

ADDENDUM NUMBER ONE

University of South Carolina
USC Beaufort Art Studio Repair Project
Owner's Project Number: H-36-9512 / CP00343293

PREPARED BY: Dwight Cathcart (USC Project Manager)

DATE OF ISSUE: August 29, 2013

TO: ALL BIDDERS OF RECORD

The following items shall take precedence over the drawings and specifications for the above named project and shall become a part of the contract documents. Where any item called for in the specifications, or indicated on the drawings, is not supplemented hereby, the original requirements shall remain in effect. Where any original item is amended, voided or superseded hereby, the provisions of such item not specifically amended, voided or superseded shall remain in effect.

BIDDER SHALL ACKNOWLEDGE RECEIPT OF ADDENDUM IN THE SPACE PROVIDED ON THE BID FORM. FAILURE TO DO SO MAY CONSTITUTE BID NONRESPONSIBLE.

This addendum consists of three (3) pages, and **TWO (2) attachments:**

1. Pre-Bid meeting sign in Sheet (2) pages, HAZMAT Survey completed by USC, S&ME Lead Paint Assessment, Art Studio Condition Assessment Report, PEELAWAY Specifications.

I. GENERAL CLARIFICATION

1. See attached pre-bid sign in sheet for your records.
2. Bid Closing has been extended to 12 September, 2013 at 1:00 PM
3. Bid closing location has been changed to 801 Carteret Street, Beaufort College Building, Room 103, Beaufort SC 29902. Hand and Mail delivery changed to the following

Attn: Ms. Nadine Robinson

Beaufort Campus Business Office

801 Carteret Street, Room 114

Beaufort, SC 29902

4. See attached PEELAWAY Specifications. This is not a required product but is a preapproved product USC has allowed for lead base paint removal.
5. See attached USC HAZMAT Survey verifying lead base paint.
6. See attached lead base paint assessment provided by S&ME.
7. See attached USCB Art Studio Condition Assessment report for informational use only.
8. Contractor responsible for supplying water and power to the job site.
9. Owner will coordinate use of adjacent lot to allow scaffolding on or near property line.
10. Owner will dispose of all removed lead base paint. Contractor to collect in owner provided bags and coordinated for pick up.
11. Contractor responsible for all local construction permits required for Beaufort.
12. Parking and laydown area is to be in gravel parking area only. This is USC property the adjacent grass lot is private and not to be disturbed.
13. The only class in the building is scheduled for Friday's 11:00 – 4:00 (PM). Any work that is to take place during this time is allowed but must be coordinated with the owner 72 hours prior.
14. See revised page 25 of OSE form 00811, sec. 16.2.
15. See revised OSE form SE-330 with added addendum 1.
16. See revised SE-310 for bid closing extension and change in location.
17. Last day for RFI's is September 7, 2013 COB.

II. Architectural / Engineering Changes

1. A Bid alternate has been added to the project and removed from the base bid scope. Alternate 1 scope is as follows: Installation of new on site storm drainage system to tie into existing SCDOT catch-basin. Contractor to excavate and install 12" HDPE Pipe system along with 24" NYLOPLAST catch basins. See sheet C3, and C4 changed to read

- Alternate 1. Contractor to install downspouts off of new roof to tie into proposed drainage system.
2. Owner responsible for encroachment permit with SCDOT.
 3. See edited drawing sheet A2.1. Allowance of \$8,500 is listed for wood replacement.

END OF ADDENDUM NUMBER ONE

Property Condition Report

Art Studio at
University of South Carolina Beaufort
602 Carteret Street
Beaufort, South Carolina



The Spriggs Group, PC, Architects

Essex Corporation

Arrowood Environmental Group, Inc.

Property Condition Report
Art Studio at
University of South Carolina Beaufort
602 Carteret Street
Beaufort, South Carolina

25 January 2012

Prepared by
The Spriggs Group, PC
Architects

with

Essex Corporation
Consultant Engineers

and

Arrowood Environmental Group, Inc
Consultant Health and Safety Analysts

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Art Studio Property Condition Report

University of South Carolina at Beaufort

Part I – Report Overview

Summary of Report Goals

The report will focus on a single building originally constructed as a church located at 602 Carteret Street and acquired by the University of South Carolina at Beaufort for use as an art studio. The report also will address the surrounding grounds and the issues that affect both building and outdoor area. Based on observations and analysis, a table of required repairs will contain related costs for those repairs. As a second part of the table, capital improvements will be identified and associated costs will be presented.

Property Description

The property fronts the corner intersection of Carteret Street and King Street and is bordered by a low brick masonry wall finished with Portland cement-based parging. Behind the low wall, a grass lawn begins at the unpaved side parking area accessed from Carteret Street and continues along King Street. The rear lawn is used for parking and is divided by a wood logs used as vehicle wheel stops. The rear parking area and a garage are part of the property but are not addressed in this report.



Project Review Team

On 14 November 2011, representatives from The Spriggs Group, architects; consultant Essex Corporation, structural, mechanical, and electrical engineers; consultant Arrowood Environmental Group, health and safety analysts, and a representative from the University of South Carolina at Beaufort met on site and conducted a review of all aspects of the building and grounds. Reviewers were Ken Spriggs, AIA, LEED AP, principal of The Spriggs Group; Ken Green, PE, president of Essex; Dwight Jones, PE, vice president of Essex; Bruce Goddard, PE, senior structural engineer at Essex; Larry Miles, CSP, president, Arrowood Environmental Group; and Mike Parrott, Director of Facilities at USCB.

Part II – Building History

The building was constructed circa 1900 for the Berean Presbyterian Church, an African-American congregation. The building is listed as a contributing structure to the Beaufort Historic District in the *National Register of Historic Places*. It was acquired by the University and converted for use as an art studio.

The architectural style of the building is known as Carpenter Gothic. This style adapted Gothic elements such as pointed arches, steep gables, and steeple to traditional American light-frame wood construction. The style is characterized by a profusion of jig-sawn details. The invention of the scroll saw and mass-produced wood moldings allowed the mimic of florid fenestration of the High Gothic style.

The structure consists of wood framing supported on short masonry piers. The exterior finish combines wood horizontal siding with wood shingles arranged in a “fish scale” pattern above an upper horizontal wood band and alternating length shingle pattern at the base. The steep-pitched roof is standing seam terne metal. A distinctive belfry rises above the front entry roof gable and features buttresses at corners, reflecting larger buttressed corners at the front of building and a balustrade spanning between each of the corners. The windows are single-glazed glass within wood frame sashes with wide trim and triangular arches. Ornamental wood brackets and turned wood columns and rail balusters are distinctive features of the entry porch. At the rear of the building a twentieth-century addition with shed roof contains restrooms. A ramp was constructed to the north side door to provide ADA compliant access.



Carteret & King Streets View



Belfry



20th Century Addition



Ornamental Wood



ADA Ramp



Wood Patterns

Part III – Current Physical Conditions

Site

The area surrounding the building is contained on three sides by a low masonry wall along Carteret and King Streets and by continuous wood log vehicle wheel stops at the rear. From the main entry side at Carteret Street, the ground slopes toward the building and continues a gentle slope toward the rear of the building. At the King Street side, the ground slopes from the low wall toward the building in the north direction. This topography creates several spots where water can pond during a heavy rain storm. Two elements contribute to the ponding conditions. The concrete stoop at the south rear door prevents water from draining towards the west (rear) parking lot. In the parking lot, continuous log wheel stops obstruct water flow.



Sloped lawn at entrance



Low area at east side



Low masonry wall at King Street



Concrete stoop



Continuous log wheel stops

Two palmetto trees are very close to the rear of the building. One of the canopies hangs over the rear chimney. The trees provide nesting opportunities for birds and rodents. Since the masonry chimney flue is open and a horizontal metal flue connects the vertical flue to the attic, birds and rodents can travel into the attic. Signs of bird and insect debris can be found near the water heater which is located at that level.



Palmetto tree canopy over chimney



Horizontal metal flue connection



Open Chimney masonry flue

Building Envelope - Exterior Walls

In general, the walls have peeling paint which continues to deteriorate causing paint chips to fall to the ground around the building perimeter.



Peeling paint at Belfry



Peeling paint at rear gable



Peeled paint chips at ground

Wood trim has been replaced with inappropriate materials where patching was necessary. Examples include mismatched material, inaccurate dimensions, and incorrect profiles.



Mismatched wood patch

Building Envelope – Windows

Windows are single hung wood sash with a triangular arch with two rectangular glass panels at upper and lower sash. Upper sash triangular arches have a distinctive “Y” pattern at the center wooden muntin. At the attic level triangular fixed pane wooden windows provide some light to that space. The late addition breaks the traditional window style with two rectangular fixed panel wood framed windows. In general, the windows appear to be in good condition with minor re-glazing required.



Triangular window arch



20th century windows

Building Envelope – Doors

The rear south side door has undergone deterioration due to weathering and sagging of support beam. The trim is an example of inappropriate patching. The masonry stoop has settled, and the lack of a landing and irregular riser heights do not meet current code. Risers at the entry porch steps are also irregular and do not meet current code.



Deteriorated south rear door



Irregular risers at front entry steps

The ramp at the north end door requires some repairs, and the exterior plumbing vent stack is located in an awkward place within the travel path.



North side ramp



Restrooms sanitary exterior vent stack

Building Envelope – Crawl Space

Under floor insulation coverage varies and in some cases is missing. Some brick masonry piers and walls need to be re-pointed.



Lack of under floor insulation



Masonry supporting pier



Deteriorating mortar at support wall

Building Envelope – Roof

The roof is covered in standing seam terne metal. Flat lock seamed panels comprise the sections between the double lock standing seams. Some areas have split allowing moisture penetration. Metal caps at the corner buttresses have deteriorated.



Interlocking panels



Open breaks in metal



Buttress cap

However, the metal roof was not the original roofing material. The present roof covers wooden shingles which can be seen at a number of edges where the metal was turned down. The attic sub-deck was constructed to allow ventilation of the wood shingles.



Wood shingles exposed under metal roof



Wood shingle profiles



Edge condition at wood shingles under metal roof



Attic sub-decking at roof ridge



Open spacing to permit ventilation of shingles

Chimney

The brick masonry chimney is freestanding and is set off from the rear clapboards (siding) and horizontal trim. It is not connected to any active stove or fireplace. However, the vertical masonry flue and horizontal metal flue are open to the attic. The base of the chimney has decaying mortar joints. The cornice at the gable end has deteriorated where it meets the chimney.



Free standing chimney



Deteriorated chimney base mortar



Deteriorated cornice

Structural Systems

The existing structure consists of wood beams, floor joist and columns.

With the exception of two members, the remaining roof wood beams and trusses were in good condition. One member, a 6" x 6" vertical post at the cupola, and a 6" x 6" x 3'-6" horizontal member also near the cupola (see pictures S-1 and S-2), had insect damage and should be replaced. Several of the bottom band horizontal members around the exterior walls, one at the left side door and one at the right front door, were deteriorated.

All floor joists observed, which are 2 x 10 rough sawn lumber, were in good condition. The piers supporting the structure were brick with cement coating over them. The floor supports on the left side appear to be sagging slightly and may need to be jacked up and leveled by shimming.



S-1 Vertical post with insect damage



S-2 Horizontal member with insect damage



S-3 Door on right side



S-4 Deteriorated wood at right side of door



S-5 Left side appears to be sagging slightly

Plumbing Systems

Potable water is supplied to the building from a BJSWA water main in King Street through a water meter located in the right of way (P-1) and rises up under the building (P-2) and is distributed, un-insulated, along the bottom of the floor joists and rises up through the floor to fixture connections (P-3). Sanitary waste and vent piping is also collected under floor and above grade (P-4) and is discharged into the BJSWA sewer main in Carteret Street.

Hot water is supplied from an A.O. Smith 40 gallon, 9 KW, electric water heater located in an attic space (P-5) above the Toilet and Printing Process Room. Attic space is contaminated with significant quantities of bird and insect debris. Hot water piping is distributed under floor and rises up through the floor to fixture connections.

Existing Toilet (P-6) contains one lavatory and one water closet. This installation does not meet the current handicap access requirements.

There is a Bradley Safety Eyewash (P-7) at the end of one of the production counters.

The Printing Process Room has hose connections (P-8 & P-9) to provide power washing at the process hood. These hose connections do not have vacuum breaker connections.

Some of the H & CW piping and sanitary waste and vent piping has been removed from service and disconnected from the operating systems.



P-1 Water Meter



P-2 Water Riser



P-3 Sink



P-4 Sanitary, Waste & Vent Pipe



P-5 Water Heater



P-6 Existing Toilet



P-7 Eye wash



P-8 Hose connections



P-9 Hose Connections

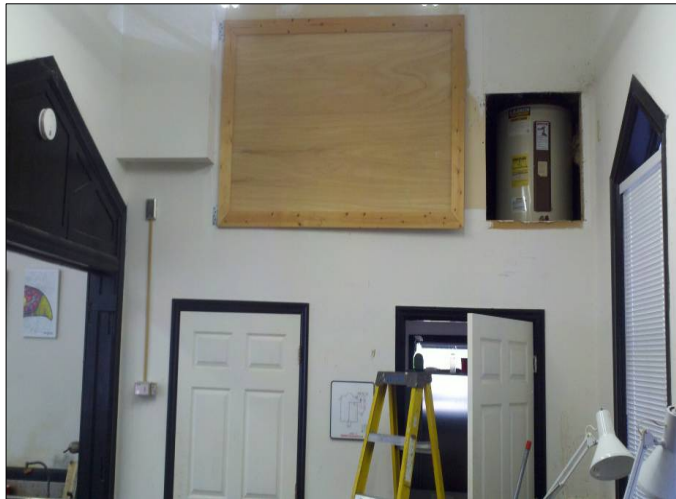
HVAC Systems

HVAC is supplied to the building from a nominal 5 TR heat pump system with a horizontal fan coil unit with auxiliary electrical heat located in the attic space behind a wooden access door (HVAC -1) over the Toilet and Printing Process Room, adjacent to the electric water heater. The condensing unit (HVAC-2) is located outside on grade on a concrete pad on the north side of the building.

Supply air is ducted up into the attic and distributed above the ceiling and discharged into the condition space with side wall diffusers (HVAC-3 & HVAC-4). Return air is collected in one Return Air Grill (HVAC-5) with air filter in the side wall adjacent to the Toilet Room.

Thermostat is located on the wall (HVAC-5) around the corner from the Return Air Grill.

The Toilet Room does not have a powered exhaust system.



HVAC-1 Access door to HVAC



HVAC -2 Condenser unit



HVAC -3 Sidewall Diffusers



HVAC -4 Sidewall Diffusers



HVAC -5 Thermostat and return air grill

Electrical Systems

Electrical power is delivered overhead from a pole mounted transformer in King Street (E-1) to an electric meter located on the west wall of the building (E-1). Metered service connects to a 200 amp 120/240VAC distribution panel (E-2) located on the interior west wall of the main Studio.

Power is circuited and distributed to receptacles, equipment and lighting as shown on the distribution panel breaker box index (E-3).

Lighting for both Studios are pendent mounted strip fluorescents (E-4) mounted +/- 10'-0" AFF. Lighting in the Toilet and Printing Process Room are ceiling mounted incandescent.

Emergency exit lighting (E-5) is provided at each exit door.

Battery pack sidewall emergency lights (E-5, E-6, & E-7) are provided for emergency egress lighting.

USCB data network is supplied underground to the building and has the control center wall mounted in the small studio (E-6). Data cabling is installed to data outlets throughout the building.

A computer projector (E-5) with remote data connections and retractable screen (E-8) are located in the main Studio.

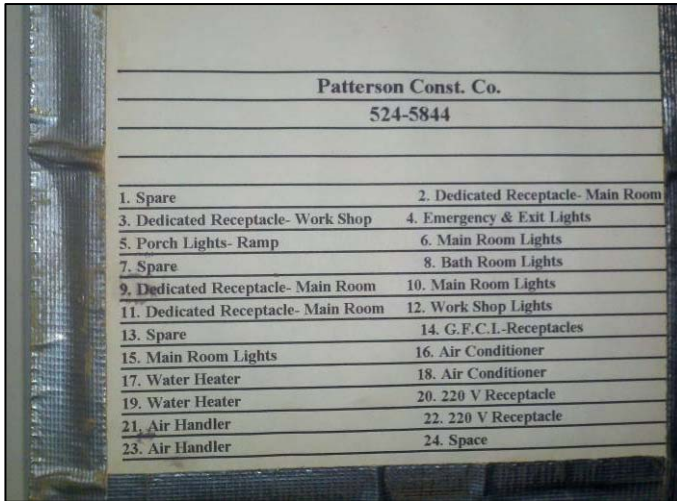
There is no fire alarm system for this facility.



E-1 Electric Meter



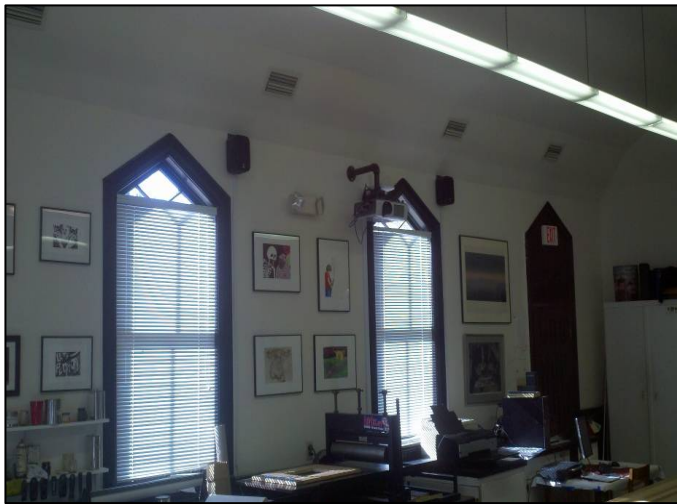
E-2 Electric Panel



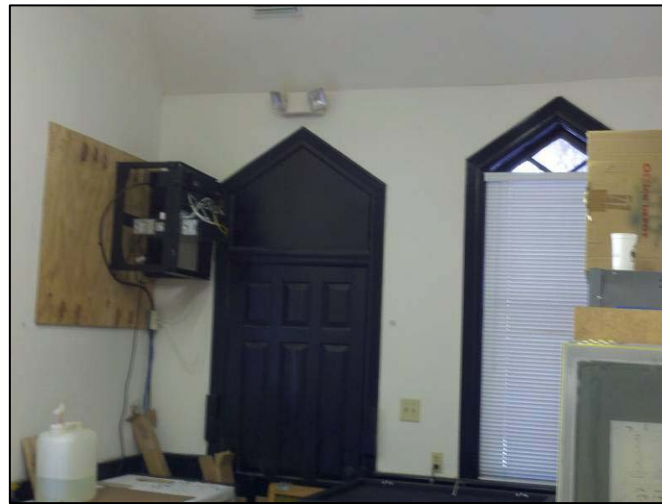
E-3 Electric panel breaker



E-4 Overhead lights



E-5 Overhead lights and projector



E-6 Data terminal



E-7 Emergency lights



E-8 Projection screen

Hazardous Materials Mitigation

Existing Conditions - Known

The building is a former church now being utilized as a community adult art studio. Based on the building's age, lead based paint would have likely been used on the interior as well as the exterior of the building. The interior paint appears in good condition and flaking is absent, however the exterior paint is chalking, cracked and flaking in many places, especially in areas where there has been water intrusion problems associated with a leaking roof. Also based on age, asbestos containing building materials usage was also likely, however the building's interior has been remodeled within the past 10 years with drywall wall covering and fiberglass insulation in the attic spaces. Conditioned air is provided by a conventional heat pump system.

Asbestos Related issues

Prior to further renovation a complete asbestos survey should be completed on the structure in accordance with South Carolina Department of Health and Environmental Control (SCDHEC) guidance. Suspected asbestos containing materials observed are drywall and joint compound and exterior roofing paint (filler).

Any materials found positive for asbestos that would be disturbed as a part of any future renovation would require abatement prior to disturbance. Otherwise, non-disturbed materials may remain in place and managed in place for the prevention of any possible fiber release.

Lead Based Paint issues

The structure is not a pre-1978 residence nor is it a child-occupied facility under the EPA Repair and Renovation Procedure for the control of Lead Hazards regulations; therefore the EPA regulatory standard would not be applicable. The applicable regulatory standards for the preparation for painting are as follows:

- OSHA, Lead in Construction Rules
- SCDHEC, Lead in Waste Rules (Disposal)(See Attached fact sheet)
- EPA and SCDHEC (CERCLA/RCRA) lead in soil

Construction Procedures:

General Work Practices

1. While the EPA RRP rule would not apply to this structure, adherence to the rules requirements would be advisable for the protection of the occupant's health as well as for the protection of the environment.
2. Firms must post signs clearly defining the work area and warning occupants and other persons not involved in renovation activities to remain outside of the work area. These signs should be in the language of the occupants.
3. Prior to the renovation, the firm must contain the work area so that no dust or debris leaves the work area while the renovation is being performed.
4. Work practices listed below are prohibited during a renovation:
 - a. Open-flame burning or torching of lead-based paint;
 - b. Use of machines that remove lead-based paint through high speed operation such as
 - c. sanding, grinding, power planing, needle gun, abrasive blasting, or sandblasting, unless such machines are used with HEPA exhaust control; and Operating a heat gun on lead-based paint at temperatures of 1100 degrees Fahrenheit or higher.
5. Waste from renovation activities must be contained to prevent releases of dust and debris before the waste is removed from the work area for storage or disposal.
6. At the conclusion of each work day and at the conclusion of the renovation, waste that has been collected from renovation activities must be stored to prevent access to and the release of dust and debris.
7. Waste transported from renovation activities must be contained to prevent release of dust and debris.

Work Practice Requirements Specific to Interior Renovations

1. The firm must:
 - a. Remove all objects from the work area or cover them with plastic sheeting with all seams and edges sealed.
 - b. Close and cover all ducts opening in the work area with taped-down plastic sheeting.
 - c. Close windows and doors in the work area. Doors must be covered with plastic sheeting.
 - d. Cover the floor surface with taped-down plastic sheeting in the work area a minimum of six feet beyond the perimeter of surfaces

undergoing renovation or a sufficient distance to contain the dust, whichever is greater.

- e. Use precautions to ensure that all personnel, tools, and other items, including the exteriors of containers of waste, are free of dust and debris when leaving the work area.
 - 1. After the renovation has been completed, the firm must clean the work area until no dust, debris or residue remains.
- f. Collect all paint chips and debris, and seal it in a heavy-duty bag.
- g. Remove and dispose of protective sheeting as waste.
- h. Clean all objects and surfaces in the work area and within two feet of the work area in the following manner:
 - i. Clean walls starting at the ceiling and working down to the floor by either vacuuming with a HEPA vacuum or wiping with a damp cloth.
 - j. Thoroughly vacuum all remaining surfaces and objects in the work area, including furniture and fixtures, with a HEPA vacuum.
 - k. Wipe all remaining surfaces and objects in the work area, except for carpeted or upholstered surfaces, with a damp cloth. Mop uncarpeted floors thoroughly using a mopping method that keeps the wash water separate from the rinse water, or using a wet

Work Practices Requirements Specific to Exterior Renovations

1. The firm must:
 - a. Close all doors and windows within 20 feet of the renovation.
 - b. Ensure that doors within the work area that will be used while the job is being performed are covered with plastic sheeting in a manner that allows workers to pass through while confining dust and debris.
 - c. Cover the ground with plastic sheeting or other disposable impermeable material extending a minimum of 10 feet beyond the perimeter or a sufficient distance to collect falling paint debris, whichever is greater.
 - d. In situations such as where work areas are in close proximity to other buildings, windy conditions, etc., the renovation firm must take extra precautions in containing the work area, like vertical containment.
 - e. After the renovation has been completed, the firm must clean the work area until no dust, debris or residue remains. The firm must:
 - f. Collect all paint chips and debris, and seal it in a heavy-duty bag.
 - g. Remove and dispose of protective sheeting as waste.

- h. Waste transported from renovation activities must be contained to prevent release of dust and debris.

*At no times shall the contractor use pressure washing as a means for paint preparation.

After exterior painting is concluded, recommend the top 2-inches of soil from building extending out by 3 feet (within the drip line of the building) be removed, tested by TCLP (Lead) and appropriately disposed of. New top soil should be replaced and the area grassed or landscaped in a manner that prevents contact with humans or impervious pavement be applied to the area.

