UNIVERSITY OF SOUTH CAROLINA ONE WOOD FARM— ROOF FOR HORSE WALKER

**PROJECT # CP00429238** 

OCTOBER 20, 2015 CONSTRUCTION DOCUMENTS (FIELD CONSTRUCTION)



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### PROJECT NUMBER: CP00429238

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## SE-310 INVITATION FOR CONSTRUCTION SERVICES

PROJECT NAME: One Wood Farm – Roof fo	r Horse Walker		
PROJECT NUMBER: CP00429238			
PROJECT LOCATION: Blythewood, SC			
PERFORMANCE BOND REQUIRED?	Ύes ⊠ No □ √es ⊠ No □ √es ⊠ No □	NOTE: Contractor may be subje appraisal at the close of t CONSTRUCTION COST RANGI	he project.
<b>DESCRIPTION OF PROJECT:</b> <u>The work common foundations</u> , wood framing, heavy timber prebid meeting. Bidders should allow 20-30 min	framing, metal roof p	banels and lighting. The only site visit	prised of minor site utilities, will be offered following the
BIDDING DOCUMENTS/PLANS MAY BE & Awards)	OBTAINED FROM	I: http://purchasing.sc.edu (see Faciliti	es Construction Solicitations
PLAN DEPOSIT AMOUNT: \$	ne above listed source(s) Bidders that rely on co	ppies of Bidding Documents/Plans obtained	those Bidding Documents/Plans from any other source do so at
IN ADDITION TO THE ABOVE OFFICIAL Bidders are responsible for obtaining all updates			
All questions & correspondence concerning this Invita A-E NAME: <u>GMK Associates</u> , Inc. A-E CONTACT: <u>Thomas M. Weiland</u> A-E ADDRESS: Street/PO Box:1201 M		to the A-E.	
A-E ADDRESS: Street/PO Box: <u>1201 M</u> City: <u>Columbia</u> EMAIL: <u>Tweiland@gmka.com</u>	lain St, Suite 2100	State: <u>SC</u>	<b>ZIP</b> : <u>29201-</u>
TELEPHONE: (803) 256-0000		FAX: <u>(803)</u> 255-7243	
AGENCY: University of South Carolina AGENCY PROJECT COORDINATOR: J. ADDRESS: Street/PO Box: 743 Greene City: Columbia EMAIL: jbrookin@fmc.sc.edu TELEPHONE: (803) 777-3596		State: <u>SC</u> FAX: (803) 777-7334	<b>ZIP:</b> <u>29208-</u>
PRE-BID CONFERENCE: Yes X N PRE-BID DATE: <u>11/5/2015</u>	No 🗌 TIME: <u>10:00 am</u>	MANDATORY ATTENDANCE: PLACE: USC, Facilities Center,	Yes 🗌 No 🕅 743 Greene Street, Columbia
<u>SC 29208, Conference Room 53</u> BID CLOSING DATE: <u>11/19/2015</u> SC 29208, Conference Room 53	TIME: 2:00 pm	PLACE: USC, Facilities Center,	743 Greene Street, Columbia
BID DELIVERY ADDRESSES: HAND-DELIVERY: Attn: Juaquana Brookins (BID ENCLOSEI 743 Greene Street Columbia, SC 29208	)	MAIL SERVICE: Attn: <u>Juaquana Brookins (BID)</u> 743 Greene Street Columbia, SC 29208	ENCLOSED)
IS PROJECT WITHIN AGENCY CONSTRU	UCTION CERTIFIC	CATION? (Agency MUST check one)	Yes 🛛 No 🗌

APPROVED BY:

(OSE Project Manager)

## **AIA Document A701**

**Instructions to Bidders** 

Original AIA Document on file at:

Office of Facilities, Planning, and Construction

743 Greene Street

Columbia, SC 29208

**AGENCY:** University of South Carolina

**PROJECT NAME:** One Wood Farm – Roof for Horse Walker

**PROJECT NUMBER:** CP00429238

**PROJECT LOCATION:** Blythewood, SC

### PROCUREMENT OFFICER: Juaquana Brookins

### 1. STANDARD SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

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

### 2. MODIFICATIONS TO A701-1997

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

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

- 2.2 In Section 1.8, delete the words "and who meets the requirements set forth in the Bidding Documents".
- **2.3** In Section 2.1, delete the word "making" and substitute the word "submitting."
- **2.4** In Section 2.1.1:

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

### Insert the following at the end of this section:

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

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

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

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

### 2.2 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

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

- A. By submitting an bid, the bidder certifies that—
  - The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to—

     Those prices;
    - **b.** The intention to submit an bid; or
    - **c.** The methods or factors used to calculate the prices offered.
  - 2. The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
  - 3. No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.
- B. Each signature on the bid is considered to be a certification by the signatory that the signatory—
  - 1. Is the person in the bidder's organization responsible for determining the prices being offered in this bid, and that the signatory has not participated and will not participate in any action contrary to paragraphs A.1 through A.3 of this certification; or
  - 2. a. Has been authorized, in writing, to act as agent for the bidder's principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs A.1 through A.3 of this certification [As used in this subdivision B.2.a, the term "principals" means the person(s) in the bidder's organization responsible for determining the prices offered in this bid];
    - **b.** As an authorized agent, does certify that the principals referenced in subdivision B.2.a of this certification have not participated, and will not participate, in any action contrary to paragraphs A.1 through A.3 of this certification; and
    - **c.** As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs A.1 through A.3 of this certification.
- **C.** If the bidder deletes or modifies paragraph (a)(2) of this certification, the bidder must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

### 2.3 DRUG FREE WORKPLACE

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

### 2.4 CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS

- A. 1. By submitting an Bid, Bidder certifies, to the best of its knowledge and belief, that
  - a. Bidder and/or any of its Principals-
    - (i) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;
    - (ii) Have not, within a three-year period preceding this bid, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of bids; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
    - (iii) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph A.1.a.(ii) of this provision.
  - **b.** Bidder has not, within a three-year period preceding this bid, had one or more contracts terminated for default by any public (Federal, state, or local) entity.
  - 2. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).
- **B.** Bidder shall provide immediate written notice to the Procurement Officer if, at any time prior to contract award, Bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- **C.** If Bidder is unable to certify the representations stated in paragraphs A.1, Bidder must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Bidder's responsibility. Failure of the Bidder to furnish additional information as requested by the Procurement Officer may render the Bidder nonresponsible.

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

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

### 2.5 ETHICS CERTIFICATE

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

### 2.6 RESTRICTIONS APPLICABLE TO BIDDERS & GIFTS

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

### 2.7 IRAN DIVESTMENT ACT CERTIFICATION

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

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

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

- **2.8** Delete the language of Section 3.1.2 and insert the word "Reserved."
- 2.9 In Section 3.1.4, delete the words "and Architect may make" and substitute the words "has made."
- **2.10** Insert the following Section 3.1.5

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

**2.11** In Section 3.2.2:

Delete the words "and Sub-bidders" Delete the word "seven" and substitute the word "ten"

**2.12** In Section 3.2.3:

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

*Insert the following at the end of the section:* 

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

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

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

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

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

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

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

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

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

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

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

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

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

**4.1.3** Sums shall be expressed in figures.

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

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

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

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

#### 2.22 Delete Section 4.1.6 and substitute the following:

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

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

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

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

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

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

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

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

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

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

2.27 Insert the following Section 4.2.4:

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

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

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

shall give their Bids to the Owner's procurement officer or his/her designee as shown in the Invitation for Bids prior to the time of the Bid Opening.

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

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

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

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

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

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

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

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

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

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

- **2.32** In Section 5.2, insert the section number "5.2.1" before the words of the "The Owner" at the beginning of the sentence.
- **2.33** Insert the following Sections 5.2.2 and 5.2.3:

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

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

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

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

### 6.1 CONTRACTOR'S RESPONSIBILITY

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

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

### **2.37** Insert the following Section 6.4

#### 6.4 CLARIFICATION

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

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

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

- 2.39 Delete the language of Section 7.1.3 and insert the word "Reserved."
- **2.40** In Section 7.2, insert the words "CONTRACT, CERTIFICATES OF INSURANCE" into the caption after the word "Delivery."
- **2.41** Delete Section 7.2.1 and substitute the following:

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

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

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

**2.44** *Insert the following Article 9:* 

### ARTICLE 9 MISCELLANEOUS

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

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

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

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

PLEASE SEE THE "NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING" FORM (Available through SC Department of Revenue).

### 9.2 CONTRACTOR LICENSING

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

#### 9.3 SUBMITTING CONFIDENTIAL INFORMATION

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

#### 9.4 POSTING OF INTENT TO AWARD

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

Room or Area of Posting: Lobby

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

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

### 9.5 PROTEST OF SOLICITATION OR AWARD

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

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

- A. by email to protest-ose@mmo.sc.gov,
- **B.** by facsimile at 803-737-0639, or
- C. by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201.

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

### 9.6 SOLICITATION INFORMATION FROM SOURCES OTHER THAN OFFICIAL SOURCE

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

#### 9.7 BUILDER'S RISK INSURANCE

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

### 9.8 TAX CREDIT FOR SUBCONTRACTING WITH MINORITY FIRMS

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

#### 9.9 OTHER SPECIAL CONDITIONS OF THE WORK

None

### **END OF DOCUMENT**

Note: AIA Document A310

Contractor to Provide Bid Bond

In the form of

AIA A310

\_

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

BID	SUBMITTED BY:
	(Bidder's Name)
BID	SUBMITTED TO: University of South Carolina
	(Owner's Name)
FOF	R: PROJECT NAME: One Wood Farm – Roof for Horse Walker
	PROJECT NUMBER: CP00429238
OFF	ER
§ 1.	In response to the Invitation for Construction Services and in compliance with the Instructions to Bidders for the above-named Project, the undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Contract with the Owner on the terms included in the Bidding Documents, and to perform all Work as specified or indicated in the Bidding Documents, for the prices and within the time frames indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.
§ 2.	Pursuant to Section 11-35-3030(1) of the SC Code of Laws, as amended, Bidder has submitted Bid Security as follows in the amount and form required by the Bidding Documents:         Bid Bond with Power of Attorney       Electronic Bid Bond       Cashier's Check
	(Bidder check one)
§ 3.	Bidder acknowledges the receipt of the following Addenda to the Bidding Documents and has incorporated the effects of said Addenda into this Bid:         (Bidder, check all that apply. Note, there may be more boxes than actual addenda. Do not check boxes that do not apply)         ADDENDA:       #1       #2       #3       #4       #5
§ 4.	Bidder accepts all terms and conditions of the Invitation for Bids, including, without limitation, those dealing with the disposition of Bid Security. Bidder agrees that this Bid, including all Bid Alternates, if any, may not be revoked or withdrawn after the opening of bids, and shall remain open for acceptance for a period of <u>60</u> Days following the Bid Date, or for such longer period of time that Bidder may agree to in writing upon request of the Owner.
§ 5.	Bidder herewith offers to provide all labor, materials, equipment, tools of trades and labor, accessories, appliances, warranties and guarantees, and to pay all royalties, fees, permits, licenses and applicable taxes necessary to complete the following items of construction work:
§ 6.1	BASE BID WORK (as indicated in the Bidding Documents and generally described as follows): The work consists of an
open-	air octagonal pitched roof structure comprised of minor site utilities, minor foundations, wood framing, heavy timber
frami	ng, metal roof panels and lighting.
	<b>§</b> , which sum is hereafter called the Base Bid.

(Bidder - insert Base Bid Amount on line above)

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

ALTERNATE # 1 (Brief Description):

ADD TO or DEDUCT FROM BASE BID: \$

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

ALTERNATE # 2 (Brief Description):

ADD TO or DEDUCT FROM BASE BID: \$

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

ALTERNATE # 3 (Brief Description):

ADD TO or DEDUCT FROM BASE BID: <u>\$</u>

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

### § 6.3 UNIT PRICES:

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

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

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

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

SUBCONTRACTOR CLASSIFICATION By License Classification and/or Subclassification (Completed by Owner)	SUBCONTRACTOR'S PRIME CONTRACTOR'S NAME (Must be completed by Bidder)	SUBCONTRACTOR'S PRIME CONTRACTOR'S SC LICENSE NUMBER (Requested, but not Required)
	BASE BID	
N/A		
	ALTERNATE #1	
	ALTERNATE #2	
	ALTERNATE #3	1
		•

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

### § 8. LIST OF MANUFACTURERS, MATERIAL SUPPLIERS, AND SUBCONTRACTORS OTHER THAN SUBCONTRACTORS LISTED IN SECTION 7 ABOVE (FOR INFORMATION ONLY):

Pursuant to instructions in the Invitation for Construction Services, if any, Bidder will provide to Owner upon the Owner's request and within 24 hours of such request, a listing of manufacturers, material suppliers, and subcontractors, other than those listed in Section 7 above, that Bidder intends to use on the project. Bidder acknowledges and agrees that this list is provided for purposes of determining responsibility and not pursuant to the subcontractor listing requirements of SC Code Ann § 11-35-3020(b)(i).

### § 9. TIME OF CONTRACT PERFORMANCE AND LIQUIDATED DAMAGES

### a) CONTRACT TIME

Bidder agrees that the Date of Commencement of the Work shall be established in a Notice to Proceed to be issued by the Owner. Bidder agrees to substantially complete the Work within <u>120</u> Calendar Days from the Date of Commencement, subject to adjustments as provided in the Contract Documents.

### b) LIQUIDATED DAMAGES

Bidder further agrees that from the compensation to be paid, the Owner shall retain as Liquidated Damages the amount of \$\_200.00 for each Calendar Day the actual construction time required to achieve Substantial Completion exceeds the specified or adjusted time for Substantial Completion as provided in the Contract Documents. This amount is intended by the parties as the predetermined measure of compensation for actual damages, not as a penalty for nonperformance.

### § 10. AGREEMENTS

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

### § 11. ELECTRONIC BID BOND

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

### ELECTRONIC BID BOND NUMBER:

### SIGNATURE AND TITLE:

CONTRACTOR'S CLASSIFICATIONS AND SUBCLASSIFIC	CATIONS WITH LIMITATION
SC Contractor's License Number(s):	
Classification(s) & Limits:	
Subclassification(s) & Limits:	
By signing this Bid, the person signing reaffirms all represen both the person signing and the Bidder, including without limits of the Instructions to Bidders, is expressly incorporated by refer	ation, those appearing in Article 2
BIDDER'S LEGAL NAME:	
ADDRESS:	
TELEPHONE:	
EMAIL:	
SIGNATURE:	DATE:
PRINT NAME:	
TITLE:	

## AIA Document A101

Standard Form of Agreement Between Owner and Contractor

Original AIA Document on file at:

Office of Facilities, Planning, and Construction

743 Greene Street

Columbia, SC 29208

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

### AGENCY: <u>University of South Carolina</u> PROJECT NAME: <u>One Wood Farm – Roof for Horse Walker</u> PROJECT NUMBER: CP00429238

#### 1. STANDARD MODIFICATIONS TO AIA A101-2007

- **1.1** These Standard Modifications amend or supplement the *Standard Form of Agreement Between Owner and Contractor* (AIA Document A101-2007) and other provisions of Bidding and Contract Documents as indicated below.
- **1.2** All provisions of A101-2007, which are not so amended or supplemented, remain in full force and effect.

