a. Name of Project and project number as shown in the header of the specification
 - b. Date request is being made.
 - c. Name of person, company, and contact information of person requesting substitute.
 - d. Specification title and number and drawing number where the specified product is listed or shown.
 - e. Exact name of the specified entity and substitute entity. .
4. When requesting a substitute, include all requested and required supporting data, specifications, and performance criteria. The Architect must receive this substitute request no later than the time stated elsewhere for submitting product substitutions. If no time is stated, then 10 days prior to date of bid opening. When a Request For Substitute Form is included in the Project Manual, properly complete the form and include it with the submittal.
5. Verbal requests for a substitute or requests that do not comply with these provisions are not acceptable, will be rejected, and will not extend the submittal deadline. Submittals that are incomplete have vague or unspecific answers (“Better”. “Cheaper”. “More competitive”, etc.); that lack supporting data to substantiate equal or superior quality/design; that do not include the requested proof, verification, reports, and substantiating documentation; or are received after submittal deadline will be rejected. Provide convincing answers as to why the substitute should be approved. Rejection or disapproval will not extend the submittal deadline.
 - a. If the substitute entity differs from specified entity, compare the substitute entity with the specified entity in a tabular format that clearly shows all the differences.
6. Include the following information on all requests for substitutes:
 - a. Length of time the manufacturer has been in business.
 - b. Whether the manufacturer operated under any other name, and if so, under what name and when?
 - c. Length of time the substitute entity has been on the market.
 - d. Whether the substitute entity has been marketed under any other name, and if so, under what name and when?
 - e. Who will install and service the substitute entity?
 - f. Whether the installer is trained and certified by the manufacturer? If so, describe how this training and certification are achieved and if training records are maintained?
 - g. All required changes in the project design that will be required to incorporate the substitute entity.

- e. Agrees to pay for all necessary design changes and increased construction costs to incorporate the substitute entity.

1.5 PROJECT CONDITIONS

- A. Field Measurements: Check actual locations of walls and other construction to which metal fabrications must fit by accurate field measurements before fabrication. Show recorded measurements on final shop drawings. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver metal fabrications to Project site in such quantities and at such times to ensure continuity of installation.
 - 1. At delivery and prior to unloading, examine all steel for signs of thin or no shop primer. If shop-primed steel has numerous signs of improper packing, handling, or preparation, as evidenced by numerous breaks, chips, scratches, and heavily rusted areas in the shop primer, do not accept the steel. Where existing primer appears to be thin as evidenced by shadows or variegated appearance, or rust bloom, check thickness of primer with a magnetic thickness tester such as a Positester.
 - 2. If unloaded, staged, or erected shop-primed steel is found to have low shop-primer as described above, the Contractor shall be responsible for bringing the required surface preparation and priming to bring the shop primer thickness to the specified dry film thickness, even if the steel is erected.
- B. Store materials to permit easy access for inspection and identification. Keep steel members off ground by using pallets, platforms, or other supports. Handle and protect steel members and packaged materials from damage, corrosion, and deterioration. Do not erect rust steel.
 - 1. Store fasteners in a protected place. Clean and relubricate bolts and nuts that become dry or rusty before use.
 - 2. Stack in such a manner that surface water will properly drain. If materials are to be stored for an extended period of time, cover in such a way that rain will not fall on the material, but air will flow freely through the stack.
 - 3. Do not store materials on structure in a manner that might cause distortion or damage to members or supporting structures. Repair or replace damaged materials or structures as directed.

4. Store steel so as to be protected from mud and dirt. Remove all traces of mud and dirt prior to erecting. Mud and dirt shall be removed carefully to prevent damage to the primer.

1.7 SEQUENCING

- A. Supply anchorage items to be embedded in or attached to other construction without delaying the Work. Provide setting diagrams, templates, instructions, and directions, as required, for installation.

PART 2 - PRODUCTS

2.1 FERROUS METALS

- A. Metal Surfaces, General: For metal fabrications exposed to view in the completed Work, provide materials selected for their surface flatness, smoothness, and freedom from surface blemishes. Do not use materials with exposed pitting, seam marks, roller marks, rolled trade names, or roughness.
- B. Steel Plates, Shapes, and Bars: ASTM A 36.
- C. Cast-in-Place Anchors in Concrete: Anchors of type indicated below, fabricated from corrosion-resistant materials capable of sustaining, without failure, the load imposed within a safety factor of 4, as determined by testing per ASTM E 488, conducted by a qualified independent testing agency.
 1. Threaded or wedge type; galvanized ferrous castings, either ASTM A 47 malleable iron or ASTM A 27 cast steel. Provide bolts, washers, and shims as required, hot-dip galvanized per ASTM A 153.
- D. Welding Rods and Bare Electrodes: Select according to AWS specifications for the metal alloy to be welded.

2.2 PAINT

- A. Shop Primer for Ferrous Metal: Compatible with finish paint systems indicated, and capability of providing a sound foundation for field-applied topcoats despite prolonged exposure. Compatible with finish paint specified in Section 09900 - Painting. Capable

of being applied to a minimum dry film thickness of 3 mils DFT and cover surface profile created by surface preparation. Shop primer to be by the same manufacturer as the finish coat. Cross coating is not permitted.

1. Interior Steel: Sherwin Williams Kem Kromick Universal Primer B50WZ1 White or a reviewed substitute. Shop painted steel that arrives on site with a red or gray primer will be re-primed in the field with the specified primer at the Contractor's expense.
 2. Exterior: Hot dipped galvanized: For components too large to galvanize, perform the following:
 - a. Exterior Steel, Normal Atmosphere: Sherwin Williams Kem Kromick Universal Primer B50WZ1 White or a reviewed substitute.
- B. Galvanizing Repair Paint: C. Galvanizing Repair Paint: Galvilite Cold Galvanizing Repair Compound, Esterified Epoxy Based Zinc Rich Metal Primer by ZRC Worldwide or a reviewed substitute. Use to repair all damaged galvanizing. As a minimum, galvanizing repair shall comply with the following:
1. Specifications: Fed. Spec. DOD-P-21035A and Mil Spec. Mil-P-26915A
 2. Registration: ISO 9001
 3. VOC Compliant
 4. Zinc in Dried Film: 95 percent, ASTM D520 Type III
 5. Percent Solids: 52 percent by volume.
 6. Pencil Hardness: 2H per ASTM D3363
 7. UL: Recognized by UL as being equivalent to hot dipped galvanized
 8. Impact Resistance: Greater than 30 inch-lbs. per ASTM D2794
 9. Abrasion Resistance: 11.5 liters per dry mil when tested at 3 mils DFT per ASTM D98
 10. Dry Time to Touch: 20-30 minutes at 1.5 mils DFT
 11. Recoat Time: 24-48 hours

2.3 FASTENERS

- A. General: Provide plated fasteners complying with ASTM B 633, Class Fe/Zn 25 for electrodeposited zinc coating. Select fasteners for the type, grade, and class required.
 1. All fasteners in an exterior application or that are in contact with wood or cementitious materials shall be galvanized in accordance with ASTM A153.
- B. Bolts and Nuts: Regular hexagon-head bolts, ASTM A 307, Grade A, with hex nuts, ASTM A 563, and, where indicated, flat washers.
- C. Machine Screws: ANSI B18.6.3.
- D. Lag Bolts: ANSI B18.2.1.

- E. Wood Screws: Flat head, carbon steel, ANSI B18.6.1.
- F. Plain Washers: Round, carbon steel, ANSI B18.22.1.
- G. Lock Washers: Helical, spring type, carbon steel, ANSI B18.21.1.
- H. Expansion Anchors: Anchor bolt and sleeve assembly of material indicated below with capability to sustain, without failure, a load equal to 6 times the load imposed when installed in unit masonry and equal to 4 times the load imposed when installed in concrete as determined by testing per ASTM E 488 conducted by a qualified independent testing agency.
 - 1. Material: Carbon steel components zinc-plated to comply with ASTM B 633, Class Fe/Zn 5.
 - 2. Material: Group 1 alloy 304 or 316 stainless-steel bolts and nuts complying with ASTM F 593 and ASTM F 594.
- I. Toggle Bolts: FS FF-B-588, tumble-wing type, class and style as required.

2.4 GROUT

- A. Nonshrink, Nonmetallic Grout: Factory-packaged, nonstaining, noncorrosive, nongaseous grout complying with ASTM C 1107. Provide grout specifically recommended by manufacturer for interior and exterior applications.
- B. Products: Subject to compliance with requirements, provide one of the following:
 - 1. Nonshrink, Nonmetallic Grouts:
 - a. B-6 Construction Grout; W. R. Bonsal Co.
 - b. Diamond-Crete Grout; Concrete Service Materials Co.
 - c. Supreme; Cormix Construction Chemicals.
 - d. Sure-grip High Performance Grout; Dayton Superior Corp.
 - e. Euco N-S Grout; Euclid Chemical Co.
 - f. Five Star Grout; Five Star Products.
 - g. Vibropruf #11; Lambert Corp.
 - h. Crystex; L & M Construction Chemicals, Inc.
 - i. Masterflow 928 and 713; Master Builders Technologies, Inc.
 - j. Sealtight 588 Grout; W. R. Meadows, Inc.
 - k. SonogROUT 14; Sonneborn Building Products--ChemRex, Inc.