The type of landfill where lead waste is accepted is placed on the original total lead in the paint as well as to whether or not the paint is adhered to the component. Paint chips and loose debris should be tested using the TCLP (Lead) laboratory method while painted components that are equal to or exceed the definition of lead based paint must be disposed of in a Subtitle D, Municipal Solid Waste Landfill. See the attached SCDHEC fact sheet for disposal options.

Part IV – Recommendations

Recommendations are provided in list form and are separated as to expenses under the Operating Budget and the Capital Improvements Budget.

Item	Operating Budget	Capital Budget
Site		
Re-grade selected areas to improve storm water flow away from building. Remove grass before grading and replace.		\$ 2,000
Remove continuous log wheel stops and replace with open style wheel stops		\$ 750
Remove palmetto tree at chimney and palmetto tree at rear projecting bay (includes re-planting if possible)		\$ 2,000
Repair low wall		\$ 4,500
Building Envelope – Exterior Walls		
Replace deteriorated trim and siding		\$ 2,750
Scrape, sand, and re-paint (includes windows and doors and remedial containment)		\$28,000
Building Envelope – Windows and Doors		
Repair south rear door, trim, and sill; add weatherstripping, spot window re-glazing		\$ 1,000
Remove masonry stoop and replace with treated wood to meet current code. Install concrete paver supports for stringers. Paint all wood construction.		\$ 1,500
Remove entry porch concrete steps and replace with treated wood steps to meet current code. Paint all wood construction.		\$ 1,000

Item	Operating Budget	Capital Budget
Building Envelope – Crawl Space		
Provide batt under floor insulation where missing and replace worn or damaged insulation.		\$ 750
Re-point brick at piers and support walls where mortar has decayed.		\$ 750
Building Envelope – Roof		
Option 1 Remove existing metal roof and wood shingle roof underneath and replace any deteriorated decking. Replace with Galvalume metal using flat lock panels and double lock seams to replicate existing terne metal roof and paint.		\$45,000
Option 2 Remove existing metal roof and wood shingle roof underneath, replace any deteriorated decking. Replace with fire treated cedar wood shingles.		\$16,800
Chimney		
Re-point brick masonry and clean stucco		\$ 500
Cap chimney flue		\$ 250
Sub-total Architectural Cost		
With Roof Option 1		\$90,750
With Roof Option 2		\$62,550
Structural Systems		
Replace the 6"x 6" vertical post and the 6" x 6" x 3'-6" horizontal support member		\$ 1,200
Provide insect extermination	\$1,000	
Sub-total Structural Cost	\$1,000	\$ 1,200

Item	Operating Budget	Capital Budget
Plumbing Systems		
Clean attic space of bird and insect debris	\$ 150	
Provide new ADA compliant water closet		\$ 950
Provide vacuum breakers on hose connections		\$ 300
Sub-total Plumbing Cost	\$ 150	\$ 1,250
HVAC Systems		
Clean attic space of bird and insect debris	\$ 150	
Replace return air filter	\$ 50	
Sub-total HVAC Cost	\$ 200	
Electrical Systems		
Provide addressable fire alarm system		\$ 5,000
Sub-total Electrical Cost		\$ 5,000
Total Capital Improvements Cost		
Itemized Hard Costs		
With Roof Option 1		\$98,200
With Roof Option 2		\$70,000
As a single bid contract add:		
General conditions		
Option 1		\$14,730
Option 2		\$10,500
Profit		
Option 1		\$11,293
Option 2		\$ 8,050

Bond	
Option 1	\$ 8,696
Option 2	\$ 6,199
Total Capital Improvement Project Cost	
Option 1	\$132,919
Option 2	\$94,749

Total Operating Budget Cost \$ 1,350

Summary of Recommendations

The two significant costs in the Capital Improvement Project are preparation and re-painting of the exterior woodwork and the replacement of the roof. Highlighted below are conditions which affect the costs of those items.

Exterior Woodwork Painting

The implications of re-painting cost occur first with the amount of preparation required for this project. The variety of siding surface shapes includes horizontal clapboards (siding), “fish scale” shingles, and alternating length shingles and requires approximately twice the preparation of typical contemporary wood siding.

The second cost focuses on the identification of the amount of lead that is contained in the existing paint chip waste generated during paint preparation. A representative sample of scraped paint chips (approximately 200 grams or one gallon) will be collected by the contractor for laboratory analysis using the TCLP method prior to paint chip waste disposal. . The analysis will determine how the waste will be classified (either hazardous or non-hazardous) for disposal purposes. If the lead content is greater than five parts per million (ppm), the material is considered hazardous waste and will require disposal in a hazardous waste landfill. If the content is less than five ppm, the material may be disposed of in a local municipal solid waste landfill as non-hazardous waste. Paint chip waste determined to be hazardous will cost an additional \$350 per drum for disposal above and beyond preparation costs. No more than three drums of paint chip waste would be anticipated during paint preparation.

Roof Replacement

During the site visit on 14 November 2011, it was discovered that a wood shingle roof existed under the terne metal roof. A view of the underlayment in the attic revealed that the wood boards were laid in a pattern that allowed the wood shingle to receive air circulation and thus prevent rot. Until the metal roof is removed, it is difficult to analyze the condition of the shingles and the extent of shingle coverage.

The decision of which type of roof should be used for replacement is based on a number of factors. The option for using a cedar wood shingle will require a presentation to the Beaufort Historic Review Board. If the Board is receptive, then other considerations are applicable. The cost of a wood shingle roof is less than half of a metal roof replacement. Wood shingles can be made fire retardant and do not have to be painted. They can be through-stained at the factory if a color proves desirable. Fire retardation and staining increase the material cost which is usually stated per square (100 square feet). Without seeing more of the wood roof, it is difficult to determine if the wood is in shingle form or shake form. Shingles are sawn, and shakes are split. Shingles have a relatively smooth surface while shakes have at least one highly textured natural grain split surface. Material warranties for fire retardant shingles can be obtained for up to fifty years.

The existing terne metal roof consists of short panels which have horizontal flat lock seams and vertical double lock seams. The terne metal is painted as required to prevent rust. Replacement of the roof using metal has a number of factors to consider. It is probable that the Historic Review Board will desire that the existing roof pattern be maintained in the replacement. Where a continuous panel could be formed for the entire length of the roof from edge to ridge, the flat lock short panels will be required. This pattern is more expensive than the straight run and requires a higher level of installation skill.

Terne metal in the United States is manufactured by Follansbee Steel in West Virginia. Unfortunately the company has recently announced that it is going out of business due to lack of demand. Only current orders are being honored. Whether the company is purchased and new production begins cannot be considered at this time. The substitute is Galvalume, which is a patented 55% aluminum-zinc coated sheet steel. It is slightly stiffer than terne (26 gauge versus 28 gauge). The panels can be formed and seamed to replicate the existing roof pattern. It can be painted a color similar to the existing color. A recurring cost for the metal roof is the re-painting which can be required every five to seven years depending on weather conditions.

The remaining \$16,250 of hard architectural costs is for repairs. Included is replacement of missing or deteriorated exterior wood, removal of bird and rodent paths, addition of missing floor insulation, and reduction of storm water concentration around the building.

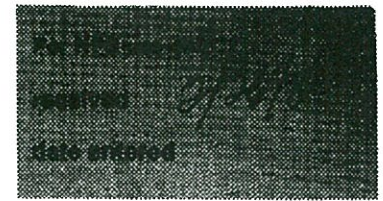
The greatest engineering systems capital improvement cost is the installation of an addressable fire alarm system required by current code. The room configurations with large open spaces within the building allow for good sight lines to alarm devices. The number of alarm devices and related cost is less than would be required for typical office and classroom facilities.

Part V – Appendix

For reference, an excerpt from the National Register of Historic Places Inventory for Beaufort regarding the church and the South Carolina DHEC Lead-based Disposal Fact sheet are enclosed.

United States Department of the Interior
National Park Service

National Register of Historic Places
Inventory—Nomination Form



Continuation sheet 4

Item number

Page

was lined with one, two, and three-story commercial buildings; most of the buildings were frame, although a few were brick or concrete. Examples of extant commercial buildings constructed in the 1870s and 1880s include 715 Bay Street (photo #7), 901 Bay Street (photo #8), and 902, 904, and 910 Bay Street (photo #9), a row of three two-story frame buildings. All of these buildings display features of the Italianate style, including bracketed cornices.

The Colonial Revival style made an impact on residential construction after the hurricane of 1893. Residences revealing the influence of this style include 611 Bay Street (photo #10), built in 1907, and 1103 Bay Street (photo #11), an antebellum house that was remodeled ca. 1900. Around 1900 several imposing residences in the Queen Anne style were constructed, including the Emil E. Lengnick House at 1411 North Street (#12), featuring imbricated shingle siding.(19) An example of a church constructed during this period includes the small Carpenter Gothic church at 600 Carteret Street (photo #13), which was built ca. 1900 for a black Presbyterian congregation.

A nationally popular type, the bungalow, dominated new construction in Beaufort before and after World War I. The houses at 1307 (photo #14) and 1311 North Street (photo #15) and 608 Hamilton Street (photo #16) are examples of bungalows constructed during this period.(20) Several public buildings were constructed in the relatively prosperous period around World War I. In 1911 the City commissioned the city hall at 701 Craven Street (photo #17). The brick building featuring elements of the Neoclassical Revival style was designed by architects Wilson and Sompayrac. A federal post office at 300 Carteret Street (photo #18), designed by federal architect J.A. Wetmore, and a Carnegie library, designed by J.H. Sams were built in 1917.

Several commercial buildings along Bay Street were constructed or remodeled between ca. 1900 and ca. 1930. Some of these replaced buildings destroyed by fire in 1907 and 1925.(21) Examples of early twentieth century commercial buildings include 701 Bay Street (photo #19) and 509 Carteret Street (photo #20). Commercial buildings of this period are typically built of brick and feature modest decorative detail such as corbeling.

As would be expected from the depressed condition of the economy of the town, relatively few buildings were constructed in the area included in the Beaufort Historic District between ca. 1925 and ca. 1935. Architectural examples representing the 1930s include the Beaufort County Courthouse at 1503 Bay Street (photo #21), originally constructed in 1883 and remodeled in 1936 in the Art Deco mode by architect Willis Irvin.

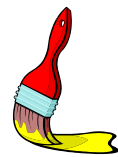


Lead-based Paint Disposal Fact Sheet

Terms You Should Know:

- ≡ **LEAD-BASED PAINT** - paint containing $>0.06\%$ (>600 ppm) *total lead*; or ≥ 0.7 mg/cm² **XRF**.
- ≡ **MUNICIPAL SOLID WASTE LANDFILL (MSWLF)** - A lined landfill with a leachate collection system & ground water monitoring that accepts municipal solid waste (garbage.) These landfills can accept waste painted with lead-based paint.
- ≡ **CONSTRUCTION, DEMOLITION, & LAND-CLEARING DEBRIS LANDFILL, a.k.a., "C&D Landfill"** - A landfill that accepts certain construction & demolition debris and land-clearing debris & yard trash. These landfills can NOT accept waste painted with lead-based paint.
- ≡ **"Total lead" analysis** - reveals the total amount of lead contained in the media being tested and is expressed in "ppm for Total lead"; used to determine acceptability of lead-based painted C&D waste for disposal at C&D landfills; when the total lead level on painted waste exceeds 0.06% by weight (>600 ppm) - the waste is NOT acceptable for disposal at a C&D landfill.
- ≡ **"TCLP" analysis** - (Toxicity characteristic leaching procedure) is used to determine whether or not a waste is a characteristic hazardous waste due to leachability and is expressed in mg/l; ≥ 5.0 mg/l is considered hazardous under the SC Hazardous Waste Management Regulation.
- ≡ **"XRF" analysis** - (X-ray Fluorescence Spectrum Analyzer) is used in-situ to determine the presence of lead-based paint; a reading of ≥ 0.7 mg/cm² means lead-based paint is present and, therefore, the painted waste is NOT acceptable at a C&D landfill. (The XRF analyzer must be licensed with DHEC.)

Facts You Should Know:



- ≡ C&D Landfills **CAN NOT** accept wastes painted with lead-based paint.
- ≡ All wastes painted with lead-based paint may be disposed in a Municipal Solid Waste Landfill.
- ≡ When determining proper disposal (C&D vs. MSWLF) for painted waste, one of the following methods must be used to test for the presence of lead-based paint. Analyze paint:
 - γ For total lead, *not* **TCLP** (All chemical analyses must be done by a laboratory certified by either DHEC or EPA's NLLAP (National Lead Laboratory Accreditation Program.); **OR**,
 - γ Using a X-ray Fluorescence (XRF) Spectrum Analyzer (S.C. licensed.)

≡ When paint is chemically removed, scraped, or sandblasted from a structure, the paint residue - after removal from the substrate - must ALWAYS be tested for lead using **TCLP** to determine if it is a “hazardous waste.” This requirement does NOT apply to paint residue removed from a home or residence. (Paint residue generated from a home or residence is considered household hazardous waste.)

≡ Generators that meet the requirements of a “conditionally exempt small quantity generator” pursuant to R.61-79.261.5, may dispose of hazardous waste in a Subtitle D landfill with approval from the landfill in lieu of disposal in a Subtitle C landfill.

≡ With regard to disposal, all non-hazardous wastes painted with “lead-based paint” are still considered “solid waste” NOT “hazardous wastes.”

TYPES OF LANDFILLS	DESCRIPTION OF LANDFILL	ACCEPTABLE WASTE	DETERMINATION OF LEAD LEVEL
C&D	Construction, Demolition, & Land-Clearing Debris Landfill; Least protected type landfill; no liners, & no groundwater monitoring	See Regulation 61-107.11, Appendix I (NO waste painted with lead-based paint)	Analyze paint using <i>Total Lead analysis, or XRF analyzer</i> . [<i>Total Pb levels >600 ppm & XRF levels ≥ 0.7 mg/cm² are NOT acceptable for disposal.</i>]
MSWLF (Subtitle D)	Municipal Solid Waste Landfill; Synthetic liner & leachate collection system	- Can accept C&D waste painted with lead-based paint. - May accept hazardous wastes from “conditionally exempt small quantity generators” if acceptable under their Special Waste Plan.	- No testing required by DHEC - TCLP
Subtitle C ξ	Hazardous waste landfill	Paint residue with >5.0 mg/l lead	TCLP

ξ *Disposal in a Subtitle C landfill does NOT apply to waste generated by construction or demolition activities conducted on a household or residence.*

Recycling C&D Waste Paint with Lead-based Paint:



≡ Metals painted with lead-based paint **CAN** be recycled - without removing the paint.

≡ Unless otherwise approved by the Department, C&D debris painted with lead-based paint can **NOT** be used as:

- γ mulch,
- γ fill material, or
- γ roadbed

Ω **EXCEPTION:** Crushed brick and block can be used for road bed **IF** it will be encapsulated in asphalt or cement.

Best Management Practices Recommended by EPA:

EPA encourages residents and contractors managing waste painted with lead-based paint from households to take common sense measures to minimize the generation of lead dust, limit access to stored wastes painted with lead-based paint and maintain the integrity of waste packaging material during transfer of the waste. The following actions are recommended:

- _ Collect paint chips and dust, and dirt and rubble in plastic trash bags for disposal;
- _ Store larger lead-base painted architectural debris pieces in containers until ready for disposal;
- _ Consider using a covered mobile dumpster (such as a roll-off container for storage of debris until the job is done;
- _ Follow the guide lines contained in this Fact Sheet for proper disposal of waste painted with lead-based paint.

NOTE:

Contractors working in residential dwellings are subject to either one or both of the following:

_ The HUD Guidance for contractors doing publicly funded rehabilitation/renovation projects in public housing can be accessed via the Internet at <http://www.hud.gov/lea/learules.html>.

_ TSCA 402/404 training and certification requirements. (See 40 CFR Part 745; 61 FR 45778, August 29, 1996) and the proposed TSCA onsite management standards (See 40 CFR Part 745, Subpart P; 63 FR 70227 -70230, Dec. 18, 1998.)

[The above-mentioned BMPs for households are similar to those included in the HUD Guidelines for individuals controlling lead-based paint (LBP) hazards in housing. HUD requires that contractors using HUD funding adhere to LBP hazard control guidelines. Non-adherence to these guidelines can potentially result in the loss of funding.]

University of South Carolina Pre Bid Sign In Sheet

Columbia, South Carolina

Project Name: USCB Art Studio Exterior Repairs
 Project Number: H36-9512
 Pre Bid Date & Time: August 27, 2013 @ 3PM

Name	Company	Address	Phone #	Email
Dwight Colheart	USC Columbia Main Campus	745 6-eme St. Columbia, SC 29208	803-240-5314	dcolheart@unc.sc.edu
S.D. Harvey	USCB	25 W. Campuses Blvd Bluffton, SC 29910	843-590-9778	sharvey@uscb.edu
Jackie Holmes	USCB	801 Chapel 29908	843-521-4140 # 843-368-1296	jholmes@uscb.edu
Lance Gooding	GOODING CONTR.	19 B MARKET SUITE 1	843-846-0007	lance@goodingcontractors.com
Bill BEITZ	NEUTECH, INC	6 GHOST ROAD BLUFFTON, SC 29910	843-704-3760	wfbetz@hol.com
John Shellenberg	Midwest Maintenance, Inc.	4268 Belair Franchise Rd. Augusta, GA. 30909	706-855-8888	john@midwestmaintenance.com
JASON TILKES	REAVONT DESIGN BUILD	73 SEA ISLAND PLUSY STE 30 29907	843-263-1165	JASONT@REAVONTDESIGNBUILD.com
John Goodman	Freehand Construction Co. Inc.	1625 MARY ST Road 2455 Charleston, S.C.	843-442-9453	jgoodman@freehandconstruction.com
David Carter	Charles Carter	P.O. Box 633 Sumner, SC	843-821-2504	dandcarter@aol.com

*Please make sure you list your company name as registered with IIR.

*By signing and providing your email address, you are authorizing the University of South Carolina to send you information electronically.

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30 min
10/20/13

SE-330 – LUMP SUM BID

2011 Edition
Rev. 9/21/2011

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

BID SUBMITTED BY: _____
(Bidder's Name)

BID SUBMITTED TO: USC-Beaufort
(Owner's Name)

FOR PROJECT: PROJECT NAME USCB Art Studio- Exterior Repairs
PROJECT NUMBER H36-9512

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):*

1. Exterior repair and replacement of Historic Church now used as an Art Studio. Building was built ca. 1880.
2. Major systems: Structural adjustment and Repair, Roofing Replacement, Stair/Ramp Replacement and Paint / Trim repair.
3. Site Work Demo, Landscape, Irrigation

_____, which sum is hereafter called the Base Bid.

(Bidder - insert Base Bid Amount on line above)

SE-330 – LUMP SUM BID

2011 Edition
Rev. 9/21/2011

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

ALTERNATE # 1 (Brief Description): Site Drainage System and Associated Work

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

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

ALTERNATE # 2 (Brief Description): _____

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

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

ALTERNATE # 3 (Brief Description): _____

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

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

**SE-330 – LUMP SUM BID
 BID FORM**

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

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

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

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

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 \$ 250 for each calendar day the actual construction time required to achieve Substantial Completion exceeds the specified or adjusted time for Substantial Completion as provided in the Contract Documents. This sum is intended by the parties as the predetermined measure of compensation for actual damages, not as a penalty for nonperformance.

§ 10. AGREEMENTS

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

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

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

§ 11. ELECTRONIC BID BOND

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

Electronic Bid Bond Number: _____

Signature and Title: _____

**SE-330 – LUMP SUM BID
BID FORM**

BIDDER'S TAXPAYER IDENTIFICATION

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER: _____

OR

SOCIAL SECURITY NUMBER: _____

CONTRACTOR'S CLASSIFICATIONS AND SUBCLASSIFICATIONS WITH LIMITATIONS

Classification(s) & Limits: _____

Subclassification(s) & Limits: _____

SC Contractor's License Number(s): _____

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

SIGNATURE

BIDDER'S LEGAL NAME: _____

ADDRESS: _____

BY: _____
(Signature)

DATE: _____

TITLE: _____

TELEPHONE: _____

EMAIL: _____

SE-310 REQUEST FOR ADVERTISEMENT

PROJECT NAME: USCB Art Studio- Exterior Repairs

PROJECT NUMBER: H36-9512

PROJECT LOCATION: 602 Carteret Street Beaufort, SC

Contractor may be subject to performance appraisal at close of project

BID SECURITY REQUIRED? Yes No

PERFORMANCE & PAYMENT BONDS REQUIRED? Yes No

CONSTRUCTION COST RANGE: \$150,000-250,000

DESCRIPTION OF PROJECT: Exterior repairs at historic art studio. Small and minority business participation is strongly encouraged

A/E NAME: Brown Design Studio

A/E CONTACT: Eric Brown

A/E ADDRESS: Street/PO Box: 19 A Market #2

City: Beaufort

State: SC ZIP: 29906

EMAIL: eric@brownds.com

TELEPHONE: (843)-986-9610

FAX: NONE

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

BIDDING DOCUMENTS/PLANS MAY BE OBTAINED FROM: <http://purchasing.sc.edu> (See Facilities/Construction Solicitation & Awards)

PLAN DEPOSIT AMOUNT: 0 **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):*

It is the contractor's responsibility to download all specs, plans, addenda and any other material related to the project from the purchasing website. <http://purchasing.sc.edu>

Bidders are responsible for obtaining all updates to bidding documents from the USC Purchasing website.

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

DATE: 8/27/13 **TIME:** 3 PM **PLACE:** On Site; 602 Carteret St. Beaufort, SC

AGENCY: University of South Carolina

NAME OF AGENCY PROCUREMENT OFFICER: Juaquana Brookins

ADDRESS: Street/PO Box: 743 Greene Street

City: Columbia

State: SC ZIP: 29201

EMAIL: jbrookin@fmc.sc.edu

TELEPHONE: (803)-777-3596

FAX: (803)-777-7334

BID CLOSING DATE: 9/12/13 **TIME:** 1 PM **LOCATION:** Business Office Conf. Room- Room 142 (War Room)

BID DELIVERY ADDRESSES:

HAND-DELIVERY:

Attn: ATT: Nadine Robenson

Beaufort Campus

Business Office - Room 114

Beaufort, SC 29902

MAIL SERVICE:

Attn: ATT: Nadine Robenson

Beaufort Campus

Business Office - Room 114

Beaufort, SC 29902

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

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

DATE: _____

structure appears to have been originally constructed as a single-family residence, and was vacant on the day of the assessment.

Art Studio

This is a 1,687 square foot, one-story wood framed former church, with wood siding, pitched metal roof, and crawl space foundation. Interior finishes consist of sheetrock walls and ceilings, wood flooring, and limited vinyl flooring. The structure was originally constructed as a church, and is currently used as an art studio.

Marine Science Building

This is a 5,986 square foot, two-story brick building with a pitched shingle roof, and slab on grade foundation. Interior finishes consist of cmu walls, pre-cast concrete ceilings, bare concrete floors, and limited quarry tile flooring. The structure is currently used as science laboratories and faculty offices.

Asbestos

The asbestos assessment included the bulk sampling and analysis of suspect ACMs, which included sheetrock and associated joint compound, plaster, spray-applied ceiling texture, spray-applied fireproofing, flooring felts, acoustical ceiling tiles, vinyl floor tiles and associated mastics, sheet flooring and associated mastic, cove base and associated mastic, stair treads and associated mastic, duct mastic, cementitious hood panels, window glazing, and crawlspace debris. Bulk sampling and analysis of roofing materials was not included as part of this assessment. Of the bulk samples collected and analyzed from the subject buildings, asbestos in concentrations greater than one percent (>1%) was detected in the following materials:

Summary of Confirmed Asbestos Containing Materials

Material	HA	Location	Asbestos Type	Percent	Condition	Potential for Disturbance	*Approx. Quantity
Grayson House							
Joint compound and associated sheetrock	SR2	Stairwell to basement	Chrysotile	2	G, F	LPD	260 SF
Window glazing	WG	Exterior	Chrysotile	2	G, F	LPD	980 LF
Performing Arts Center							
Mastic (black) associated with floor tile (12" white)	FT2	See Fig. 2.1	Chrysotile	4	G, NF	LPD	955 SF
Mastic (black) associated with floor tile (12" blue)	FT3	See Fig. 2.1	Chrysotile	3	G, NF	LPD	350 SF
Cementitious panels associated with ventilation hoods	TR	Lab 113	Chrysotile	12	G, NF	LPD	70 SF
Laboratory counter tops	LC	Lab 113	Assumed	NA	G, NF	LPD	315 SF

Summary of Confirmed Asbestos Containing Materials (continued)

Material	HA	Location	Asbestos Type	Percent	Condition	Potential for Disturbance	*Approx. Quantity
Sand Stone Building							
Mastic (black) associated with floor tile (12" white)	FT1	See Fig. 4.0	Chrysotile	3	G, NF	LPD	3,960 SF
Mastic (black) associated with floor tile (12" tan)	FT2	See Fig. 4.0	Chrysotile	5	G, NF	LPD	120 SF

NF = non-friable

SF = square feet

LPD = low potential for disturbance

G = good condition

LF = linear feet

PD = potential for disturbance

D = damaged

HA = homogeneous area

PSD = potential for sig. disturbance

*Note: The quantities are estimated and should not be used for bidding purposes; field verification should be performed.