### 2. MODIFICATIONS TO A101

2.1 Insert the following at the end of Article 1:

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

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

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

**2.3** Delete Section 3.3 and substitute the following:

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

- 2.4 In Section 5.1.1, insert the words "and Owner" after the phrase "Payment submitted to the Architect."
- **2.5** Delete Section 5.1.3 and substitute the following:

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

**2.6** In Section 5.1.6, insert the following after the phrase "Subject to other provisions of the Contract Documents": and subject to Title 12, Chapter 8, Section 550 of the South Carolina Code of Laws, as amended (Withholding Requirements for Payments to Non-Residents).

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

- **2.7** In Section 5.1.8, delete the word "follows" and the colon and substitute the following: set forth in S.C. Code Ann. § 11-35-3030(4).
- **2.8** In Section 5.1.9, delete the words "Except with the Owner's prior approval, the" before the word "Contractor."
- **2.9** In Section 5.2.2, delete the number 30 and substitute the number 21, delete everything following the words "Certificate for Payment" and place a period at the end of the resulting sentence.
- **2.10** Delete the language of Sections 6.1 and 6.2 and substitute the word "Reserved" for the deleted language of each Section.
- **2.11** Delete the language of Section 8.2 and substitute the word "Reserved."

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

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

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

Title: Assistant Director of USC Facilities Design & Construction	
Address: 743 Greene Street, Columbia, SC 29208	
<b>Telephone:</b> (803) 777-5500	<b>FAX:</b> <u>n</u> /a
<b>Email</b> : trional@fmc sc edu	

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

Name: Ann Derrick		
Title: Project Manager		
Address: 743 Greene Street, Columbia, SC 29208		
Telephone: (803) 777-5811	<b>FAX:</b> <u>n/a</u>	
Email: aderrick@fmc.sc.edu		

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

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

Name: <u>TBD</u>		
Title:		
Address:		
Telephone:	FAX:	
Email:		

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

Name: <u>TBD</u>		
Title:		
Address:		
Telephone:	FAX:	

**2.14** *Add the following Section 8.6.1:* 

Name: Tom Onal

**8.6.1** The Architect's representative:

Title: Architect - GMK Associates, Inc.

Name: Thomas M. Weiland

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

Telephone: (803) 256-0000

Email: Tweiland@gmka.com

OSE Form 00501

FAX: (803) 255-7243

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

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

Invitation for Construction Services (SE-310) Instructions to Bidders (AIA Document A701-1997) Standard Supplemental Instructions to Bidders (OSE Form 00201) Contractor's Bid (Completed SE-330) Notice of Intent to Award (Completed SE-370)

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

### **END OF DOCUMENT**

## AIA Document A201

**General Conditions of the Contract for Construction** 

Original AIA Document on file at:

Office of Facilities, Planning, and Construction

743 Greene Street

Columbia, SC 29208

### **AGENCY:** University of South Carolina

### **PROJECT NAME:** One Wood Farm – Roof for Horse Walker

### PROJECT NUMBER: CP00429238

#### 1. GENERAL CONDITIONS

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

#### 2. STANDARD SUPPLEMENTARY CONDITIONS

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

#### 3. MODIFICATIONS TO A201-2007

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

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

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

#### **1.1.9 NOTICE TO PROCEED**

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

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

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

**3.5** Delete Section 1.5.1 and substitute the following:

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

**3.6** Delete Section 2.1.1 and substitute the following:

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

**3.7** Delete Section 2.1.2 and substitute the following:

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

#### **3.8** Delete Section 2.2.3 and substitute the following:

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

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

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

**3.10** Delete Section 2.2.5 and substitute the following:

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

**3.11** Add the following Sections 2.2.6 and 2.2.7:

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

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

**3.12** Delete Section 2.4 and substitute the following:

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

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

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

- **3.14** In the third sentence of Section 3.2.4, insert the word "latent" before the word "errors."
- **3.15** In the last sentence of Section 3.3.1, insert the words "by the Owner in writing" after the word "instructed."

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

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

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

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

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

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

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

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

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

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

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

acceptable to the Owner,

**3.22** Delete Section 3.9.2 and substitute the following:

**3.9.2** The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner the name and qualifications of a proposed superintendent. The Owner may reply within 14 days to the Contractor in writing stating (1) whether the Owner has reasonable objection to the proposed superintendent or (2) that the Owner requires additional time to review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection.

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

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

**3.24** Delete Section 3.10.3 and substitute the following:

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

The construction schedule shall be in a detailed precedence-style critical path management (CPM) or primaveratype 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."
- **3.29** Add the following Sections 3.13.2 and 3.13.3:

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

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

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

including loss of use resulting therefrom,

**3.31** Delete Section 4.1.1 and substitute the following:

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

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

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

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

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

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

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

- **3.35** In Section 4.2.5, after the words "evaluations of the" and before the word "Contractor's," insert the following: Work completed and correlated with the
- **3.36** Delete the first sentence of Section 4.2.11 and substitute the following:

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

**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** Add the following Section 5.2.6:

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

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

**5.3.1** By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise herein or in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract

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Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

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

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

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

- **3.46** Delete the last sentence of Section 5.4.1.
- **3.47** Add the following Sections 5.4.4, 5.4.5 and 5.4.6:

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

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

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

- 3.48 Delete the language of Section 6.1.4 and substitute the word "Reserved."
- **3.49** Insert the following at the end of Section 7.1.2:

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

**3.50** Delete Section 7.2.1 and substitute the following:

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

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.
- **3.51** Add the following Sections 7.2.2, 7.2.3, 7.2.4, and 7.2.5:

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

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

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

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

**3.52** Delete 7.3.3 and substitute the following:

### 7.3.3 PRICE ADJUSTMENTS

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

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

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

**3.53** Delete Section 7.3.7 and substitute the following:

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

- .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others; and
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work.
- **3.54** Delete Section 7.3.8 and substitute the following:

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

### **3.55** Add the following Sections 7.5 and 7.6:

### 7.5 AGREED OVERHEAD AND PROFIT RATES

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

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

### 7.6 PRICING DATA AND AUDIT

### 7.6.1 Cost or Pricing Data.

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

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

#### 7.6.3 Records Retention.

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

**3.56** Delete Section 8.2.2 and substitute the following:

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

**3.57** Delete Section 8.3.1 and substitute the following:

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

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

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

**3.59** Delete Section 9.2 and substitute the following:

### 9.2 SCHEDULE OF VALUES

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

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

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

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

**3.60** Delete Section 9.3.1 and substitute the following:

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

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

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

*Insert the following at the end of Section 9.3.2:* 

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

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

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

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

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

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

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

- **3.64** In Section 9.6.2, delete the word "The..." at the beginning of the first sentence and substitute the following: Pursuant to Chapter 6 of Title 29 of the South Carolina Code of Laws, as amended, the
- **3.65** Delete Section 9.7 and substitute following:

### 9.7 FAILURE OF PAYMENT

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

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

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

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

#### **3.68** Delete Section 9.8.3 and substitute the following:

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

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

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

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

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

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

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

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

**3.74** Delete Section 9.10.5 and substitute the following:

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

3.75 Add the following Section 9.10.6:

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

**3.76** Delete Section 10.3.1 and substitute the following:

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

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

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

**3.78** Delete Section 10.3.3 and substitute the following:

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

- **3.79** In Section 10.3.5, delete the word "The" at the beginning of the sentence and substitute the following: In addition to its obligations under Section 3.18, the
- **3.80** Delete the language of Section 10.3.6 and substitute the word "Reserved."
- **3.81** *Insert the following at the end of Section 10.4:*

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

**3.82** Delete 11.1.2 and substitute the following:

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

(1)	COMMERCIAL GENERAL LIABILITY:
( )	(a) General Aggregate (per project) <u>\$1,000,000</u>
	(b) Products/Completed Operations <u>\$1,000,000</u>
	(c) Personal and Advertising Injury \$1,000,000
	(d) Each Occurrence <u>\$1,000,000</u>
	(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 <u>\$1,000,000</u>
(3)	WORKER'S COMPENSATION:
	(a) State Statutory
	(b) Employers Liability <u>\$100,000</u> Per Acc.
	\$500,000 Disease Policy Limit

<u>\$500,000</u> Disease, Policy Limit

\$100,000 Disease, Each Employee

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

**3.83** Delete Section 11.1.3 and substitute the following:

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

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

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

**3.84** *Delete Section 11.1.4 and substitute the following:* 

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

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

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

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

**3.88** Delete Section 11.3.2 and substitute the following:

#### **11.3.2 BOILER AND MACHINERY INSURANCE**

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

**3.89** Delete Section 11.3.3 and substitute the following:

#### **11.3.3 LOSS OF USE INSURANCE**

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

**3.90** Delete Section 11.3.4 and substitute the following:

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

- **3.91** Delete the language of Section 11.3.5 and substitute the word "Reserved."
- **3.92** Delete Section 11.3.6 and substitute the following:

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

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

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

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

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

**3.95** Delete Section 11.3.9 and substitute the following:

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

**3.96** Delete Section 11.3.10 and substitute the following:

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

#### **3.97** Delete Section 11.4.1 and substitute the following:

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

#### **3.98** Delete Section 11.4.2 and substitute the following:

11.4.2 The Performance and Labor and Material Payment Bonds shall:

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

**3.99** Add the following Sections 11.4.3 and 11.4.4:

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

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

**3.100** Delete Section 12.1.1 and substitute the following:

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

- **3.101** In Section 12.2.2.1, delete the words "and to make a claim for breach of warranty" at the end of the third sentence.
- **3.102** In Section 12.2.2.3, add the following to the end of the sentence:

unless otherwise provided in the Contract Documents.

3.103 Insert the following at the end of Section 12.2.4:

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

**3.104** Delete Section 13.1 and substitute the following:

## 13.1 GOVERNING LAW

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

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

## 13.2 SUCCESSORS AND ASSIGNS

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

**3.106** *Delete Section 13.3 and substitute the following:* 

#### **13.3 WRITTEN NOTICE**

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

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

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

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

Unless expressly provided otherwise,

**3.108** Add the following Section 13.4.3:

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

- **1.5** Ownership and Use of Drawings, Specifications and Other Instruments of Service;
- 3.5 Warranty
- 3.17 Royalties, Patents and Copyrights
- 3.18 Indemnification
- 7.6 Cost or Pricing Data
- **11.1** Contractor's Liability Insurance
- **11.4** Performance and Payment Bond
- **15.1.6** Claims for Listed Damages
- **15.1.7** Waiver of Claims Against the Architect
- **15.6** Dispute Resolution
- **15.6.5** Service of Process
- **3.109** Delete Section 13.6 and substitute the following:

#### **13.6 INTEREST**

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

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

3.111 Add the following Sections 13.8 through 13.16:

### **13.8 PROCUREMENT OF MATERIALS BY OWNER**

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

#### **13.9 INTERPRETATION OF BUILDING CODES**

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

#### **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 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 requirement.sc.gov)

#### **13.13 SETOFF**

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

#### **13.14 DRUG-FREE WORKPLACE**

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

#### 13.15 FALSE CLAIMS

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

#### **13.16 NON-INDEMNIFICATION:**

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

#### **3.112** Delete Section 14.1.1 and substitute the following:

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

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

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

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

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

#### 3.115 Delete Section 14.2.1 and substitute the following:

- 14.2.1 The Owner may terminate the Contract if the Contractor
  - .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials, or otherwise fails to prosecute the Work, or any separable part of the Work, with the diligence, resources and skill that will ensure its completion within the time specified in the Contract Documents, including any authorized adjustments;
  - .2 fails to make payment to Subcontractors for materials or labor in accordance with the Contract Documents and the respective agreements between the Contractor and the Subcontractors;
  - .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
  - .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.
- **3.116** In Section 14.2.2, delete the parenthetical statement ", upon certification by the Initial Decision Maker that sufficient cause exists to justify such action," immediately following the word "Owner" in the first line.
- **3.117** In Section 14.2.4, replace the words "Initial Decision Maker" with the word "Architect"
- 3.118 Add the following Section 14.2.5:

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

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

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

**3.120** Delete Section 14.4.1 and substitute the following:

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

**3.121** Delete Section 14.4.2 and substitute the following:

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

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work;
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders; and
- .4 complete the performance of the Work not terminated, if any.
- **3.122** Delete Section 14.4.3 and substitute the following:

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

#### **3.123** Add the following Sections 14.4.4, 14.4.5, and 14.5:

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

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

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

## 14.5 CANCELLATION AFTER AWARD BUT PRIOR TO PERFORMANCE

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

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

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

**3.125** Delete Section 15.1.2 and substitute the following:

#### **15.1.2 NOTICE OF CLAIMS**

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

**3.126** Delete Section 15.1.3 and substitute the following:

#### **15.1.3 CONTINUING CONTRACT PERFORMANCE**

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

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

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

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

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

#### **3.129** Delete Section 15.1.6 and substitute the following:

#### **15.1.6 CLAIMS FOR LISTED DAMAGES**

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

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

**15.1.6.2** For the Contractor, listed damages are (i) lost revenue and profit, (ii) losses resulting from injury to business or reputation, (iii) additional or escalated overhead and administration expenses, (iv) additional financing costs, (v) attorney's fees, (vi) any interest, except to the extent allowed by Section 13.6 (Interest); (vii) unamortized equipment costs; and, (viii) losses incurred by subcontractors for the types of damages the Contractor has waive as against the Owner. Without limitation, this mutual waiver is applicable to all damages due to either party's termination in accordance with Article 14.

**15.1.6.3** Nothing contained in this Section shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents. This mutual waiver is not applicable to amounts due or obligations under Section 3.18 (Indemnification).

**3.130** Add the following Section 15.1.7:

#### 15.1.7 WAIVER OF CLAIMS AGAINST THE ARCHITECT

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

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

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

- **15.5.1** Contractor and Owner are fully committed to working with each other throughout the Project to avoid or minimize claims. To further this goal, Contractor and Owner agree to communicate regularly with each other and the Architect at all times notifying one another as soon as reasonably possible of any issue that if not addressed may cause loss, delay, and/or disruption of the Work. If claims do arise, Contractor and Owner each commit to resolving such claims in an amicable, professional, and expeditious manner to avoid unnecessary losses, delays, and disruptions to the Work.
- **15.5.2** Claims shall first be referred to the Architect for initial decision. An initial decision shall be required as a condition precedent to resolution pursuant to Section 15.6 of any Claim arising prior to the date of final payment, unless 30 days have passed after the Claim has been referred to the Architect with no decision having been rendered, or after all the Architect's requests for additional supporting data have been answered, whichever is later. The Architect will not address claims between the Contractor and persons or entities other than the Owner.
- **15.5.3** The Architect will review Claims and within ten days of the receipt of a Claim (1) request additional supporting data from the claimant or a response with supporting data from the other party or (2) render an initial decision in accordance with Section 15.5.5.