1. Kemset; The Spray-Cure Company.

2.5 FABRICATION, GENERAL

- A. Form metal fabrications from materials of size, thickness, and shapes indicated but not less than that needed to comply with performance requirements indicated. Work to dimensions indicated or accepted on shop drawings, using proven details of fabrication and support. Use type of materials indicated or specified for various components of each metal fabrication.
- B. Except for steel too large to galvanize, galvanize all metal in contact with concrete, masonry, earth, and used for exterior applications. Shop prime all metal that is not galvanized.
- C. Form exposed work true to line and level with accurate angles and surfaces and straight sharp edges.
- D. Allow for thermal movement resulting from the following maximum change (range) in ambient temperature in the design, fabrication, and installation of installed metal assemblies to prevent buckling, opening up of joints, and overstressing of welds and fasteners. Base design calculations on actual surface temperatures of metals due to both solar heat gain and nighttime sky heat loss.
 1. Temperature Change (Range): 100 deg F.
- E. Shear and punch metals cleanly and accurately. Remove burrs.
- F. Ease exposed edges to a radius of approximately 1/32 inch, unless otherwise indicated. Form bent-metal corners to smallest radius possible without causing grain separation or otherwise impairing work.
- G. Remove sharp or rough areas on exposed traffic surfaces.
- H. Weld corners and seams continuously to comply with the following:
 1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
 2. Obtain fusion without undercut or overlap.
 3. Remove welding flux immediately.

4. At exposed connections, finish exposed welds and surfaces smooth and blended so that no roughness shows after finishing, and contour of welded surface matches those adjacent.
 - I. Form exposed connections with hairline joints, flush and smooth, using concealed fasteners wherever possible. Use exposed fasteners of type indicated or, if not indicated, Phillips flat-head (countersunk) screws or bolts. Locate joints where least conspicuous.
 - J. Provide for anchorage of type indicated; coordinate with supporting structure. Fabricate and space anchoring devices to secure metal fabrications rigidly in place and to support indicated loads.
 - K. Shop Assembly: Preassemble items in shop to greatest extent possible to minimize field splicing and assembly. Disassemble units only as necessary for shipping and handling limitations. Use connections that maintain structural value of joined pieces. Clearly mark units for reassembly and coordinated installation.
 - L. Cut, reinforce, drill, and tap metal fabrications as indicated to receive finish hardware, screws, and similar items.
 - M. Fabricate joints that will be exposed to weather in a manner to exclude water, or provide weep holes where water may accumulate.

2.6 LOOSE STEEL LINTELS

- A. Fabricate loose structural steel lintels from steel angles and shapes of size indicated for openings and recesses in masonry walls and partitions at locations indicated.
- B. Weld adjoining members together to form a single unit where indicated.
- C. Size loose lintels for equal bearing of 1 inch per foot of clear span but not less than 8 inches bearing at each side of openings, unless otherwise indicated.

2.7 MISCELLANEOUS FRAMING AND SUPPORTS

- A. General: Provide steel framing and supports for applications indicated that are not a part of structural steel framework as required to complete the Work.
- B. Fabricate units to sizes, shapes, and profiles indicated and required to receive other adjacent construction retained by framing and supports. Fabricate from structural steel

shapes, plates, and steel bars of welded construction using mitered joints for field connection. Cut, drill, and tap units to receive hardware, hangers, and similar items.

1. Equip units with integrally welded anchors for casting into concrete or building into masonry. Furnish inserts if units must be installed after concrete is placed.
 - a. Except as otherwise indicated, space anchors 24 inches o.c. and provide minimum anchor units in the form of steel straps 1-1/4 inches wide by 1/4 inch thick by 8 inches long.

2.8 MISCELLANEOUS STEEL TRIM

- A. Unless otherwise indicated, fabricate units from structural steel shapes, plates, and bars of profiles shown with continuously welded joints, and smooth exposed edges. Miter corners and use concealed field splices wherever possible.
- B. Provide cutouts, fittings, and anchorages as required to coordinate assembly and installation with other work. Provide anchors, welded to trim, for embedding in concrete or masonry construction, spaced not more than 6 inches from each end, 6 inches from corners, and 24 inches o.c., unless otherwise indicated.

2.9 FINISHES, GENERAL

- A. Comply with NAAMM "Metal Finishes Manual" for recommendations relative to applying and designing finishes.
- B. Finish metal fabrications after assembly.
- C. Hot-dip galvanize all ferrous metal in exterior locations, in exterior walls, and in contact with cementitious or masonry construction, or with treated wood.

2.10 SHOP PRIMING

- A. Shop prime steel surfaces, except the following:
 1. Surfaces embedded in concrete or mortar. Extend priming of partially embedded members to a depth of 2 inches.
 2. Surfaces to be field welded.
 3. Surfaces to be high-strength bolted with slip-critical connections.
 4. Surfaces to receive sprayed-on fireproofing.
 5. Galvanized surfaces.
 6. Faying surfaces.

- B. Preparation for Shop Priming: Clean surfaces to be painted. Remove loose rust, loose mill scale, and spatter, slag, or flux deposits. Prepare uncoated ferrous metal surfaces to comply with requirements indicated below for SSPC surface preparation specifications and environmental exposure conditions of installed metal fabrications:.
1. Exteriors (SSPC Zone 1B): SSPC-SP 2 "Solvent Cleaning." followed by SSPC-SP 6 "Commercial Blast Cleaning" for metals to be galvanized, and metals scheduled for exterior use ."
 2. Interiors (SSPC Zone 1A): SSPC-SP 2 "Solvent Cleaning." followed by SSPC-SP 3 "Power Tool Cleaning."
- C. Shop Priming
1. Apply shop primer to uncoated surfaces of metal fabrications, except those with galvanized finishes or to be embedded in concrete, sprayed-on fireproofing, or masonry, unless otherwise indicated. Comply with requirements of SSPC-PA 1 "Paint Application Specification No. 1" for shop painting. Apply shop primer to cover profile of surface preparation.
 2. Immediately after surface preparation, apply primer according to manufacturer's instructions and at rate recommended by SSPC to provide a dry film thickness of not less than 3.0 mils. Use priming methods that result in full coverage of joints, corners, edges, and exposed surfaces.
 3. Do not allow prepared and cleaned surfaces to remain unprimed over night or for longer than 8 hours before priming. Surfaces not primed within these parameters shall be re-cleaned prior to priming.
 4. Stripe paint corners, crevices, bolts, rivets, welds, and edges. Spray all Bolts and rivets from at least 4 different angles. Cover all sides of rivets and bolts equally.
 5. Apply 2 coats of shop paint to inaccessible surfaces after assembly or erection. Change color of second coat to distinguish it from first.
- D. Galvanizing: For those items indicated for galvanizing, apply zinc coating by the hot-dip process complying with the following requirements. If not indicated, then galvanize all ferrous metals exposed to moisture or weather, and that are in contact with wood, masonry, or cementitious materials:
1. ASTM A 153 for galvanizing iron and steel hardware.

2. ASTM A 123 for galvanizing both fabricated and unfabricated iron and steel products made of uncoated rolled, pressed, and forged shapes, plates, bars, and strip 0.0299 inch thick or thicker.
 3. Galvanize steel and fasteners in the following conditions:
 - a. Where indicated
 - b. All steel in contact with earth, cementitious materials, wood, and insulation. Surfaces to receive sprayed fireproofing are not to be galvanized unless recommended by the fire proofing manufacturer. Galvanize entire member even if only a portion of the member is in contact.
 - c. All steel that will be exposed to weather or to frequent moist conditions.
 4. Prepare all surfaces to be galvanized according to SSPC SP6 – Commercial Blast.
- E. Steel that arrives on site with rusted or damaged surfaces may be inferred as improper handling, surface preparation, or shop priming and will be corrected at the fabricator's expense or may be rejected if rusting is excessive. The General Contractor shall be responsible for all steel that is accepted with rusting or damaged surfaces.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Coordinate and furnish anchorages, setting drawings, diagrams, templates, instructions, and directions for installing anchorages, including concrete inserts, sleeves, anchor bolts, and miscellaneous items having integral anchors that are to be embedded in concrete or masonry construction. Coordinate delivery of such items to Project site.
- B. Set sleeves in concrete with tops flush with finish surface elevations. Protect sleeves from water and concrete entry.

3.2 INSTALLATION, GENERAL

- A. Fastening to In-Place Construction: Provide anchorage devices and fasteners where necessary for securing miscellaneous metal fabrications to in-place construction. Include threaded fasteners for concrete and masonry inserts, toggle bolts, through-bolts, lag bolts, wood screws, and other connectors as required.
- B. Cutting, Fitting, and Placement: Perform cutting, drilling, and fitting required for installing miscellaneous metal fabrications. Set metal fabrication accurately in location,

alignment, and elevation; with edges and surfaces level, plumb, true, and free of rack; and measured from established lines and levels.