Asbestos containing materials were identified in the Grayson House, Performing Arts Center, and Sand Stone Building. The identified asbestos containing joint compound and associated sheetrock, and window glazing are classified as friable ACMs, in good condition, with a low potential for disturbance. The identified asbestos containing mastics associated with non-asbestos floor tiles are classified as Category I non-friable ACMs, in good condition, with a low potential for disturbance. The identified asbestos containing cementitious hood panels and assumed asbestos containing laboratory countertops are classified as Category II non-friable materials in good condition as well. No asbestos was detected in the remaining suspect materials sampled and analyzed. Based on the bulk samples collected and analyzed from the Beaufort College, Marine Science Building, Barnwell House, and Art Studio, no ACMs were identified. The Environmental Protection Agency (EPA) and South Carolina Department of Health & Environmental Control (SCDHEC) define materials as asbestos containing if an asbestos content >1% is detected in a representative sample.

SCDHEC and EPA requires that ACMs which will be disturbed by renovation activities must be properly removed and disposed by a SCDHEC licensed contractor, prior to the planned destructive activities. Prior to any destructive activities to suspect ACMs associated with the roofing materials of the subject buildings, bulk samples should be collected and analyzed for asbestos content. A copy of this report should also be provided to the contractor(s) to assist with compliance with applicable State and Federal regulations.

A copy of the Inspector/Management Planner licenses are provided in Appendix I, and the asbestos bulk sample analysis sheets and chain of custody records are included in Appendix II. A diagram of the bulk sample locations and confirmed ACMs is provided in Appendix III.

Lead-based Paint Assessment

Based on the testing conducted on the interior and exterior of the referenced structures painted surfaces exhibiting lead concentrations applicable to the SCDHEC disposal limit of 0.7 milligrams per square centimeter (mg/cm^2) were identified. Most of the painted surfaces tested exhibited detectable levels of lead, which are applicable to the standards of OSHA regulation 29 CFR 1926.62 (Lead in Construction). For the purpose of this assessment, painted surfaces exceeding the SCDHEC disposal limit of $0.7 \text{ mg}/\text{cm}^2$ are considered lead-based paint. Based on the lead testing performed, lead concentrations applicable to SCDHEC disposal standards ($\geq 0.7 \text{ mg}/\text{cm}^2$) were identified in the following coatings:

Grayson House

- Interior and exterior lintels (intact condition);
- Interior and exterior door casings (intact condition);
- Exterior window components and lintels (intact condition);
- Exterior handrails on roof (poor condition); and
- Exterior porch ceiling.

Performing Arts Center

- Interior and exterior door lintels (intact condition);
- Interior metal staircase balusters (intact condition); and
- Rubber bumper at loading dock (intact condition).

Beaufort College

- Interior and exterior door casings (intact condition); and
- Interior staircase balusters (intact condition).

Sandstone Building

- Exterior door lintels (intact condition).

Barnwell House (705 Prince Street)

- Interior baseboards (intact condition);
- Interior and exterior window components (intact condition);
- Interior and exterior doors and door casings (intact condition);
- Interior stair risers and stringers (intact condition);
- Interior crown molding (intact condition);
- Interior fireplace mantle (intact condition);
- Exterior porch columns and balusters (intact condition); and
- Exterior siding (intact condition).

Art Studio

- Exterior siding and trim (intact condition);
- Exterior window components (intact condition); and
- Exterior porch components (intact condition).

Marine Science Building

- No painted components tested exhibited a lead content 0.7 mg/cm² or greater, however detectable levels of lead, applicable to OSHA, were identified.

Lead-based paint coated components that will be discarded require proper disposal in a Municipal Solid Waste (MSW) Subtitle D, lined landfill. Accumulations of paint waste (chips, dust, or flakes) must be tested by the Toxicity Characteristic Leachate Procedure (TCLP) to determine if the waste is classified as hazardous, which requires disposal in a Subtitle C (hazardous waste) landfill. Lead waste, at a minimum, must be disposed in a MSW (Subtitle D), lined landfill.

Destructive actions to paint containing detectable levels of lead (component removal, demolition, sanding, grinding, burning, paint preparation, etc.) will require the contractor to comply with the standards of OSHA 29 CFR 1926.62, including but not limited to training, initial exposure monitoring, the use of personal protective equipment, and medical surveillance.

The summary of XRF spectrum lead analyzer readings is provided in Appendix IV.

1.0 BACKGROUND

An asbestos and lead-based paint assessment was conducted in March 2010 of seven (7) buildings operated by the University of South Carolina – Beaufort (USCB) located in Beaufort, South Carolina. The purpose of the assessment was to identify the presence of ACMs and lead based paints for informational and maintenance purposes. The following buildings and facilities are included as part of this assessment report:

Grayson House

This is a 2,190 square foot, two-story wood framed building with wood siding and a pitched shingle roof. The structure is built on a crawl space foundation, with a small basement in the center. Interior finishes consist of sheetrock and/or plaster walls and ceilings, carpet over hardwood flooring, and limited vinyl flooring. The structure appears to have been originally constructed as a single-family residence, and is currently used as faculty offices.

Performing Arts Center

This is a 36,366 square foot, two-story wood framed building with brick exterior, pitched metal roof, and crawl space foundation. Interior finishes consist of concrete masonry unit (cmu) and sheetrock walls, sheetrock ceilings with limited suspended ceilings, carpet over



Peel Away® 1 Heavy Duty Paint Removal System - Removes up to 30 Coats

1. **Product Description & Use:** The Peel Away® 1 Complete Removal System is an environmentally safe method for removing up to 30+ coats of paint in a single application from most surfaces, (i.e., wood, brick, Concrete, stone, stucco, plaster, cast iron, steel, marble, and fiberglass). *See Limitations for surfaces and coatings not recommended for Peel Away® 1. The Peel Away® 1 Complete Removal System includes paste remover, application tool, Peel Away® Paper, and Citri-Lize™ neutralizer. The Peel Away® 1 paste remover is spread or sprayed over the surface to be stripped. The Peel Away® 1 paste remover is then covered with fibrous laminated Peel Away® Paper, which controls evaporation and is left on until all of the paint is dissolved. The paste and paint adhere to the paper during removal. The stripped surface is then washed with clean water, and finally, neutralized using our new Citri-Lize™ neutralizer included in the kit (see Citri-Lize™ tech data for instructions). Peel Away® 1 Complete Removal System is excellent for intricate, carved, or molded surfaces, and is highly recommended for historic restorations and other projects involving lead-based paint abatement.

Lead Paint Abatement Advantages: (1) Peel Away® Paper keeps paste and paint in a wet or damp state, preventing lead particles from getting into the air or onto the surrounding area; and (2) When the fibrous laminated Peel Away® Paper is removed, the bulk of the paste and lead paint comes off with it for easy disposal. Refer to federal and local regulations for disposal of lead-based material.

2. **Features & Benefits:**

- One application can remove 30+ coats of paint
- Formulated without methylene chloride or flammable solvents; does not generate hazardous fumes.
- Non-toxic, non-carcinogenic, and nonflammable; VOC = 0
- Controls lead-dust dispersal on historic restoration and lead abatement projects.

3. **Limitations:** Product efficiency is greatly reduced below a temperature of 40°F. Not recommended for use on veneer, plywood, drywall, aluminum and hardwoods. (will darken hardwoods, use only if planning to repaint). Not recommended for the removal of most epoxies, urethanes, chlorinated rubber, cementitious paints, baked finishes, or other high-performance coatings.

4. **Test Patch:** Always prepare a test area on each type of surface and paint coating prior to full application. Testing before beginning the project is the best way to ensure product suitability. This will also teach the user how to handle the product, gauge how thickly to apply the paste, and determine how long the paste/paper must remain in place (dwell time) before removing. Applying the paste too thickly or unevenly, or, removing paste and paper too quickly, may result in need for more than one application, increasing your labor and material costs.

5. Precautions & Safety Requirements:

Peel Away® 1 is an alkaline formula that can cause severe burns when in contact with exposed skin. Wear long rubber or latex gloves, taped at the sleeve. Always wear face shield or goggles. Wear face /head protection when using this product overhead and/or at and face level or above. When spraying or washing down, wear rubber or polyethylene rain suit. Follow manufacturer instructions when spraying.

6. Preparation: Cover and protect areas where stripping is not desired, including adjoining surfaces where overspray may travel. Polyethylene and masking tape create an effective barrier. Plants and other foliage should be covered during application. For interior use, use polyethylene and masking tape to cover and protect adjacent surfaces, including flooring. Note: **Peel Away® 1** will not affect glass or plastic surfaces, but will etch aluminum.

7. Application & Spread Rate: Using a trowel or specialized spray equipment, apply paste 1/8" to 1/4" (refer to patch test results) according to age and thickness of paint. When applying by trowel to irregular surfaces, use a nylon brush to force paste into crevices. Use fibrous laminated **Peel Away® Paper** to cover paste, applying paper with printed side facing out. Smooth out air pockets; pierce remaining air bubbles. Leave paper-covered paste in place for dwell time determined during patch testing. **Peel Away® 1** provides an average spread rate of approximately 20 sq. ft. per gallon; results may vary.

8. Removal: Remove by sliding plastic **Peel Away® 1** removal tool or putty/taping knife beneath paper, paste and paint keeping surface tension and removing in one complete piece.

9. Clean Up:

- **Exterior Clean Up:** Before beginning, use polyethylene to protect plant life and adjacent surfaces from splash back and run down. Use a power washer or garden hose to mist surface with clean water. Use a nylon bristle scrub brush to loosen remaining residue, paying particular attention to crevices, grooves and cracks. Rinse thoroughly to remove all remaining residue. (For

optimal results, low pressure power washing is recommended for final rinse.) Let dry for a minimum of 24 hours before neutralizing. Collect material removed and dispose of in compliance with local regulations.

- **Interior Clean Up:** Before beginning, use polyethylene and masking tape to cover and protect adjacent surfaces, including flooring. Use a spray bottle, or pail and sponge, to rinse surface with clean water. Use a nylon bristle scrub brush to loosen remaining residue, paying particular attention to crevices, grooves and cracks. Rinse thoroughly to remove all remaining residue. Let dry for minimum of 24 hours before neutralizing. Collect material removed and dispose of in compliance with local regulations.

10. Neutralization: Use **Citri-Lize™ Neutralizer** (included in the kit) for the neutralization process; follow product instructions. Failure to properly clean and neutralize the surface as directed may result in an alkaline residue that may cause hazing and/or subsequent coating failure.

11. Re-Painting Wooden Surfaces: For best results, monitor wooden surfaces with moisture meter before re-painting. At readings above 15%, wood is too damp; readings of 12% or lower are optimal. Cedar, Redwood and Cypress woods have high water soluble content (resin and/or tannic acid) and require extra drying time (90 days or longer in some instances) before painting. For best results, use 100% acrylic primers when repainting wooden surfaces. This will allow the surface to breathe, and in most cases, will compensate for any higher level of pH left on the surface.

12. Availability & Cost: **Peel Away®** products are available through a nationwide network of paint and hardware stores, and construction and safety supply distributors. For outlet nearest you, call 800-245-1191 or email info@dumondglobal.com. Cost will vary depending upon conditions and number of coats to be removed. **Peel Away® 1** provides an average coverage rate of 20 sq. feet per gallon.

13. **Warranty:** Peel Away® products are available through a nationwide network of paint and hardware stores, and construction and safety supply distributors. For outlet nearest you, call 800-245-1191 or email info@dumondglobal.com. Cost will vary depending upon conditions and number of coats to be removed. Peel Away® 1 provides an average coverage rate of 20 sq. feet per gallon.

14. **Technical Services:** Dumond's expert staff is available to answer technical questions and provide product-specific information required by architects, specifiers, contractors and property owners. Expert, on-site assistance is available at no additional cost. Call 800-245-1191 or email info@dumondglobal.com with product or technical questions.

Technical Data

Form:	White Paste
Viscosity:	26.5
Specific Gravity:	1.44
Wt. /Gal.:	12.0 pounds
Flash Point:	None
Solid Content:	58.0
VOC:	0
pH:	13.0

Chrissy Vertosick

From: Lindsay McKnight [lmcknight@mbkahn.com]
Sent: Monday, July 01, 2013 9:16 PM
To: Preferred Construction
Subject: Re: COC Firestation 9 - Pay App 1 Status

I hope so. I'll check with the owner tomorrow when I am on site.

Lindsay S. McKnight
Project Manager
M. B. Kahn Construction., Inc.
Coastal Division
Direct: 843-234-6456

On Mon, Jul 1, 2013 at 12:20 PM, Preferred Construction <prefcon@bellsouth.net> wrote:

Lindsay,
David called the office and asked me to follow up with you on status of payment for the pay app 1 in amount of 4500.00. Do you expect it to be received from owner soon so we can get our check?
Thanks,
Christine V.
Preferred Painting, LLC

Issue Date 01-Jan-2008

Revision Date 12-Dec-2012

Version 1

1. PRODUCT AND COMPANY IDENTIFICATION

Product Identifier

Product Name Peel Away 1

Other Means of Identification

SDS # DCI-009

UN/ID No UN1823

Recommended Use of the Chemical and Restrictions on Use

Recommended Use Paint remover.

Details of the Supplier of the Safety Data Sheet
Supplier Address

 Dumond Chemicals, Inc.
 83 General Warren Blvd
 Suite 190
 Malvern, PA 19355

Emergency Telephone Number

 Company Phone Number 1-609-655-7700
 Emergency Telephone INFOTRAC 1-352-323-3500 (International)
 1-800-535-5053 (North America)

2. HAZARDS IDENTIFICATION

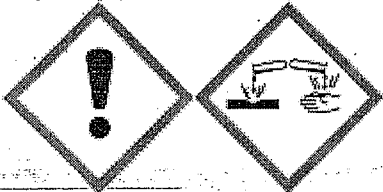
Classification

Skin corrosion/irritation	Category 1 Sub-category B
Serious eye damage/eye irritation	Category 1
Specific target organ toxicity (single exposure)	Category 3

Signal Word

Danger

Hazard Statements

 Causes severe skin burns and eye damage
 May cause respiratory irritation. May cause drowsiness or dizziness


Appearance White paste

Physical State Paste

Odor None

Precautionary Statements - Prevention

Do not breathe dust/fume/gas/mist/vapors/spray
 Wash face, hands and any exposed skin thoroughly after handling
 Wear protective gloves/protective clothing/eye protection/face protection
 Use only outdoors or in a well-ventilated area

Precautionary Statements - Response

Immediately call a POISON CENTER or doctor/physician
 IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.
 Immediately call a POISON CENTER or doctor/physician
 IF ON SKIN (or hair): Remove/Take off immediately all contaminated clothing. Rinse skin with water/shower
 Wash contaminated clothing before reuse.
 IF INHALED: Remove victim to fresh air and keep at rest in a position comfortable for breathing.
 Immediately call a POISON CENTER or doctor/physician
 Call a POISON CENTER or doctor/physician if you feel unwell
 IF SWALLOWED: Rinse mouth. DO NOT induce vomiting

Precautionary Statements - Storage

Store locked up
 Store in a well-ventilated place. Keep container tightly closed

Precautionary Statements - Disposal

Dispose of contents/container to an approved waste disposal plant

3. COMPOSITION/INFORMATION ON INGREDIENTS

Chemical Family

Alkaline.

Chemical Name	CAS No	Weight-%
Calcium hydroxide	1305-62-0	21
Magnesium hydroxide	1309-42-8	16
Sodium hydroxide	1310-73-2	9

4. FIRST AID MEASURES

First Aid Measures

Inhalation Remove to fresh air. Immediate medical attention is required.

Eye Contact Immediately flush with plenty of water. After initial flushing, remove any contact lenses and continue flushing for at least 15 minutes. Call a physician immediately.

Ingestion If conscious, give water or milk. Do NOT induce vomiting. Get medical attention if necessary.

Skin Contact Wash off immediately with plenty of water for at least 15 minutes. Remove contaminated clothing and shoes. Get medical attention if irritation occurs.

Most Important Symptoms and Effects, both Acute and Delayed

Symptoms May cause dermatitis or irritation in some individuals upon prolonged contact. May cause severe chemical burns with reddening and pain. Causes eye irritation. Causes skin irritation. May cause irritation to the mucous membranes and upper respiratory tract. Ingestion may cause severe burns to mouth, throat or stomach.

Indication of any Immediate Medical Attention and Special Treatment Needed

Note to Physicians Treat symptomatically. Individuals with chronic respiratory or skin diseases may be at risk from exposure.

5. FIRE-FIGHTING MEASURES**Suitable Extinguishing Media**

Use extinguishing measures that are appropriate to local circumstances and the surrounding environment.

Unsuitable Extinguishing Media Not determined.

Specific Hazards Arising from the Chemical

At elevated temperatures, containers may rupture. Contents are corrosive and all personal contact must be avoided.

Protective Equipment and Precautions for Firefighters

As in any fire, wear self-contained breathing apparatus pressure-demand, MSHA/NIOSH (approved or equivalent) and full protective gear. Cool containers with flooding quantities of water until well after fire is out. Do not breathe vapors or gases. Do not use water directly on fire.

6. ACCIDENTAL RELEASE MEASURES**Personal Precautions, Protective Equipment and Emergency Procedures**

Personal Precautions Use personal protective equipment as required.

Environmental Precautions Do not allow into any sewer, on the ground or into any body of water.

Methods and Material for Containment and Cleaning Up

Methods for Containment Prevent further leakage or spillage if safe to do so.

Methods for Cleaning Up Keep in suitable, closed containers for disposal. Wash spill area with plenty of water. Spills and releases may have to be reported to Federal and/or local authorities. See section 15.

7. HANDLING AND STORAGE**Precautions for Safe Handling**

Advice on Safe Handling Handle in accordance with good industrial hygiene and safety practice. Wash face, hands, and any exposed skin thoroughly after handling. Do not breathe dust/fume/gas/mist/vapors/spray. Use only in well-ventilated areas.

Conditions for Safe Storage, Including any Incompatibilities

Storage Conditions Store in a cool, well ventilated area away from acids and other incompatible substances. Store locked-up.

Incompatible Materials Acids. Organic halogen compounds. Nitromethane. Flammable liquid. Metals such as aluminum, tin, and zinc.

8. EXPOSURE CONTROLS/PERSONAL PROTECTION**Exposure Guidelines**

Chemical Name	ACGIH TLV	OSHA PEL	NIOSH IDLH
---------------	-----------	----------	------------

Calcium hydroxide 1305-62-0	TWA: 5 mg/m ³	TWA: 15 mg/m ³ total dust TWA: 5 mg/m ³ respirable fraction (vacated) TWA: 5 mg/m ³ not in effect as a result of reconsideration	TWA: 5 mg/m ³
Sodium hydroxide 1310-73-2	Ceiling: 2 mg/m ³	TWA: 2 mg/m ³ (vacated) Ceiling: 2 mg/m ³	IDLH: 10 mg/m ³ Ceiling: 2 mg/m ³

Appropriate Engineering Controls**Engineering Controls**

Apply technical measures to comply with the occupational exposure limits: Use in a well-ventilated location (eg. local exhaust ventilation, fans). Showers. Eyewash stations.

Individual Protection Measures, such as Personal Protective Equipment**Eye/Face Protection**

Chemical safety goggles/faceshield

Skin and Body Protection

Wear suitable protective clothing. Rubber, neoprene, or other impervious gloves are recommended to prevent skin contact. Selection of specific items such as face shield, boots, apron, or full body suit will depend on the task.

Respiratory Protection

Ensure adequate ventilation, especially in confined areas. For spray application, a NIOSH approved dust respirator and eye protection.

General Hygiene Considerations

Handle in accordance with good industrial hygiene and safety practice.

9. PHYSICAL AND CHEMICAL PROPERTIES**Information on Basic Physical and Chemical Properties**

Physical State	Paste	Odor	None
Appearance	White paste	Odor threshold	Not determined
Color	White		
Property	Values	Remarks • Method	
pH	12		
Melting point/freezing point	Not determined		
Boiling point/boiling range	> 100 °C / >212 °F		
Flash point	None		
Evaporation rate	Same as water		
Flammability (solid, gas)	Not determined		
Flammability limits in air			
Upper flammability limits	Not applicable		
Lower flammability limit	Not applicable		
Vapor pressure	Same as water	@ 20 C	
Vapor density	Same as water		
Specific gravity	1.33		
Water solubility	Completely soluble		
Solubility in other solvents	Not determined		
Partition coefficient	Not determined		
Autoignition temperature	None		
Decomposition temperature	Not determined		
Kinematic viscosity	Not determined		
Dynamic viscosity	Not determined		
Explosive properties	Not determined		
Oxidizing Properties	Not determined		

Other Information

VOC Content (%) 0%

VOC Content 0.1bs/gal

10. STABILITY AND REACTIVITY

Reactivity

Not reactive under normal conditions

Chemical Stability

Stable under recommended storage conditions.

Possibility of Hazardous Reactions

None under normal processing.

Conditions to Avoid

Keep out of reach of children.

Incompatible Materials

Acids. Organic halogen compounds. Nitromethane. Flammable liquid. Metals such as aluminum, tin, and zinc.

Hazardous Decomposition Products

None known based on information supplied.

11. TOXICOLOGICAL INFORMATION

Information on Likely Routes of Exposure

Product Information

- Inhalation** Avoid breathing vapors or mists.
- Eye Contact** Causes severe eye damage.
- Skin Contact** Causes severe skin burns.
- Ingestion** Do not taste or swallow.

Component Information

Chemical Name	Oral LD50	Dermal LD50	Inhalation LC50
Water 7732-18-5	> 90 mL/kg (Rat)	-	-
Calcium hydroxide 1305-62-0	= 7340 mg/kg (Rat)	-	-
Magnesium hydroxide 1309-42-8	= 8500 mg/kg (Rat)	-	-
Sodium hydroxide 1310-73-2	-	= .1350 mg/kg (.Rabbit)	-

Information on Physical, Chemical and Toxicological Effects

Symptoms May cause dermatitis or irritation in some individuals upon prolonged contact. May cause severe chemical burns with reddening and pain. May cause skin and eye irritation. May cause irritation to the mucous membranes and upper respiratory tract. May cause burns to mouth and gastrointestinal corrosion.

Delayed and Immediate Effects as well as Chronic Effects from Short and Long-term Exposure

Carcinogenicity This product does not contain any carcinogens or potential carcinogens as listed by OSHA, IARC or NTP.

STOT - single exposure May cause respiratory irritation. May cause drowsiness or dizziness.

Numerical Measures of Toxicity- Product

Not determined

The following values are calculated based on chapter 3.1 of the GHS document

ATEmix (oral) 21097 mg/kg
 ATEmix (dermal) 9445 mg/kg

12. ECOLOGICAL INFORMATION

Ecotoxicity

An environmental hazard cannot be excluded in the event of unprofessional handling or disposal

Chemical Name	Algae/aquatic plants	Fish	Toxicity to microorganisms	Crustacea
Calcium hydroxide 1305-62-0		160: 96 h Gambusia affinis mg/L LC50 static		
Sodium hydroxide 1310-73-2		45.4: 96 h Oncorhynchus mykiss mg/L LC50 static		

Persistence and Degradability

Not determined.

Bioaccumulation

Not determined.

Mobility

Not determined.

Other Adverse Effects

Not determined

13. DISPOSAL CONSIDERATIONS

Waste Treatment Methods

Disposal of Wastes

Disposal should be in accordance with applicable regional, national and local laws and regulations.

Contaminated Packaging

Disposal should be in accordance with applicable regional, national and local laws and regulations.