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

#### **15.6 DISPUTE RESOLUTION**

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

#### **3.133** Add the following Article 16:

#### **ARTICLE 16 PROJECT-SPECIFIC REQUIREMENTS AND INFORMATION**

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

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

(Indicate which services are required and the provider)

Civil:
Structural:
Mechanical:
Plumbing:
Electrical:
Gas:
Other (list):

Remarks: All inspections will be by the Owner.

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

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

None

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

See technical specifications.

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

See technical specifications.

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

See technical specifications.

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

See technical specifications.

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

## SE-355 <u>PERFORMANCE BOND</u>

KNOW ALL	MEN BY THESE PRESENTS, that (Insert ful	l name or legal title and address of Contractor)		
Name:				
Address:				
hereinafter ret	ferred to as "Contractor", and (Insert full name and	address of principal place of business of Surety)		
Name:				
Address:				
hereinafter ca	lled the "surety", are jointly and severally held	and firmly bound unto (Insert full name and address of Agency)		
Name:	University of South Carolina			
Address:	743 Greene Street			
	Columbia, SC 29208			
sum of the B	ferred to as "Agency", or its successors or assig ond to which payment to be well and truly ministrators, successors and assigns, jointly and	gns, the sum of(\$), being the made, the Contractor and Surety bind themselves, their heirs, I severally, firmly by these presents.		
WHEREAS,	Contractor has by written agreement dated	entered into a contract with Agency to construct		
State Pro	ject Name: <u>One Wood Farm – Roof for Horse V</u>	Walker		
	ject Number: <u>CP00429238</u>			
		-330 or SE-332, Bid Form: The work consists of an open-air		
	l pitched roof structure comprised of minor site metal roof panels and lighting.	utilities, minor foundations, wood framing, heavy timber		
in accordance	with Drawings and Specifications prepared by	(Insert full name and address of A-E)		
Name:	GMK Associates, Inc.			
Address:	1201 Main Street, Suite 2100			
	Columbia, SC 29201			
which agreem	ent is by reference made a part hereof, and is h	ereinafter referred to as the Contract.		
	ch cause this Performance Bond to be duly	ding to be legally bound hereby, subject to the terms stated y executed on its behalf by its authorized officer, agent or		
DATED this	day of .2	BOND NUMBER		
(5	day of, 2 hall be no earlier than Date of Contract)			
CONTRACT	OR	SURETY		
Rv•		By:		
<i>DJ</i> .	(Seal)	(Seal)		
Print Name:		Print Name:		
D		D		
Print Title:		Print Title:(Attach Power of Attorney)		
Witness				
•• iuicss.		Witness:		
(Additional Sig	natures, if any, appear on attached page)			

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

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

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

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

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

- **4.1** Arrange for the Contractor, with consent of the Agency, to perform and complete the Contract; or
- **4.2** Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
- **4.3** Obtain bids or negotiated proposals from qualified contractors acceptable to the Agency for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the Agency and the contractor selected with the Agency's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract, and pay to the Agency the amount of damages as described in paragraph 7 in excess of the Balance of the Contract Sum incurred by the Agency resulting from the Contractor Default; or
- **4.4** Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and:

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

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

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

- 5.1 Surety in accordance with the terms of the Contract; or
- **5.2** Another contractor selected pursuant to paragraph 4.3 to perform the Contract.
- **5.3** The balance of the Contract Sum due either the Surety or another contractor shall be reduced by the amount of damages as described in paragraph 7.

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

6.1 If the Surety proceeds as provided in paragraph 4.4 and the

Agency refuses the payment tendered or the Surety has denied liability, in whole or in part, then without further notice the Agency shall be entitled to enforce any remedy available to the Agency.

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

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

- **7.1** The responsibilities of the Contractor for correction of defective Work and completion of the Contract; and
- **7.2** Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and
- **7.3** Damages awarded pursuant to the Dispute Resolution Provisions of the Contract. Surety may join in any Dispute Resolution proceeding brought under the Contract and shall be bound by the results thereof; and
- **7.4** Liquidated Damages, or if no Liquidated Damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the Contractor.

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

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

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

11. Definitions

- **11.1** Balance of the Contract Sum: The total amount payable by the Agency to the Contractor under the Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts to be received by the Agency in settlement of insurance or other Claims for damages to which the Contractor si entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Contract.
- **11.2** Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform the Contract or otherwise to comply with the terms of the Contract.

## SE-357 LABOR & MATERIAL PAYMENT BOND

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

Name:	
Address:	
hereinafter refe	erred to as "Contractor", and (Insert full name and address of principal place of business of Surety)
Name:	
Address:	
hereinafter cal	led the "surety", are jointly and severally held and firmly bound unto (Insert full name and address of Agency)
Name:	University of South Carolina
Address:	
	Columbia, SC 29208
sum of the Bo	erred to as "Agency", or its successors or assigns, the sum of(\$), being the ond to which payment to be well and truly made, the Contractor and Surety bind themselves, their heirs, ninistrators, successors and assigns, jointly and severally, firmly by these presents.
WHEREAS, (	Contractor has by written agreement dated entered into a contract with Agency to construct
State Proj	ect Name: One Wood Farm – Roof for Horse Walker
State Proj	ect Number: <u>CP00429238</u>
<u>octagonal</u>	cription of Awarded Work, as found on the SE-330 or SE-332, Bid Form: <u>The work consists of an open-air</u> <u>pitched roof structure comprised of minor site utilities, minor foundations, wood framing, heavy timber</u> netal roof panels and lighting.
in accordance	with Drawings and Specifications prepared by (Insert full name and address of A-E)
Name:	GMK Associates, Inc.
Address:	1201 Main Street, Suite 2100
	Columbia, SC 29201
which agreeme	ent is by reference made a part hereof, and is hereinafter referred to as the Contract.
IN WITNESS	WIFPEOF Superty and Contractor intending to be legally hound hereby, subject to the terms stated

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

DATED this	day of	<u>, 2</u>	BOND NUMBER	
(shall be	e no earlier than Date of Co	ontract)		
CONTRACTOR			SURETY	
By:		(Seal)	By:	(Seal)
Print Name:			Print Name:	
Print Title:			<b>Print Title:</b> (Attach Power of Attorney)	
Witness:			Witness:	

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

## SE-357 LABOR AND MATERIAL PAYMENT BOND

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

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Agency to pay for all labor, materials and equipment required for use in the performance of the Contract, which is incorporated herein by reference.

2. With respect to the Agency, this obligation shall be null and void if the Contractor:

- **2.1** Promptly makes payment, directly or indirectly, for all sums due Claimants; and
- **2.2** Defends, indemnifies and holds harmless the Agency from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Contract.

**3**. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

**4.** With respect to Claimants, and subject to the provisions of Title 29, Chapter 5 and the provisions of \$11-35-3030(2)(c) of the SC Code of Laws, as amended, the Surety's obligation under this Bond shall arise as follows:

- **4.1** Every person who has furnished labor, material or rental equipment to the Contractor or its subcontractors for the work specified in the Contract, and who has not been paid in full therefore before the expiration of a period of ninety (90) days after the date on which the last of the labor was done or performed by him or material or rental equipment was furnished or supplied by him for which such claim is made, shall have the right to sue on the payment bond for the amount, or the balance thereof, unpaid at the time of institution of such suit and to prosecute such action for the sum or sums justly due him.
- **4.2** A remote claimant shall have a right of action on the payment bond upon giving written notice by certified or registered mail to the Contractor within ninety (90) days from the date on which such person did or performed the last of the labor or furnished or supplied the last of the material or rental equipment upon which such claim is made.
- **4.3** Every suit instituted upon a payment bond shall be brought in a court of competent jurisdiction for the county or circuit in which the construction contract was to be performed, but no such suit shall be commenced after the expiration of o ne year after the day on which the last of the labor was performed or material or rental equipment was supplied by the person bringing suit.

**5.** When the Claimant has satisfied the conditions of paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

- **5.1** Send an answer to the Claimant, with a copy to the Agency, within sixty (60) days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
- 5.2 Pay or arrange for payment of any undisputed amounts.
- **5.3** The Surety's failure to discharge its obligations under this paragraph 5 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a claim. However, if the Surety fails to discharge its obligations under this paragraph 5, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs to recover any sums found to be due and owing to the Claimant.

**6.** Amounts owed by the Agency to the Contractor under the Contract shall be used for the performance of the Contract and to

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

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

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

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

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

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

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

#### **13. DEFINITIONS**

- **13.1** Claimant: An individual or entity having a direct contract with the Contractor or with a Subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of the Contractor and the Contractor's Subcontractors, and all other items for which a mechanic's lien might otherwise be asserted.
- **13.2** Remote Claimant: A person having a direct contractual relationship with a subcontractor of the Contractor or subcontractor, but no contractual relationship expressed or implied with the Contractor.
- **13.3** Contract: The agreement between the Agency and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

#### 2015 Edition

### CHANGE ORDER NO.:

## CHANGE ORDER TO CONSTRUCTION CONTRACT

## AGENCY: University of South Carolina

## PROJECT NAME: One Wood Farm – Roof for Horse Walker

## PROJECT NUMBER: CP00429238

## CONTRACTOR: \_\_\_\_\_ CONTRACT DATE: \_\_\_\_\_

**SE-380** 

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

ADJ	USTMENTS IN THE CONTRACT SUM:		
1.	Original Contract Sum:		\$
2.	Change in Contract Sum by previously approved Change Orders:	\$	
3.	Contract Sum prior to this Change Order		\$ 0.00
4.	Amount of this Change Order:	\$	
5.	New Contract Sum, including this Change Order:		\$ 0.00
ADJ	USTMENTS IN THE CONTRACT TIME:		
1.	Original Substantial Completion Date:		
2.	Sum of previously approved increases and decreases in Days:		Days
3.	Change in Days for this Change Order		Days
4.	New Substantial Completion Date:		
Pı <u>ARC</u>	Signature of Representative) int Name:	Date:	
B	(Signature of Representative)	Date:	
	int Name:		
AGE	ENCY ACCEPTANCE AND CERTIFICATION:		
B	Y:(Signature of Representative)	Date:	
	(Signature of Representative)		
Pı	int Name:		
		\$ \$	
Offic	e of the State Engineer Authorization for change exceeding Agency Construction F	rocurement Certific	ation:

AUTHORIZED BY:

(OSE Project Manager)

\_\_\_\_\_ DATE: \_\_\_\_\_

## USC SUPPLEMENTAL GENERAL CONDITIONS FOR CONSTRUCTION PROJECTS

## WORK AREAS

- 1. The Contractor shall maintain the job site in a safe manner at all times. This includes (but is not limited to) the provision and/or maintenance of lighting, fencing, barricades around obstructions, and safety and directional signage.
- 2. Contractor's employees shall take all reasonable means not to interrupt the flow of student traffic in building corridors, lobbies, stairs and exterior walks. All necessary and reasonable safety precautions shall be taken to prevent injury to building occupants while transporting materials and equipment through the work area. Providing safe, accessible, plywood-shielded pedestrian ways around construction may be required if a suitable alternative route is not available.
- 3. At the beginning of the project, the USC Project Manager will establish the Contractor's lay-down area. This area will also be used for the Contractor's work vehicles. The lay-down area will be clearly identified to the contractor by the Project Manager, with a sketch or drawing provided to USC Parking Services. In turn, Parking Services will mark off this area with a sign containing the project name, Project Manager's name, Contractor name and contact number, and end date. Where this area is subject to foot traffic, protective barriers will be provided as specified by the Project Manager. The area will be maintained in a neat and orderly fashion.
- 4. Work vehicles parked in the lay down area (or designated parking areas) will be clearly marked and display a USC-furnished placard for identification. No personal vehicles will be allowed in this area, or in any areas surrounding the construction site. Personal vehicles must be parked in the perimeter parking lots or garages. Temporary parking permits can be obtained at the Contractor's expense at the USC Parking Office located in the Pendleton Street parking garage. Refer to the CAMPUS VEHICLE EXPECTATIONS (below) for additional information.
- 5. Contractor is responsible for removal of all debris from the site, and is required to provide the necessary dumpsters which will be emptied on a regular basis. Construction waste must not be placed in University dumpsters. The construction site must be thoroughly cleaned with all trash picked up and properly disposed of on a daily basis and the site must be left in a safe and sanitary condition each day. The University will inspect job sites regularly and will fine any contractor found to be in violation of this requirement an amount of up to \$1,000 per violation.
- 6. The Contractor shall be responsible for erosion and sediment control measures where ground disturbances are made.

## PROJECT FENCING

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

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

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

## BEHAVIOR

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

## HAZARDOUS MATERIALS & SAFETY COMPLIANCE

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

## LANDSCAPE & TREE PROTECTION

- 18. In conjunction with the construction documents, the USC Arborist shall direct methods to minimize damage to campus trees. Tree protection fencing is required to protect existing trees and other landscape features to be affected by a construction project. The location of this fence will be evaluated for each situation with the USC Arborist, Landscape Architect and Project Manager. Tree protection fencing may be required along access routes as well as within the project area itself. Fence locations may have to be reset throughout the course of the project.
- 19. The tree protection fence shall be 6' high chain link fence with 80-90% privacy screening unless otherwise approved by USC Arborist and/or Landscape Architect. If the tree protection fence is completely within a screened jobsite fence perimeter, privacy fabric is not required. In-ground fence posts are preferred in most situations for greater protection. If utility or pavement conflicts are present, fence panels in footed stands are acceptable. See attached detail for typical tree protection fencing.
- 20. No entry, vehicle parking, or materials storage will be allowed inside the tree protection zone. A 4"

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layer of mulch shall be placed over the tree protection area to maintain moisture in the root zone.

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

## TEMPORARY FACILITIES

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

## CAMPUS KEYS

27. Contractor must sign a Contractor Key Receipt/Return form before any keys are issued. Keys must be returned immediately upon the completion of the work. The Contractor will bear the cost of any re-keying necessary due to the loss of or failure to return keys.