- C. Provide temporary bracing or anchors in formwork for items that are to be built into concrete masonry or similar construction.
- D. Fit exposed connections accurately together to form hairline joints. Weld connections that are not to be left as exposed joints but cannot be shop-welded because of shipping size limitations. Do not weld, cut, or abrade the surfaces of exterior units that have been hot-dip galvanized after fabrication and are intended for bolted or screwed field connections.
- E. Field Welding: Comply with the following requirements:
 - 1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
 - 2. Obtain fusion without undercut or overlap.
 - 3. Remove welding flux immediately.
 - 4. At exposed connections, finish exposed welds and surfaces smooth and blended so that no roughness shows after finishing, and contour of welded surface matches those adjacent.
- F. Back Priming: For all unprimed steel and steel with damaged primer or galvanizing, back prime, including all edges and concealed surfaces, of all ferrous and galvanized metal prior to installation. Apply primer to the same specifications as for the exposed surfaces. Treat all cut edges, end cuts, welds, and otherwise disturbed surfaces in the same way. Ferrous items shall be completely encapsulated with primer. Installed items not back-primed shall be removed, properly primed, and reinstalled at the Contractor's expense. Damaged materials shall be replaced. This provision applies to all ferrous and galvanized steel that is installed in exterior locations, in unconditioned spaces, and that are in contact with wood or cementitious materials. However, do not prime faying surfaces, surfaces that are to receive sprayed fire proofing, or other scheduled or noted surfaces not to be primed. Comply with surface preparation and priming specified in Section 09900 – Painting.

3.3 ADJUSTING AND CLEANING

- A. Touchup Painting: Immediately after erection, clean field welds, bolted connections, and abraded areas of shop paint, and primer damaged during handling and erection.

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Apply paint to exposed areas using same material as used for shop painting. Perform all surface preparation and priming as described for shop performed surface preparation and priming in Part 2 of this specification.

1. Apply by brush or spray to provide a minimum dry film thickness of 2.0 mils.

- B. Galvanized Surfaces: Clean field welds, bolted connections, and abraded areas and apply galvanizing repair paint according to ASTM A 780. Perform all surface preparation as described for shop performed surface preparation in Part 2 of this specification.

END OF SECTION 05 50 00

SECTION 05 52 13 – STEEL PIPE HANDRAILS AND RAILINGS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Steel pipe and tube handrails and railing systems.
- B. Related Sections: Requirements relating to this Section are contained in the following Sections:
 - 1. Division 05 Section “Metal Pan Stairs” for steel pipe handrails and railing systems included with metal stairs.

1.3 DEFINITIONS

- A. Definitions in ASTM E 985 for railing-related terms apply to this Section.

1.4 PERFORMANCE REQUIREMENTS

- A. General: In engineering handrail and railing systems to comply with horizontal rail spacing and to withstand structural loads, required by IBC 2003 to determine allowable design working stresses of materials based on the following:
 - 1. Cold-Formed Structural Steel: AISI “Specification for the Design of Cold-Formed Steel Structural Members.”
- B. Structural Performance of Handrails and Railing Systems: Engineer, fabricate, and install handrails and railing systems to withstand the following structural loads without exceeding the allowable design working stress of the materials for handrails, railing

systems, anchors, and connections. Apply each load to produce the maximum stress in each of the respective components comprising handrails and railing systems.

1. Top Rail of Guardrail Systems: Capable of withstanding the following loads applied as indicated:
 - a. Concentrated load of 200 lbf applied at any point and in any direction.
 - b. Uniform load of 50 lbf per linear foot applied in any direction (per IBC 1607.7) and concurrently with uniform load of 100 lbf per linear foot applied vertically downward.
 - c. Concentrated and uniform loads above need not be assumed to act concurrently.
 2. Handrails Not Serving as Top Rails: Capable of withstanding the following loads applied as indicated:
 - a. Concentrated load of 200 lbf applied at any point and in any direction.
 - b. Uniform load of 50 lbf per linear foot applied in any direction.
 - c. Concentrated and uniform loads above need not be assumed to act concurrently.
 3. Infill Area of Guardrail Systems: Capable of withstanding a horizontal concentrated load of 200 lbf applied to 1 sq. ft. at any point in the system including panels, intermediate rails, balusters, or other elements composing the infill area.
 - a. Above load need not be assumed to act concurrently with loads on top rails of railing systems in determining stress on guard.
- C. Thermal Movements: Allow for thermal movement resulting from the following maximum change (range) in ambient temperature in engineering, fabricating, and installing handrails and railing systems to prevent buckling, opening of joints, overstressing of components and connections, and other detrimental effects. Base engineering calculation on actual surface temperatures of materials due to both solar heat gain and nighttime sky heat loss.
1. Temperature Change (Range): 120 deg F ambient 180 deg F material surfaces.
- D. Control of Corrosion: Prevent galvanic action and other forms of corrosion by insulating metals and other materials from direct contact with incompatible materials.

1.5 SUBMITTALS

- A. General: Submit each item in this Article according to the Conditions of the Contract and Division 1 Specification Sections.
- B. Product data for mechanically connected handrails and railing systems, each kind of fitting, grout, anchoring cement, and paint products.
- C. Shop drawing showing fabrication and installation of handrails and railing systems including plans, elevations, sections, details of components, and attachments to other units of Work.
 - 1. For installed handrails and railing systems indicated to comply with certain design loadings, include structural analysis data sealed and signed by the qualified professional engineer who was responsible for the preparation.
- D. Qualification Data for firms and persons specified in the “Quality Assurance” Article to demonstrate their capabilities and experience. Include a list of completed projects with project names, addresses, names of architects and owners, and other information specified.
- E. Product test reports from a qualified independent testing agency evidencing compliance of handrails and railing systems with requirements based on comprehensive testing of current products.

1.6 QUALITY ASSURANCE

- A. Single-Source Responsibility: Obtain handrails and railing systems of each type and material from a single manufacturer.
- B. Engineer Qualifications: Professional engineer legally authorized to practice in the jurisdiction where Project is located and experienced in providing engineering services of the kind indicated for handrails and railing systems similar to this Project in material, design, and extent, and that have a record of successful in-service performance.

1.7 STORAGE

- A. Store handrails and railing systems inside a well-ventilated area, away from uncured concrete and masonry and protected from weather, moisture, soiling, abrasion, extreme temperatures, and humidity.

1.8 PROJECT CONDITIONS

- A. Field Measurements: Where handrails and railing systems are indicated to fit to other construction by accurate field measurements before fabrication; show recorded measurement on final shop drawings. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
 - 1. Where field measurements cannot be made without delaying the Work, guarantee dimensions and proceed with fabricating handrails and railing systems without field measurements. Coordinate other construction to ensure that actual dimensions correspond to guaranteed dimensions.

1.9 SEQUENCING AND SCHEDULING

- A. Sequence and coordinate installation of wall handrails as follows:
 - 1. Mount handrails only on completed walls. Do not support handrails temporarily by any means not satisfying structural performance requirements.

PART 2 - PRODUCTS

2.1 METALS

- A. General: Provide metals free from surface blemishes. Exposed-to-view surfaces exhibiting pitting, seam marks, roller marks, stains, discolorations, or other imperfections on finished units are not acceptable.
- B. Steel and Iron: Provide steel and iron in the form indicated, complying with the following requirements:
 - 1. Steel pipe: ASTM A 53; finish, type, and weight class as follows:
 - a. Black finish for interior applications.
 - b. Galvanized finish for exterior installation.
 - c. Type F, or Type S, Grade A, standard weight (schedule 40), unless otherwise indicated, or another weight, type, and grade required by structural loads.
- C. Brackets, Flanges, and Anchors: Cast or formed metal of the same material and finish as supported rails, unless otherwise indicated.
- D. Safety Chain: Provide Grade 30 hot dipped galvanized chain with working load of 1,300 pounds. Provide, with eye, snap hook. Inside dimension of chain links to be 0.450 inch wide x 1.240 inch long and constructed of $\frac{1}{4}$ (0.279) inch diameter links. Field finish to match guardrail. Neatly weld eye to vertical post.

2.2 WELDING MATERIALS, FASTENERS, AND ANCHORS

- A. Welding Electrodes and Filler Metal: Provide type and alloy of filler metal and electrodes as recommend by producer of metal to be welded and as required for color match, strength, and compatibility in fabricated items.
- B. Fasteners for Anchoring Railings to Other Construction: Select fasteners of the type, grade, and class required to produce connections that are suitable for anchoring railings to other types of construction indicated and capable of withstanding design loadings.
 - 1. For steel railings and fittings, use plated fasteners complying with ASTM B 633, Class Fe/Zn 25 for electrodeposited zinc coating.
- C. Fasteners for Interconnecting Railing Components: Use fasteners of same basic metal as the fastened metal, unless otherwise indicated. Do not use metals that are corrosive or incompatible with materials joined.