Chemical Name	California Hazardous Waste Status
Calcium hydroxide 1305-62-0	Corrosive
Sodium hydroxide 1310-73-2	Toxic Corrosive

14. TRANSPORT INFORMATION

Note

Based on package size, product may be eligible for limited quantity exception

DOT

UN/ID No UN1823
 Proper Shipping Name Sodium hydroxide, solid, mixture
 Hazard Class 8
 Packing Group II

IATA

UN/ID No UN1823
 Proper Shipping Name Sodium hydroxide, solid, mixture
 Hazard Class 8
 Packing Group II

IMDG

UN/ID No UN1823
 Proper Shipping Name Sodium hydroxide, solid, mixture
 Hazard Class 8
 Packing Group II

15. REGULATORY INFORMATION

International Inventories

Legend:

- TSCA - United States Toxic Substances Control Act Section 8(b) Inventory
- DSL/NDL - Canadian Domestic Substances List/Non-Domestic Substances List
- EINECS/ELINCS - European Inventory of Existing Chemical Substances/European List of Notified Chemical Substances
- ENCS - Japan Existing and New Chemical Substances
- IECSC - China Inventory of Existing Chemical Substances
- KECL - Korean Existing and Evaluated Chemical Substances
- PICCS - Philippines Inventory of Chemicals and Chemical Substances

US Federal Regulations

SARA 311/312 Hazard Categories

Chemical Name	CWA - Reportable Quantities	CWA - Toxic Pollutants	CWA - Priority Pollutants	CWA - Hazardous Substances
Sodium hydroxide 1310-73-2	1000 lb			X
Chemical Name	Hazardous Substances RQs	CERCLA/SARA RQ		Reportable Quantity (RQ)
Sodium hydroxide 1310-73-2	1000 lb			RQ 1000 lb final RQ RQ 454 kg final RQ

US State Regulations

U.S. State Right-to-Know Regulations

Chemical Name	New Jersey	Massachusetts	Pennsylvania
Calcium hydroxide 1305-62-0	X	X	X
Sodium hydroxide 1310-73-2	X	X	X

U.S. EPA Label Information

16. OTHER INFORMATION

NFPA	Health Hazards	Flammability	Instability	Special Hazards
	Not determined	Not determined	Not determined	Not determined
HMIS	Health Hazards	Flammability	Physical Hazards	Personal Protection
	3	0	0	Not determined

Issue Date 01-Jan-2008
Revision Date 12-Dec-2012
Revision Note New format

Disclaimer

The information provided in this Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.

End of Safety Data Sheet

FM00424439

USC Work Order

Description HAZMAT TESTING OF ROOFING MATERIALS

Site	BEAUFORT	Assigned To	JPROVENCE
Building	804 ART STUDIO	Crew	HAZMAT
Floor	Room:	Start Date	22-APR-13
Equipment		Due date	22-MAY-13
		Request Date	22-APR-13
		Priority	5
		by	DCATHCAR

Request #	FM00424439	Description	HAZMAT TESTING OF ROOFING MATERIALS
Parent WO #			

CP Number	CP00343293	CRF DM USCB ART STUDIO REPAIRS
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State/Internal Project Number	H36-9512
--------------------------------------	----------

Requestor		Project Manager	CATHCART, CHARLES D.
Telephone		Telephone	777-9824
Alternate		Estimated Cost	\$ 232.00
Telephone		Billing	FIXED PRICE
Non-Available Time			17220-W701-57120 (DEFERRED MAINTENANCE)

Task List
 SAMPLES COLLECTED BY D. CATHCART AND DELIVERED TO TY RUSSELL APRIL 2013. PLEASE DELIVER TO LAB FOR TESTING.

DATE WORK STARTED	CAUSE
DATE WORK COMPLETED	CONDITION
EQUIPMENT	
CLOSING REMARKS	
BENCHSTOCK MATERIALS	
Qty	Description
	Price Per Unit

Supervisor's Approval _____

Note Date	Title
03-JUN-13	HAZMAT SURVEY RESULTS
SURVEY DATE:5/24/13	
INSPECTOR #: DWIGHT CATHCART	
STATUS: THE FOLLOWING MATERIALS HAVE BEEN TESTED FOR ASBESTOS AND LEAD MATERIALS RESULTS FOLLOWS	
WINDOW GLAZING- NEGATIVE FOR ASBESTOS CONTAINING MATERIALS	
SIDE CAULK- NEGATIVE FOR ASBESTOS CONTAINING MATERIALS	
WHITE PAINT SUBMITTED- POSITIVE FOR LEAD BASE PAINT	
IF YOU ENCOUNTER ANY SUSPECT MATERIALS IN PLACE AND DEEM IT SUSPECT FOR ASBESTOS AND OR LEAD AND IT IS NOT LISTED ABOVE PLEASE STOP WORK AND CALL THE ASBESTOS PROGRAM MANAGER FOR FURTHER TESTING OR ABATEMENT REFER TO THE SURVEY RESULTS DOCUMENT ATTACHED TO THE WO FOR DETAILED INFORMATION.	

Filed out by: D Colheart 5-23-13



3165

Reset Form

Print Form

Building # 804 USCB Art Studio

Sample Analysis Type of Analysis: Lead / Asbestos Date: 05-24-13

Turn Around Time

Area	Sample ID	Material Sampled	Material Location	F/NF	Cond	Quantity	Pot to Disturb
01	1	Window Glazing	East side of Building	NF	Good	1 sq. in.	Strong
02	2	Window Glazing	South Side of Building	NF	Good	1 sq. in.	Strong
03	3	Window Glazing	West Side of Building	NF	Good	1 sq. in.	Strong
01	4	Siding Caulk	East side of Building	NF	Good	1 sq. in.	Strong
02	5	Siding Caulk	South Side of Building	NF	Good	1 sq. in.	Strong
03	6	Siding Caulk	West Side of Building	NF	Good	1 sq. in.	Strong

License # Bt-01176

FM# 00927203

Signature D Colheart

Requestor

Send lab results in PDF format as soon as possible to:

Ed Pitts 803-777-3296

720 College St.

Columbia, SC 29208

EPitts@dmr.sc.edu

Darryl Washington 803-777-2399

720 College St.

Columbia, SC 29208

DWashington@dmr.sc.edu

Ty Russell 803-777-1208

720 College St.

Columbia, SC 29208

TRussell@dmr.sc.edu

Fax # 803-777-3990

mj 5/28/13 10:20

3245



Building # 804 USCB Art Studio Type of Analysis: Sample Analysis Date: 05-24-13

Turn Around Time _____

Area	Sample ID	Material Sampled	Material Location	F/NF	Cond	Quantity	Pot to Disturb
01	1	Window Glazing	Previously sent to LAB East side of Building	NF	Good		Strong
02	2	Window Glazing	South Side of Building	NF	Good		Strong
03	3	Window Glazing	West Side of Building	NF	Good		Strong
01	1	Siding Caulk	East side of Building	NF	Good		Strong
02	2	Siding Caulk	South Side of Building	NF	Good		Strong
03	3	Siding Caulk	West Side of Building	NF	Good		Strong
A	1	Exterior Paint (White)	East side of Building	F	Bad		Strong
A	2	Exterior Paint (White)	South Side of Building	F	Bad		Strong
A	3	Exterior Paint (White)	West Side of Building	F	Bad		Strong

License # BI-01178 FM# 00387402

Signature _____ Requestor D. Carnhart

Send lab results in PDF format as soon as possible to:

Ed Pitts 803-777-3296
720 College St.
Columbia, SC 29208
EHP@fmc.sc.edu

Darryl Washington 803-777-2399
720 College St.
Columbia, SC 29208
WashingtonDH@fmc.sc.edu

Ty Russell 803-777-1208
720 College St.
Columbia, SC 29208
NTRussell@fmc.sc.edu

Fax # 803-777-3990

3245



EMSL ANALYTICAL, INC.
LABORATORY PRODUCTS TRAINING

Lead (Pb) Chain of Custody
EMSL Order ID (Lab Use Only):

[Empty box for EMSL Order ID]

EMSL ANALYTICAL, INC.
200 ROUTE 130 NORTH
CINNAMINSON, NJ 08077
PHONE: (800) 220-3675
FAX: (856) 786-5974

Company: <u>USC</u>		EMSL-Bill to: <input type="checkbox"/> Same <input type="checkbox"/> Different If Bill to is Different note instructions in Comments**		
Street: <u>743 Green St.</u>		Third Party Billing requires written authorization from third party		
City: <u>Columbia</u>	State/Province: <u>SC</u>	Zip/Postal Code: <u>29201</u>	Country:	
Report To (Name): <u>Eric Melaro sc.edu</u>		Telephone #: <u>803-509-3374</u>		
Email Address: <u>Melaro@mailbox.sc.edu</u>		Fax #: <u>803-777-3990</u>	Purchase Order:	
Project Name/Number: <u>USC-B Art Studio</u>		Please Provide Results: <input type="checkbox"/> Fax <input checked="" type="checkbox"/> Email		
U.S. State Samples Taken: <u>SC</u>		CT Samples: <input type="checkbox"/> Commercial/Taxable <input type="checkbox"/> Residential/Tax Exempt		
Turnaround Time (TAT) Options* - Please Check				
<input type="checkbox"/> 3 Hour	<input type="checkbox"/> 6 Hour	<input checked="" type="checkbox"/> 24 Hour	<input type="checkbox"/> 48 Hour <input type="checkbox"/> 72 Hour <input type="checkbox"/> 96 Hour <input type="checkbox"/> 1 Week <input type="checkbox"/> 2 Week	
<small>*Analysis completed in accordance with EMSL's Terms and Conditions located in the Price Guide</small>				
Matrix	Method	Instrument	Reporting Limit	Check
Chips <input checked="" type="checkbox"/> % by wt. <input type="checkbox"/> mg/cm ² <input type="checkbox"/> ppm	SW846-7000B	Flame Atomic Absorption	0.01%	<input type="checkbox"/>
Air	NIOSH 7082	Flame Atomic Absorption	4 µg/filter	<input type="checkbox"/>
	NIOSH 7105	Graphite Furnace AA	0.03 µg/filter	<input type="checkbox"/>
	NIOSH 7300 modified	ICP-AES/ICP-MS	0.5 µg/filter	<input type="checkbox"/>
Wipe* <input type="checkbox"/> ASTM <input type="checkbox"/> non ASTM <small>*If no box is checked, non-ASTM Wipe is assumed</small>	SW846-7000B	Flame Atomic Absorption	10 µg/wipe	<input type="checkbox"/>
	SW846-6010B or C	ICP-AES	1.0 µg/wipe	<input type="checkbox"/>
	SW846-7000B/7010	Graphite Furnace AA	0.075 µg/wipe	<input type="checkbox"/>
TCLP	SW846-1311/7000B/SM 3111B	Flame Atomic Absorption	0.4 mg/L (ppm)	<input type="checkbox"/>
	SW846-1131/SW846-6010B or C	ICP-AES	0.1 mg/L (ppm)	<input type="checkbox"/>
Soil	SW846-7000B	Flame Atomic Absorption	40 mg/kg (ppm)	<input type="checkbox"/>
	SW846-7010	Graphite Furnace AA	0.3 mg/kg (ppm)	<input type="checkbox"/>
	SW846-6010B or C	ICP-AES	2 mg/kg (ppm)	<input type="checkbox"/>
Wastewater <input type="checkbox"/> Unpreserved <input type="checkbox"/> Preserved with HNO ₃ pH < 2	SM3111B/SW846-7000B	Flame Atomic Absorption	0.4 mg/L (ppm)	<input type="checkbox"/>
	EPA 200.9	Graphite Furnace AA	0.003 mg/L (ppm)	<input type="checkbox"/>
	EPA 200.7	ICP-AES	0.020 mg/L (ppm)	<input type="checkbox"/>
Drinking Water <input type="checkbox"/> Unpreserved <input type="checkbox"/> Preserved with HNO ₃ pH < 2	EPA 200.9	Graphite Furnace AA	0.003 mg/L (ppm)	<input type="checkbox"/>
	EPA 200.8	ICP-MS	0.001 mg/L (ppm)	<input type="checkbox"/>
TSP/SPM Filter	40 CFR Part 50	ICP-AES	12 µg/filter	<input type="checkbox"/>
	40 CFR Part 50	Graphite Furnace AA	3.6 µg/filter	<input type="checkbox"/>
Other:				
Name of Sampler:		Signature of Sampler:		
Sample #	Location	Volume/Area	Date/Time Sampled	
Client Sample #'s	-		Total # of Samples:	<u>3</u>
Relinquished (Client):	<u>NS</u>	Date:	Time:	
Received (Lab):		Date:	Time:	
Comments:				

**EMSL Analytical, Inc.**

706 Gralin Street, Kernersville, NC 27284

Phone/Fax: (336) 992-1025 / (336) 992-4175

greensborolab@emsl.com

EMSL Order: 021303245

CustomerID: UNSC62

CustomerPO:

ProjectID:

Attn: **Eric Melaro**
University of South Carolina
743 Greene Street
Columbia, SC 29208

Phone: (803) 777-7000
 Fax: (803) 777-7334
 Received: 05/30/13 10:30 AM
 Collected:

Project: 804 USCB Art Studio

Test Report: Lead in Paint Chips by Flame AAS (SW 846 3050B*/7000B)

<i>Client Sample Description</i>	<i>Lab ID</i>	<i>Collected</i>	<i>Analyzed</i>	<i>Lead Concentration</i>
1	0001		5/31/2013	0.26 % wt
2	0002		5/31/2013	0.69 % wt
3	0003		5/31/2013	0.38 % wt

James Cole

James Cole, Laboratory Manager
 or other approved signatory

Reporting limit is 0.010 % wt based on the minimum sample weight per our SOP. The QC data associated with these results included in this report meet the method QC requirements, unless specifically indicated otherwise. Unless noted, results in this report are not blank corrected. EMSL bears no responsibility for sample collection activities. Samples received in good condition unless otherwise noted. * slight modifications to methods applied. "<" (less than) result signifies that the analyte was not detected at or above the reporting limit. Measurement of uncertainty is available upon request.

Samples analyzed by EMSL Analytical, Inc. Kernersville, NC AIHA-LAP, LLC-ELLAP Accredited #102564

Initial report from 05/31/2013 09:36:00



EMSL Analytical, Inc.

706 Grailn Street, Kernersville, NC 27284
Phone/Fax (336) 992-1025 / (336) 992-4175
greensborolab@emsl.com

EMSL Order: 021303165
CustomerID: UNSC62
CustomerPO:
ProjectID:

Attn: **Darryl Washington**
University of South Carolina
743 Greene Street
Columbia, SC 29208

Phone: (803) 777-7000
Fax: (803) 777-7334
Received: 05/29/13 10:20 AM
Analysis Date: 5/30/2013
Collected:

Project: 804 USCB Art Studio

**Test Report: Asbestos Analysis of Non-Friable Organically Bound Materials by TEM
via EPA/600/R-93/116 Section 2.5.5.1**

SAMPLE ID	DESCRIPTION	APPEARANCE	% MATRIX MATERIAL	% NON-ASBESTOS FIBERS	ASBESTOS TYPES
1 021303165-0007		Gray /White /Blue Non-Fibrous Homogeneous	100	None	No Asbestos Detected
4 021303165-0008		Gray /White Non-Fibrous Heterogeneous	100	None	No Asbestos Detected

Analyst(s)

Stephen Bennett (2)

Stephen Bennett, Laboratory Manager
or other approved signatory

This laboratory is not responsible for % asbestos in total sample when the residue only is submitted for analysis. The above report relates only to the items tested. This report may not be reproduced, except in full, without written approval by EMSL Analytical, Inc. Samples received in good condition unless otherwise noted. Unless requested by the client, building materials manufactured with multiple layers (i.e. linoleum, wallboard, etc.) are reported as a single sample.

Samples analyzed by EMSL Analytical, Inc. Kernersville, NC

Initial report from 05/30/2013 09:53:20

**EMSL Analytical, Inc.**

706 Galin Street, Kershersville, NC 27284
 Phone/Fax: (336) 992-1025 / (336) 992-4175
greensborolab@emsl.com

EMSL Order: 021303165
 CustomerID: UNSC62
 CustomerPO:
 ProjectID:

Attn: **Darryl Washington**
University of South Carolina
743 Greene Street
Columbia, SC 29208

Phone: (803) 777-7000
 Fax: (803) 777-7334
 Received: 05/28/13 10:20 AM
 Analysis Date: 5/28/2013
 Collected:

Project: 804 USCB Art Studio

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 and/or EPA 600/M4-82-020 Method(s) using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
1 021303165-0001	Window Glazing	Gray/White Non-Fibrous Homogeneous	<1% Fibrous (other)	100% Non-fibrous (other)	None Detected
2 021303165-0002	Window Glazing	Gray/White Non-Fibrous Homogeneous	<1% Fibrous (other)	100% Non-fibrous (other)	None Detected
3 021303165-0003	Window Glazing	Gray/Beige Non-Fibrous Heterogeneous	<1% Cellulose	100% Non-fibrous (other)	None Detected
4 021303165-0004	Siding Caulk	Gray/White/Beige Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
5 021303165-0005	Siding Caulk	Gray/White/Beige Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
6 021303165-0006	Siding Caulk	Gray/White Non-Fibrous Homogeneous	<1% Cellulose	100% Non-fibrous (other)	None Detected

Analyst(s)

Kristie Elliott (4)
 Scott Combs (2)

Stephen Bennett, Laboratory Manager
 or other approved signatory

EMSL maintains liability limited to cost of analysis. This report relates only to the samples reported and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation and use of test results are the responsibility of the client. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. Non-friable organically bound materials present a problem matrix and therefore EMSL recommends gravimetric reduction prior to analysis. Samples received in good condition unless otherwise noted. Estimated accuracy, precision and uncertainty data available upon request. Reporting limit is 1%

Samples analyzed by EMSL Analytical, Inc. Kershersville, NC NVLAP Lab Code 102104-0, Virginia 3333-000228, West Virginia LT000321

Initial report from 05/28/2013 15:51:57



602 Carteret St.
USCB
Beaufort, SC

602 Carteret St.
University of South Carolina, Beaufort
Beaufort, SC

Brown Design Studio
architecture urban design
19A market #2 beaufort, south carolina 29906
p. 843.986.9610 www.brownds.com

Drawing Index

- T1.0 COVER SHEET / GENERAL INFORMATION
- A2.0 DEMO PLAN
- A2.1 IMPROVEMENT PLAN / DETAILS
- C1 EXISTING CONDITIONS
- C2 SITE PLAN
- C3 GRADING AND STORM DRAIAGE PLAN
- C4 DETAIL SHEET

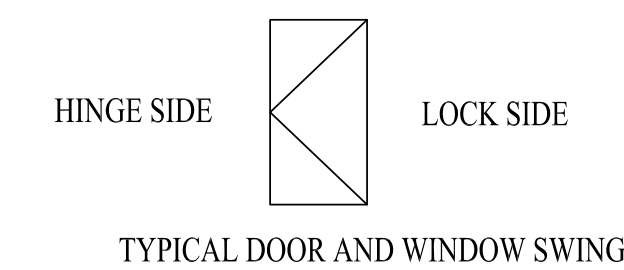
General Information

The 602 Carteret Street project is a repair and maintenance project for the University of South Carolina Beaufort Campus. This building is an historic building built in the 1880's as a church. It has since been converted to use as an Art Studio for USC-B.

Symbols and Abbreviations

- SECTION CUT OR ELEVATION NUMBER
- INTERIOR ELEVATION KEY
- DETAIL NUMBER
- WINDOW TYPE
- DOOR IDENTIFICATION
- ROOM/SPACE IDENTIFICATION
- TREE TO BE REMOVED

ABV.	ABOVE	FL	FLOOR	FFL	FINISHED FLOOR
ASF	ABOVE SUBFLOOR	CONC	CONCRETE	SQ	SQUARE
DEG.	DEGREES	EXT	EXTERIOR	FT	FEET
GYP	GYPSUM	INT	INTERIOR	IN	INCHES
H/C	HANDICAP	SHT.	SHEET	HORIZ	HORIZONTAL
HB	HOSE BIBB	DBL.	DOUBLE	VERT	VERTICAL
MAX	MAXIMUM	CONST.	CONSTRUCTION	REM.	REMOVE
MIN	MINIMUM	R	RISER	DIA	DIAMETER
O.C.	ON CENTER	T	TREAD	CONT	CONTINUOUS
P.T.	PRESSURE TREATED	T&G	TONGUE & GROVE	CMU	CONCRETE MASONRY UNIT
PNT.	PAINTED	NORM.	NORMAL	PSI	POUNDS PER SQUARE INCH
REQ'D	REQUIRED	ADI	ADJUSTABLE	PSF	POUNDS PER SQUARE FOOT
TYP	TYPICAL	OPT	OPTIONAL	FOS	FACE OF STUD
FIN	FINISHED	N.I.C.	NOT IN CONTRACT	FOB	FACE OF BLOCK

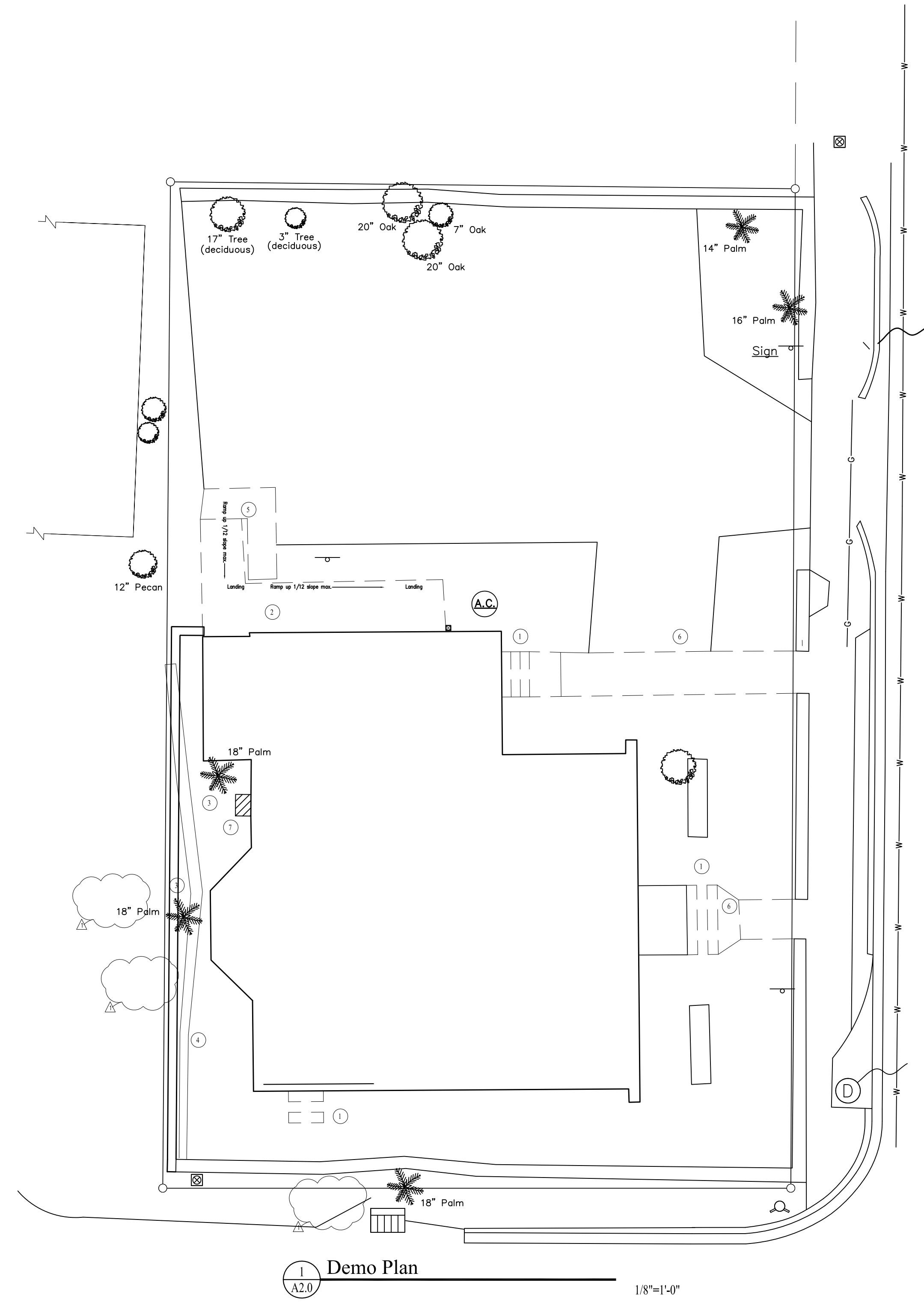


DATE	NOTES
3-3-13	Review Set
4-8-13	Final Set
7-1-13	Final Set
7-23-13	Final Set
7-31-13	Final Set
8-29-13	Final Set