## WELDING

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

## PROJECT EVALUATION & CLOSE-OUT

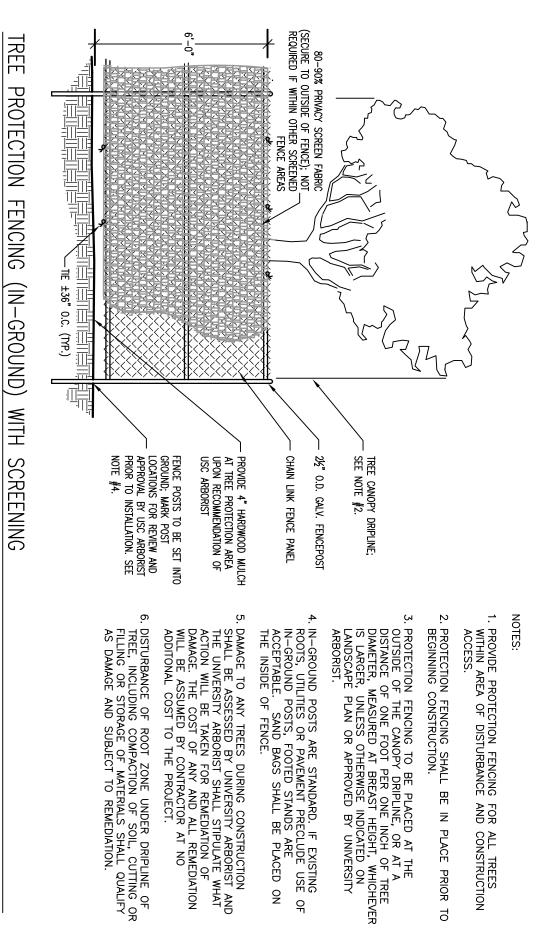
- 29. For all projects over \$100,000, including IDCs, a Contractor Performance Evaluation (SE 397) will be reviewed with the GC at the beginning of the project and a copy given to the GC. At the end of the project the form will be completed by the USC Project Manager and a Construction Performance rating will be established.
- 30. Contractor must provide all O&M manuals, as-built drawings, and training of USC personnel on new equipment, controls, etc. prior to Substantial Completion. Final payment will not be made until

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this is completed.

## CAMPUS VEHICLE EXPECTATIONS

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



NO SCALE REVISED 8.28.14

Project Name: One Wood Farm - Roof for Horse Walker

Project Number: CP00429238

University of South Carolina

## **CONTRACTOR'S ONE YEAR GUARANTEE**

STATE OF

COUNTY OF

WE

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

Defects or failures resulting from abuse by Owner.

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

[Name of Contracting Firm]

\*By\_\_\_\_\_

Title

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

SWORN TO before me this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_ (seal)

State

My commission expires \_\_\_\_\_

**Technical Specifications** 

## SECTION 01 2000 PRICE AND PAYMENT PROCEDURES

## PART 1 GENERAL

## 1.01 SECTION INCLUDES

- A. Procedures for preparation and submittal of applications for progress payments.
- B. Documentation of changes in Contract Sum and Contract Time.
- C. Change procedures.
- D. Correlation of Contractor submittals based on changes.
- E. Procedures for preparation and submittal of application for final payment.

### 1.02 RELATED REQUIREMENTS

A. Section 00 5000 - Contracting Forms and Supplements: Forms to be used.

### 1.03 SCHEDULE OF VALUES

- A. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit draft to Architect for approval.
- B. Forms filled out by hand will not be accepted.
- C. Submit Schedule of Values in duplicate within 15 days after date of Owner-Contractor Agreement.
- D. Format: Utilize the Table of Contents of this Project Manual. Identify each line item with number and title of the specification Section. Identify site mobilization.
- E. Include in each line item, the amount of Allowances specified in this section. For unit cost Allowances, identify quantities taken from Contract Documents multiplied by the unit cost to achieve the total for the item.
- F. Include separately from each line item, a direct proportional amount of Contractor's overhead and profit.
- G. Revise schedule to list approved Change Orders, with each Application For Payment.

### 1.04 APPLICATIONS FOR PROGRESS PAYMENTS

- A. Payment Period: Submit at intervals stipulated in the Agreement.
- B. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit sample to Architect for approval.
- C. Forms filled out by hand will not be accepted.
- D. For each item, provide a column for listing each of the following:
  - 1. Item Number.
  - 2. Description of work.
  - 3. Scheduled Values.
  - 4. Previous Applications.
  - 5. Work in Place and Stored Materials under this Application.
  - 6. Authorized Change Orders.
  - 7. Total Completed and Stored to Date of Application.
  - 8. Percentage of Completion.
  - 9. Balance to Finish.
  - 10. Retainage.
- E. Execute certification by signature of authorized officer.
- F. Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of work performed and for stored products.
- G. List each authorized Change Order as a separate line item, listing Change Order number and dollar amount as for an original item of Work.

ONE WOOD FARM -ROOF FOR HORSE WALKER CP00429238

- H. Submit three copies of each Application for Payment.
- I. Include the following with the application:
  - 1. Partial release of liens from major Subcontractors and vendors.
  - 2. Affidavits attesting to off-site stored products.
- J. When Architect requires substantiating information, submit data justifying dollar amounts in question. Provide one copy of data with cover letter for each copy of submittal. Show application number and date, and line item by number and description.

## 1.05 MODIFICATION PROCEDURES

- A. For minor changes not involving an adjustment to the Contract Sum or Contract Time, Architect will issue instructions directly to Contractor.
- B. For other required changes, Architect will issue a document signed by Owner instructing Contractor to proceed with the change, for subsequent inclusion in a Change Order.
  - 1. The document will describe the required changes and will designate method of determining any change in Contract Sum or Contract Time.
  - 2. Promptly execute the change.
- C. For changes for which advance pricing is desired, Architect will issue a document that includes a detailed description of a proposed change with supplementary or revised drawings and specifications, a change in Contract Time for executing the change . Contractor shall prepare and submit a fixed price quotation within 3 days.
- D. Contractor may propose a change by submitting a request for change to Architect, describing the proposed change and its full effect on the Work, with a statement describing the reason for the change, and the effect on the Contract Sum and Contract Time with full documentation and a statement describing the effect on Work by separate or other contractors.
- E. Computation of Change in Contract Amount: As specified in the Agreement and Conditions of the Contract.
  - 1. For change requested by Architect for work falling under a fixed price contract, the amount will be based on Contractor's price quotation.
  - 2. For change requested by Contractor, the amount will be based on the Contractor's request for a Change Order as approved by Architect.
  - 3. For pre-determined unit prices and quantities, the amount will based on the fixed unit prices.
  - 4. For change ordered by Architect without a quotation from Contractor, the amount will be determined by Architect based on the Contractor's substantiation of costs as specified for Time and Material work.
- F. Substantiation of Costs: Provide full information required for evaluation.
  - 1. Provide the following data:
    - a. Quantities of products, labor, and equipment.
    - b. Taxes, insurance, and bonds.
    - c. Overhead and profit.
    - d. Justification for any change in Contract Time.
    - e. Credit for deletions from Contract, similarly documented.
  - 2. Support each claim for additional costs with additional information:
    - a. Origin and date of claim.
    - b. Dates and times work was performed, and by whom.
    - c. Time records and wage rates paid.
    - d. Invoices and receipts for products, equipment, and subcontracts, similarly documented.
- G. Execution of Change Orders: Architect will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.

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- H. After execution of Change Order, promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Sum.
- I. Promptly revise progress schedules to reflect any change in Contract Time, revise sub-schedules to adjust times for other items of work affected by the change, and resubmit.
- J. Promptly enter changes in Project Record Documents.

### **1.06 APPLICATION FOR FINAL PAYMENT**

A. Prepare Application for Final Payment as specified for progress payments, identifying total adjusted Contract Sum, previous payments, and sum remaining due.

## PART 2 PRODUCTS - NOT USED

## PART 3 EXECUTION - NOT USED

## **END OF SECTION**

## SECTION 01 3000 ADMINISTRATIVE REQUIREMENTS

## PART 1 GENERAL

### **1.01 SECTION INCLUDES**

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

### PART 2 PRODUCTS - NOT USED

## PART 3 EXECUTION

#### 3.01 ELECTRONIC DOCUMENT SUBMITTAL SERVICE

- A. All documents transmitted for purposes of administration of the contract are to be in electronic (PDF) format and transmitted via an Internet-based submittal service that receives, logs and stores documents, provides electronic stamping and signatures, and notifies addressees via email.
  - 1. The submittal service will be provided by the architect.
  - 2. Besides submittals for review, information, and closeout, this procedure applies to requests for information (RFIs), progress documentation, contract modification documents (e.g. supplementary instructions, change proposals, change orders), applications for payment, field reports and meeting minutes, Contractor's correction punchlist, and any other document any participant wishes to make part of the project record.
  - 3. Contractor and Architect are required to use this service.
  - 4. It is Contractor's responsibility to submit documents in PDF format.
  - 5. Subcontractors, suppliers, and Architect's consultants will be permitted to use the service at no extra charge.
  - 6. Users of the service need an email address, Internet access, and PDF review software that includes ability to mark up and apply electronic stamps (such as Adobe Acrobat, www.adobe.com, or Bluebeam PDF Revu, www.bluebeam.com), unless such software capability is provided by the service provider.
  - 7. Paper document transmittals will not be reviewed; emailed PDF documents will not be reviewed.
  - 8. All other specified submittal and document transmission procedures apply, except that electronic document requirements do not apply to samples or color selection charts.
- B. Submittal Service: The selected service is:
  - 1. Sharefile.
- C. Project Closeout: Architect will determine when to terminate the service for the project and is responsible for obtaining archive copies of files for Owner.

#### 3.02 PRECONSTRUCTION MEETING

- A. Architect will schedule a meeting after Notice of Award.
- B. Attendance Required:
  - 1. Owner.
  - 2. Architect.
  - 3. Contractor.
- C. Agenda:
  - 1. Execution of Owner-Contractor Agreement.
  - 2. Submission of executed bonds and insurance certificates.

- 3. Distribution of Contract Documents.
- 4. Submission of list of Subcontractors, list of Products, schedule of values, and progress schedule.
- 5. Designation of personnel representing the parties to Contract and Architect.
- 6. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
- 7. Scheduling.
- 8. Scheduling activities of a Geotechnical Engineer.
- D. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

### 3.03 PROGRESS MEETINGS

- A. Make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.
- B. Attendance Required:
  - 1. Contractor.
  - 2. Owner.
  - 3. Architect.
  - 4. Contractor's Superintendent.
  - 5. Major Subcontractors.
- C. Agenda:
  - 1. Review minutes of previous meetings.
  - 2. Review of Work progress.
  - 3. Field observations, problems, and decisions.
  - 4. Identification of problems that impede, or will impede, planned progress.
  - 5. Review of submittals schedule and status of submittals.
  - 6. Review of off-site fabrication and delivery schedules.
  - 7. Maintenance of progress schedule.
  - 8. Corrective measures to regain projected schedules.
  - 9. Planned progress during succeeding work period.
  - 10. Coordination of projected progress.
  - 11. Maintenance of quality and work standards.
  - 12. Effect of proposed changes on progress schedule and coordination.
  - 13. Other business relating to Work.
- D. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

## 3.04 SUBMITTALS FOR REVIEW

- A. When the following are specified in individual sections, submit them for review:
  - 1. Product data.
    - 2. Shop drawings.
    - 3. Samples for selection.
  - 4. Samples for verification.
- B. Submit to Architect for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
- C. Samples will be reviewed only for aesthetic, color, or finish selection.
- D. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below and for record documents purposes described in Section 01 7800 - Closeout Submittals.

## 3.05 SUBMITTALS FOR INFORMATION

A. When the following are specified in individual sections, submit them for information:

ONE WOOD FARM -ROOF FOR HORSE WALKER CP00429238

- 1. Design data.
- 2. Certificates.
- 3. Test reports.
- 4. Inspection reports.
- 5. Manufacturer's instructions.
- 6. Manufacturer's field reports.
- 7. Other types indicated.
- B. Submit for Architect's knowledge as contract administrator or for Owner. No action will be taken.

## 3.06 SUBMITTALS FOR PROJECT CLOSEOUT

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

### 3.07 NUMBER OF COPIES OF SUBMITTALS

- A. Electronic Documents: Submit one electronic copy in PDF format; an electronically-marked up file will be returned. Create PDFs at native size and right-side up; illegible files will be rejected.
- B. Samples: Submit the number specified in individual specification sections; one of which will be retained by Architect.
  - 1. After review, produce duplicates.
  - 2. Retained samples will not be returned to Contractor unless specifically so stated.

#### 3.08 SUBMITTAL PROCEDURES

- A. Shop Drawing Procedures:
  - 1. Prepare accurate, drawn-to-scale, original shop drawing documentation by interpreting the Contract Documents and coordinating related Work.
  - 2. Generic, non-project specific information submitted as shop drawings do not meet the requirements for shop drawings.
- B. Transmit each submittal with a copy of approved submittal form.
- C. Sequentially number the transmittal form. Revise submittals with original number and a sequential alphabetic suffix.
- D. Identify Project, Contractor, Subcontractor or supplier; pertinent drawing and detail number, and specification section number, as appropriate on each copy.
- E. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of Products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents.
- F. Schedule submittals to expedite the Project, and coordinate submission of related items.
- G. For each submittal for review, allow 15 days excluding delivery time to and from the Contractor.
- H. Identify variations from Contract Documents and Product or system limitations that may be detrimental to successful performance of the completed Work.
- I. Provide space for Contractor and Architect review stamps.
- J. When revised for resubmission, identify all changes made since previous submission.

- K. Distribute reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.
- L. Submittals not requested will not be recognized or processed.

## END OF SECTION

## SECTION 01 3216 CONSTRUCTION PROGRESS SCHEDULE

## PART 1 GENERAL

#### **1.01 SECTION INCLUDES**

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

### 1.02 SUBMITTALS

- A. Within 7 days after date of Agreement, submit preliminary schedule defining planned operations for the first 45 days of Work, with a general outline for remainder of Work.
- B. If preliminary schedule requires revision after review, submit revised schedule within 3 days.
- C. Within 7 days after review of preliminary schedule, submit draft of proposed complete schedule for review.
  - 1. Include written certification that major contractors have reviewed and accepted proposed schedule.
- D. Within 3 days after joint review, submit complete schedule.
- E. Submit updated schedule with each Application for Payment.

### 1.03 QUALITY ASSURANCE

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

## 1.04 SCHEDULE FORMAT

- A. Listings: In chronological order according to the start date for each activity. Identify each activity with the applicable specification section number.
- B. Sheet Size: Multiples of 8-1/2 x 11 inches.

## PART 2 PRODUCTS - NOT USED

## PART 3 EXECUTION

## 3.01 PRELIMINARY SCHEDULE

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

#### 3.02 CONTENT

- A. Show complete sequence of construction by activity, with dates for beginning and completion of each element of construction.
- B. Identify each item by specification section number.
- C. Identify work of separate stages and other logically grouped activities.
- D. Provide sub-schedules to define critical portions of the entire schedule.
- E. Show accumulated percentage of completion of each item, and total percentage of Work completed, as of the first day of each month.
- F. Indicate delivery dates for owner-furnished products.
- G. Provide legend for symbols and abbreviations used.

## 3.03 BAR CHARTS

- A. Include a separate bar for each major portion of Work or operation.
- B. Identify the first work day of each week.

## 3.04 REVIEW AND EVALUATION OF SCHEDULE

- A. Participate in joint review and evaluation of schedule with Architect at each submittal.
- B. Evaluate project status to determine work behind schedule and work ahead of schedule.
- C. After review, revise as necessary as result of review, and resubmit within 10 days.