2.3 PAINT

- A. Shop Primer for Ferrous Metal: Compatible with finish paint systems indicated, and capability of providing a sound foundation for field-applied topcoats despite prolonged exposure. Compatible with finish paint specified in Section 09900 – Painting. Capable of being applied to a minimum dry film thickness of 3 mils DFT and cover surface profile created by surface preparation. Shop primer to be by the same manufacturer as the finish coat. Cross coating is not permitted.
 - 1. Interior Steel: Sherwin Williams Kem Kromick Universal Primer B50WZ1 White or reviewed substitute.
 - 2. Exterior: Hot dipped galvanized.
- B. Galvanizing Repair Paint: Galvanizing Repair Paint: Galvilite Cold Galvanizing Repair Compound, Esterified Epoxy Based Zinc Rich Metal Primer by ZRC Worldwide or a reviewed substitute. Use to repair all damaged galvanizing. As a minimum, galvanizing repair shall comply with the following:
 - 1. Specifications: Fed. Spec. DOD-P-21035A and Mil Spec. Mil-P-26915A
 - 2. Registration: ISO 9001
 - 3. VOC Compliant
 - 4. Zinc in Dried Film: 95 percent, ASTM D520 Type III
 - 5. Percent Solids: 52 percent by volume.
 - 6. Pencil Hardness: 2H per ASTM D3363
 - 7. UL: Recognized by UL as being equivalent to hot dipped galvanized
 - 8. Impact Resistance: Greater than 30 inch-lbs. per ASTM D2794

9. Abrasion Resistance: 11.5 liters per dry mil when tested at 3 mils DFT per ASTM D98
10. Dry Time to Touch: 20-30 minutes at 1.5 mils DFT
11. Recoat Time: 24-48 hours

2.4 GROUT AND ANCHORING CEMENT

- A. Nonshrink, Nonmetallic Grout: Factory-packaged, nonstaining, noncorrosive, nongaseous grout complying with ASTM C 1107. Provide grout specifically recommended by manufacturer for interior and exterior applications.
- B. Interior Anchoring Cement: Factory-packaged, nonshrink, nonstaining, hydraulic controlled expansion cement formulation for mixing with water at Project site to create pourable anchoring, patching, and grouting compound. Use for interior applications only.
- C. Erosion-Resistant Anchoring Cement: Factory-packaged, nonshrink, nonstaining, hydraulic controlled expansion cement formulation for mixing with water at Project site to create pourable anchoring, patching, and grouting compound. Provide formulation that is resistant to erosion from water exposure without need for protection by a sealer or waterproof coating and is recommended for exterior use by manufacturer.
- D. Products: Subject to compliance with requirements, provide one of the following:
 1. Nonshrink, Nonmetallic Grouts:
 - a. B-6 Construction Grout; W. R. Bonsal Co.
 - b. Diamond-Crete Grout; Concrete Service Materials Co.
 - c. Supreme; Cormix Construction Chemicals.
 - d. Sure-grip High Performance Grout; Dayton Superior Corp.
 - e. Euco N-S Grout; Euclid Chemical Co.
 - f. Five Star Grout; Five Star Products.
 - g. Vibropruf #11; Lambert Corp.
 - h. Crystex; L & M Construction Chemicals, Inc.
 - i. Masterflow 928 and 713; Master Builders Technologies, Inc.
 - j. Sealtight 588 Grout; W. R. Meadows, Inc.
 - k. SonogROUT 14; Sonneborn Building Products--ChemRex, Inc.
 - l. Kemset; The Spray-Cure Company.
 2. Interior Anchoring Cement:
 - a. Ankertite Cement; Dayton Superior Corp.
 - b. Por-Rok; Minwax Construction Products Division.

3. Erosion-Resistant Anchoring Cement:
 - a. Bonsal Anchor Cement; W.R. Bonsal Co.
 - b. Super Por-Rok; Minwax Construction Products Division.
 - c. Throgrip; Thoro Systems Products.

2.5 FABRICATION

- A. General: Fabricate handrails and railing systems to comply with requirements indicated for design, dimensions, details, finish, and member sizes, including wall thickness of hollow members, post spacings, and anchorage, but not less than those required to support structural loads.
- B. Assemble handrails and railing systems in the shop to the greatest extent possible to minimize field splicing and assembly. Disassemble units only as necessary for shipping and handling limitations. Clearly mark units for reassembly and coordinated installation. Use connections that maintain structural value of joined pieces. Clearly mark units for reassembly and coordinated installation.
- C. Form changes in direction of members as follows:
 1. By radius bends of radius indicated. If not indicated, then by flush radius bends.
- D. Form simple and compound curves by bending pipe in jigs to produce uniform curvature for each repetitive configuration required; maintain cylindrical cross section of pipe throughout entire bend without buckling, twisting, cracking, or otherwise deforming exposed surfaces of pipe.
- E. Welded Connections: Fabricate handrails and railing systems for connection of member by welding. For connections made during fabrication, weld corners and seams continuously to comply with the following:
 1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
 2. Obtain fusion without undercut or overlap.
 3. Remove welding flux immediately.
 4. At tee and cross intersections, cope ends of intersecting member to fit contour of pipe or tube to which end is joined, and weld all around.
 5. At exposed connections, finish expose welds and surfaces smooth and blended so that no roughness shows after finishing and welded surface matches contours of adjoining surfaces.

- F. Brackets, Flanges, Fittings, and Anchors: Provide manufacturer's standard wall brackets, flanges, miscellaneous fittings, and anchors to interconnect handrail and railing system member to other construction.
- G. Provide inserts and other anchorage devices to connect handrails and railing systems to concrete. Fabricate anchorage devices capable of withstanding loads imposed by handrails and railing systems. Coordinate anchorage devices with supporting structure.
- H. For railing posts set in concrete, provide preset sleeves of steel, not less than 6 inches long with inside dimensions not less than 1/2 inch greater than outside dimensions of post, and steel plate forming bottom closure.
- I. For removable railing posts, fabricate slip-fit sockets from steel pipe whose inside diameter is sized for a close fit with posts and to limit deflection of post without lateral load, measured at top, to not more than 1/12 of post height. Provide socket covers designed and fabricated to resist accidental dislodgement.
 - 1. Provide chain with eye, snap hook, and staple across gaps formed by resections at locations indicated or required by code. Fabricate from same metal as railings.
- J. Shear and punch metals cleanly and accurately. Remove burrs from exposed cut edges.
- K. Ease exposed edges to a radius of approximately 1/32 inch, unless otherwise indicated. Form bent-metal corners to the smallest radius possible without causing grain separation or otherwise impairing work.
- L. Cut, reinforce, drill, and tap metal fabrications as indicated to receive finish hardware, screws, and similar items.
- M. Provide weepholes, or another means to evacuate entrapped water, in hollow sections of railing members that are exposed to exterior or to moisture from condensation or other sources.
- N. Fabricate joints that will be exposed to weather in a manner to exclude water, or provide weep holes where water may accumulate.
- O. Provide wall returns at ends of wall-mounted handrails, unless otherwise indicated.
- P. Toe Boards: Where indicated, provide toe boards at railings around openings at the edge of open-sided floors and platforms. Fabricate to dimensions and details indicated.

2.6 STEEL FINISHES

- A. Galvanized Finish: Hot-dip galvanizing iron and steel hardware.

1. ASTM A 153 for galvanizing iron and steel hardware.
 2. ASTM A 123 for galvanizing iron and steel products made from rolled, pressed, and forged steel shapes, castings, plates, bars, and strips.
 3. For galvanized handrails and railing systems, provide galvanized fittings, brackets, fasteners, sleeves, and other ferrous components.
- B. Fill vent and drain holes that will be exposed in the finished Work, unless indicated to remain as weep holes, by plugging with zinc solder and filing off smooth.
- C. For nongalvanized steel handrails and railing systems, provide nongalvanized ferrous metal fittings, brackets, fasteners, and sleeves, except provide galvanized anchors where embedded in exterior masonry and concrete construction.
- D. Preparation for Shop Priming: Clean surfaces to be painted. Remove loose rust, loose mill scale, and spatter, slag, or flux deposits. Prepare uncoated ferrous metal surfaces to comply with requirements indicated below for SSPC surface preparation specifications and environmental exposure conditions of installed metal fabrications:
1. Exteriors (SSPC Zone 1B): SSPC-SP2 “Solvent Cleaning.” Followed by SSPC-SP6 “Commercial Blast Cleaning” for metals to be galvanized, and metals scheduled for exterior use.”
 2. Interiors (SSPC Zone 1B): SSPC-SP2 “Solvent Cleaning.” Followed by SSPC-SP3 “Power Tool Cleaning.”
- E. Ungalvanized: Prepare uncoated ferrous metal surfaces to comply with minimum requirements indicated below for SSPC surface-preparation specifications and environmental exposure conditions of installed railings:
1. Exteriors (SSOC Zone 1B): SSPC-SP6 “Commercial Blast Cleaning.”
 2. Interiors (SSPC Zone 1A): SSPC-SP7 “Brush-Off Blast Cleaning.”
- F. Shop Priming
1. Apply shop primer to uncoated surfaces of metal fabrications, except those with galvanized finishes or to be embedded in concrete, sprayed-on fireproofing, or masonry, unless otherwise indicated. Comply with requirements of SSPC-PA1 “Paint Application Specification No. 1” for shop painting. Apply shop primer to cover profile of surface preparation.
 2. Immediately after surface preparation, apply primer according to manufacturer’s instructions and at rate recommended by SSPC to provide a dry film thickness of not less than 3.0 mils. Use priming methods that result in full coverage of joints, corners, edges, and exposed surfaces.