T1.0

DEMO SCHEDULE (X)

SYMBOL	DESCRIPTION
1	DEMO Existing Concrete Stairs and any Foundation found.
2	DEMO Existing Wood Ramp, posts and any Foundation found.
3	REMOVE Existing Palm Tree, include rootball and stump.
4	DEMO Existing Wood Curbstops
5	DEMO Existing Concrete Walk
6	DEMO Existing Concrete Walk, saw cut and remove part as indicated.
7	DEMO Existing Chimney



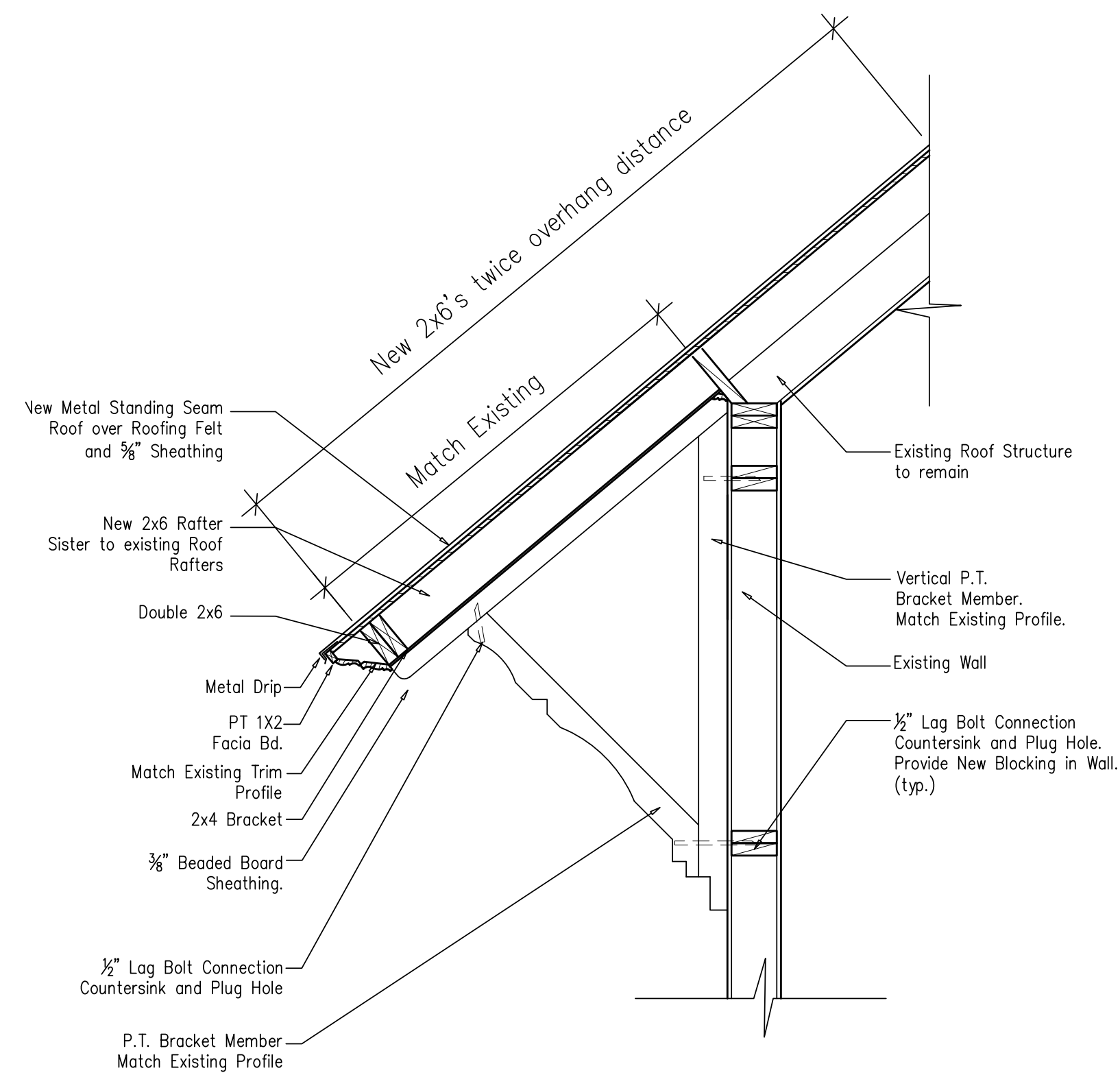
1
A2.0 Demo Plan 1/8"=1'-0"



USCB Art Studio
602 Carteret
Beaufort, SC

Brown Design Studio
architecture urban design
19A market #2 beaufort, south carolina 29906
p. 843.986.9610 www.brownds.com

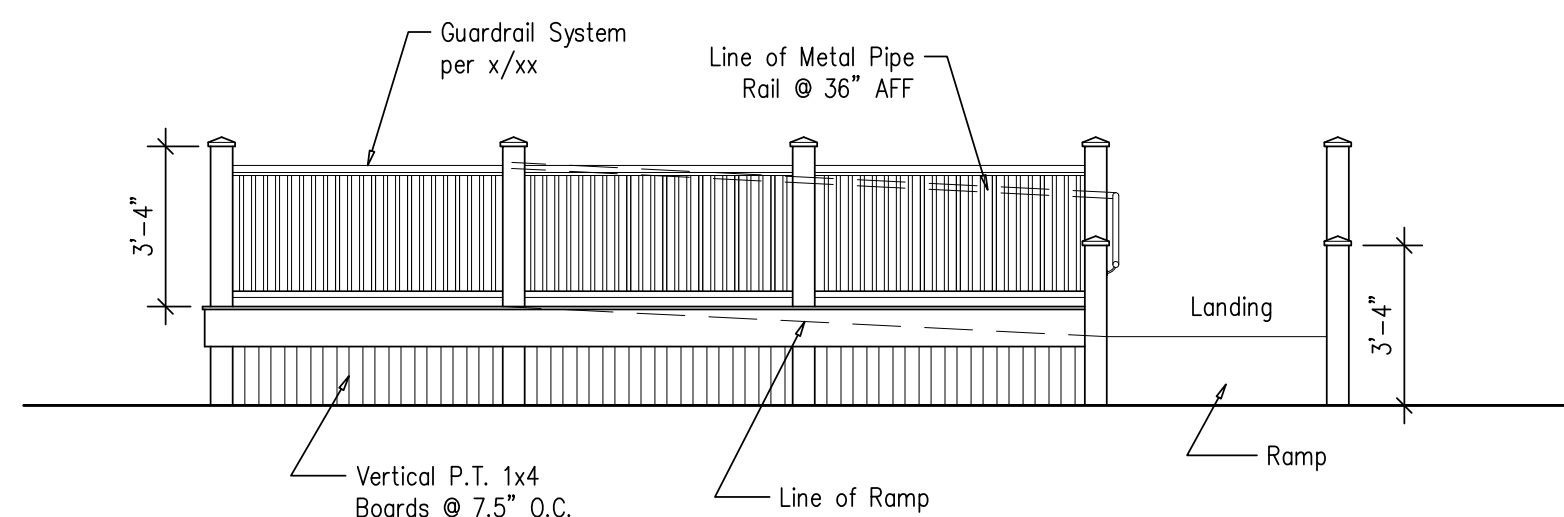
DATE	NOTES
3-3-13	Review
4-8-13	Final
7-1-13	Final Set
7-23-13	Final Set
7-31-13	Final Set
8-29-13	Final Set



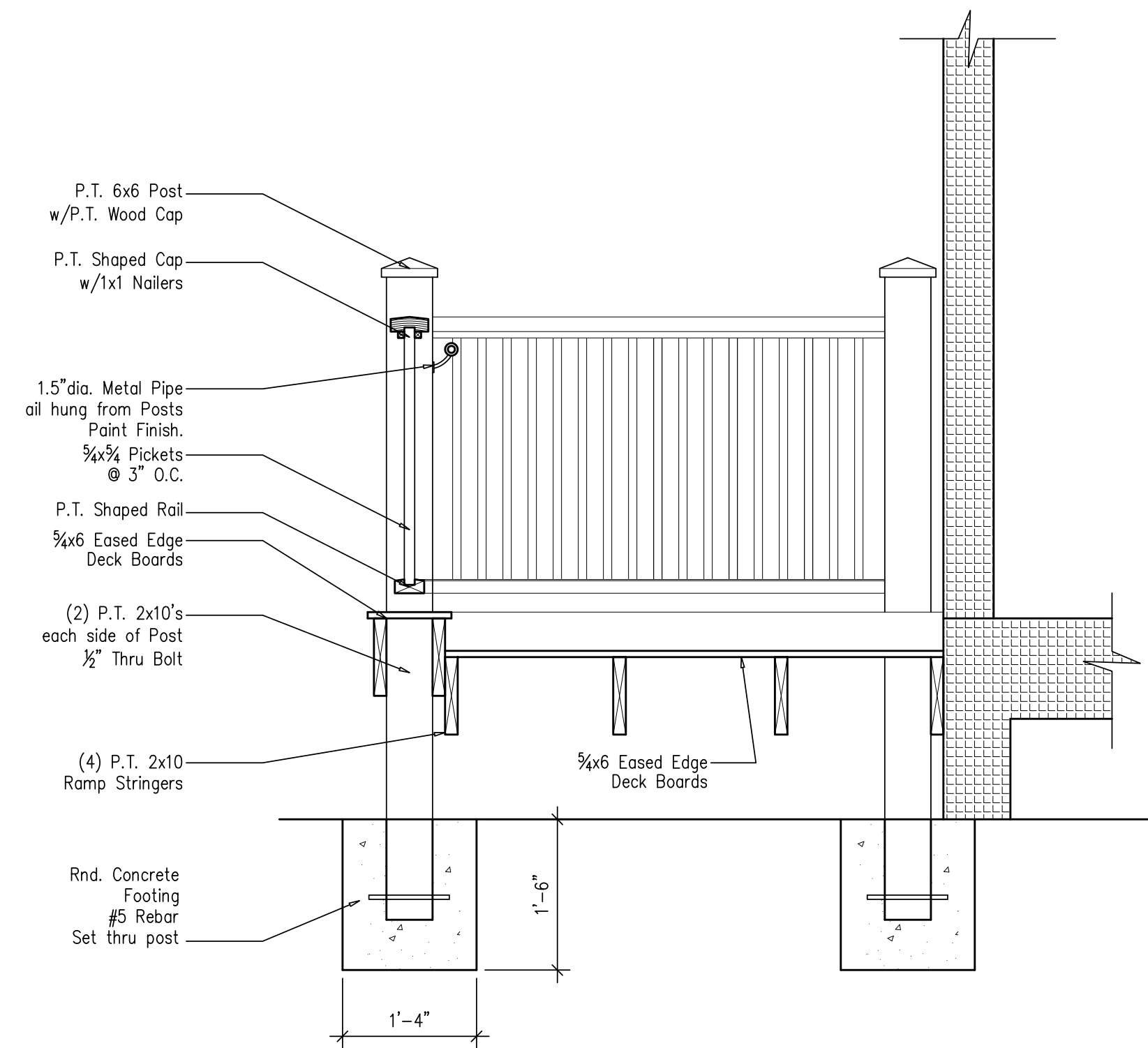
5 A2.1 Section New Roof Overhang
3/4" = 1'-0"

IMPROVEMENT SCHEDULE X

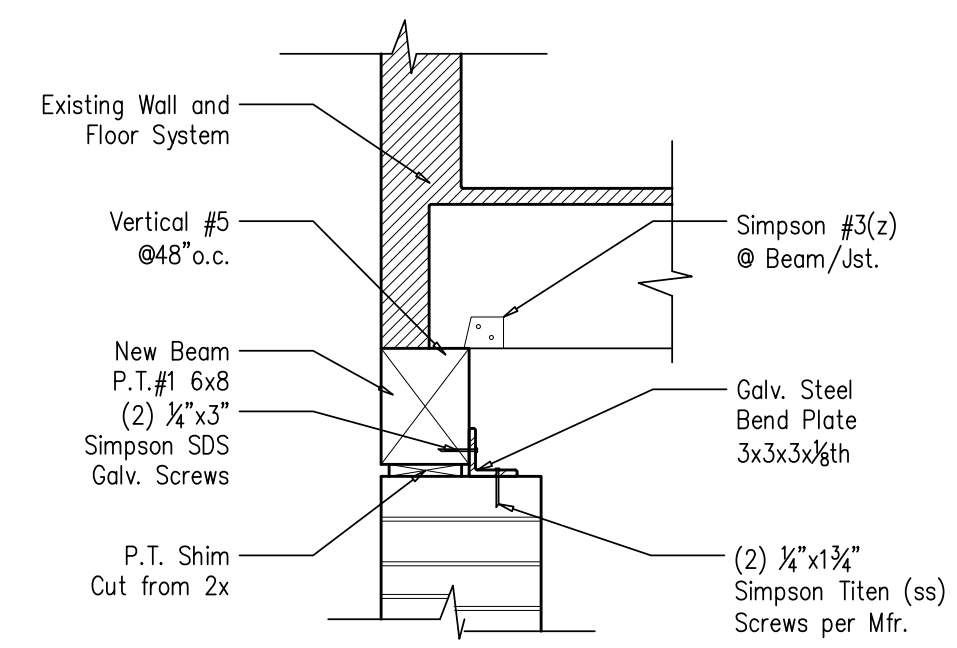
SYMBOL	DESCRIPTION
1	New Reinforced Concrete Slab for Walk and Stair. 4'-0"x5'-6"x3" With Non-slip broom finish.
2	New Stairs: (4)PT 2x12 Stringers spaced equally. 3/4"x6 Butt Board Treads, 2x Riser for Paint Finish.
3	New Reinforced Concrete Slab for Walk and Stair. 3'-4"x7'-2"x3" With Non-slip broom finish.
4	New Stairs: (5)PT 2x12 Stringers spaced equally. 3/4"x6 Butt Board Treads, 2x Riser for Paint Finish.
5	New Door Canopy: To match Existing Door Canopy over N.E. Corner Door. See Also 5/A2.1
6	Relocated Existing Sign
7	New Handicap Ramp: PT 6x6 Supports, 3/4"x6 Decking. See Also Detail 4/A2.1
8	New Reinforced Concrete Slab: 5'-6"x6'-6"x3". With Non-slip Broom Finish.
9	New Half Round Gutter: Factor White Finish, 5", Circle Hanger @ 36" O.C.
10	New Downspout: Round Profile, Factory White Finish, Connect to Drainage system per Civil Design
11	New Metal Roof: Standing Seam Roof per specs.
12	New Roof Ridge Vent:
13	Belfry Flashing: Provide New Metal Flashing at three sides of Belfry, under siding / trim.
14	Structural Girder: Replace Rotten Girder.
15	Level Structure: Jack, Level, Shim Floor System in S.W. Corner of Building.
	Masonry Piers: Clean, Repoint Masonry Piers.
	Exterior Trim: Repair or Replace Rotten Trim or Damaged Trim. Provide Allowance of \$8,500 for Material. Material to be P.T. SYP or Cyprus and to match existing profiles as directed by Architect via Field Meetings.
	Exterior Paint: Scrape, Sand and Remove Exterior Paint. Paint debris and dust should be contained via SCDHEC process, including disposal. All Exterior Trim and Siding to be Painted, Single Color to Match Existing.
	Exterior Doors and Windows: Repair, Sand and Repaint/Recalc Existing Doors and Windows.
16	New Concrete Low Wall, Portland Cement Finish
17	Repair & Re-finish wall as Req'd



3 A2.1 Ramp Elevation
1/4" = 1'-0"



4 A2.1 Section @ Ramp
3/4" = 1'-0"



6 A2.1 New Beam Detail
1" = 1'-0"

STRUCTURAL DEMOLITION NOTES

IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO MAINTAIN OSHA AND SAFETY REGULATIONS DURING ALL WORK.

TEMPORARY BRACING, SHORING, OR SUPPORTING OF THE STRUCTURE WHICH ARE REQUIRED TO MAINTAIN STABILITY PRIOR TO COMPLETION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

PROTECTION OF ANY ADJACENT STRUCTURE FROM THE EFFECTS OF CONSTRUCTION OF THIS BUILDING SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR WHILE THE PROJECT IS UNDERWAY.

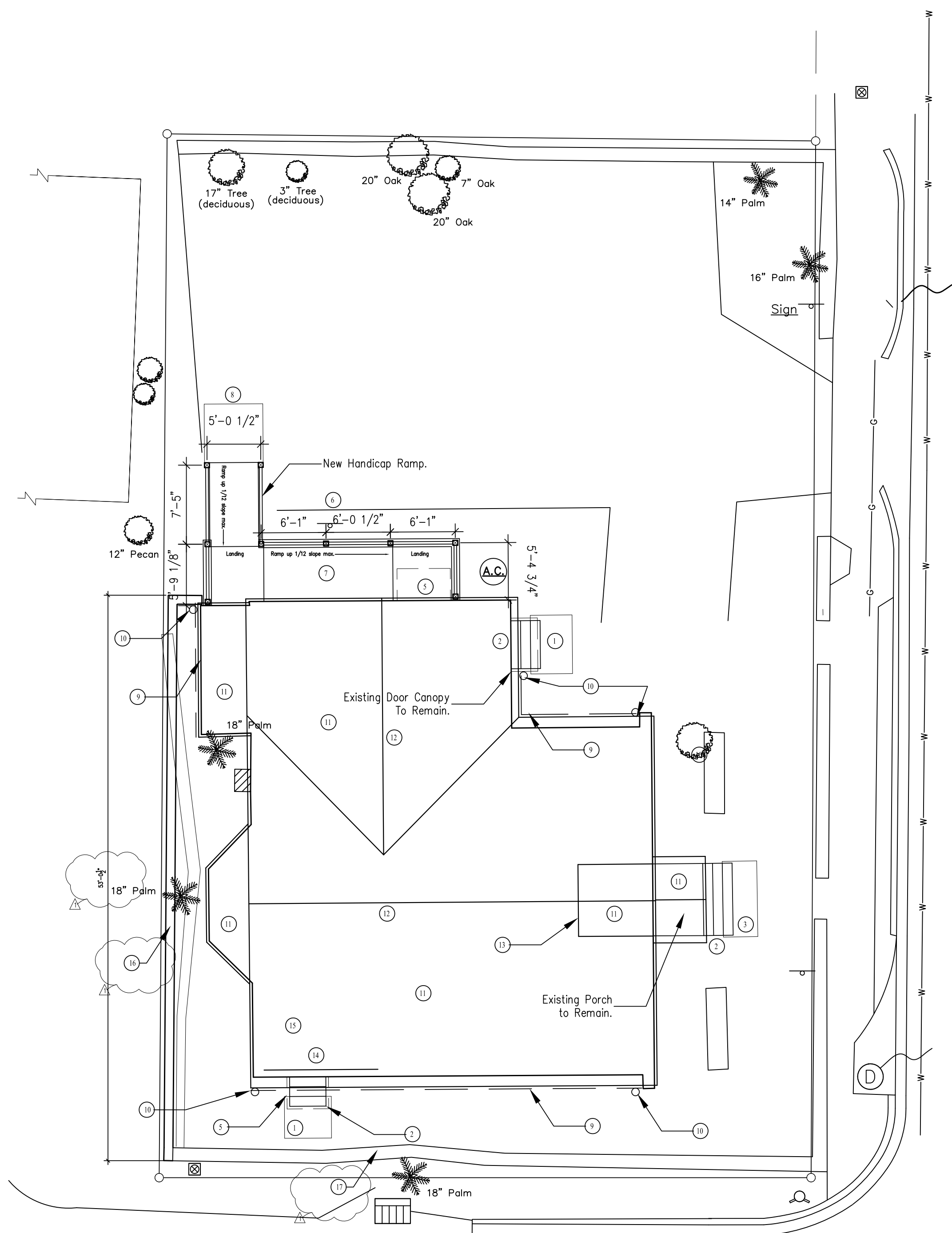
CONTRACTOR SHOP DRAWINGS ARE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL REVIEW AND STAMP THE SAID DRAWINGS 'APPROVED' BEFORE SUBMITTING TO THE ENGINEER FOR REVIEW.

ANY DISCREPANCIES, INTERFERENCES, OR CONFLICTS THAT ARE FOUND AS A RESULT SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER.

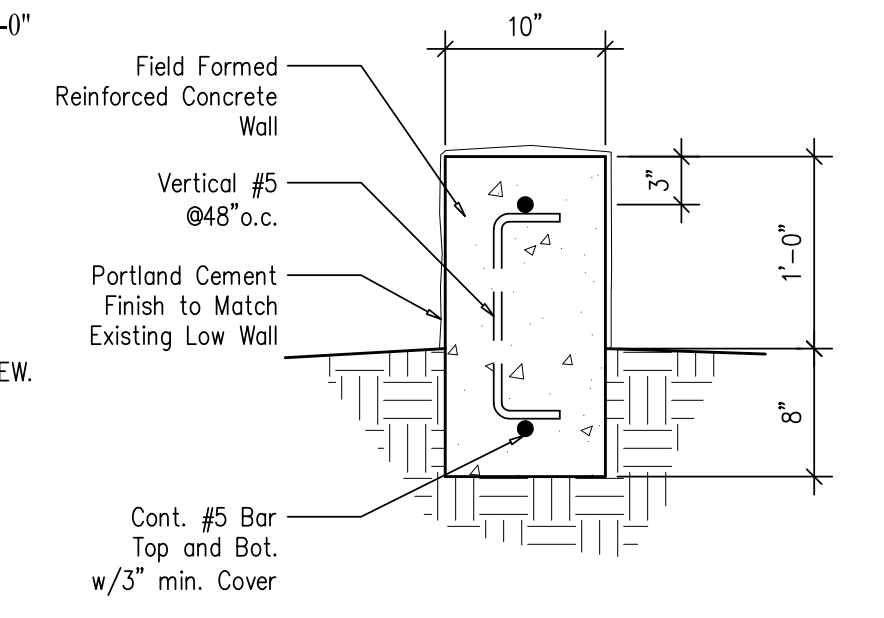
ALL WORK SHALL BE IN ACCORDANCE WITH THE INTERNATIONAL BUILDING CODE.

THE CONTRACTOR SHALL VERIFY ALL SITE CONDITIONS AT THE PROJECT SITE PRIOR TO STARTING WORK, AND SHALL NOTIFY THE VA IMMEDIATELY OF ANY DISCREPANCIES.

MONITOR THE BUILDING DURING CONSTRUCTION, INCLUDING THE EXTERIOR WALLS, FOR CHANGES IN ALIGNMENT DUE TO THE WORK.