### 3.05 UPDATING SCHEDULE

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

## 3.06 DISTRIBUTION OF SCHEDULE

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

## END OF SECTION

## SECTION 01 4000 QUALITY REQUIREMENTS

## PART 1 GENERAL

### **1.01 SECTION INCLUDES**

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

### 1.02 SUBMITTALS

- A. Testing Agency Qualifications:
  - 1. Prior to start of Work, submit agency name, address, and telephone number, and names of full time registered Engineer and responsible officer.
- B. Design Data: Submit for Architect's knowledge as contract administrator for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents, or for Owner's information.
- C. Test Reports: After each test/inspection, promptly submit two copies of report to Architect and to Contractor.
  - 1. Include:
    - a. Date issued.
    - b. Project title and number.
    - c. Name of inspector.
    - d. Date and time of sampling or inspection.
    - e. Identification of product and specifications section.
    - f. Location in the Project.
    - g. Type of test/inspection.
    - h. Date of test/inspection.
    - i. Results of test/inspection.
    - j. Conformance with Contract Documents.
    - k. When requested by Architect, provide interpretation of results.
  - 2. Test report submittals are for Architect's knowledge as contract administrator for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents, or for Owner's information.
- D. Certificates: When specified in individual specification sections, submit certification by the manufacturer and Contractor or installation/application subcontractor to Architect, in quantities specified for Product Data.
  - 1. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- E. Manufacturer's Instructions: When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, for the Owner's information. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.
- F. Manufacturer's Field Reports: Submit reports for Architect's benefit as contract administrator or for Owner.
  - 1. Submit for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.
- G. Erection Drawings: Submit drawings for Architect's benefit as contract administrator or for Owner.

1. Submit for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.

#### 1.03 REFERENCES AND STANDARDS

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

#### 1.04 TESTING AND INSPECTION AGENCIES

- A. Owner will employ services of an independent testing agency to perform certain specified testing; payment for cost of services will be derived from allowance specified in Section 01 2100; see Section 01 2100 and applicable sections for description of services included in allowance.
- B. Employment of agency in no way relieves Contractor of obligation to perform Work in accordance with requirements of Contract Documents.

#### PART 3 EXECUTION

#### 2.01 CONTROL OF INSTALLATION

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

### 2.02 MOCK-UPS

- A. Before installing portions of the Work where mockups are required, construct mockups in location and size indicated for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work. The purpose of mock-up is to demonstrate the proposed range of aesthetic effects and workmanship.
- B. Accepted mock-ups establish the standard of quality the Architect will use to judge the Work.
- C. Tests shall be performed under provisions identified in this section and identified in the respective product specification sections.

- D. Assemble and erect specified items with specified attachment and anchorage devices, flashings, seals, and finishes.
- E. Obtain Architect's approval of mockups before starting work, fabrication, or construction.
- F. Accepted mock-ups shall be a comparison standard for the remaining Work.
- G. Where mock-up has been accepted by Architect and is specified in product specification sections to be removed, protect mock-up throughout construction, remove mock-up and clear area when directed to do so by Architect.

### 2.03 TOLERANCES

- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Architect before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

### 2.04 TESTING AND INSPECTION

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

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F. Re-testing required because of non-conformance to specified requirements shall be paid for by Contractor.

### 2.05 MANUFACTURERS' FIELD SERVICES

- A. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust and balance of equipment as applicable, and to initiate instructions when necessary.
- B. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

#### 2.06 DEFECT ASSESSMENT

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

### END OF SECTION

### **SECTION 01 5000**

#### **TEMPORARY FACILITIES AND CONTROLS**

### PART 1 GENERAL

### **1.01 SECTION INCLUDES**

- A. Temporary sanitary facilities.
- B. Field offices.

### 1.02 TEMPORARY SANITARY FACILITIES

- A. Provide and maintain required facilities and enclosures. Provide at time of project mobilization.
- B. Use of existing facilities is not permitted.
- C. Maintain daily in clean and sanitary condition.

#### **1.03 EXTERIOR ENCLOSURES**

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

### 1.04 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, materials, prior to Substantial Completion inspection.
- B. Remove underground installations to a minimum depth of 2 feet. Grade site as indicated.
- C. Clean and repair damage caused by installation or use of temporary work.
- D. Restore existing facilities used during construction to original condition.
- E. Restore new permanent facilities used during construction to specified condition.

### PART 2 PRODUCTS - NOT USED

### PART 3 EXECUTION - NOT USED

## SECTION 01 6000 PRODUCT REQUIREMENTS

### PART 1 GENERAL

#### **1.01 SECTION INCLUDES**

- A. General product requirements.
- B. Re-use of existing products.
- C. Transportation, handling, storage and protection.
- D. Product option requirements.
- E. Substitution limitations and procedures.
- F. Maintenance materials, including extra materials, spare parts, tools, and software.

#### 1.02 SUBMITTALS

- A. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- B. Shop Drawing Submittals: Prepared specifically for this Project; indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- C. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
  - 1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.

### PART 2 PRODUCTS

#### 2.01 EXISTING PRODUCTS

- A. Do not use materials and equipment removed from existing premises unless specifically required or permitted by the Contract Documents.
- B. Existing materials and equipment indicated to be removed, but not to be re-used, relocated, reinstalled, delivered to the Owner, or otherwise indicated as to remain the property of the Owner, become the property of the Contractor; remove from site.

### 2.02 NEW PRODUCTS

A. Provide new products unless specifically required or permitted by the Contract Documents.

#### 2.03 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Use a product of one of the manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

#### 2.04 MAINTENANCE MATERIALS

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

### PART 3 EXECUTION

### 3.01 SUBSTITUTION PROCEDURES

A. Instructions to Bidders specify time restrictions for submitting requests for substitutions during the bidding period. Comply with requirements specified in this section.

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- B. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents.
- C. A request for substitution constitutes a representation that the submitter:
  - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
  - 2. Will provide the same warranty for the substitution as for the specified product.
  - 3. Will coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to Owner.
  - 4. Waives claims for additional costs or time extension that may subsequently become apparent.
- D. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request, or when acceptance will require revision to the Contract Documents.
- E. Substitution Submittal Procedure:
  - 1. Submit three copies of request for substitution for consideration. Limit each request to one proposed substitution.
  - 2. Submit shop drawings, product data, and certified test results attesting to the proposed product equivalence. Burden of proof is on proposer.
  - 3. The Architect will notify Contractor in writing of decision to accept or reject request.

#### 3.02 TRANSPORTATION AND HANDLING

- A. Package products for shipment in manner to prevent damage; for equipment, package to avoid loss of factory calibration.
- B. If special precautions are required, attach instructions prominently and legibly on outside of packaging.
- C. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.
- D. Transport and handle products in accordance with manufacturer's instructions.
- E. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.
- F. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
- G. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage, and to minimize handling.
- H. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

#### 3.03 STORAGE AND PROTECTION

- A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication.
- B. Store and protect products in accordance with manufacturers' instructions.
- C. Store with seals and labels intact and legible.
- D. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to product.
- E. For exterior storage of fabricated products, place on sloped supports above ground.
- F. Protect products from damage or deterioration due to construction operations, weather, precipitation, humidity, temperature, sunlight and ultraviolet light, dirt, dust, and other contaminants.
- G. Comply with manufacturer's warranty conditions, if any.

- H. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- I. Prevent contact with material that may cause corrosion, discoloration, or staining.
- J. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- K. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

#### **SECTION 01 7000**

#### EXECUTION AND CLOSEOUT REQUIREMENTS

### PART 1 GENERAL

#### 1.01 SECTION INCLUDES

- A. Examination, preparation, and general installation procedures.
- B. Requirements for alterations work, including selective demolition, except removal, disposal, and/or remediation of hazardous materials and toxic substances.
- C. Cutting and patching.
- D. Cleaning and protection.
- E. Closeout procedures, including Contractor's Correction Punch List, except payment procedures.

#### 1.02 RELATED REQUIREMENTS

A. Section 07 8400 - Firestopping.

#### 1.03 SUBMITTALS

- A. See Section 01 3000 Administrative Requirements, for submittal procedures.
- B. Demolition Plan: Submit demolition plan as specified by OSHA and local authorities.
  - 1. Indicate extent of demolition, removal sequence, bracing and shoring, and location and construction of barricades and fences. Include design drawings and calculations for bracing and shoring.
  - 2. Identify demolition firm and submit qualifications.
  - 3. Include a summary of safety procedures.
- C. Cutting and Patching: Submit written request in advance of cutting or alteration that affects:
  - 1. Structural integrity of any element of Project.
  - 2. Integrity of weather exposed or moisture resistant element.
  - 3. Efficiency, maintenance, or safety of any operational element.
  - 4. Visual qualities of sight exposed elements.
  - 5. Work of Owner or separate Contractor.
  - 6. Include in request:
    - a. Identification of Project.
    - b. Location and description of affected work.
    - c. Necessity for cutting or alteration.
    - d. Description of proposed work and products to be used.
    - e. Effect on work of Owner or separate Contractor.
    - f. Written permission of affected separate Contractor.
    - g. Date and time work will be executed.
- D. Project Record Documents: Accurately record actual locations of capped and active utilities.

### 1.04 COORDINATION

- A. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- B. Notify affected utility companies and comply with their requirements.
- C. Verify that utility requirements and characteristics of new operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- D. Coordinate space requirements, supports, and installation of mechanical and electrical work that are indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.

- E. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- F. Coordinate completion and clean-up of work of separate sections.
- G. After Owner occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

#### PART 2 PRODUCTS

### 2.01 PATCHING MATERIALS

- A. New Materials: As specified in product sections; match existing products and work for patching and extending work.
- B. Type and Quality of Existing Products: Determine by inspecting and testing products where necessary, referring to existing work as a standard.
- C. Product Substitution: For any proposed change in materials, submit request for substitution described in Section 01 6000 Product Requirements.

### PART 3 EXECUTION

#### 3.01 EXAMINATION

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

#### 3.02 PREPARATION

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

### 3.03 GENERAL INSTALLATION REQUIREMENTS

- A. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.
- B. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.
- C. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.
- D. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.
- E. Make neat transitions between different surfaces, maintaining texture and appearance.

### 3.04 ALTERATIONS

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

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В.

- 1. Verify that construction and utility arrangements are as shown.
- 2. Report discrepancies to Architect before disturbing existing installation.
- 3. Beginning of alterations work constitutes acceptance of existing conditions.
- Remove existing work as indicated and as required to accomplish new work.
- 1. Remove items indicated on drawings.
- 2. Relocate items indicated on drawings.
- 3. Where new surface finishes are to be applied to existing work, perform removals, patch, and prepare existing surfaces as required to receive new finish; remove existing finish if necessary for successful application of new finish.
- 4. Where new surface finishes are not specified or indicated, patch holes and damaged surfaces to match adjacent finished surfaces as closely as possible.
- C. Services (Including but not limited to HVAC, Plumbing, Fire Protection, Electrical, and Telecommunications): Remove, relocate, and extend existing systems to accommodate new construction.
  - 1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components; if necessary, modify installation to allow access or provide access panel.
  - 2. Where existing systems or equipment are not active and Contract Documents require reactivation, put back into operational condition; repair supply, distribution, and equipment as required.
  - 3. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
    - a. Disable existing systems only to make switchovers and connections; minimize duration of outages.
    - b. Provide temporary connections as required to maintain existing systems in service.
  - 4. Verify that abandoned services serve only abandoned facilities.
  - 5. Remove abandoned pipe, ducts, conduits, and equipment, including those above accessible ceilings; remove back to source of supply where possible, otherwise cap stub and tag with identification; patch holes left by removal using materials specified for new construction.
- D. Protect existing work to remain.
  - 1. Prevent movement of structure; provide shoring and bracing if necessary.
  - 2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
  - 3. Repair adjacent construction and finishes damaged during removal work.
- E. Adapt existing work to fit new work: Make as neat and smooth transition as possible.
  - 1. When existing finished surfaces are cut so that a smooth transition with new work is not possible, terminate existing surface along a straight line at a natural line of division and make recommendation to Architect.
  - 2. Where removal of partitions or walls results in adjacent spaces becoming one, rework floors, walls, and ceilings to a smooth plane without breaks, steps, or bulkheads.
  - 3. Where a change of plane of 1/4 inch or more occurs in existing work, submit recommendation for providing a smooth transition for Architect review and request instructions.
  - 4. Trim existing wood doors as necessary to clear new floor finish. Refinish trim as required.
- F. Patching: Where the existing surface is not indicated to be refinished, patch to match the surface finish that existed prior to cutting. Where the surface is indicated to be refinished, patch so that the substrate is ready for the new finish.
- G. Refinish existing surfaces as indicated:
  - 1. Where rooms or spaces are indicated to be refinished, refinish all visible existing surfaces to remain to the specified condition for each material, with a neat transition to adjacent finishes.

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- 2. If mechanical or electrical work is exposed accidentally during the work, re-cover and refinish to match.
- H. Clean existing systems and equipment.
- I. Remove demolition debris and abandoned items from alterations areas and dispose of off-site; do not burn or bury.
- J. Do not begin new construction in alterations areas before demolition is complete.
- K. Comply with all other applicable requirements of this section.

#### 3.05 CUTTING AND PATCHING

- A. Whenever possible, execute the work by methods that avoid cutting or patching.
- B. See Alterations article above for additional requirements.
- C. Perform whatever cutting and patching is necessary to:
  - 1. Complete the work.
  - 2. Fit products together to integrate with other work.
  - 3. Provide openings for penetration of mechanical, electrical, and other services.
  - 4. Match work that has been cut to adjacent work.
  - 5. Repair areas adjacent to cuts to required condition.
  - 6. Repair new work damaged by subsequent work.
  - 7. Remove samples of installed work for testing when requested.
  - 8. Remove and replace defective and non-conforming work.
- D. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.
- E. Employ original installer to perform cutting for weather exposed and moisture resistant elements, and sight exposed surfaces.
- F. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.
- G. Restore work with new products in accordance with requirements of Contract Documents.
- H. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- I. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material in accordance with Section 07 8400, to full thickness of the penetrated element.
- J. Patching:
  - 1. Finish patched surfaces to match finish that existed prior to patching. On continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
  - 2. Match color, texture, and appearance.
  - 3. Repair patched surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. If defects are due to condition of substrate, repair substrate prior to repairing finish.

#### 3.06 PROGRESS CLEANING

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.
- C. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.
- D. Collect and remove waste materials, debris, and trash/rubbish from site periodically and dispose off-site; do not burn or bury.

### 3.07 PROTECTION OF INSTALLED WORK

- A. Protect installed work from damage by construction operations.
- B. Provide special protection where specified in individual specification sections.
- C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- D. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- E. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- F. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
- G. Remove protective coverings when no longer needed; reuse or recycle plastic coverings if possible.

### 3.08 ADJUSTING

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

#### 3.09 FINAL CLEANING

- A. Use cleaning materials that are nonhazardous.
- B. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.
- C. Remove all labels that are not permanent. Do not paint or otherwise cover fire test labels or nameplates on mechanical and electrical equipment.
- D. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
- E. Clean filters of operating equipment.
- F. Clean debris from roofs, gutters, downspouts, scuppers, overflow drains, area drains, and drainage systems.
- G. Clean site; sweep paved areas, rake clean landscaped surfaces.
- H. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.