3. Do not allow prepared and cleaned surfaces to remain unprimed over night or for longer than 8 hours before priming. Surfaces not primed within these parameters shall be recleaned prior to priming.
 4. Strip paint corners, crevices, bolts, rivets, welds, and edges. Spray all Bolts and rivets from at least 4 different angles. Cover all sides of rivets and bolts equally.
 5. Apply 2 coats of shop paint to inaccessible surfaces after assembly or erection. Change color of second coat to distinguish it from first.
- G. Galvanizing: For those items indicated for galvanizing, apply zinc coating by the hot-dip process complying with the following requirements. If not indicated, then galvanize all ferrous metals exposed to moisture or weather, and that are in contact with wood, masonry, or cementitious materials:
1. ASTM A 153 for galvanizing iron and steel hardware.
 2. ASTM A 123 for galvanizing iron and steel products made from rolled, pressed, and forged steel shapes, castings, plates, bars, and strip 0.0299 inch thick or thicker.
 3. Galvanized steel and fasteners in the following conditions:
 - a. Where indicated.
 - b. Prepare all surfaces to be galvanized to SSPC SP6 – Commercial Blast.
 - c. All steel in contact with earth, cementitious materials, wood, and insulation. Surfaces to receive sprayed fireproofing are not to be galvanized unless recommended by the fireproofing manufacturer. Galvanize entire member even if only a portion of the member is in contact.
 - d. All steel that will be exposed to weather or to frequent moist conditions.
 - e. After galvanizing, thoroughly clean railing of grease, dirt, oil, flux, and other foreign matter, and treat with metallic phosphate process.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Coordinate setting drawings, diagrams, templates, instructions, and directions for installing anchorages, such as sleeves, concrete inserts, anchor bolts, and miscellaneous items having integral anchors that are to be embedded in concrete. Coordinate delivery of such items to Project site.

3.2 INSTALLATION, GENERAL

- A. Fit exposed connections accurately together to form tight, hairline joints.

- B. Cutting, Fitting, and Placement: Perform cutting, drilling, and fitting required for installing handrails and railing systems. Set handrails and railing systems accurately in location, alignment, and elevation, measured from established lines and levels, and free from rack.
 - 1. Do not weld, cut, or abrade surfaces of handrails and railing components that have been coated or finished after fabrication and are intended for field connection by mechanical or other without further cutting or fitting.
 - 2. Set posts plumb within a tolerance of 1/4 inch in 12 feet.
 - 3. Align rails so that variations from level for horizontal members and from parallel with rake of steps and ramps for sloping members do not exceed 1/4 inch in 12 feet.

- C. Field Welding: Comply with the following requirements:
 - 1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
 - 2. Obtain fusion without undercut or overlap.
 - 3. Remove welding flux immediately.
 - 4. At exposed connections, finish exposed welds and surfaces smooth and blended so that no roughness shows after finishing, and welded surface matches contours for adjoining surfaces.

- D. Corrosion Protection: Coat concealed surfaces of aluminum that will come into contact with grout, concrete, masonry, wood, or dissimilar metals with a heavy coat of bituminous paint.

- E. Adjust handrails and railing systems prior to anchoring to ensure matching alignment at abutting joints. Space posts at interval indicated but not less than that required by design loadings.

- F. Fastening to In-Place Construction: Provide anchorage devices and fasteners where necessary for securing handrails and railing systems and for properly transferring loads to in-place construction.

- G. Back Priming: For all unprimed steel and steel with damaged primer or galvanizing, back prime, including all edges and concealed surfaces, of all ferrous and galvanized metal prior to installation. Apply primer to the same specifications as for the exposed surfaces. Treat all cut edges, end cuts, welds, and otherwise disturbed surfaces in the same way. Ferrous items shall be completely encapsulated with primer. Installed items not back-primed shall be removed, properly primed, and reinstalled at the Contractor's expense. Damaged materials shall be replaced. This provision applies to all ferrous and galvanized steel that is installed in exterior locations, in unconditioned spaces, and that are in contact with wood or cementitious materials. However, do not prime faying

surfaces, surfaces that are to receive sprayed fire proofing, or other scheduled or noted surfaces not to be primed. Comply with surface preparation and priming specified in Section 09900 – Painting.

1. Protect primed and finished steel that is in contact with masonry and cementitious surfaces from abrasion and corrosion caused by alkali action. Protection shall not interfere with rigidity of installation.

3.3 RAILING CONNECTIONS

- A. **Welded Connections:** Use fully welded joints for permanently connecting railing components by welding. Cope or butt components to provide 100 percent contact, or use fittings designed for this purpose.
- B. **Expansion Joints:** Install expansion joints at locations indicated but not further apart than required to accommodate thermal movement. Provide slip-joint internal sleeve extending 2 inches beyond joint on either side; fasten internal sleeve securely to one side; locate joint within 6 inches of post.

3.4 ANCHORING POSTS

- A. **Removable Posts:** Where removable posts are indicated, anchor posts in concrete with pipe sleeves preset and anchored into concrete. After posts have been inserted into sleeves, solidly fill annular space between post and sleeve with the following anchoring material, mixed and placed to comply with anchoring material manufacturer's directions.
- B. **Non-Removable Posts:** Where posts are not removable, anchor posts in concrete by forming or core-drilling holes not less than 5 inches deep and 3/4 inch greater than outside diameter of post. Clean holes of all loose material, insert posts, and fill annular space between post and concrete with the following anchoring material, mixed and placed to comply with anchoring material manufacturer's directions.
 1. Nonshrink, nonmetallic grout.
- C. **Cover anchorage joint with a round steel flange attached to post as follows:**
 1. Welded to post after placement of anchoring material or by set screws.
- D. **Leave anchorage joint exposed, wipe off surplus anchoring material, and leave 1/8-inch buildup, sloped away from post.**

- E. Anchor posts to metal surfaces with oval flanges, angle type, or floor type as required by conditions, connected to posts and to metal supporting members as follows:
 - 1. For steel pipe railings, weld flanges to post and bolt to metal supporting surfaces.
- F. Install removable railing sections where indicated in slip-fit metal sockets cast into concrete. Accurately locate sockets to match post spacing.

3.5 ANCHORING RAIL ENDS

- A. Anchor rail ends into concrete with round flanges connected to rail ends and anchored into wall construction with postinstalled anchors and bolts.
- B. Anchor rail ends to metal surfaces with oval or round flanges.

3.6 ATTACHING HANDRAILS TO WALLS

- A. Attach handrails to wall with wall brackets and end fittings. Provide bracket with 1-1/2-inch clearance from inside face of handrail to finished wall surface.
- B. Locate brackets as indicated or, if not indicated, at spacing required to support structural loads.
- C. Secure wall brackets and wall return fitting to building construction as follows:
 - 1. Use type of bracket with flange tapped for concealed anchorage to threaded hanger bolt.
 - 2. Use type of bracket with predrilled hole for exposed bolt anchorage.
 - 3. For concrete anchorage, use drilled-in expansion shield and either concealed hanger bolt or expose lag bolt, as applicable.

3.7 ADJUSTING AND CLEANING

- A. Touchup Painting: Cleaning and touchup painting of field welds, bolted connections, and abraded areas of shop paint are specified in Division 9.
- B. For Galvanized Surfaces: Clean field welds, bolted connections, and abraded areas and apply galvanizing repair paint according to ASTM A 780.

3.8 PROTECTION

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

END OF SECTION 05 52 13

SECTION 07 24 19 – EXTERIOR INSULATION AND FINISH SYSTEMS – CLASS PB

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Drainable design over water resistant sheathing or various substrates indicated on the Drawings.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
 - 1. Division 7 Section “Joint Sealants: for requirements specified by reference in this Section for sealing joints in system with elastomeric joint sealants.

1.3 DEFINITIONS

- A. Exterior insulation and finish systems refer to exterior assemblies composed of an inner layer of board insulation and an outer layer composed of a glass-fiber-mesh-reinforced base coat applied directly to board insulation and a textured protective finish coat. These assemblies are applied to supporting substrates of construction indicated.
- B. Designation PB for class of exterior insulation and finish systems specified in this Section is based on the classification developed by the EIFS Industry Members Association (EIMA).
- C. System in this Section refers to Class PB exterior insulation and finish systems.
- D. System manufacturer refers to the manufacturer of exterior insulation and finish systems.
- E. Drainable System: EIFS system that is especially designed, fabricated, and marketed by the manufacturer to allow any moisture or water that enters the EIFS assembly to

promptly drain to the exterior without draining to, forming, settling, collecting, accumulating at any point internally to the weather surface of the finish or causing internal damage to the building shell.

1.4 PERFORMANCE REQUIREMENTS

- A. General: Provide systems that comply with the following minimum performance requirements. Submit test results for all listed criteria along with detailed drainage methods. Trowel applied scores in an adhesive are not acceptable.
1. Bond Integrity: Free from bond failure within system components or between system and supporting wall construction, resulting from exposure to fire, wind loads, weather, or other in-service conditions.
 2. Weathertightness: Resistant to water penetration from exterior into system and assemblies behind it or through them into interior of building that results in deterioration of thermal-insulating effectiveness or other degradation of system and assemblies behind system, including substrates, supporting wall construction, and interior finish.
- B. Physical Properties of Class PB: Installed system shall comply with the performance criteria listed in the following table:

TEST	METHOD	ACCEPTANCE
Abrasion Resistance	ASTM D698	No cracking, checking, or loss of film integrity at 528 quarts of sand.
Accelerated Weathering	ASTM G23 or G53	NO deleterious effects after 2000-hours when viewed under 5x mag.
Freeze/Thaw Resistance	EIMA 101.01 Modified ASTM C67	After 60 cycles, no deleterious effects.
Mildew Resistance	ASTM D3273	No growth supported during 28-day exposure period.
Salt Spray Resistance	ASTM B 117	No deleterious effects after 300 hour exposure.
Tensile Adhesion	EIMA 101.03 Modified ASTM C297	No failure in adhesive, base coat, or finish coat. Minimum 5 psi tensile strength before and after freeze/thaw and accelerated weathering tests.
Water Penetration	EIMA 101.02 Modified ASTM E331	No water penetration beyond the plane of the base coat/EPS board interface after 15 minutes at 6.24 psf

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Water Resistance	ASTM D2247	or 20 % of positive design wind pressure, whichever is greater. No deleterious effects after 14-day exposure.
Alkali-resistance of Reinforcing Mesh	EIMA 105.01	120 pli retained tensile strength.
Fire Endurance	ASTM E119	NO effect on fire resistance on fire rating of wall assembly.
Full-Scale Diversified Fire Test	ASTM E108 Modified	No significant contribution to vertical or horizontal flame spread.
Full-Scale Multi-Story Fire Test	UBC Standard 26-4 Formerly UBC 17-6	<ol style="list-style-type: none"> 1. Resistance to vertical spread of flame within the core of the panel from one story to the next. 2. Resistance of flame propagation over exterior surface. 3. Resistance to vertical spread of flame.