2 A2.1 Improvement Plan
1/8" = 1'-0"



1 A2.1 Low Wall Detail
1" = 1'-0"



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DATE	NOTES
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7-31-13	Final Set
8-29-13	Final Set

A2.1

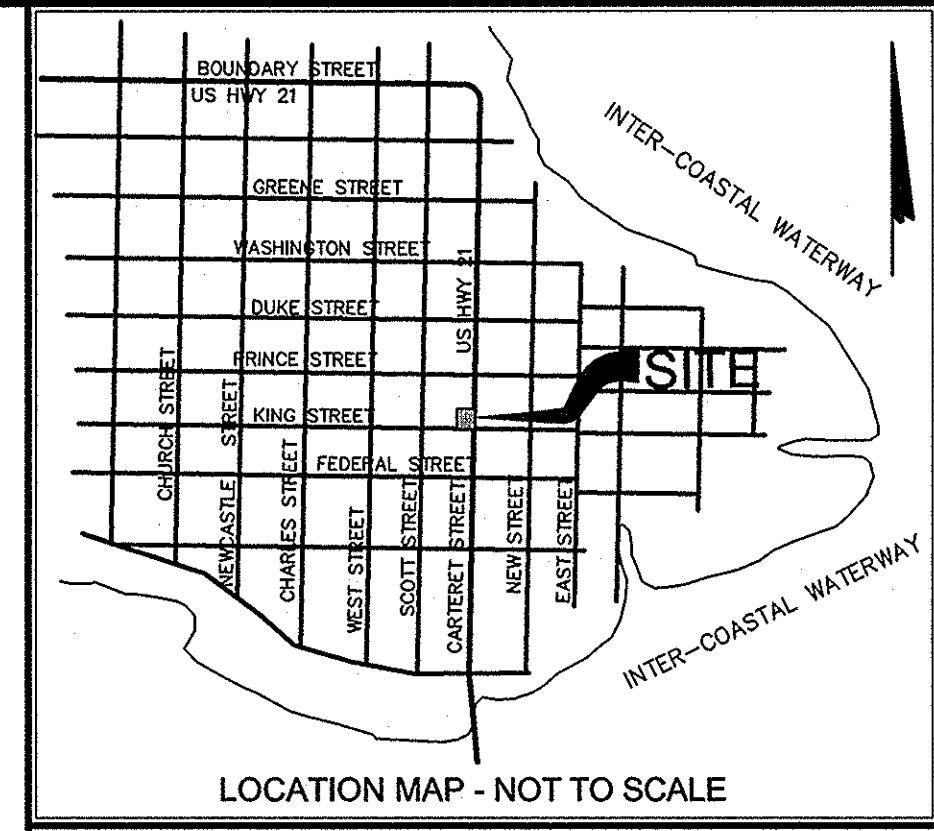
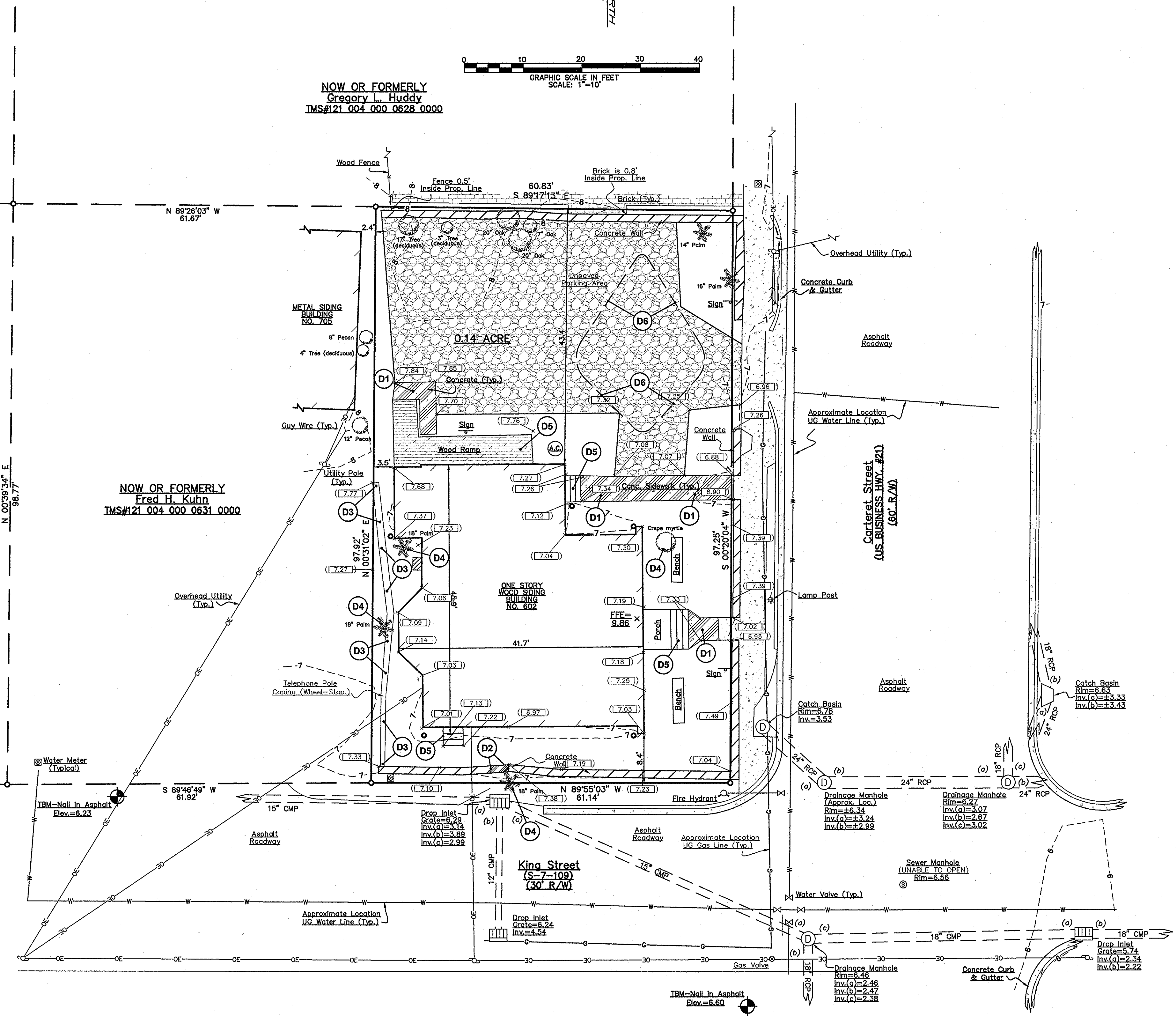
The Palmetto Utility Protection Service, Inc.
 818 South Carolina 811
 Call 811 Before you Dig
 3 DAYS BEFORE DIGGING IN SOUTH CAROLINA
CALL 811
 CONTRACTOR SHALL CONTACT THE UNDERGROUND LOCATORS EVERY 10 DAYS FOR AN UPDATE TO UTILITY LOCATIONS.

NOW OR FORMERLY
 David H. Mims &
 Ann H. McDuff
 TMS#121 004 000 0627 0000

NOW OR FORMERLY
 Fred H. Kuhn
 TMS#121 004 000 0630 0000

NOW OR FORMERLY
 Gregory L. Huddy
 TMS#121 004 000 0628 0000

NOW OR FORMERLY
 Fred H. Kuhn
 TMS#121 004 000 0631 0000



COX AND DINKINS
 ENGINEERS - SURVEYORS
 COX AND DINKINS, INC.
 724 BELTLINE BLVD.
 COLUMBIA, SC 29205
 803-254-0518
 FAX: 803-765-0993
 Email: cdinc@coxanddinkins.com

PROJECT: 1668
 TMS
 121 004 000 0632 0000
 BOOK SF NO.
 204-11-18 354 24

LEGEND

- (7.88) EXISTING SPOT ELEVATIONS
- 5 --- EXISTING CONTOURS
- 7 --- EXISTING CONTOURS
- [Hatched Box] CONCRETE TO BE REMOVED

REGISTERED PROFESSIONAL ENGINEER
 NO. 24748

REFERENCES:
 THE SAME BEING SHOWN ON A PLAT PREPARED FOR THE UNIVERSITY OF SOUTH CAROLINA AT BEAUFORT, BY ERIC H. FREISELEBEN, DATED FEBRUARY 22, 1991, AND RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR BEAUFORT COUNTY IN DEED BOOK 6604, PAGE 875. REFERENCE IS ALSO MADE TO LOT 45, BLOCK "J", SHOWN ON PLAT OF THE TOWN OF BEAUFORT, MADE BY THE UNITED STATES DIRECT TAX COMMISSIONERS, DATED FEBRUARY 10, 1863.

NOTES:

- 1) THE LOCATION OF OTHER UNDERGROUND UTILITIES AND THEIR SERVICES ARE UNKNOWN.
- 2) CONTOUR INTERVAL ELEVATIONS ARE ONE (1) FOOT.
- 3) REFERENCE MARK USED IS SCDOT MONUMENT DESIGNATED "TIDAL 7", ELEVATION=9.26 (feet) (NAVD 88 DATUM), AS TAKEN FROM NGS DATA SHEET. <http://www.ngs.noaa.gov/>
- 4) PAINT ABOVE GROUND WAS PAINTED BY OTHERS TO REPRESENT THE APPROXIMATE LOCATIONS OF UNDERGROUND UTILITIES.
- 5) TREE SIZES AND SPECIES SHOWN ARE APPROXIMATE ONLY AND TO THE BEST OF THE SURVEYOR'S ABILITY. THE GRAPHICAL REPRESENTATIONS SHOWN ON THIS MAP ARE NOT MEANT TO BE AN EXACT DEPICTION OF THE TREE OR THE TREE CANOPY. IF A MORE DETAILED OR ACCURATE LOCATION AND/OR DESCRIPTION OF THE TREES IS DEEMED NECESSARY, COX AND DINKINS, INC., STRONGLY SUGGESTS AN ARBORIST BE CONSULTED.

- CODED DEMOLITION NOTES**
- (D1) CONTRACTOR SHALL REMOVE EXISTING CONCRETE SIDEWALK. SAWCUT AS NECESSARY.
 - (D2) CONTRACTOR SHALL REMOVE EXISTING BLOCK WALL TO FACILITATE CONSTRUCTION. SEE GRADING & STORM DRAINAGE PLAN.
 - (D3) EXISTING TELEPHONE POLE COPING (WHEEL STOPS) TO BE REMOVED.
 - (D4) CONTRACTOR SHALL VERIFY WITH OWNER TREES TO REMAIN AND TREES TO BE REMOVED. EXERCISE CAUTION DURING ANY CONSTRUCTION IN VICINITY OF TREES TO REMAIN.
 - (D5) STAIRS/RAMP TO BE REMOVED AND REPLACED. SEE ARCHITECTURAL DRAWINGS.
 - (D6) GRAVEL PARKING AREA TO BE RE-GRADED. SEE GRADING PLAN FOR MORE INFORMATION.

CAMPUS PLANNING
 AND CONSTRUCTION
 COLUMBIA, SC 29208

SOUTH CAROLINA
 PROFESSIONAL ENGINEER
 NO. 24748

DATE	BY	DESCRIPTION
07-31-2013	LMB	DRAWN BY
		CHECKED BY
		DATE
		BY
		DESCRIPTION
		REV.

EXISTING CONDITIONS

USC AT BEAUFORT
 BEAUFORT COUNTY, BEAUFORT, S.C.

University of South Carolina

PROJECT TITLE:
 SHEET:
 C1 OF 4

The Palmetto Utility Protection Service, Inc.
 100 South Square Blvd., Suite 200 Columbia, South Carolina 29204 (803) 939-1117
South Carolina 811
 Call 811 Before you Dig
 3 DAYS BEFORE DIGGING IN SOUTH CAROLINA
CALL 811
 CONTRACTOR SHALL CONTACT THE UNDERGROUND LOCATORS EVERY 10 DAYS FOR AN UPDATE TO UTILITY LOCATIONS.

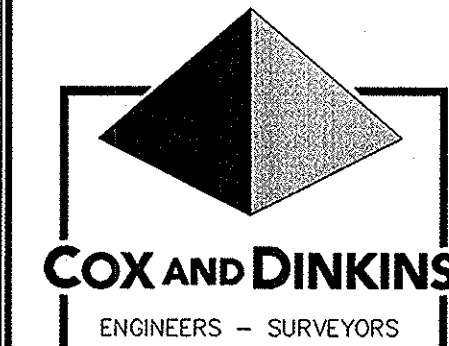
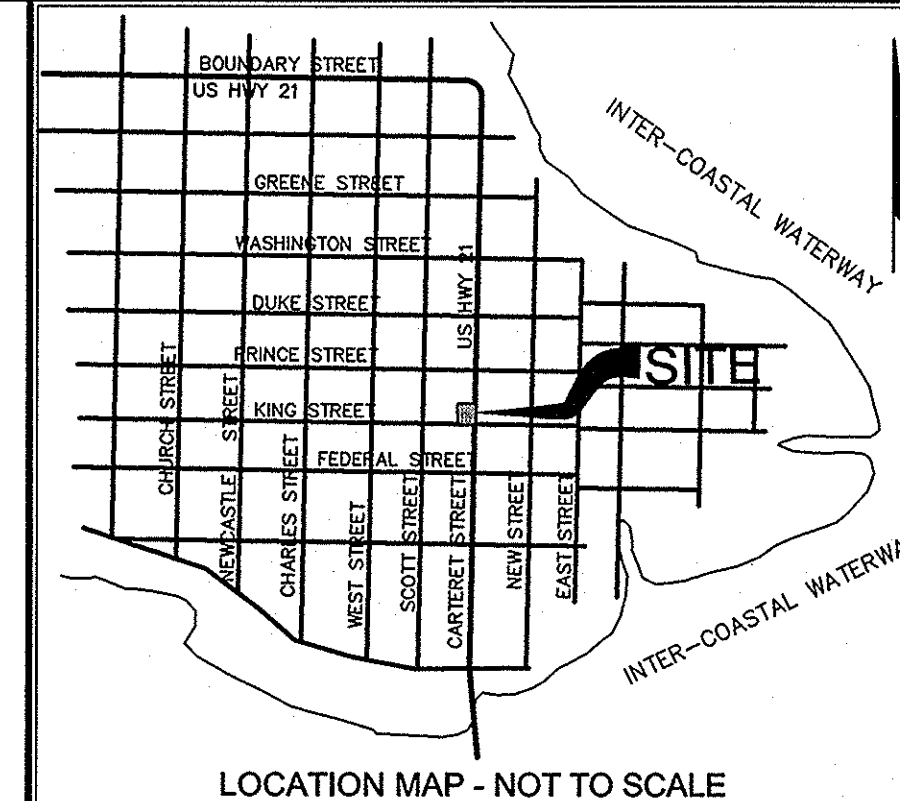
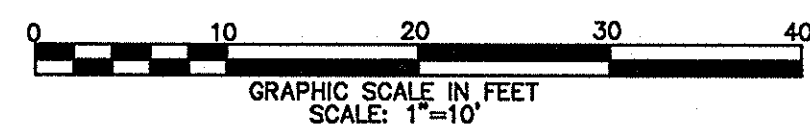
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 TMS#121 004 000 0630 0000

NOW OR FORMERLY
 Gregory L. Huddy
 TMS#121 004 000 0628 0000

NOW OR FORMERLY
 Fred H. Kuhn
 TMS#121 004 000 0631 0000

SC GRID NORTH



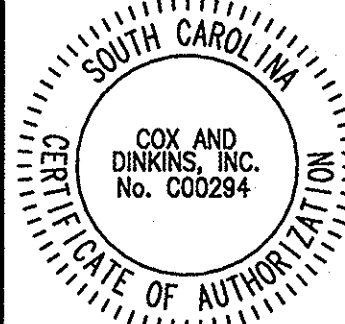
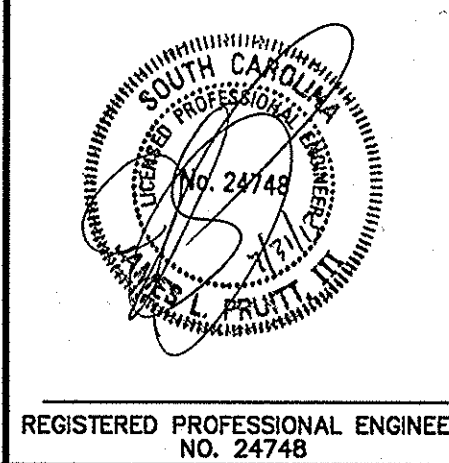
COX AND DINKINS
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 724 BELTLINE BLVD.
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 803-254-0518
 Fax: 803-765-0993
 Email: cdinc@coxanddinkins.com

PROJECT: 1668
 TMS 121 004 000 0632 0000
 BOOK Z04-11-18 SF NO. 354 24

CAMPUS PLANNING
 AND CONSTRUCTION
 COLUMBIA, SC 29208

LEGEND



REFERENCES:

THE SAME BEING SHOWN ON A PLAT PREPARED FOR THE UNIVERSITY OF SOUTH CAROLINA AT BEAUFORT, BY ERIC H. FREIESLEBEN, DATED FEBRUARY 22, 1991, AND RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR BEAUFORT COUNTY IN DEED BOOK 6804, PAGE 875. REFERENCE IS ALSO MADE TO LOT 45, BLOCK "J", SHOWN ON PLAT OF THE TOWN OF BEAUFORT, MADE BY THE UNITED STATES DIRECT TAX COMMISSIONERS, DATED FEBRUARY 10, 1863.

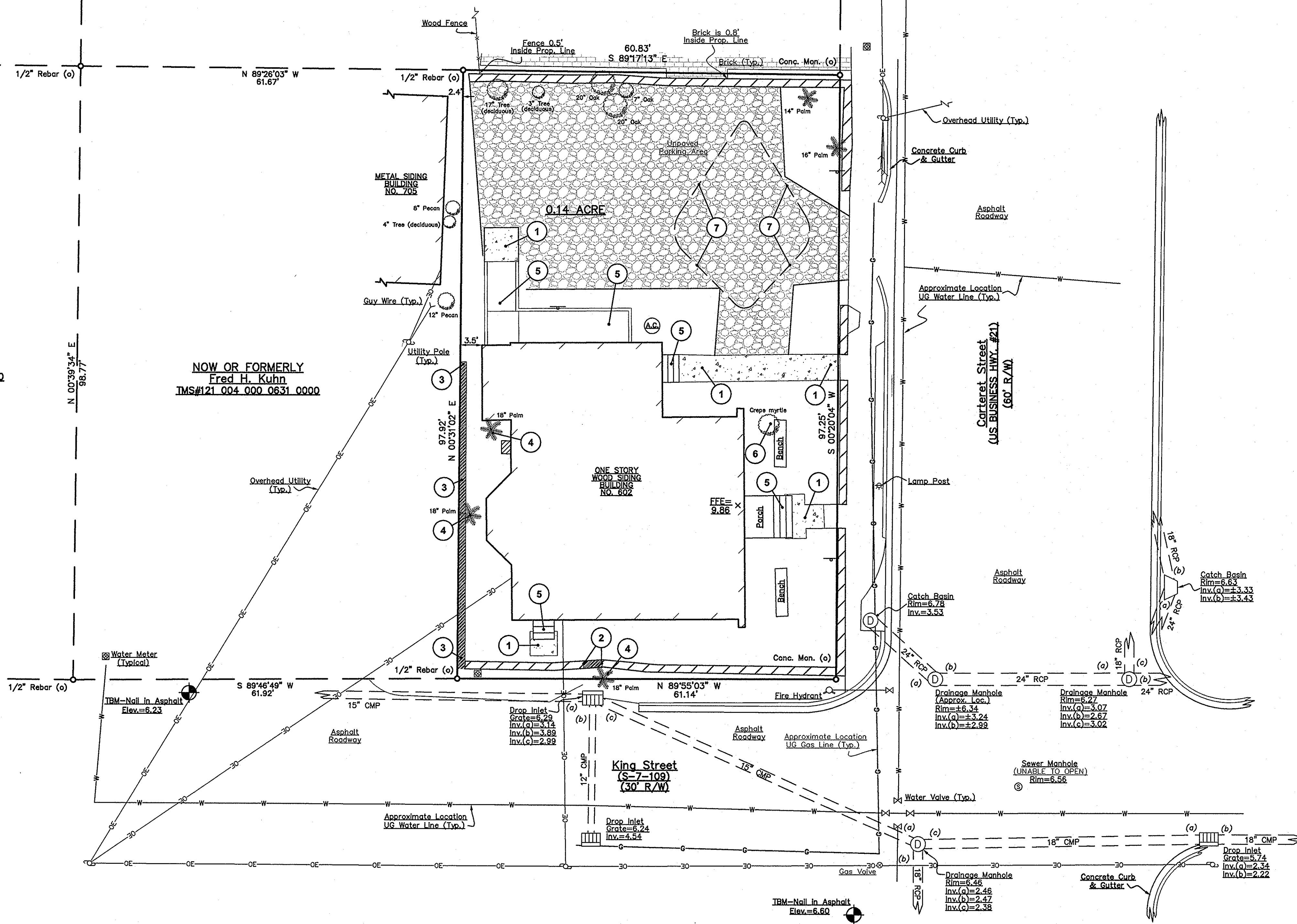
NOTES:

- 1) THE LOCATION OF OTHER UNDERGROUND UTILITIES AND THEIR SERVICES ARE UNKNOWN.
- 2) CONTOUR INTERVAL ELEVATIONS ARE ONE (1) FOOT.
- 3) REFERENCE MARK USED IS SC DOT MONUMENT DESIGNATED "TIDAL 7", ELEVATION=9.26 (feet) (NAVD 88 DATUM), AS TAKEN FROM NGS DATA SHEET. <http://www.ngs.noaa.gov/>.
- 4) PAINT ABOVE GROUND WAS PAINTED BY OTHERS TO REPRESENT THE APPROXIMATE LOCATIONS OF UNDERGROUND UTILITIES.
- 5) TREE SIZES AND SPECIES SHOWN ARE APPROXIMATE ONLY AND TO THE BEST OF THE SURVEYOR'S ABILITY. THE GRAPHICAL REPRESENTATIONS SHOWN ON THIS MAP ARE NOT MEANT TO BE AN EXACT DEPICTION OF THE TREE OR THE TREE CANOPY. IF A MORE DETAILED OR ACCURATE LOCATION AND/OR DESCRIPTION OF THE TREES IS DEEMED NECESSARY, COX AND DINKINS, INC., STRONGLY SUGGESTS AN ARBORIST BE CONSULTED.

CODED SITE NOTES

- 1 NEW CONCRETE SIDEWALK. SEE DETAIL.
- 2 NEW BLOCK WALL TO MATCH EXISTING BLOCK WALL. SEE GRADING & STORM DRAINAGE PLAN FOR EXTENTS OF CONSTRUCTION.
- 3 NEW BLOCK WALL. SEE ARCHITECTURAL DRAWINGS.
- 4 CONTRACTOR SHALL VERIFY WITH OWNER TREES TO REMAIN AND TREES TO BE REMOVED. EXERCISE CAUTION DURING ANY CONSTRUCTION IN VICINITY OF TREES TO REMAIN.
- 5 NEW STAIRS/RAMP. SEE ARCHITECTURAL DRAWINGS.
- 6 CONTRACTOR SHALL EXERCISE CAUTION DURING ANY CONSTRUCTION IN VICINITY OF CRAPE MYRTLE. ALL CARE TO BE GIVEN TO PROTECT TREE.
- 7 EXISTING GRAVEL PARKING AREA TO BE RE-GRADED. SEE GRADING PLAN FOR MORE INFORMATION.

SITE PLAN



PROJECT TITLE:
USC AT BEAUFORT
 BEAUFORT COUNTY, BEAUFORT, S.C.

University of South Carolina

SHEET:
 C2 OF 4

The Palmetto Utility Protection Service, Inc.
 818 South 17th Street, Suite 200, Columbia, South Carolina 29201 (803) 934-1117

South Carolina 811
 Call 811 Before you Dig

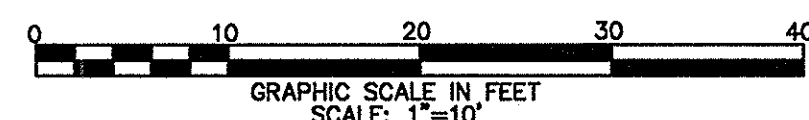
3 DAYS BEFORE DIGGING IN SOUTH CAROLINA
CALL 811

CONTRACTOR SHALL CONTACT THE UNDERGROUND LOCATORS EVERY 10 DAYS FOR AN UPDATE TO UTILITY LOCATIONS.