### 3.10 CLOSEOUT PROCEDURES

- A. Make submittals that are required by governing or other authorities.
- B. Accompany Project Coordinator on preliminary inspection to determine items to be listed for completion or correction in the Contractor's Correction Punch List for Contractor's Notice of Substantial Completion.
- C. Notify Architect when work is considered ready for Architect's Substantial Completion inspection.
- D. Submit written certification containing Contractor's Correction Punch List, that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for Architect's Substantial Completion inspection.
- E. Conduct Substantial Completion inspection and create Final Correction Punch List containing Architect's and Contractor's comprehensive list of items identified to be completed or corrected and submit to Architect.
- F. Correct items of work listed in Final Correction Punch List and comply with requirements for access to Owner-occupied areas.

- G. Notify Architect when work is considered finally complete and ready for Architect's Substantial Completion final inspection.
- H. Complete items of work determined by Architect listed in executed Certificate of Substantial Completion.

#### **SECTION 02 4113**

### SELECTIVE SITE DEMOLITION

#### **PART 1 - GENERAL**

#### 1.1 DESCRIPTION

- A. Work included: Demolish and remove from the site those items so indicated on the Drawings. including buildings, building pads, parking and roadway areas, miscellaneous structures, poles, walls, utilities, signs, etc.
- Β. Related work:
  - 1. Documents affecting work of this Section include, but are not necessarily limited to. General Conditions, Supplementary Conditions, and Sections in Division 1 of these specifications.

#### 1.2 QUALITY ASSURANCE

- Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods A. needed for proper performance of the work of this Section.
- Β. Comply with the International Building Code with due regard to the protection of the public and the provision of safeguards during the performance of the work.
- C. Use equipment adequate in size, capacity and numbers to accomplish the work in a timely manner.
- D. Comply with requirements of governmental agencies having jurisdiction.
- Ε. Contractor is responsible for being aware of and complying with Asbestos NESHAP regulations, as well as other applicable codes, laws and regulations.
  - 1. The Owner is to be notified immediately upon discovery of asbestos materials.

#### **PART 2 - PRODUCTS**

A. No products are required in this Section.

#### PART 3 - EXECUTION

#### 3.1 SURFACE CONDITIONS

Α. Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to the safe, timely, and proper completion of the Work. Do not proceed until unsatisfactory conditions are corrected.

#### 3.2 DEMOLITION

- Α. General:
  - Prior to start of demolition, carefully study the Drawings and these Specifications.
  - 2. In company with the Owner's representative, visit the site and verify the extent of demolition to be performed under this Contract.
- Β. Using only the means and equipment approved for this purpose by the governmental agencies having jurisdiction, demolish and completely remove from the job site the existing construction designated to be removed.
  - 1. Shut off, cap, reroute, and otherwise protect existing public utility lines in accordance with the requirements of the public agency or utility having jurisdiction. Remove rocks larger than 2" diameter, roots, wood, and debris.
  - 2.

- C. Demolished material shall be considered to be property of the Contractor and shall be completely removed from the job site.
- D. Use means necessary to prevent dust from becoming a nuisance to the public, to neighbors, and to other work being performed on or near the site.
- E. Use any means necessary to protect the public safety during the demolition process.
- F. Use whatever means necessary to protect the adjacent structures from damage during demolition.
- G. Protection of trees: It may become desirable to save certain trees in areas where cut or fill is eighteen inches or less and in parking areas. Consequently, the Contractor shall obtain approval from Engineer prior to removal of significant trees from such areas. The Contractor shall protect existing trees to remain during construction by constructing barricades around such trees as directed.
- H. Erosion control: Construct and maintain erosion control as shown on the Drawings and in accordance with SCDHEC requirements.

### SECTION 03300 CAST-IN-PLACE CONCRETE

### PART 1 - GENERAL

### 1.1 SUMMARY

A. This Section specifies cast-in place concrete, including formwork, reinforcement, concrete materials, mixture design, placement procedures, and finishes.

#### 1.2 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Design Mixtures: For each concrete mixture.

### 1.3 QUALITY ASSURANCE

- A. Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C 94/C 94M requirements for production facilities and equipment.
- B. ACI Publications: Comply with the following unless modified by requirements in the Contract Documents:
  - 1. ACI 301, "Specification for Structural Concrete," Sections 1 through 5.
  - 2. ACI 117, "Specifications for Tolerances for Concrete Construction and Materials."
- C. Preinstallation Conference: Conduct conference at Project site.

### PART 2 - PRODUCTS

### 2.1 STEEL REINFORCEMENT

A. Reinforcing Bars: ASTM A 615/A 615M, Grade 60, deformed.

### 2.2 CONCRETE MATERIALS

- A. Cementitious Material: Use the following cementitious materials, of the same type, brand, and source, throughout Project:
  - 1. Portland Cement: ASTM C 150, Type I/II Select supplementary cementing materials from two subparagraphs below if permitted. Ready-mix concrete manufacturer blends these materials with portland cement. Fly ash, slag, or pozzolanic materials may slow rate of concrete strengthening and affect color uniformity. Availability of Class F fly ash predominates over Class C fly ash.

### SECTION 03300 CAST-IN-PLACE CONCRETE

- a. Fly Ash: ASTM C 618, Class F.
- B. Normal-Weight Aggregates: ASTM C 33, graded, 3/4-inch nominal maximum coarse-aggregate size.
  - 1. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.
- C. Water: ASTM C 94/C 94M and potable.

### 2.3 CONCRETE MIXTURES

- A. Prepare design mixtures for each type and strength of concrete, proportioned on the basis of laboratory trial mixture or field test data, or both, according to ACI 301.
- B. Cementitious Materials: Use fly ash, pozzolan, ground granulated blast-furnace slag, and silica fume as needed to reduce the total amount of portland cement, which would otherwise be used, by not less than 40 percent.
- C. Proportion normal-weight concrete mixture as follows:
  - 1. Minimum Compressive Strength: 4000 psi at 28 days.
  - 2. Maximum Water-Cementitious Materials Ratio: 0.40
  - 3. Slump Limit: 4 inches plus or minus 1 inch.
  - 4. Air Content: 6 percent, plus or minus 1.5 percent at point of delivery for 3/4-inch nominal maximum aggregate size.

### 2.4 FABRICATING REINFORCEMENT

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

### 2.5 CONCRETE MIXING

- A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete according to ASTM C 94/C 94M, and furnish batch ticket information.
  - 1. When air temperature is between 85 and 90 deg F (30 and 32 deg C), reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F (32 deg C), reduce mixing and delivery time to 60 minutes.

### PART 3 - EXECUTION

### 3.1 STEEL REINFORCEMENT

A. General: Comply with CRSI's "Manual of Standard Practice" for placing reinforcement.

### SECTION 03300 CAST-IN-PLACE CONCRETE

### 3.2 CONCRETE PLACEMENT

- A. Deposit concrete continuously in one layer or in horizontal layers of such thickness that no new concrete will be placed on concrete that has hardened enough to cause seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as indicated. Deposit concrete to avoid segregation.
  - 1. Consolidate placed concrete with mechanical vibrating equipment according to ACI 301.
- B. Cold-Weather Placement: Comply with ACI 306.1.
- C. Hot-Weather Placement: Comply with ACI 301.

### 3.3 FINISHING FOUNDATIONS

- A. General: Comply with ACI 302.1R recommendations for screeding, restraightening, and finishing operations for concrete surfaces. Do not wet concrete surfaces.
- B. Float Finish: Consolidate surface by hand floating. Restraighten, cut down high spots, and fill low spots. Repeat float passes and restraightening until surface is left with a uniform, smooth, granular texture.

#### 3.4 CONCRETE PROTECTING AND CURING

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and ACI 301 for hot-weather protection during curing.
- B. Cure concrete according to ACI 308.1, by one or a combination of the following methods:

END OF SECTION 03300END OF SECTION 03300

## SECTION 04 2000 UNIT MASONRY

### PART 1 GENERAL

#### **1.01 SECTION INCLUDES**

- A. Concrete Block.
- B. Mortar and Grout.
- C. Reinforcement and Anchorage.
- D. Accessories.

#### 1.02 REFERENCE STANDARDS

- A. ASTM A641/A641M Standard Specification for Zinc-Coated (Galvanized) Carbon Steel Wire; 2009a.
- B. ASTM A1064/A1064M Standard Specification for Carbon-Steel Wire and Welded Wire Reinforcement, Plain and Deformed, for Concrete; 2015.
- C. ASTM C90 Standard Specification for Loadbearing Concrete Masonry Units; 2014.
- D. ASTM C91/C91M Standard Specification for Masonry Cement; 2012.
- E. ASTM C270 Standard Specification for Mortar for Unit Masonry; 2014a.

#### 1.03 SUBMITTALS

- A. See Section 01 3000 Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data for masonry units, fabricated wire reinforcement, mortar, and masonry accessories.
- C. Samples: Submit four samples of facing brick units to illustrate color, texture, and extremes of color range.

#### 1.04 MOCK-UP

- A. Construct a masonry wall as a mock-up panel sized 8 feet long by 6 feet high; include mortar, accessories, structural backup, and flashings (with lap joint, corner, and end dam) in mock-up.
- B. Locate where directed.
- C. Mock-up may remain as part of the Work.

#### 1.05 DELIVERY, STORAGE, AND HANDLING

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

#### PART 2 PRODUCTS

### 2.01 CONCRETE MASONRY UNITS

- A. Field Stone:
  - 1. Match existing stone and mortar at relocated wall using the same placing pattern and mortar color/jointing methods.
  - 2. Cumberland Stone; Crossville, Tennessee: "Field Cut Flagstone" or architect approved equal.
  - 3. The relocated wall is to match the existing wall that it is tieing into in appearance.
- B. Concrete Block: Comply with referenced standards and as follows:
  - 1. Size: Standard units with nominal face dimensions of 16 x 8 inches and nominal depth of 8 inches.
  - 2. Load-Bearing Units: ASTM C90, normal weight.
    - a. Hollow block, as indicated.
    - b. Exposed Faces: Manufacturer's standard color and texture where indicated.

#### 2.02 MORTAR AND GROUT MATERIALS

- A. Masonry Cement: ASTM C91/C91M, Type N.
  - 1. Colored Mortar: Premixed cement as required to match Architect's color sample.
- B. Water: Clean and potable.

#### 2.03 REINFORCEMENT AND ANCHORAGE

A. Single Wythe Joint Reinforcement: Truss or ladder type; ASTM A1064/A1064M steel wire, mill galvanized to ASTM A641/A641M, Class 3; 0.1483 inch side rods with 0.1483 inch cross rods; width as required to provide not more than 1 inch and not less than 1/2 inch of mortar coverage on each exposure.

#### 2.04 ACCESSORIES

A. Cleaning Solution: Non-acidic, not harmful to masonry work or adjacent materials.

#### 2.05 MORTAR AND GROUT MIXES

- A. Mortar for Unit Masonry: ASTM C270, using the Proportion Specification.
  - 1. Exterior, loadbearing masonry: Type N.
  - 2. Exterior, non-loadbearing masonry: Type N.
- B. Colored Mortar: Proportion selected pigments and other ingredients to match Architect's sample, without exceeding manufacturer's recommended pigment-to-cement ratio.
- C. Admixtures: Add to mixture at manufacturer's recommended rate and in accordance with manufacturer's instructions; mix uniformly.
- D. Mixing: Use mechanical batch mixer and comply with referenced standards.

#### PART 3 EXECUTION

#### 3.01 EXAMINATION

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

#### 3.02 COLD AND HOT WEATHER REQUIREMENTS

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

#### 3.03 COURSING

- A. Establish lines, levels, and coursing indicated. Protect from displacement.
- B. Maintain masonry courses to uniform dimension. Form vertical and horizontal joints of uniform thickness.
- C. Concrete Masonry Units:

#### 3.04 PLACING AND BONDING

- A. Remove excess mortar and mortar smears as work progresses.
- B. Interlock intersections and external corners.
- C. Do not shift or tap masonry units after mortar has achieved initial set. Where adjustment must be made, remove mortar and replace.
- D. Perform job site cutting of masonry units with proper tools to provide straight, clean, unchipped edges. Prevent broken masonry unit corners or edges.

### 3.05 REINFORCEMENT AND ANCHORAGE - GENERAL

- A. Unless otherwise indicated on drawings or specified under specific wall type, install horizontal joint reinforcement 16 inches on center.
- B. Place masonry joint reinforcement in first and second horizontal joints above and below openings. Extend minimum 16 inches each side of opening.
- C. Fasten anchors to structural framing and embed in masonry joints as masonry is laid. Unless otherwise indicated on drawings or closer spacing is indicated under specific wall type, space anchors at maximum of 36 inches horizontally and 24 inches vertically.

#### 3.06 TOLERANCES

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

#### 3.07 CLEANING

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

#### 3.08 PROTECTION

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

### PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. This Section includes the following:
  - 1. Framing with dimension lumber.

### 1.3 DEFINITIONS

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

### 1.4 DELIVERY, STORAGE, AND HANDLING

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

### PART 2 - PRODUCTS

### 2.1 WOOD PRODUCTS, GENERAL

- A. Lumber: DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, provide lumber that complies with the applicable rules of any rules-writing agency certified by the ALSC Board of Review. Provide lumber graded by an agency certified by the ALSC Board of Review to inspect and grade lumber under the rules indicated.
  - 1. Factory mark each piece of lumber with grade stamp of grading agency.

#### SECTION 061000

- 2. For exposed lumber indicated to receive a stained or natural finish, **mark grade stamp on end or back of each piece**. In DOC PS 20, dressed sizes of green lumber are larger than dry lumber.
- 3. Where nominal sizes are indicated, provide actual sizes required by DOC PS 20 for moisture content specified. Where actual sizes are indicated, they are minimum dressed sizes for dry lumber.
- 4. Provide dressed lumber, S4S, unless otherwise indicated.

### 2.2 DIMENSION LUMBER FRAMING

- A. Maximum Moisture Content: 19 percent.
- B. Miscellaneous Framing/Cupola Walls : No.2 grade and any of the following species:
  - 1. Southern pine; SPIB.
- C. Joists, Rafters, and Other Framing Not Listed Above: No. 2 grade of the following species:1. Southern pine; SPIB.

#### 2.3 FASTENERS

- A. General: Provide fasteners of size and type indicated that comply with requirements specified in this Article for material and manufacture.
  - 1. Where rough carpentry is exposed to weather, in ground contact, pressure-preservative treated, or in area of high relative humidity, provide fasteners with hot-dip zinc coating complying with ASTM A 153/A 153M.
- B. Nails, Brads, and Staples: ASTM F 1667.
- C. Power-Driven Fasteners: NES NER-272.
- D. Wood Screws: ASME B18.6.1.
- E. Lag Bolts: ASME B18.2.1.
- F. Bolts: Steel bolts complying with ASTM A 307, Grade A; with ASTM A 563 hex nuts and, where indicated, flat washers.