END OF SECTION 05 73 00

SECTION 07 62 03 SHEET METAL FLASHING AND TRIM, ALUMINUM

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes sheet metal flashing and trim in the following categories not provided under Division 07 Section Standing Seam Metal Roof.
 - 1. Exposed trim, gravel stops, and fascia.
 - 2. Copings.
 - 3. Metal Flashing.
 - 4. Roof expansion-joint covers.
 - 5. Gutters and downspouts.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
 - 1. Division 07 Section "Roof Accessories" for set-on-type curbs, equipment supports, roof hatches, vents, and other manufactured roof accessory units.
 - 2. Division 07 Section "Joint Sealants" for elastomeric sealants.
 - 3. Division 07 Roofing Sections for flashing and roofing accessories installed integral with roofing membrane as part of roofing-system work.

1.3 PERFORMANCE REQUIREMENTS

- A. General: Install sheet metal flashing and trim to withstand wind loads, structural movement, thermally induced movement, and exposure to weather without failing.
- B. Provide only flashings, including roof edges, copings, fascia, clips, and retainer pieces that have been designed, fabricated installed, and satisfactorily tested as a system to comply with the following standards, test methods, and requirements:
 - 1. FM requirements for specified Wind Uplift Classification. Submit certificate of Compliance.

2. ANSI/SPRI-ES-1 for specified wind uplift. All sheet metal edge fabrications provided for this project shall comply with and meet all requirements for design, testing, and installation of the sheet metal. Submit Certification that all edge sheet metal to be supplied for this project has been designed and tested to specified wind loads and that the fabricator and installer meet the applicable ANSI/SPRI ES-1 requirements for fabrication and installation.
3. ANSI/ASCE-7-02

1.4 SUBMITTALS

- A. General: Submit each item in this Article according to the Conditions of the Contract and Division 1 Specification Sections.
- B. Product Data including manufacturer's material and finish data, installation instructions, and general recommendations for each specified flashing material and fabricated product.
- C. Shop Drawings of each item specified showing layout, profiles, methods of joining, and anchorage details.
 1. Include a Certification that sheet metal flashing meets specified FM and IBC 2006 requirements.
- D. Samples of sheet metal flashing, trim, and accessory items, in the specified finish. Where finish involves normal color and texture variations, include Sample sets composed of 2 or more units showing the full range of variations expected.
 1. 8-inch-square Samples of specified sheet materials to be exposed as finished surfaces.
 2. 12-inch-long Samples of factory-fabricated products exposed as finished Work. Provide complete with specified factory finish.
 3. Full width, 12 inch long soffit vent.
- E. Qualification data for firms and persons specified in the "Quality Assurance" Article to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: Engage an experienced Installer who has completed sheet metal flashing and trim work similar in material, design, and extent to that indicated for this Project and with a record of successful in-service performance.
- B. General Compliance Requirements
1. All roof penetrations and flashing shall comply with NRCA Roofing and Waterproofing Manual, Fifth Edition, Construction Details and with the membrane manufacturer's requirements. In the event of conflict between the manufacture and the NRCA, coordinate with the manufacture to ensure no provision in the manufacturer's warranty is comprised.
 2. All sheet metal details shall comply with SMACNA Architectural Sheet Metal Manual, Fifth Edition.
 3. Maintain a minimum distance of 12 inches between all penetrations and terminations.
 4. Top of all flashing shall be a minimum of 8 inches above finished roof.
 5. Use round shape to construct equipment supports.
 6. Pitch Pans: Avoid using pitch pans when possible. When pitch pan cannot be avoided or eliminated, and preferred flashing methods utilized, ensure pitch pan is a preformed pan with a minimum of 4 inch height and with 2 inches clearance on all sides of the penetration. Fill bottom 1/3 of pan with non-shrink grout and the remainder of the pan with pourable sealer. Slope sealer to the drain. Install a metal umbrella cap.
 7. Equipment supports shall be a minimum of 14 inches and not less than shown in the following table. These minimum dimensions are applicable to the end of the equipment support on the high side of the slope.

WIDTH of EQUIPMENT	HEIGHT OF LEGS (round pipe preferred)
Up to 25 inches	14 inches
25-37 inches	18 inches
27- 49 inches	24 inches
49-61 inches	30 inches
61 inches and wider	48 inches

- C. Mockups: Before installing sheet metal work, build mockups for each form and type of fabrication (including but not limited to gutters, downspouts, coping, flashing, fascia, scuppers, gravel stops, trim, etc.), and finish to be used in the completed work. Demonstrate aesthetic effect and qualities of materials and execution to be used in the completed Work. Install mockups to comply with the following requirements, using materials indicated for the completed Work:

1. Install mockups in the location and of the size directed by Architect. The Contractor shall carefully select materials, construction methods, finishes, and installation to be used for mockups and completed Work.
2. Notify the Architect when mockups will be ready for review.
3. Demonstrate the proposed range of aesthetic effects and workmanship, including seams, joints, connections, roof connections, fabrication, fastening, finish, sealant application, and installation. Show construction, finish, assembly, and installation of gutter and downspout straps.
4. Obtain Architect's approval of mockups before starting interior woodwork and millwork fabrication. Mockup will be reviewed for materials, construction, contrast in finish and color, and installation.
5. Maintain mockups during construction in an undisturbed condition as a standard for judging and accepting the completed Work. The Architect will determine acceptable aesthetic and construction variances, deviations, and ranges from accepted mockups.
6. If approved mockup does not become part of the completed Work, demolish and remove mockups when directed.

1.6 PROJECT CONDITIONS

- A. Coordinate Work of this Section with interfacing and adjoining Work for proper sequencing of each installation. Ensure best possible weather resistance, durability of Work, and protection of materials and finishes.

1.7 FINISH WARRANTY

- A. Furnish manufacturer's stating architectural fluorocarbon coating finish will be:
 1. Free of fading or color change in excess of 2 NBS units as measured per ASTM D 2244-68.
 2. Will not chalk in excess of numerical rating of 8 when measured in accordance with standard procedures specified in ASTM D 659-74.
 3. Will not peel, crack, chip or exhibit any other mechanical failure of paint to adhere to the substrate.

PART 2 – PRODUCTS

2.1 ALUMINUM

- A. Alloy and temper recommended by aluminum producer and finisher for type of use and finish indicated and with not less than the strength and durability of alloy and temper designated below:
 1. Mill-Finish Aluminum Sheet: ASTM B 209, 3003-H14

2. Anodized Aluminum Sheet: ASTM B 209, 5005-H14
3. Factory-Painted Aluminum Sheet: ASTM B 209, 3003-H14
4. Prefinished, Manufactured Fascia: Aluminum fascia with galvanized after dam; Hickman 1000 Fascia or reviewed substitute by Metal Era.

2.2 REGLETS

- A. General: Units of type, material, and profile indicated, formed to provide secure interlocking of separate reglet and counterflashing pieces and compatible with flashing indicated.
- B. Surface-Mounted Type: Provide with slotted holes for fastening to substrate, with neoprene or other suitable weatherproofing washers and with channel for sealant at top edge.
- C. Concrete Type: Provide temporary closure tape to keep reglet free of concrete materials, special fasteners for attaching reglet to concrete forms, and guides to ensure alignment of reglet section ends.
- D. Masonry Type: Provide with offset top flange for embedment in masonry mortar joint.
- E. Flexible Flashing Retainer: Provide resilient plastic or rubber accessory to secure flexible flashing in reglet where clearance does not permit use of standard metal counterflashing or where Drawings show reglet without metal counterflashing.
- F. Counterflashing Wind-Restraint Clips: Provide 0.024 inch aluminum clips to be installed before counterflashing to prevent wind uplift of the counterflashing lower edge.
- G. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 1. Fry Reglet Corporation.
 2. Hickman: W.P. Hickman Co.
 3. Keystone Flashing Company.
- H. Metal Accessories: Provide sheet metal clips, straps, anchoring devices, and similar accessory units as required for installation of Work, matching or compatible with material being installed; noncorrosive; size and thickness required for performance.
- I. Roofing Cement: ASTM E 4586, Type I, asbestos free, asphalt based.

- J. Asphalt Mastic: SSPC-Paint 12, solvent-type asphalt mastic, nominally free of sulfur and containing no asbestos fibers, compounded for 15-mil dry film thickness per coat.
- K. Mastic Sealant: Polyisobutylene; nonhardening, nonskinning, nondrying, nonmigrating sealant.
- L. Elastomeric Sealant: Two-part polyurethane complying with requirements for joint sealants as specified in Division 7 Section "Joint Sealant."
- M. Adhesives: Type recommended by flashing sheet metal manufacturer for waterproof and weather-resistant seaming and adhesive application of flashing sheet metal.
- N. Paper Slip Sheet: 5-lb/square red rosin, sized building paper conforming to FS UU-B-790, Type I, Style 1b.
- O. Polyethylene Underlayment: ASTM D 4397, minimum 6-mil-thick polyethylene film, resistant to decay when tested according to ASTM E 154.