ALTERNATE 1

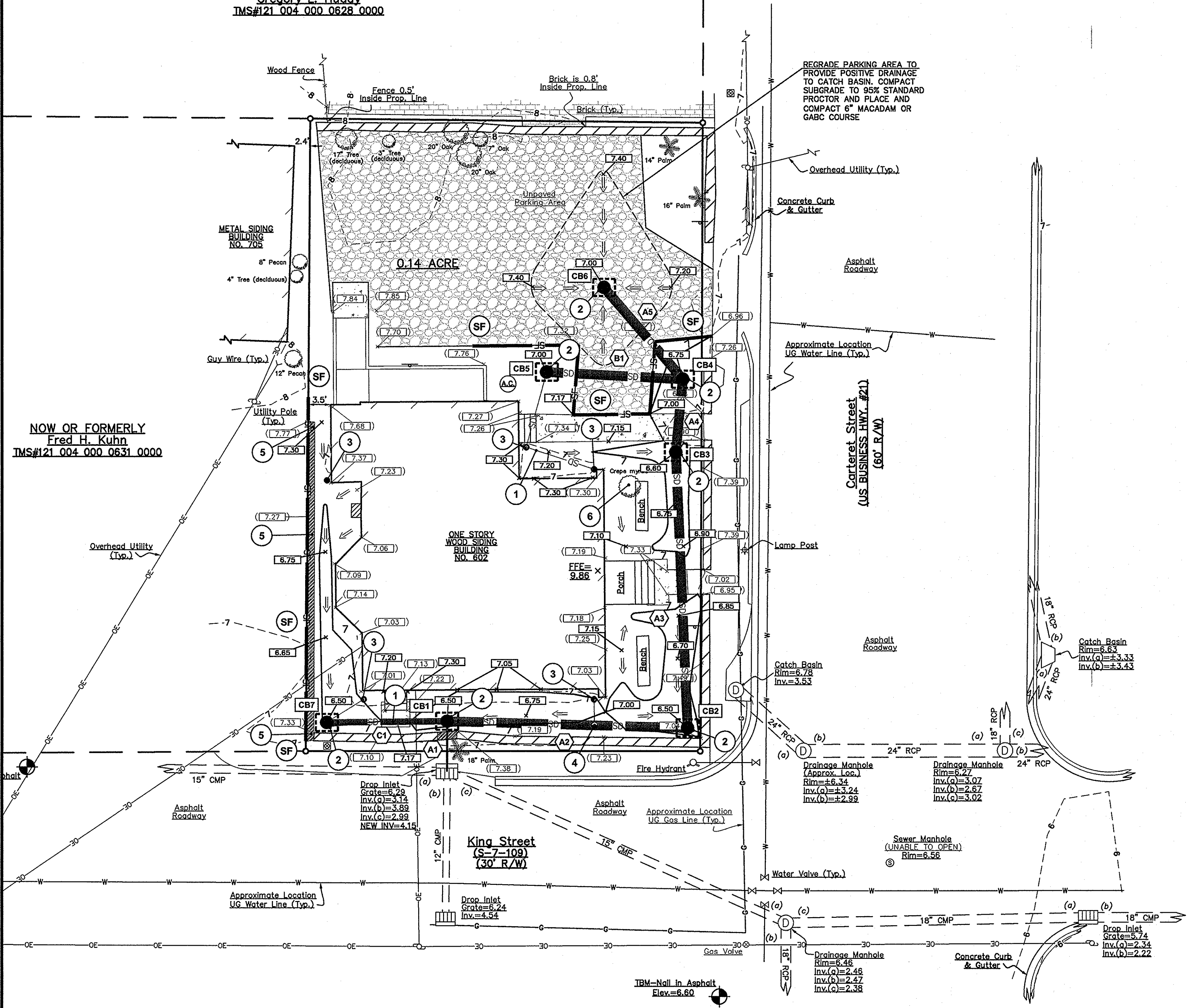
NOTES TO CONTRACTOR

- CONTRACTOR SHALL ENSURE THAT NOT MORE THAN 20' OF TRENCH IS EXPOSED AT ANY GIVEN TIME DURING CONSTRUCTION. CONTRACTOR TO EXERCISE EXTREME CAUTION DURING ANY CONSTRUCTION IN THE VICINITY OF THE BUILDING FOUNDATIONS.
- BACKFILL STORM DRAINAGE PIPING WITH GRANULAR MATERIAL, HAND TAMP IN PLACE. CONTRACTOR SHALL NOT USE MECHANICAL OR VIBRATORY COMPACTION EQUIPMENT.
- ALL CATCH BASINS TO HAVE A 6" MINIMUM SUMP.



NOW OR FORMERLY
 Gregory L. Huddy
 TMS#121 004 000 0628 0000

NOW OR FORMERLY
 Fred H. Kuhn
 TMS#121 004 000 0631 0000

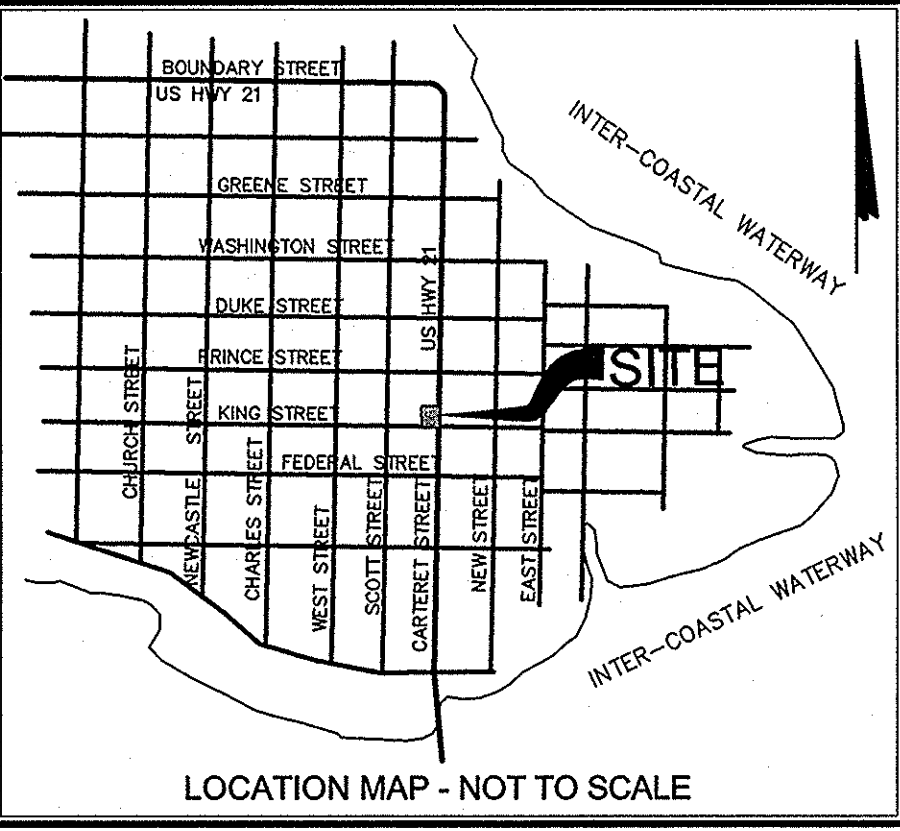


EROSION CONTROL NOTES

- LAND DISTURBING ACTIVITIES SHALL NOT COMMENCE UNTIL APPROVAL TO DO SO HAS BEEN ISSUED BY GOVERNING AUTHORITIES.
- THE CONTRACTOR SHALL COMPLY WITH ALL STATE & LOCAL ORDINANCES THAT APPLY.
- ALL SEDIMENT AND EROSION CONTROL DEVICES SHALL BE INSPECTED EVERY SEVEN (7) DAYS. IF INSPECTIONS IDENTIFY BMP'S THAT ARE DAMAGED OR ARE NOT OPERATING EFFECTIVELY, MAINTENANCE MUST BE PERFORMED AS SOON AS PRACTICAL OR AS REASONABLY POSSIBLE & BEFORE THE NEXT STORM EVENT WHENEVER PRACTICABLE.
- THE EROSION CONTROL MEASURES INCLUDED IN THE STORM WATER POLLUTION PREVENTION PLAN SHALL BE INSTALLED PRIOR TO INITIAL LAND DISTURBANCE ACTIVITIES OR AS SOON AS PRACTICAL. SEDIMENT SHALL BE PREVENTED FROM DISCHARGING FROM THE PROJECT SITE BY INSTALLING & MAINTAINING CONTROL PRACTICES AS SHOWN ON THIS PLAN. IF SHOWN ON THESE PLANS, ENERGY-DISSIPATION DEVICES OR EROSION CONTROL AT THE OUTFALL OF THE STORM SEWER SYSTEM SHALL BE INSTALLED AT THE TIME OF THE CONSTRUCTION OF THE OUTFALL STRUCTURAL PRACTICES SHALL BE USED TO CONTROL EROSION FROM ALL SITES REMAINING UNDISTURBED FOR MORE THAN 14 DAYS.
- THE CONTRACTOR SHALL CONTROL WASTES, GARBAGE, DEBRIS, WASTEWATER, & OTHER SUBSTANCES ON THE SITE IN SUCH A WAY THAT THEY SHALL NOT BE TRANSPORTED FROM THE SITE BY THE ACTION OF WINDS, STORM WATER RUNOFF, OR OTHER FORCES. PROPER DISPOSAL OR MANAGEMENT OF ALL WASTES & UNUSED BUILDING MATERIAL, APPROPRIATE TO THE NATURE OF THE WASTE OR MATERIAL IS REQUIRED. COMPLIANCE WITH ALL STATE OR FEDERAL REGULATIONS REGARDING WASTE DISPOSAL, SANITARY SEWER, OR SEPTIC SYSTEMS.
- THE CONTRACTOR MUST TAKE NECESSARY ACTION TO MINIMIZE THE TRACKING OF MUD ONTO PAVED ROADWAY(S) FROM CONSTRUCTION AREAS & GENERATION OF DUST. THE CONTRACTOR SHALL DAILY REMOVE MUD/SOIL FROM PAVEMENT, AS MAY BE REQUIRED.
- ALL ON-SITE STORM DRAIN INLETS SHALL BE PROTECTED AGAINST SEDIMENTATION AS SHOWN ON THESE PLANS.
- STABILIZATION MEASURES SHALL BE INITIATED AS SOON AS PRACTICABLE IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED, BUT IN NO CASE MORE THAN FOURTEEN (14) DAYS AFTER WORK HAS CEASED, EXCEPT WHERE STABILIZATION BY THE 14TH DAY IS PRECLUDED BY SNOW COVER OR FROZEN GROUND CONDITIONS, STABILIZATION MEASURES MUST BE INITIATED AS SOON AS PRACTICABLE, OR WHERE CONSTRUCTION ACTIVITY ON A PORTION OF THE SITE IS TEMPORARILY CEASED, & EARTH-DISTURBING ACTIVITIES WILL BE RESUMED WITHIN 14 DAYS, STABILIZATION MEASURES DO NOT HAVE TO BE INITIATED ON THAT PORTION OF THE SITE.
- THIS EROSION CONTROL PLAN SHALL BE IMPLEMENTED ON ALL DISTURBED AREAS WITHIN THE CONSTRUCTION SITE. ALL MEASURES INVOLVING EROSION CONTROL PRACTICES SHALL BE INSTALLED UNDER THE GUIDANCE OF QUALIFIED PERSONNEL EXPERIENCED IN EROSION CONTROL, & FOLLOWING THE PLANS & SPECIFICATIONS INCLUDED HEREIN.
- DURING THE PERIOD OF CONSTRUCTION ACTIVITY, ALL SEDIMENT BASINS & OTHER EROSION CONTROL MEASURES SHALL BE MAINTAINED BY THE CONTRACTOR. AT COMPLETION OF CONSTRUCTION THE CONTRACTOR SHALL COORDINATE THE TRANSFER OF MAINTENANCE RESPONSIBILITIES, IF REQUIRED, WITH THE OWNER. MAINTENANCE SHALL BE IN ACCORDANCE WITH DHEC'S MANUAL, "SOUTH CAROLINA STORMWATER MANAGEMENT & SEDIMENT CONTROL HANDBOOK FOR LAND DISTURBANCE ACTIVITIES".
- ALL EROSION CONTROL PRACTICES SHALL BE IN ACCORDANCE WITH "SOUTH CAROLINA STORMWATER MANAGEMENT & SEDIMENT CONTROL HANDBOOK FOR LAND DISTURBANCE ACTIVITIES".
- RESIDENTIAL SUBDIVISIONS REQUIRE EROSION CONTROL FEATURES FOR INFRASTRUCTURE AS WELL AS FOR INDIVIDUAL LOT CONSTRUCTION. INDIVIDUAL PROPERTY OWNERS SHALL FOLLOW THESE PLANS DURING CONSTRUCTION OR OBTAIN APPROVAL OF AN INDIVIDUAL PLAN IN ACCORDANCE WITH S.C. REG. 72-300 ET SEQ. AND SCR10000.
- TEMPORARY DIVERSION BERMS AND/OR DITCHES WILL BE PROVIDED AS NEEDED DURING CONSTRUCTION TO PROTECT WORK AREAS FROM UPSLOPE RUNOFF AND/OR TO DIVERT SEDIMENT-LADEN WATER TO APPROPRIATE TRAPS OR STABLE OUTLETS.
- ALL WATERS OF THE STATE (WoS), INCLUDING WETLANDS, ARE TO BE FLAGGED OR OTHERWISE CLEARLY MARKED IN THE FIELD. A DOUBLE ROW OF SILT FENCE IS TO BE INSTALLED IN ALL AREAS WHERE A 10-FOOT BUFFER CAN'T BE MAINTAINED BETWEEN THE DISTURBED AREA & ALL WoS. A 10-FOOT BUFFER SHALL MAINTAINED BETWEEN THE LAST ROW OF SILT FENCE & ALL WoS.
- LITTER, CONSTRUCTION DEBRIS, OILS, FUELS, & BUILDING PRODUCTS WITH SIGNIFICANT POTENTIAL FOR IMPACT (SUCH AS STOCKPILES OF FRESHLY TREATED LUMBER) & CONSTRUCTION COILED EXPOSED TO STORM WATER TO PREVENT THE POLLUTANT SOURCE IN STORM WATER DISCHARGES.
- ALL EROSION CONTROL DEVICES SHALL BE PROPERLY MAINTAINED DURING ALL PHASES OF CONSTRUCTION UNTIL THE COMPLETION OF ALL CONSTRUCTION ACTIVITIES & ALL DISTURBED AREAS HAVE BEEN STABILIZED. ADDITIONAL CONTROL DEVICES MAY BE REQUIRED DURING CONSTRUCTION ORDER CONTROL EROSION AND/OR OFFSITE SEDIMENTATION. ALL TEMPORARY CONTROL DEVICES SHALL BE REMOVED ONCE CONSTRUCTION IS COMPLETE & THE SITE IS STABILIZED.
- EXISTING VEGETATION SHALL BE PROTECTED AS MUCH AS PRACTICAL.
- IF THE APPROVED EROSION CONTROL PLAN MUST BE RETAINED ON-SITE AT ALL TIMES DURING THE PERIOD OF CONSTRUCTION.
- IF NECESSARY, SLOPES, WHICH EXCEED EIGHT (8) VERTICAL FEET SHOULD BE STABILIZED WITH SYNTHETIC OR VEGETATIVE MATS, IN ADDITION TO HYDRO- SEEDING IT MAY BE NECESSARY TO INSTALL TEMPORARY SLOPE DRAINS DURING CONSTRUCTION. TEMPORARY BERMS MAY BE NEEDED UNTIL THE SLOPE IS BROUGHT TO GRADE.
- IF SYNTHETIC OR PERMANENT VEGETATIVE MATTING IS USED, THE MANUFACTURER'S REPRESENTATIVE WILL APPROVE, IN WRITING, THE INSTALLATION OF THE MATERIAL. A LETTER WILL BE PROVIDED TO THE ENGINEER & OWNER.
- IF THE INSTALLATION OF THE STORM DRAINAGE SYSTEM IS INTERRUPTED BY WEATHER OR NIGHTFALL, PIPE ENDS SHALL BE COVERED WITH FILTER FABRIC.
- PROVIDE SILT FENCE AND/OR OTHER CONTROL DEVICES, AS MAY BE REQUIRED, TO CONTROL SOIL EROSION DURING UTILITY CONSTRUCTION. ALL DISTURBED AREAS SHALL BE CLEANED, GRADED, & STABILIZED WITH GRASSING IMMEDIATELY AFTER THE UTILITY INSTALLATION. FILL COVER & TEMPORARY SEEDING AT THE END OF EACH DAY ARE RECOMMENDED. IF WATER IS ENCOUNTERED WHILE TRENCHING, THE WATER SHOULD BE FILTERED TO REMOVE ANY SEDIMENT BEFORE BEING PUMPED BACK INTO ANY WATERS OF THE STATE.
- THE CONTRACTOR SHALL REMOVE SEDIMENT FROM THE DETENTION POND/SEDIMENT BASIN AT SUCH TIME AS IT REACHES A DEPTH OF 0.5 FEET ABOVE THE DESIGN BOTTOM ELEVATION OF THE POND/BASIN. DISPOSAL OF THE MATERIAL IS ALSO THE RESPONSIBILITY OF THE CONTRACTOR.
- THE CONTRACTOR SHALL REMOVE ALL ACCUMULATED SEDIMENT FROM THE DETENTION POND/SEDIMENT BASIN AFTER THE SITE IS STABILIZED, ENSURING THAT THE DESIGN VOLUME OF THE POND/BASIN WILL BE MAINTAINED.
- ALL TEMPORARY CONTROL DEVICES SHALL BE REMOVED ONCE CONSTRUCTION IS COMPLETE & THE SITE IS STABILIZED.
- THE CONTRACTOR SHALL RE-SPREAD THE TOPSOIL ON SITE AS MUCH AS POSSIBLE PRIOR TO FINAL GRADING AND STABILIZATION.
- THIS PLAN SHALL NOT BE CONSIDERED ALL INCLUSIVE. THE CONTRACTOR SHALL TAKE ALL NECESSARY MEASURES AT HIS EXPENSE TO REDUCE EROSION & PREVENT SEDIMENT FROM LEAVING THE SITE. THE CONTRACTOR IS RESPONSIBLE FOR ALL CLEANUP & REPAIR ON-SITE AND DOWNSTREAM DUE TO EROSION & SILTATION.

EROSION CONTROL LEGEND

- (SF) SILT FENCE PROTECTION
- (□) SILT BOX INLET PROTECTION



LEGEND

- (7.28) EXISTING SPOT ELEVATIONS
- (7.29) PROPOSED SPOT ELEVATION
- 5 PROPOSED CONTOURS
- 7 EXISTING CONTOURS
- DIRECTION OF FLOW
- SD PROPOSED STORM DRAINAGE LINE

REFERENCES:

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CODED STORM DRAINAGE NOTES

- 12" HDPE PIPE @ MINIMUM 1.0% SLOPE WITH MINIMUM 1' OF COVER.
- 24" NYLOPLAST CATCH BASIN WITH STANDARD GRATE (SEE DETAILS).
- DOWNSPOUT LOCATION. VERIFY WITH ARCHITECTURAL PLANS.
- ROOF DRAINAGE CLEANOUT (SEE DETAILS).
- CONTRACTOR TO COLLECT ELEVATION DATA ALONG NEW WALL AND INSTALL 4" WEEP HOLE SLEEVED WITH PVC PIPE AS NECESSARY TO ALLOW POSITIVE DRAINAGE. COORDINATE WITH ARCHITECT.
- CONTRACTOR SHALL EXERCISE EXTREME CAUTION DURING ANY CONSTRUCTION IN VICINITY OF CRAPE MYRTLE. ALL CARE TO BE GIVEN TO PROTECT TREE.

CB1 GRATE = 6.50
INV = 4.19

CB2 GRATE = 6.50
INV = 4.38

CB3 GRATE = 6.60
INV = 4.60

CB4 GRATE = 6.75
INV = 4.66

CB5 GRATE = 7.00
INV = 4.76

CB6 GRATE = 7.00
INV = 4.77

CB7 GRATE = 6.50
INV = 4.29

A1 8' OF 3" PVC @ 0.5%
(TIE INTO EXISTING CATCH BASIN)

A2 37' OF 18" HDPE @ 0.5%

A3 43' OF 18" HDPE @ 0.5%

A4 11' OF 18" HDPE @ 0.5%

A5 19' OF 18" HDPE @ 0.5%

B1 21' OF 18" HDPE @ 0.5%

C1 19' OF 12" HDPE @ 0.5%

COX AND DINKINS
 ENGINEERS - SURVEYORS

COX AND DINKINS, INC.
 724 BELLINE BLVD.
 COLUMBIA, SC 29205
 803-254-0518
 Fax: 803-765-0993
 Email: cdinc@coxanddinkins.com

PROJECT: 1668

TMS
 121 004 000 0632 0000

BOOK SF NO.
 204-11-18 354 24

REGISTERED PROFESSIONAL ENGINEER
 NO. 24748

CAMPUS PLANNING
 AND CONSTRUCTION
 COLUMBIA, SC 29208

SOUTH CAROLINA
 STATE OF AUTHORIZATION
 COX AND DINKINS, INC.
 No. C00294

DATE	BY	DESCRIPTION
07-31-2013	LMB	DRAWING
07-31-2013	LMB	DATE
		ORIG. BY
		BY
		REV.

GRADING & STORM DRAINAGE PLAN

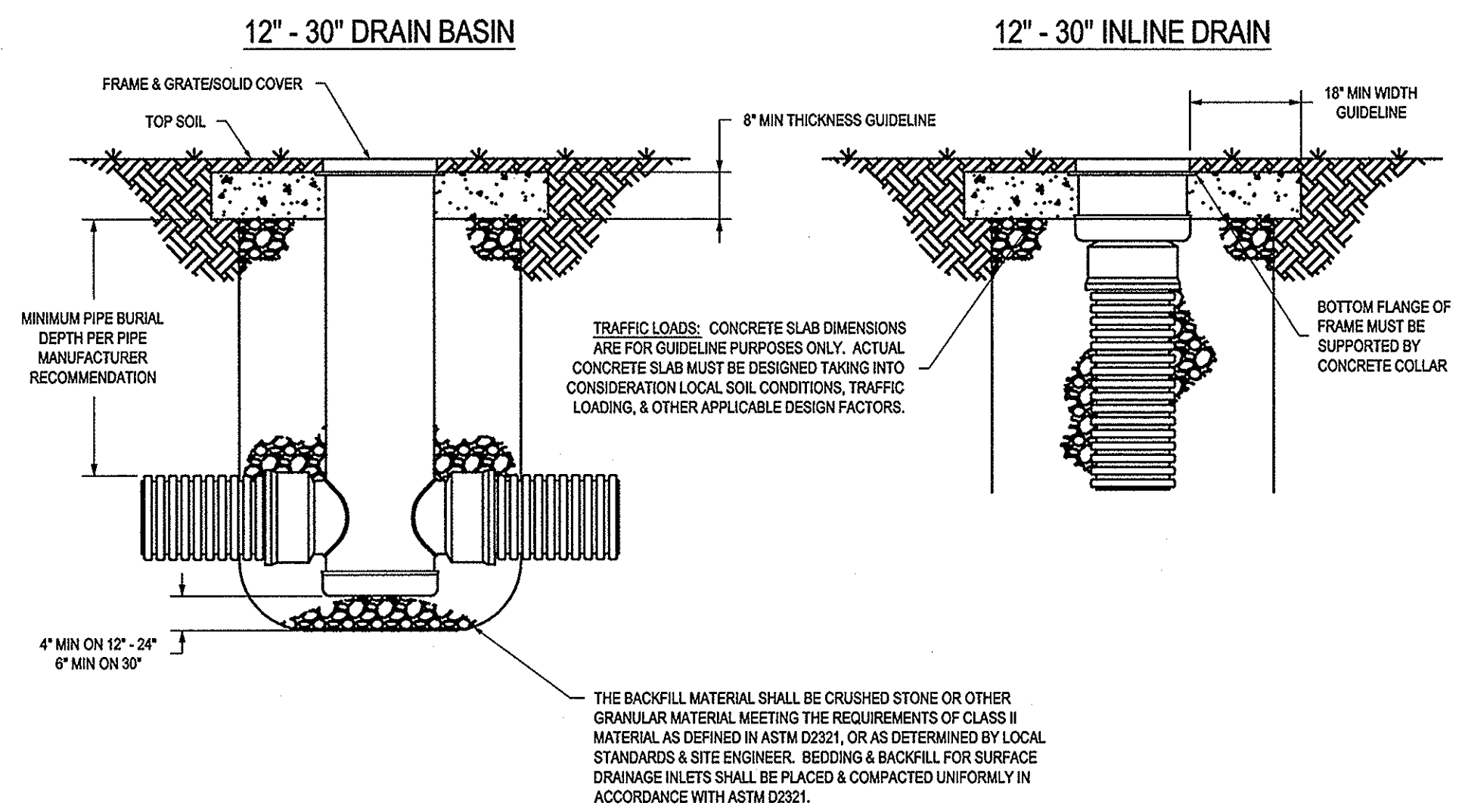
USC AT BEAUFORT
 BEAUFORT COUNTY, BEAUFORT, S.C.