#### 2.4 METAL FRAMING ANCHORS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

- C. Basis-of-Design Products: Subject to compliance with requirements, provide products indicated on Drawings or comparable products by one of the following:
  - 1. Alpine Engineered Products, Inc.
  - 2. Cleveland Steel Specialty Co.
  - 3. Harlen Metal Products, Inc.
  - 4. KC Metals Products, Inc.
  - 5. Simpson Strong-Tie Co., Inc.
  - 6. Southeastern Metals Manufacturing Co., Inc.
  - 7. USP Structural Connectors.
- D. Galvanized Steel Sheet: Hot-dip, zinc-coated steel sheet complying with ASTM A 653/A 653M, G60 (Z180) coating designation.
  - 1. Use for interior locations where stainless steel is not indicated.

### PART 3 - EXECUTION

### 3.1 INSTALLATION, GENERAL

- A. Set rough carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit rough carpentry to other construction; scribe and cope as needed for accurate fit. Locate nailers, blocking, and similar supports to comply with requirements for attaching other construction.
- B. Framing Standard: Comply with AF&PA's "Details for Conventional Wood Frame Construction," unless otherwise indicated.
- C. Metal Framing Anchors: Install metal framing to comply with manufacturer's written instructions.
- D. Do not splice structural members between supports, unless otherwise indicated.
- E. Provide blocking and framing as indicated and as required to support facing materials, fixtures, specialty items, and trim.
  - 1. Provide metal clips for fastening gypsum board or lath at corners and intersections where framing or blocking does not provide a surface for fastening edges of panels. Space clips not more than 16 inches (406 mm) o.c.
- F. Sort and select lumber so that natural characteristics will not interfere with installation or with fastening other materials to lumber. Do not use materials with defects that interfere with function of member or pieces that are too small to use with minimum number of joints or optimum joint arrangement.
- G. Comply with AWPA M4 for applying field treatment to cut surfaces of preservative-treated lumber.
  - 1. Use inorganic boron for items that are continuously protected from liquid water.
  - 2. Use copper naphthenate for items not continuously protected from liquid water.

- H. Use common wire nails, unless otherwise indicated. Select fasteners of size that will not fully penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections between members. Install fasteners without splitting wood; do not countersink nail heads, unless otherwise indicated.
- I. For exposed work, arrange fasteners in straight rows parallel with edges of members, with fasteners evenly spaced, and with adjacent rows staggered.
  - 1. Comply with indicated fastener patterns where applicable.

### 3.2 **PROTECTION**

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

### PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section includes framing using timbers.
- B. Related Sections:
  - 1. Division 06 Section "Rough Carpentry" for dimension lumber items associated with heavy timber construction.
  - 2. Division 06 Section "Wood Decking" for wood roof decking.

#### 1.3 DEFINITIONS

- A. Timbers: Lumber of 5 inches nominal or greater in least dimension.
- B. Inspection agencies, and the abbreviations used to reference them, include the following:
  - 1. SPIB Southern Pine Inspection Bureau.

### 1.4 SUBMITTALS

- A. Product Data: For preservative-treated wood products and timber connectors.
  - 1. For preservative-treated wood products, include chemical treatment manufacturer's written instructions for handling, storing, installing, and finishing treated material.
  - 2. For timber connectors, include installation instructions.
- B. Shop Drawings: For heavy timber construction. Show layout, dimensions of each member, and details of connections.
- C. Samples: Not less than 5 inches wide by 24 inches long, showing the range of variation to be expected in appearance, including surface texture, of wood products.
- D. Material Certificates:
  - 1. For heavy timber construction specified to comply with minimum allowable unit stresses. Indicate species and grade selected for each use and design values approved by ALSC's Board of Review.

- 2. For preservative-treated wood products. Indicate type of preservative used and net amount of preservative retained.
- E. Certificates of Inspection: Issued by lumber grading agency for exposed timber not marked with grade stamp.

### 1.5 QUALITY ASSURANCE

A. Timber Standard: Comply with AITC 108, "Standard for Heavy Timber Construction."

### 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Schedule delivery of heavy timber construction to avoid extended on-site storage and to avoid delaying the Work.
- B. Store materials under cover and protected from weather and contact with damp or wet surfaces. Provide for air circulation within and around stacks and under temporary coverings.

### PART 2 - PRODUCTS

### 2.1 TIMBER

- A. General: Comply with DOC PS 20 and with grading rules of lumber grading agencies certified by ALSC's Board of Review as applicable.
  - 1. Factory mark each item of timber with grade stamp of grading agency.
  - 2. For exposed timber indicated to receive a stained or natural finish, apply grade stamps to surfaces that will not be exposed to view, or omit grade stamps and provide certificates of grade compliance issued by grading agency.
- B. Moisture Content: Provide timber with 19 percent maximum moisture content at time of dressing.
- C. Dressing: Provide dressed timber (S4S) unless otherwise indicated.
- D. End Sealer: Manufacturer's standard, transparent, colorless wood sealer that is effective in retarding the transmission of moisture at cross-grain cuts and is compatible with indicated finish.
- E. Penetrating Sealer: Manufacturer's standard, transparent, penetrating wood sealer that is compatible with indicated finish.

### 2.2 PRESERVATIVE TREATMENT

A. Pressure treat timber with waterborne preservative according to AWPA C15 requirements for "sawn building poles and posts as structural members."

- 1. Timber that is not in contact with the ground and is continuously protected from liquid water may be treated with inorganic boron (SBX) according to AWPA C31 instead of AWPA C15.
- 2. Treatment with CCA shall include post-treatment fixation process.
- B. Preservative Chemicals: Acceptable to authorities having jurisdiction.
  - 1. Do not use chemicals containing arsenic or chromium.
- C. Use process that includes water-repellent treatment.
- D. Use process that does not include water repellents or other substances that might interfere with application of indicated finishes.
- E. After treatment, redry timber to 19 percent maximum moisture content.
- F. Mark treated timber with treatment quality mark of an inspection agency approved by ALSC's Board of Review.
  - 1. Provide certificates of treatment compliance issued by inspection agency].
- G. Application: Treat items indicated on Drawings and the following:
  - 1. Embedded Posts

### 2.3 TIMBER CONNECTORS

- A. General: Unless otherwise indicated, fabricate from the following materials:
  - 1. Structural-steel shapes, plates, and flat bars complying with ASTM A 36/A 36M.
  - 2. Round steel bars complying with ASTM A 575, Grade M 1020.
  - 3. Hot-rolled steel sheet complying with ASTM A 1011/A 1011M, Structural Steel, Type SS, Grade 33.
- B. Fabricate beam hangers from steel with 0.179-inch (4.6-mm) stirrups and 0.239-inch top plates.
- C. Fabricate strap ties from steel 2-1/2 inches (63 mm) wide by 0.179 inch (4.6 mm)] [3 inches (75 mm) wide by 0.239 inch (6 mm)] thick.
- D. Fabricate tie rods from round steel bars with upset threads connected with forged-steel turnbuckles complying with ASTM A 668/A 668M.
- E. Provide bolts, 3/4 inch unless otherwise indicated, complying with ASTM A 307, Grade A; provide nuts complying with ASTM A 563; and, provide flat washers.
- F. Hot-dip galvanize steel assemblies and fasteners after fabrication to comply with ASTM A 123/A 123M or ASTM A 153/A 153M.

### 2.4 FABRICATION

- A. Camber: Fabricate horizontal members and inclined members with a slope of less than 1:1, with natural convex bow (crown) up, to provide camber.
- B. Shop fabricate members by cutting and restoring exposed surfaces to match specified surfacing. Finish exposed surfaces to remove planing or surfacing marks, and to provide a finish equivalent to that produced by machine sanding with No. 120 grit sandpaper.
- C. Predrill for fasteners and assembly of units.
- D. Where preservative-treated members are indicated, fabricate (cut, drill, surface, and sand) before treatment to greatest extent possible. Where fabrication must be done after treatment, apply a field-treatment preservative to comply with AWPA M4.
  - 1. Use inorganic boron (SBX) treatment for members not in contact with the ground and continuously protected from liquid water.
  - 2. Use copper naphthenate treatment for members in contact with the ground or not continuously protected from liquid water.
- E. Coat crosscuts with end sealer.
- F. Seal Coat: After fabricating and surfacing each unit, apply a saturation coat of penetrating sealer on surfaces of each unit except for treated wood where the treatment included a water repellent.

### PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. General: Erect heavy timber construction true and plumb. Provide temporary bracing to maintain lines and levels until permanent supporting members are in place.
  - 1. Install heavy timber construction to comply with Shop Drawings.
  - 2. Install horizontal and sloping members with crown edge up and provide not less than 4 inches (102 mm) of bearing on supports. Provide continuous members unless otherwise indicated; tie together over supports if not continuous.
  - 3. Handle and temporarily support heavy timber construction to prevent surface damage, compression, and other effects that might interfere with indicated finish.
- B. Cutting: Avoid extra cutting after fabrication. Where field fitting is unavoidable, comply with requirements for shop fabrication.
- C. Fit members by cutting and restoring exposed surfaces to match specified surfacing. Predrill for fasteners and assembly of units.
  - 1. Finish exposed surfaces to remove planing or surfacing marks, and to provide a finish equivalent to that produced by machine sanding with No. 120 grit sandpaper.
  - 2. Coat crosscuts with end sealer.

- 3. Where preservative-treated members must be cut during erection, apply a field-treatment preservative to comply with AWPA M4.
  - a. Use copper naphthenate treatment for members in contact with the ground or not continuously protected from liquid water.
- D. Install timber connectors as indicated.
  - 1. Unless otherwise indicated, install bolts with same orientation within each connection and in similar connections.
  - 2. Install bolts with orientation as indicated or, if not indicated, as directed by Architect.

### 3.2 ADJUSTING

A. Repair damaged surfaces and finishes after completing erection. Replace damaged heavy timber construction if repairs are not approved by Architect.

### SECTION 061500 WOOD DECKING

### PART 1 - GENERAL

### 1.1 SUMMARY

A. Section Includes:

1.Glued laminated wood roof decking.

- B. Related Sections:
  - 1. Division 06 Section "Rough Carpentry" for dimension lumber items associated with wood decking.
  - 2. 2. Division 06 Section "Exterior Rough Carpentry" for wood decking for elevated decks.

### 1.2 SUBMITTALS

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

1.4<u>1.3</u> DELIVERY, STORAGE, AND HANDLING

A. Schedule delivery of wood decking to avoid extended on-site storage and to avoid delaying the Work.

PART 2 - PRODUCTS

- 2.1 WOOD DECKING, GENERAL
  - A. General: Comply with DOC PS 20 and with applicable grading rules of inspection agencies certified by ALSC's Board of Review.
  - B. Moisture Content: Provide wood decking with 19 percent maximum moisture content at time of dressing.
  - C. 2.3 GLUED-LAMINATED WOOD DECKING
  - D. A.Face Species: Douglas fir-larch or Douglas fir-larch Southern pine
  - E. B.Decking Nominal Size: 2x6 (2 <sup>1</sup>/<sub>4</sub> x5 <sup>1</sup>/<sub>2</sub> Actual).
  - F. C. Face Grade: Decorative: Sound knots and natural characteristics are allowed. Face knot holes, stain, end slits, skip, roller split, and planer burn are not allowed.
  - G. D. Face Surface and Edge Pattern: Vee grooved.

### SECTION 061500 WOOD DECKING

- H. E.Laminating Adhesive: Wet-use type complying with ASTM D 2559 that contains no urea-formaldehyde.
- 2.2 ACCESSORY MATERIALS
  - A. Fastener Material: Hot-dip galvanized steel.
  - B. Sealant: Latex sealant compatible with substrates.

## PART 3 - EXECUTION

- 3.1 INSTALLATION
  - A. Install laminated wood decking to comply with manufacturer's written instructions.
    - 1. Locate end joints for controlled random lay-up.
    - 2. Nail each course of glued-laminated wood decking at each support with one nail slant nailed above the tongue and one nail straight nailed through the face.
    - 3. a. Use 12d nails for 2x6 and 2x8 decking.
    - 4. Slant nail each course of glued-laminated wood decking to the tongue of the adjacent course at 30 inches o.c. and within 12 inches of the end of each unit. Stagger nailing in adjacent courses 15 inches.
    - 5. a. Use 6d nails for 2x6 and 2x8 decking.
      - a. Use 8d nails for 3x6 and 3x8 decking.
  - B. Provide temporary waterproof covering as the Work progresses to protect roof decking until roofing is applied.

### PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. This Section includes the following:
  - 1. Wood roof trusses.
  - 2. Wood truss bracing.
  - 3. Metal truss accessories.

#### 1.3 DEFINITIONS

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

#### 1.4 PERFORMANCE REQUIREMENTS

- A. Structural Performance: Provide metal-plate-connected wood trusses capable of withstanding design loads within limits and under conditions indicated. Comply with requirements in TPI 1 unless more stringent requirements are specified below.
  - 1. Design Loads: As indicated.
  - 2. Maximum Deflection Under Design Loads:
    - a. Roof Trusses: Vertical deflection of 1/240 of span.

### 1.5 SUBMITTALS

A. Shop Drawings: Prepared by or under the supervision of a qualified professional engineer. Show fabrication and installation details for trusses.

- 1. Show location, pitch, span, camber, configuration, and spacing for each type of truss required.
- 2. Indicate sizes, stress grades, and species of lumber.
- 3. Indicate locations of permanent bracing required to prevent buckling of individual truss members due to design loads.
- 4. Indicate type, size, material, finish, design values, orientation, and location of metal connector plates.
- 5. Show splice details and bearing details.
- 6. For installed products indicated to comply with design loads, include structural analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

### 1.6 QUALITY ASSURANCE

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

### 1.7 DELIVERY, STORAGE, AND HANDLING

- A. Handle and store trusses to comply with recommendations of TPI HIB, "Commentary and Recommendations for Handling, Installing & Bracing Metal Plate Connected Wood Trusses."
  - 1. Store trusses flat, off of ground, and adequately supported to prevent lateral bending.
  - 2. Protect trusses from weather by covering with waterproof sheeting, securely anchored.
  - 3. Provide for air circulation around stacks and under coverings.

B. Inspect trusses showing discoloration, corrosion, or other evidence of deterioration. Discard and replace trusses that are damaged or defective.