2.3 FABRICATION, GENERAL

- A. Sheet Metal Fabrication Standard: Fabricate sheet metal flashing and trim to comply with recommendations of SMACNA's "Architectural Sheet Metal Manual" that apply to the design, dimensions, metal, and other characteristics of the item indicated. Metal composition/alloy, gauge, and fabrication, handling, storage, and installation methods are to be of such to prevent oil-canning, and that visible oil-canning, as viewed from ground level, is not acceptable.
 - 1. Installed perimeter flashing sheet metal (gravel stops, fascia, coping, eave flashing, etc.), shall comply with specified FM uplift and with IBC 2006. If an uplift is not specified, comply with IBC 2006 requirements for project location or with FM I-90, whichever is more stringent. Assembled sheet metal units shall have been satisfactorily tested and passed FM requirements for the required wind uplift or the design for the sheet metal units shall be acceptable to IBC 2006.
 - 2. Include a Certification that sheet metal flashing meets specified FM and IBC 2006 requirements.
- B. Comply with details shown to fabricate sheet metal flashing and trim that fit substrates and result in waterproof and weather-resistant performance once installed. Verify shapes and dimensions of surfaces to be covered before fabricating sheet metal.
- C. Form sheet metal on bending brakes. Shape, trim, and hand-seam with tools designed for purposes. Make bends and folds for interlocking joints to allow for thermal movement. Fabricate in 8 to 10 foot lengths with true well-defined edges and seams. Finish work free of blemishes abrasions, tool marks, burrs.

- D. Form exposed sheet metal Work that is without excessive oil canning, buckling, and tool marks and that is true to line and levels indicated, with exposed edges folded back to form hems.
- E. Seams: Fabricate nonmoving seams in aluminum with flat-lock seams. Form seams and seal with epoxy seam sealer. Rivet joints for additional strength.
- F. Expansion Provisions: Space movement joints at maximum of 10 feet with no joints allowed within 24 inches of corner or intersection. Where lapped or bayonet-type expansion provisions in Work cannot be used or would not be sufficiently weatherproof and waterproof, form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with mastic sealant (concealed within joints).
- G. Sealed Joints: Form nonexpansion, but movable, joints in metal to accommodate elastomeric sealant to comply with SMACNA standards.
- H. Separate metal from noncompatible metal or corrosive substrates by coating concealed surfaces at locations of contact with asphalt mastic or other permanent separation as recommended by manufacturer.
- I. Conceal fasteners and expansion provisions where possible. Exposed fasteners are not allowed on faces of sheet metal exposed to public view.
- J. Fabricate cleats and attachment devices from same material as sheet metal component being anchored or from compatible, noncorrosive metal recommended by sheet metal manufacturer.
 - 1. Size: As recommended by SMSCNA manual or sheet metal manufacturer for application but never less than thickness of metal being secured.
- K. All radius sections shall be continuous with continuous seams and sections with no birds feet or cuts with cover plates, etc. Submit shop drawings showing exact forms, details, seaming, etc.

2.4 SHEET METAL FABRICATIONS

- A. General: Fabricate sheet metal items in thickness or weight needed to comply with performance requirement but not less than that listed below for each application and metal.
- B. Gutters
 - 1. Girth up to 15 inches: 0.0320 inch thick aluminum.
 - 2. Girth 26 to 20 inches: 0.040 inch thick aluminum.

3. Girth 21 to 25 inches: 0.050 inch thick aluminum.
 4. Girth 26 to 30 inches: 0.063 inch thick aluminum.
- C. Downspouts: 0.040 inch thick aluminum.
- D. Conductor Heads: 0.030 inch thick aluminum.
- E. Roof-Drain Flashing: ASTM B29 lead, 4.0 lb/sq. ft., hard tempered.
- F. Exposed Trim, Gravel Stops, and Fascia: 0.050 inch thick aluminum.
- G. Copings: 0.050 inch thick aluminum.
- H. Base Flashing: 0.040 inch thick.
- I. Counterflashing: 0.0320 inch thick aluminum.
- J. Flashing Receivers: 0.0320 inch thick aluminum.
- 2.5 FINISHES
- A. General: Comply with Aluminum Association's (AA) "Designation System for Aluminum Finishes" for finish designations and application recommendations.
- B. High-Performance Organic Coating Finish: AA-C12C42R1x (Chemical Finish: cleaned with inhibited chemicals; Chemical Finish: acid chromate-fluoride-phosphate conversion coating; Organic Coating: as specified below). Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturer's instructions.
1. Fluoropolymer 2-Coat Coating System: Manufacturer's standard 2-coat, thermocured system composed of specially formulated inhibitive primer and fluoropolymer color topcoat containing not less than 70 percent polyvinylidene fluoride resin by weight; complying with AAMA 605.2.
 - a. Color and Gloss: As indicated by manufacturer's color and gloss designations.
 - b. Color and Gloss: Match Architect's sample.
 - c. Color and Gloss: As selected by Architect from manufacturer's full range of choices for color and gloss.
- C. Gutters: Provide easily removed and cleaned stainless steel strainers for each collection box. Provide cradles, 1/8 inch x 1 inch galvanized steel and finished to match the exposed sheet metal Separate aluminum gutters from galvanized steel cradles with mastic or tape.

1. Cradles: Cold rolled galvanized steel bands. Galvanize to G90. Width shall be 1 inch. Thickness as recommended by the manufacturer and determined by gutter size, roof area, and 50 year rainfall for the area. However, provide minimum 1/8 inch thick. Wrap cradles neatly with same coil-coated steel used for gutters.
2. Size gutters and downspouts based on roof slope and roof square footage to handle rain runoff of a 50-year rainfall based on applicable current model building Code without overflowing or damaging the structure. Include the effect of the leaf filter system in the gutter sizing.
3. Leaf Filter System: Provide leaf protection system that is a one-piece integral protection system and will direct leaves, pine needles, and roof debris from the gutter opening without blocking it while allowing roof water runoff to enter the gutter without overflowing. System shall prevent leaves from blocking water entry to the gutter and allow complete drainage of roof without overflowing. Fabricate filter system and gutter of same material, finish and color. Gutter cover type systems are not acceptable. Manufacturer shall provide a guarantee to clean any gutter that clogs and is equipped with the filter system.

D. Downspouts: Provide with elbows and straps finished to match exposed sheet metal.

E. Fascia: Form as detailed with interlocking flange and continuous cleat at the outside edge.

F. Copings: Form with sloped top and mitered corners. Provide with continuous cleat at the outside edge.

2.6 PRECAST CONCRETE SPLASH BLOCKS

A. 3000 psi concrete; of size and shape indicated on the drawings. Fabricate using 1/2 inch to No. 4 size coarse aggregate and reinforce with 2 No. 4 rebars. Finish exposed surfaces smooth without honeycombs, cracks, bug holes, popcorn, spalls, forming fins, or other blemishes or defects.

1. Where splash blocks are to be installed on roof membrane, provide units that are acceptable to the roof membrane manufacturer and that will remain in place, shed and direct water without wear or deformation. Where required or splash blocks are to be installed directly on the roof membrane, provide suitable base separator sheet to separate the splash block from the roof membrane.

3.1 EXAMINATION

A. General: Unless otherwise indicated, install sheet metal flashing and trim to comply with performance requirements, manufacturer's installation instructions, and SMACNA's "Architectural Sheet Metal Manual." Anchor units of Work securely in place by methods indicated, providing for thermal expansion of metal units; conceal

fasteners where possible, and set units true to line and level as indicated. Install Work with laps, joints, and seams that will be permanently watertight and weatherproof.

- B. Install exposed sheet metal Work that is without excessive oil canning, buckling, and tool marks and that is true to line and levels indicated, with exposed edges folded back to form hems. Install sheet metal flashing and trim to fit substrates and to result in waterproof and weather-resistant performance. Verify shapes and dimensions of surfaces to be covered before fabricating sheet metal.
- C. Roof-Edge Flashings: Secure metal flashings at roof edges according to FM Loss Prevention Data Sheet 1-49 for specified wind zone.
- D. Expansion Provisions: Provide for thermal expansion of exposed sheet metal Work. Space movement joints at maximum of 10 feet with no joints allowed within 24 inches of corner or intersection. Where lapped or bayonet-type expansion provisions in Work cannot be used or would not be sufficiently weatherproof and waterproof, form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with mastic sealant (concealed within joints).
- E. Sealed Joints: Form nonexpansion, but movable, joints in metal to accommodate elastomeric sealant to comply with SMACNA standards. Fill joint with sealant and form metal to completely conceal sealant.
 - 1. Use joint adhesive for nonmoving joints specified not to be soldered.
- F. Seams: Fabricate nonmoving seams in aluminum with flat-lock seam. Form seams and seal with epoxy seam sealer. Rivet joints for additional strength.
- G. Separations: Separate metal from noncompatible metal or corrosive substrates by coating concealed surfaces, at locations of contact, with asphalt mastic or other permanent separation as recommended by manufacturer.
 - 1. Underlayment: Where installing stainless steel or aluminum directly on cementitious or wood substrates, install a slip sheet of red-rosin paper and a course of polyethylene underlayment.
 - 2. Bed flanges of Work in a thick coat of roofing cement where required for waterproof performance.
- H. Gutters: Where shown on the Drawings, attach gutters to nailers securely with cradles that are spaced 36 inches on centers. Slope gutters to downspouts at a uniform rate of 1/16 inch per foot. When there is more than one downspout, hang gutters with high points equidistant from the downspouts. Lap sections a minimum of 1 inch in the

direction of waterflow. Terminate gutters 1/2 inch from vertical surfaces. Provide slip-type expansion joints midway between outlets.