University of South Carolina

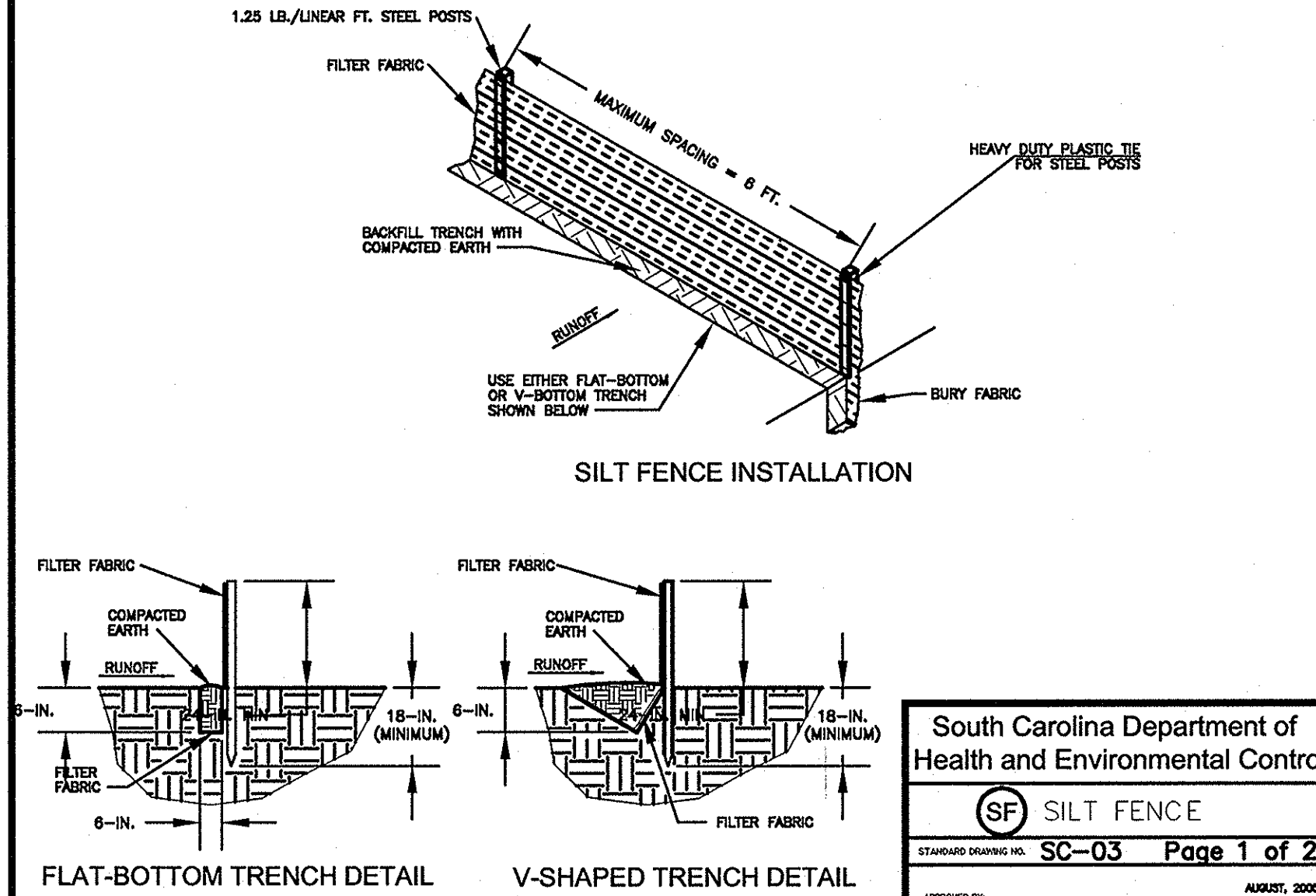
PROJECT TITLE: GRADING & STORM DRAINAGE PLAN

SHEET: C3 OF 4

NYLOPLAST TURF TRAFFIC INSTALLATION



1. GRATES/SOLID COVERS SHALL MEET H-20 LOAD RATING FOR 30' PEDESTRIAN & 12\"/>	THIS PRINT DISCLOSES SUBJECT MATTER BY WHOM NYLOPLAST HAS PROPRIETARY RIGHTS. THE RECEIPT OR POSSESSION OF THIS PRINT DOES NOT CONFER, TRANSFER, OR LICENSE THE USE OF THE DESIGN OR TECHNICAL INFORMATION SHOWN HEREIN.	DRAWN BY: EBC	MATERIAL:	3153 VERNON AVE BURLINGAME, CA 94010 PH: (770) 832-2343 FAX: (770) 832-2390 www.nyloplast.com
	REPRODUCTION OF THIS PRINT OR ANY INFORMATION CONTAINED HEREIN, OR MANUFACTURE OF ANY ARTICLE HEREFROM, FOR THE DISCLOSURE TO OTHERS IS FORBIDDEN, EXCEPT BY SPECIFIC WRITTEN PERMISSION FROM NYLOPLAST.	DATE: 1-10-09	PROJECT NO:	TITLE
		REVISION BY: EBC	DATE: 3-15-10	12\"/>
		DWG SIZE: A	SCALE: 1/2\"/>	7001-110-340 REV: B



SILT FENCE DETAIL
When and Where to Use It
 Silo fence is applicable in areas:
 Where the maximum sheet or overlap flow path length to the fence is 100-feet.
 Where the maximum slope steepness (normal [perpendicular] to fence line) is 2H:1V.
 That do not receive concentrated flows greater than 0.5 cfs.
 Do not place silo fence across channels or use it as a velocity control BMP.

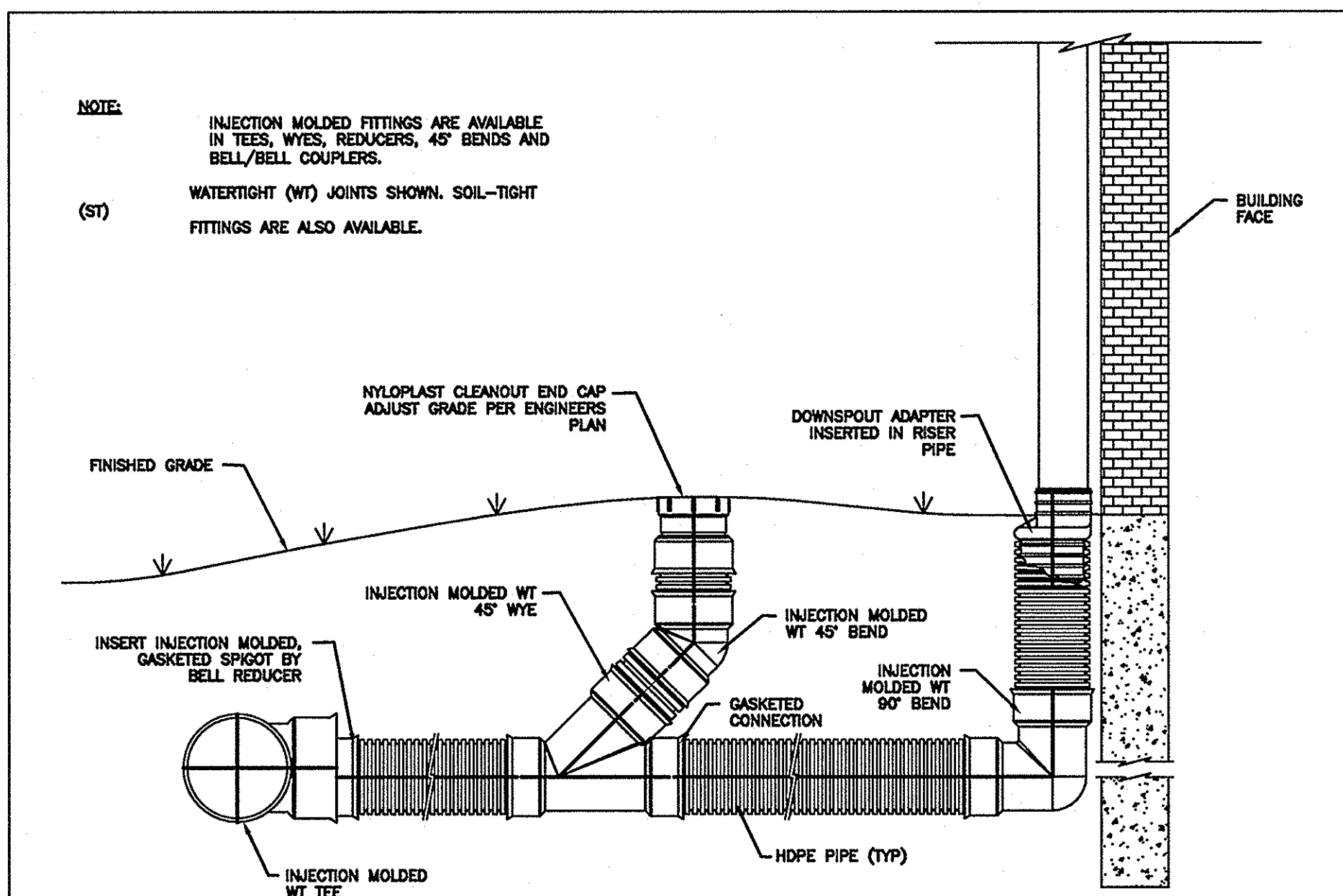
Materials
Steel Posts
 Use 48-inch long steel posts that meet the following minimum physical requirements:
 Composed of high strength steel with minimum yield strength of 50,000 psi.
 Have a standard "T" section with a nominal face width of 1.38-inches and nominal "T" length of 1.48-inches.
 Weigh 1.25 pounds per foot (± 8%).
 Have a soil stabilization plate with a minimum cross section area of 17-square inches attached to the steel posts. Painted with a water based baked enamel paint.

Use steel posts with a minimum length of 4-feet, weighing 1.25 pounds per linear foot (± 8%) with projections to aid in fastening the fabric. Except when heavy clay soils are present on site, steel posts will have a metal soil stabilization plate welded near the bottom such that when the post is driven to the proper depth, the plate will be below the ground level for added stability. The soil plates should have the following characteristics:
 Be composed of minimum 1/2 inch steel.
 Have a minimum cross section area of 17-square inches.

Geotextile Filter Fabric
 Filter fabric is:
 Composed of fibers consisting of long chain synthetic polymers composed of at least 85% by weight of polyolefins, polyesters, or polyamides. Formed into a network such that the filaments or yarns retain dimensional stability relative to each other. Free of any treatment or coating which might adversely affect its physical properties after installation. Free of defects or flaws that significantly affect its physical and/or filtering properties. Cut to a minimum width of 36 inches.

Use only fabric appearing on the SCDOT Approval Sheet #34 meeting the requirements of the most current edition of the SCDOT Standard Specifications for Highway Construction.

South Carolina Department of Health and Environmental Control
 SILT FENCE
 STANDARD DRAWING NO. SC-03 Page 1 of 2
 APPROVED BY: [Signature] DATE: AUGUST, 2008

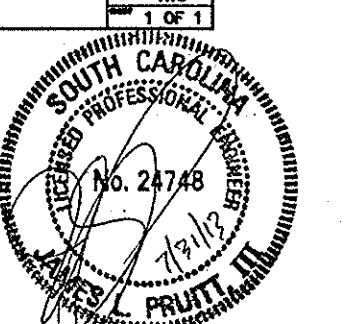


REV.	DESCRIPTION	T/R	DATE	BY
1	UPDATED DRAWING		01/11/07	CHS
			04/22/03	

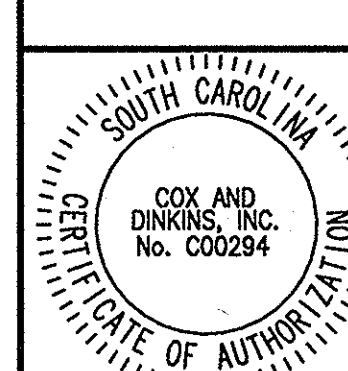
48207 ADL, INC.
 ADVANCED DRAINAGE SYSTEMS, INC. (ADS) HAS PREPARED THIS DETAIL BASED ON INFORMATION PROVIDED TO ADS. THIS DRAWING IS INTENDED TO DETAIL THE COMPONENTS AS REQUESTED. ADS HAS NOT PERFORMED ANY ENGINEERING OR DESIGN SERVICES FOR THIS PROJECT, NOR HAS ADS INDEPENDENTLY VERIFIED THE INFORMATION SUPPLIED. THE INSTALLATION DETAILS PROVIDED HEREIN ARE GENERAL RECOMMENDATIONS AND ARE NOT SPECIFIC FOR THIS PROJECT. THE DESIGN ENGINEER SHALL PROVIDE DESIGN DETAILS PRIOR TO CONSTRUCTION. IF THE DESIGN ENGINEER IS RESPONSIBLE TO THE DESIGN ENGINEER SHALL PROVIDE DESIGN DETAILS OR EXISTING APPROPRIATE NATIONAL, STATE, OR LOCAL REQUIREMENTS AND TO ENSURE THAT THE DETAILS PROVIDED HEREIN ARE ACCEPTABLE FOR THIS PROJECT.

48207 ADL, INC.
 8007 DRAIN W/45 WYE CLEANOUT
 4640 TREHMAN BLVD
 HILLARIO, OHIO 43026
 DRAWING NUMBER: STD-1001
 APPROVED DRAWING: [Signature]

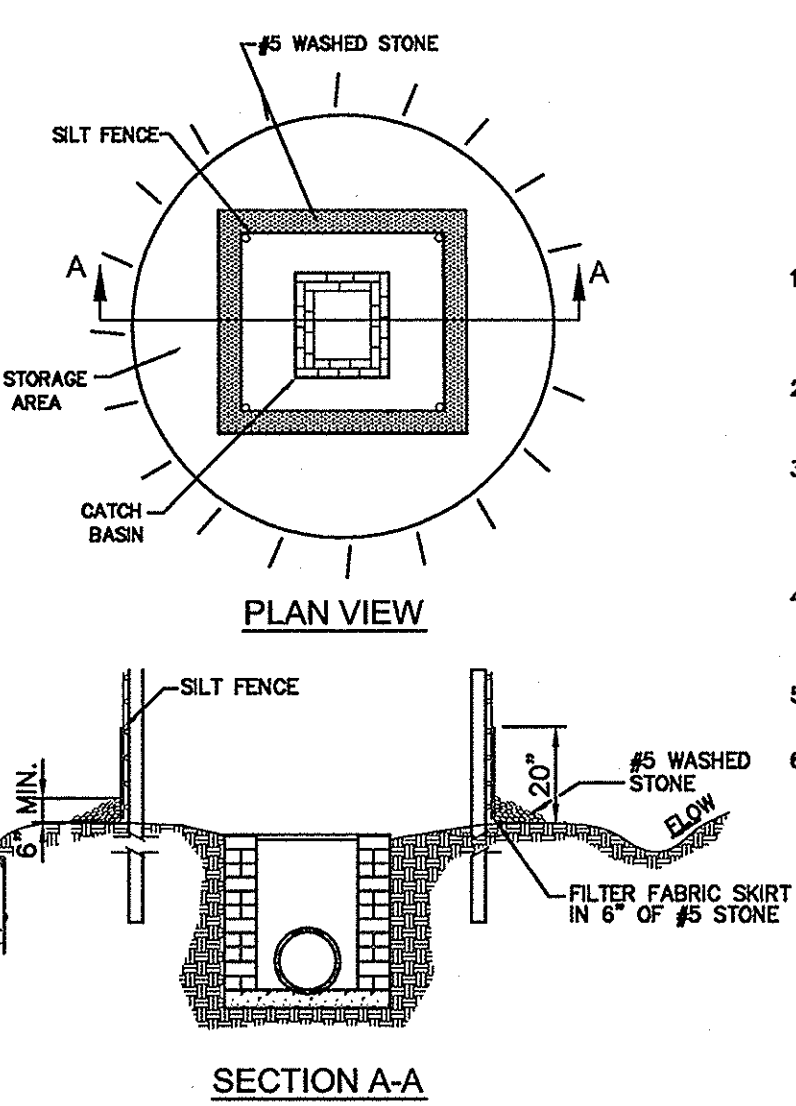
ALTERNATE 1



CAMPUS PLANNING AND CONSTRUCTION
 COLUMBIA, SC 29208

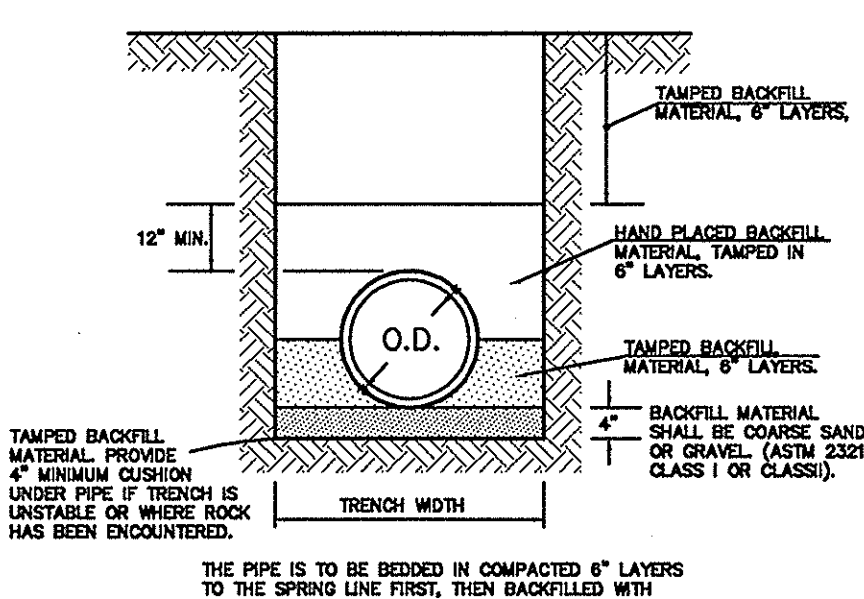


CHECKED BY:	DATE:	DRAWN BY:	DATE:
ORIG. BY:	DATE:	DATE:	DATE:
DISCREPION:	DATE:	DATE:	DATE:
BUILDING:	DATE:	DATE:	DATE:
REV:	DATE:	DATE:	DATE:



- GENERAL NOTES:**
- SEDIMENT SHALL BE REMOVED AND TRAP RESTORED TO ITS ORIGINAL DIMENSIONS WHEN THE SEDIMENT HAS ACCUMULATED TO 1/3 THE DESIGN DEPTH OF THE TRAP.
 - REMOVED SEDIMENT SHALL BE DEPOSITED IN A SUITABLE AREA AND IN SUCH A MANNER THAT IT WILL NOT ERODE.
 - THE STRUCTURE SHALL BE INSPECTED AFTER EACH STORM EVENT BY THE FINANCIALLY RESPONSIBLE PARTY OR HIS AGENT AND REPAIRS MADE AS NECESSARY.
 - CONSTRUCTION OPERATIONS SHALL BE CARRIED OUT IN SUCH A MANNER THAT EROSION AND WATER POLLUTION ARE MINIMIZED.
 - THE SEDIMENT TRAP SHALL BE REMOVED AND THE AREA STABILIZED.
 - WHEN THE DRAINAGE BASIN HAS BEEN PROPERLY STABILIZED, SEE SILT FENCE DETAIL FOR SILT FENCE INSTALLATION.

SILT-BOX INLET PROTECTION DETAIL



PVC PIPE BEDDING AND BACKFILLING DETAIL

SEEDING SCHEDULE

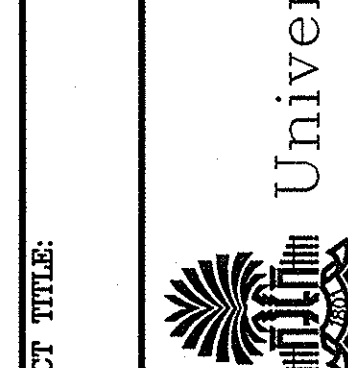
FROM MAY 1 - AUGUST 31	FROM SEPTEMBER 1 - APRIL 30
2 pounds Annual Rye Grass	2 pounds Annual Rye Grass
1.5 pounds Hulled Bermuda	1.5 pounds Hulled Bermuda
25 pounds 10-10-10 Fertilizer	25 pounds 10-10-10 Fertilizer
75 pounds Limestone	75 pounds Limestone
or	or
2 pounds Annual Rye Grass	2 pounds Annual Rye Grass
0.5 pound Hulled Bermuda	0.5 pound Hulled Bermuda
1 pound Unhulled Bermuda	1 pound Unhulled Bermuda
25 pounds 10-10-10 Fertilizer	25 pounds 10-10-10 Fertilizer
75 pounds Limestone	75 pounds Limestone
or	or
1 pound Annual Rye Grass	1 pound Annual Rye Grass
25 pounds Fescue Grass	25 pounds Fescue Grass
25 pounds 10-10-10 Fertilizer	25 pounds 10-10-10 Fertilizer
75 pounds Limestone	75 pounds Limestone
or	or
1 pound Unhulled Bermuda	1 pound Unhulled Bermuda
2 pounds Rye Grass or Grain Rye	2 pounds Rye Grass or Grain Rye
25 pounds Bahia Grass	25 pounds Bahia Grass
25 pounds 10-10-10 Fertilizer	25 pounds 10-10-10 Fertilizer
75 pounds Limestone	75 pounds Limestone

- * Bahia Grass is a good erosion control grass; however, it produces many seed heads which scatter to other areas. Bahia Grass is hard to mow, but it does not require the care that other grasses require. Around office buildings and within subdivisions, use 4 to 6 ounces of Centipede Grass in lieu of Bahia Grass or in combination with Bermuda Grass.
- ** For soils with clay subsoil. Do not plant in sandy soils.
- Notes:**
- On all vegetated swales or ditches with side slopes (cut or fill) steeper than 2:1, add 4 to 6 ounces per 1,000 square feet of Weeping Love Grass seed to any of the above mixtures.
 - Swale and ditch bottoms should be double seeded.
 - All slopes steeper than 2:1 shall be hydroseeded.
 - Growth of Rye Grass in early spring must be suppressed to prevent Rye from choking out permanent grass such as Bermuda, Bahia or Fescue.

TEMPORARY SEEDBED PREPARATION

- SURFACE WATER CONTROL MEASURES SHALL BE INSTALLED ACCORDING TO PLAN
- AREA TO BE SEEDBED SHALL BE RIPPED AND SPREAD WITH AVAILABLE TOP SOIL 3" DEEP. TOTAL SEEDBED PREPARED DEPTH SHALL BE 4" TO 6" DEEP.
- LOOSE ROCKS, ROOTS AND OTHER OBSTRUCTIONS SHALL BE REMOVED FROM THE SURFACE SO THAT THEY WILL NOT INTERFERE WITH ESTABLISHMENT AND MAINTENANCE OF VEGETATION. SURFACE FOR FINAL SEEDBED PREPARATION, AT FINISH GRADES SHOWN, SHALL BE REASONABLY SMOOTH AND UNIFORM.
- IF NO SOIL TEST IS TAKEN, FERTILIZER AND LIME TO BE ACCORDING TO SEEDING SCHEDULE. IN ADDITION, PROVIDE 15 LBS./100 SF OF SUPERPHOSPHATE.
- IF SOIL TEST IS TAKEN, PROVIDE LIME AND FERTILIZER ACCORDING TO SOIL TEST REPORT.
- LIME AND FERTILIZER SHALL BE APPLIED UNIFORMLY AND MIXED WITH THE SOIL DURING SEEDBED PREPARATION.
- MULCH TO BE TACKED OR MECHANICALLY TIED DOWN WITHIN TWO DAYS AFTER MULCH IS SPREAD.

USC AT BEAUFORT
 BEAUFORT COUNTY, BEAUFORT, S.C.



OSE FORM 00811

STANDARD SUPPLEMENTARY CONDITIONS

OWNER: University of South Carolina Beaufort

PROJECT NUMBER: H36-9512

PROJECT NAME: USCB Art Studio- Exterior 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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STANDARD SUPPLEMENTARY CONDITIONS

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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13.10 MINORITY BUSINESS ENTERPRISES

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

13.11 SEVERABILITY

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

13.12 ILLEGAL IMMIGRATION

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

13.13 SETOFF

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

13.14 DRUG-FREE WORKPLACE

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

13.15 FALSE CLAIMS

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

13.16 NON-INDEMNIFICATION:

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

3.111 *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: _____

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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)*

\$2,500 Landscape and Landscape design

\$8,500 Trim Allowance

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

Irrigation Plan and Product Specifications

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

1) Metal Roof

2) Landscape Plan

3) Irrigation Plan

4) Lead Paint Mitigation Plan

5) Painting Product Specifications to include MSDS sheets and Product Data Sheets.

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)*

Job Restroom and dumpster.

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

Lead Paint to be disposed of via SCDHEC approved methods

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

Property Assessment Report