- I. Downspouts: Where shown on the Drawings, install with a strap securely attached to the structure. For downspouts up to 10 feet long, attach straps at the top and bottom. For downspouts 10 to 20 feet long, attach at the top and bottom and at the mid point. For downspouts greater than 2 feet, attach at the top and bottom and at intermediate points spaced no more than 10 feet on center. Keep downspouts a minimum of 1/2 inch from the wall.
- J. Gravel Stops: Before gravel stop is installed, install 12 inch wide back-up plate at each joint. Embed flanges of backup plate in roofing cement and nail 1 inch back from edge. Install with 1/2 inch joints for thermal expansion. Embed flanges of gravel stop in roofing cement and nail 12 inches oc, 1 inch back from edge. Set complete gravel stop and fascia in roofing cement at each joint. Provide for thermal expansion.
 - 1. Install pre-finished, manufactured gravel stops/fascia according to manufacturer's instructions.
- K. Vent Flashing: Flash pipe vents through roof with lead turned 6 inches on roof and turned down 4 inches into pipe.
- L. Copying: Install continuous cleats to receive both sides of coping. Install coping with a 1/2 inch joints for expansion and contraction. Cover joints in coping with 6 inch wide cover plates. Under the cover plate lay strips of 1/8 inch thick by 1 inch wide sealant tape, 1/2 of an inch behind each edge of the cover and between the cover plate and the metal cover. Fill remaining 1/2 inch space on each side of the cover plate with sealant. Handwise coping receivers continuously along cleat.
- M. Counterflashings: Coordinate installation of counterflashings with installation of assemblies to be protected by counterflashing. Install counterflashings in reglets or receivers. Secure in a waterproof manner by means of snap-in installation and sealant, lead wedges and sealant, interlocking folded seam, or blind rivets and sealant. Lap counterflashing joints a minimum of 2 inches and bed with sealant. Provide pre-fabricated inside and outside corners, two-piece counterflashing and hemmed edges.
- N. Roof-Drainage System: Install drainage items fabricated from sheet metal, with traps, adhesives, and anchors recommended by SMACNA's Manual or the item manufacturer, to drain roof in the most efficient manner. Coordinate roof-drain flashing installation with roof-drainage system installation. Coordinate flashing and sheet metal items for steep-sloped roofs with roofing installation.
- O. Roof-Penetration Flashing: Coordinate roof-penetration flashing installation with roofing and installation of items penetrating roof. Install flashing as follows:

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1. Turn lead flashing down inside vent piping, being careful not to block vent piping with flashing.
2. Seal and Clamp flashing to pipes penetrating roof, other than lead flashing on vent piping.

P. Splash Blocks: Install at discharge of downspouts, where indicated, to receive drainage from downspouts.

1. Where splash blocks are installed on a roof, set splash blocks on a separation pad recommended by the roof membrane manufacturer.
2. Set pad in full bed of adhesive as recommended by the roof membrane manufacturer.
3. Set pad and splash block on roof membrane prior to installing roof ballast.

3.3 CLEANING AND PROTECTION

- A. Clean exposed metal surfaces, removing substances that might cause corrosion of metal or deterioration of finishes.
- B. Provide final protection and maintain conditions that ensure sheet metal flashing and trim Work during construction is without damage or deterioration other than natural weathering at the time of Substantial Completion.

END OF SECTION 07 62 03

SECTION 07 92 00 – JOINT SEALANTS

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes joint sealants for the following applications:
 - 1. Exterior joints in vertical surfaces and horizontal nontraffic surfaces.
 - 2. Interior joints in vertical surfaces and horizontal nontraffic surfaces.
- B. See Division 2 Section “Pavement Joint Sealants” for sealing joints in pavements, walkways, and curbing.
- C. See Division 8 Section “Glazing: for glazing sealants.

1.2 PERFORMANCE REQUIREMENTS

- A. Provide elastomeric joint sealants for exterior applications that establish and maintain watertight and airtight continuous joint seals without staining or deteriorating joint substrates.
- B. Provide joint sealants for interior applications that establish and maintain airtight and water-resistant continuous joint seals without staining or deteriorating joint substrates.

1.3 SUBMITTALS

- A. Product Data: For each joint-sealant product indicated.
- B. Compatibility and adhesion test reports.
- C. Product test reports.

1.4 QUALITY ASSURANCE

- A. Mockups: Build mockups incorporating sealant joints, as follows, to verify selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution:

1. Joints in mockups of assemblies specified in other Sections that are indicated to receive elastomeric joint sealants, which are specified by reference to this Section.

1.5 WARRANTY

- A. Special Installer's Warranty: Installer's standard form in which Installer agrees to repair or replace elastomeric joint sealants that do not comply with performance and other requirements specified in the Section within specified warranty period.
 1. Warranty Period: Five years from date of Substantial Completion.

PART 2 – PRODUCTS

2.1 MANUFACTURERS

- A. Products: Subject to compliance with requirements, provide one of the products listed in other Part 2 articles.

2.2 MATERIALS, GENERAL

- A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by sealant manufacturer, based on testing and field experience.
- B. Color of Exposed Joint Sealants: As selected by Architect from manufacturer's full range.

2.3 ELASTOMERIC JOINT SEALANTS

- A. Elastomeric Sealants: Comply with ASTM C 920 and other requirements indicated for each liquid-applied chemically curing sealant specified, including those referencing ASTM C 920 classifications for type, grade, class, and uses related to exposure and joint substrates.
- B. Stain-Test-Response Characteristics: Where elastomeric sealants are specified to be nonstaining to porous substrates, provide products that have undergone testing according to ASTM C 1248 and have not stained porous joint substrates indicated for Project.

- C. Suitability for Contact with Food: Where elastomeric sealants are indicated for joints that will come in repeated contact with food; provide products that comply with 21 CFR 177.2600.
- D. Single-Component Neutral-Curing Silicone Sealant:
1. Available Products:
 - a. Dow Corning Corporation; 799.
 - b. GE Silicones; UltraGlaze SSG4000.
 - c. GE Silicones; UltraGlaze SSG4000AC.
 - d. Polymeric Systems Inc.; PSI-631
 - e. Schnee-Morehead, Inc.; SM5731 Poly-Glaze Plus.
 - f. Tremco; Proglaze SG.
 - g. Tremco; Spectrem 2.
 - h. Tremco; Tremsil 600.
 2. Type and Grade: S (single component) and NS (nonsag).
 3. Class: 25.
 4. Use Related to Joint Substrates: M, G, A, and, as applicable to joint substrates indicated, O.

2.4 LATEX JOINT SEALANTS

- A. Latex Sealant: Comply with ASTM C 834, Type O P, Grade NF.
- B. Available Products:
1. Bostik Findley; Chem-Calk 600.
 2. Pecora Corporation: AC-20+.
 3. Schnee-Morehead Inc.; SM 8200.
 4. Sonneborn, Division of ChemRex Inc.; Sonolac.
 5. Tremco; Tremflex 834.

2.5 JOINT-SEALANT BACKING

- A. General: Provide sealant backings of material and type that are nonstaining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.

- B. Cylindrical Sealant Backings: ASTM C 1330, Type B (bicellular material with a surface skin), and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance:

2.6 MISCELLANEOUS MATERIALS

- A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.
- B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants to joint substrates.
- C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

PART 3 – EXECUTION

3.1 PREPARATION

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants.
 - 1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant.
 - a. Clean porous joint substrate surfaces by brushing, grinding, blast cleaning, mechanical abrading, or a combination of these methods to produce a clean, sound sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air.
 - 2. Remove laitance and form-release agents from concentrate.
 - a. Clean non porous surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants.
- B. Joint Priming: Prime joint substrates, where recommended in writing by joint-sealant

manufacturer, based on preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.

- C. Masking Tape: Use masking tape where required to prevent contact of sealant with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

3.2 INSTALLATION

- A. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- B. Install sealant backings of type indicated to support sealants during application and a position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
 - 1. Do not leave gaps between ends of sealant backings.
 - 2. Do not stretch, twist, puncture, or tear sealant backings.
 - 3. Remove absorbent sealant backing that have become wet before sealant application and replace them with dry materials.
- C. Install sealants using proven techniques that comply with the following and at the same time backings are installed.
 - 1. Place sealants so the directly contact and fully wet joint substrates.
 - 2. Completely fill recesses in each joint configuration.
 - 3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.
- D. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.
 - 1. Remove excess sealant from surfaces adjacent to joints.
 - 2. Use tooling agents that approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
 - 3. Provide concave joint configuration per Figure 5A in ASTM C 1193, unless otherwise indicated.

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USC Upstate, Spartanburg, SC
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- E. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

END OF SECTION 07 92 00