### 1.8 COORDINATION

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

### PART 2 - PRODUCTS

### 2.1 DIMENSION LUMBER

- A. Lumber: DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, provide lumber that complies with the applicable rules of any rules writing agency certified by the ALSC Board of Review. Provide lumber graded by an agency certified by the ALSC Board of Review to inspect and grade lumber under the rules indicated.
  - 1. Factory mark each piece of lumber with grade stamp of grading agency.
  - 2. For exposed lumber indicated to receive a stained or natural finish, omit grade stamp and provide certificates of grade compliance issued by grading agency.
  - 3. Provide dressed lumber, S4S.
  - 4. Provide dry lumber with 19 percent maximum moisture content at time of dressing.
- B. Grade and Species: For truss chord and web members, provide dimension lumber of any species, graded visually or mechanically, and capable of supporting required loads without exceeding allowable design values according to AF&PA's "National Design Specifications for Wood Construction" and its "Supplement."
- C. Grade and Species: Provide visually graded dimension lumber for truss chord and web members, of not less than the following grade and the following species:
  - 1. Grade for Chord Members: No. 2.
  - 2. Grade for Web Members: No. 2 Select one or more of nine subparagraphs below to suit Project. Species groups are listed in order of decreasing strength (extreme fiber in bending).
- D. Minimum Chord Size For Roof Trusses: 2x10 for top Chord; 2 by 6 inches nominal for bottom chords.
- E. Permanent Bracing: Provide wood bracing that complies with requirements for miscellaneous lumber in Division 06 Section Rough Carpentry.

### 2.2 METAL CONNECTOR PLATES

A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - 1. Alpine Engineered Products, Inc.
  - 2. Cherokee Metal Products, Inc.; Masengill Machinery Company.
  - 3. CompuTrus, Inc.
  - 4. Eagle Metal Products.
  - 5. Jager Building Systems, Inc.
  - 6. MiTek Industries, Inc.; a subsidiary of Berkshire Hathaway Inc.
  - 7. Robbins Engineering, Inc.
  - 8. TEE-LOK Corporation; a subsidiary of Berkshire Hathaway Inc.
  - 9. Truswal Systems Corporation.
- C. General: Fabricate connector plates to comply with TPI 1.
- D. Hot-Dip Galvanized Steel Sheet: ASTM A 653/A 653M; Structural Steel (SS), high-strength low-alloy steel Type A (HSLAS Type A), or high-strength low-alloy steel Type B (HSLAS Type B); G60 coating designation; and not less than 0.036 inch (0.9 mm) thick.
  - 1. Use for interior locations where stainless steel is not indicated.

### 2.3 FASTENERS

- A. General: Provide fasteners of size and type indicated that comply with requirements specified in this Article for material and manufacture.
  - 1. Where trusses are exposed to weather, in ground contact, made from pressurepreservative treated wood, or in area of high relative humidity, provide fasteners with hot-dip zinc coating complying with ASTM A 153/A 153M.
- B. Nails, Brads, and Staples: ASTM F 1667.
- C. Power-Driven Fasteners: NES NER-272.
- D. Wood Screws: ASME B18.6.1.
- E. Lag Bolts: ASME B18.2.1
- F. Bolts: Steel bolts complying with ASTM A 307, Grade A; with ASTM A 563 hex nuts and, where indicated, flat washers.

### 2.4 METAL TRUSS ACCESSORIES

- A. Basis-of-Design Products: Subject to compliance with requirements, provide products indicated on Drawings or comparable products by one of the following:
  - 1. Cleveland Steel Specialty Co.
  - 2. Harlen Metal Products, Inc.
  - 3. KC Metals Products, Inc.
  - 4. Simpson Strong-Tie Co., Inc.

- 5. Southeastern Metals Manufacturing Co., Inc.
- 6. USP Structural Connectors.
- B. Galvanized Steel Sheet: Hot-dip, zinc-coated steel sheet complying with ASTM A 653/A 653M, G60 coating designation.
  - 1. Use for interior locations where stainless steel is not indicated.

### 2.5 MISCELLANEOUS MATERIALS

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

### 2.6 FABRICATION

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

### PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. Install wood trusses only after supporting construction is in place and is braced and secured.
- B. If trusses are delivered to Project site in more than one piece, assemble trusses before installing.
- C. Hoist trusses in place by lifting equipment suited to sizes and types of trusses required, exercising care not to damage truss members or joints by out-of-plane bending or other causes.
- D. Install and brace trusses according to TPI recommendations and as indicated.
- E. Install trusses plumb, square, and true to line and securely fasten to supporting construction.
- F. Space trusses as indicated; adjust and align trusses in location before permanently fastening.

### SHOP-FABRICATED WOOD TRUSSES

- G. Anchor trusses securely at bearing points; use metal truss tie-downs or floor truss hangers as applicable. Install fasteners through each fastener hole in truss accessories according to manufacturer's fastening schedules and written instructions.
- H. Securely connect each truss ply required for forming built-up girder trusses.
  - 1. Anchor trusses to girder trusses as indicated.
- I. Install and fasten permanent bracing during truss erection and before construction loads are applied. Anchor ends of permanent bracing where terminating at walls or beams.
  - 1. Install bracing to comply with Division 06 Section Rough Carpentry. Retain subparagraph below if floor trusses are required.
- J. Install wood trusses within installation tolerances in TPI 1.
- K. Do not cut or remove truss members.
- L. Replace wood trusses that are damaged or do not meet requirements.
  - 1. Do not alter trusses in field.

### 3.2 REPAIRS AND PROTECTION

- A. Protect wood that has been treated with inorganic boron (SBX) from weather. If, despite protection, inorganic boron-treated wood becomes wet, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.
- B. Protect rough carpentry from weather. If, despite protection, rough carpentry becomes wet, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.
- C. Repair damaged galvanized coatings on exposed surfaces with galvanized repair paint according to ASTM A 780 and manufacturer's written instructions.

# SECTION 07 4113

### METAL ROOF PANELS

### PART 1 GENERAL

#### 1.01 SECTION INCLUDES

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

#### 1.02 REFERENCE STANDARDS

- A. ASTM A653/A653M Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2015.
- B. ASTM D1970/D1970M Standard Specification for Self-Adhering Polymer Modified Bituminous Sheet Materials Used as Steep Roofing Underlayment for Ice Dam Protection; 2013.
- C. ASTM E96/E96M Standard Test Methods for Water Vapor Transmission of Materials; 2014.
- D. ICC-ES AC188 Acceptance Criteria for Roof Underlayments; 2012.

### 1.03 SUBMITTALS

- A. See Section 01 3000 Administrative Requirements, for submittal procedures.
- B. Product Data: Manufacturer's data sheets on each product to be used, including:
  - 1. Storage and handling requirements and recommendations.
    - 2. Installation methods.
    - 3. Specimen warranty.
- C. Shop Drawings: Include layouts of roof panels, details of edge and penetration conditions, spacing and type of connections, flashings, underlayments, and special conditions.
  - 1. Show work to be field-fabricated or field-assembled.
- D. Selection Samples: For each roofing system specified, submit color chips representing manufacturer's full range of available colors and patterns.
- E. Warranty: Submit specified manufacturer's warranty and ensure that forms have been completed in Owner's name and are registered with manufacturer.

#### 1.04 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in the manufacture of roofing systems similar to those required for this project.
  - 1. Not less than 5 years of documented experience.
- B. Installer Qualifications: Company trained and authorized by roofing system manufacturer.

### 1.05 DELIVERY, STORAGE, AND HANDLING

- A. Provide strippable plastic protection on prefinished roofing panels for removal after installation.
- B. Store roofing panels on project site as recommended by manufacturer to minimize damage to panels prior to installation.

### 1.06 WARRANTY

- A. See Section 01 7800 Closeout Submittals, for additional warranty requirements.
- B. Finish Warranty: Provide manufacturer's special warranty covering failure of factory-applied exterior finish on metal roof panels and agreeing to repair or replace panels that show evidence of finish degradation, including significant fading, chalking, cracking, or peeling within specified warranty period of 10 year period from date of Substantial Completion.

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C. Waterproofing Warranty: Provide manufacturer's warranty for weathertightness of roofing system, including agreement to repair or replace roofing that fails to keep out water within specified warranty period of 10 years from date of Substantial Completion.

# PART 2 PRODUCTS

## 2.01 MANUFACTURERS

- A. Design is based on Snap Clad 16", manufactured by Peterson.
- B. Substitutions: See Section 01 6000 Product Requirements.

## 2.02 ARCHITECTURAL METAL ROOF PANELS

- A. Architectural Metal Roofing: Provide complete engineered system complying with specified requirements and capable of remaining weathertight while withstanding anticipated movement of substrate and thermally induced movement of roofing system.
- B. Metal Panels: Factory-formed panels with factory-applied finish.
  - 1. Steel Panels:
    - a. Zinc-coated steel conforming to ASTM A653/A653M; minimum G60 galvanizing.
    - b. Steel Thickness: Minimum 24 gage (0.024 inch).
  - 2. Profile: Standing seam, with minimum 1.5 inch seam height; concealed fastener system lapped seam in standing seam profile.
  - 3. Texture: Smooth, with intermediate ribs for added stiffness.
  - 4. Length: Full length of roof slope, without lapped horizontal joints.
  - 5. Width: Maximum panel coverage of 16 inches.

### 2.03 ATTACHMENT SYSTEM

A. Concealed System: Provide manufacturer's standard stainless steel or nylon-coated aluminum concealed anchor clips designed for specific roofing system and engineered to meet performance requirements, including anticipated thermal movement.

# 2.04 PANEL FINISH

A. Fluoropolymer Coating System: Manufacturer's standard multi-coat thermocured coating system, including minimum 70 percent fluoropolymer color topcoat with minimum total dry film thickness of 0.9 mil; color and gloss to match sample.

#### 2.05 ACCESSORIES AND MISCELLANEOUS ITEMS

- A. Miscellaneous Sheet Metal Items: Provide flashings, gutters, downspouts, trim, moldings, closure strips, and caps of the same material, thickness, and finish as used for the roofing panels. Items completely concealed after installation may optionally be made of stainless steel.
   1. Downspouts: rectangular profile.
- B. Rib and Ridge Closures: Provide prefabricated, close-fitting components of steel with corrosion resistant finish or combination steel and closed-cell foam.
- C. Sealants:
  - 1. Exposed Sealant: Elastomeric; silicone, polyurethane, or silyl-terminated polyether/polyurethane.
  - 2. Concealed Sealant: Non-curing butyl sealant or tape sealant.
- D. Underlayment: Self-adhering rubber-modified asphalt sheet complying with ASTM D1970/D1970M; 22 mil total thickness; with strippable release film and woven polypropylene sheet top surface.
  - 1. Minimum Requirements: Comply with requirements of ICC-ES AC188 for non-self-adhesive sheet.
  - 2. Sheet Thickness: 22 mil (0.022 inch) minimum total thickness.
  - 3. Self Sealability: Passing nail sealability test specified in ASTM D1970/D1970M.
  - 4. Low Temperature Flexibility: Passing test specified in ASTM D1970/D1970M.
  - 5. Water Vapor Permeance: 0.067 perm, maximum, when tested in accordance with ASTM E96/E96M Procedure A (desiccant method).

### 2.06 FABRICATION

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

#### PART 3 EXECUTION

#### 3.01 EXAMINATION

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

# 3.02 PREPARATION

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

### 3.03 INSTALLATION

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

#### 3.04 CLEANING

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

#### 3.05 PROTECTION

- A. Do not permit storage of materials or roof traffic on installed roof panels. Provide temporary walkways or planks as necessary to avoid damage to completed work. Protect roofing until completion of project.
- B. Touch-up, repair, or replace damaged roof panels or accessories before the Date of Substantial Completion.

# SECTION 09 9000 PAINTING AND COATING

# PART 1 GENERAL

### **1.01 SECTION INCLUDES**

- A. Surface preparation.
- B. Field application of stains.
- C. Scope: Finish all interior and exterior surfaces exposed to view, unless fully factory-finished and unless otherwise indicated.
- D. Do Not Paint or Finish the Following Items:
  - 1. Items fully factory-finished unless specifically so indicated; materials and products having factory-applied primers are not considered factory finished.
  - 2. Items indicated to receive other finishes.
  - 3. Items indicated to remain unfinished.
  - 4. Non-metallic roofing and flashing.
  - 5. Acoustical materials, unless specifically so indicated.
  - 6. Concealed pipes, ducts, and conduits.

### 1.02 REFERENCE STANDARDS

A. ASTM D4442 - Standard Test Methods for Direct Moisture Content Measurement of Wood and Wood-Base Materials; 2007.

### 1.03 SUBMITTALS

- A. See Section 01 3000 Administrative Requirements, for submittal procedures.
- B. Product Data: Provide complete list of all products to be used, with the following information for each:
  - 1. Manufacturer's name, product name and/or catalog number, and general product category (e.g. "alkyd enamel").
  - 2. MPI product number (e.g. MPI #47).
  - 3. Cross-reference to specified paint system(s) product is to be used in; include description of each system.
  - 4. Manufacturer's installation instructions.
  - 5. If proposal of substitutions is allowed under submittal procedures, explanation of all substitutions proposed.
- C. Samples: Submit three paper "draw down" samples, 8-1/2 by 11 inches in size, illustrating range of colors available for each finishing product specified.
  - 1. Where sheen is specified, submit samples in only that sheen.
- D. Samples: Submit two paper chip samples, 8.5x11 inch in size illustrating range of colors and textures available for each surface finishing product scheduled.
- E. Samples: Submit two painted samples, illustrating selected colors for each color and system selected . Submit on actual wood used, 12x8 inch in size.
- F. Manufacturer's Instructions: Indicate special surface preparation procedures.

# 1.04 MOCK-UP

- A. See Section 01 4000 Quality Requirements, for general requirements for mock-up.
- B. Locate where directed.
- C. Mock-up may remain as part of the work.

# 1.05 DELIVERY, STORAGE, AND HANDLING

A. Deliver products to site in sealed and labeled containers; inspect to verify acceptability.

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

### 1.06 FIELD CONDITIONS

- A. Do not apply materials when surface and ambient temperatures are outside the temperature ranges required by the paint product manufacturer.
- B. Follow manufacturer's recommended procedures for producing best results, including testing of substrates, moisture in substrates, and humidity and temperature limitations.
- C. Do not apply exterior coatings during rain or snow, or when relative humidity is outside the humidity ranges required by the paint product manufacturer.
- D. Provide lighting level of 80 ft candles measured mid-height at substrate surface.

# PART 2 PRODUCTS

# 2.01 MANUFACTURERS

- A. Provide all paint and coating products used in any individual system from the same manufacturer; no exceptions.
- B. Provide all paint and coating products from the same manufacturer to the greatest extent possible.
  - 1. In the event that a single manufacturer cannot provide all specified products, minor exceptions will be permitted provided approval by Architect is obtained using the specified procedures for substitutions.
- C. Paints:
  - 1. Behr Process Corporation: www.behr.com.
  - 2. Diamond Vogel Paints: www.diamondvogel.com.
  - 3. Duron, Inc: www.duron.com.
  - 4. Glidden Professional, a product of PPG Architectural Coatings: www.gliddenprofessional.com.
  - 5. Benjamin Moore & Co: www.benjaminmoore.com.
  - 6. PPG Architectural Finishes, Inc: www.ppgaf.com.
  - 7. Pratt & Lambert Paints: www.prattandlambert.com.
  - 8. Sherwin-Williams Company: www.sherwin-williams.com.
- D. Stains:
  - 1. Behr Process Corporation: www.behr.com.
  - 2. Sherwin-Williams Company: www.sherwin-williams.com.
- E. Substitutions: See Section 01 6000 Product Requirements.

# 2.02 PAINTS AND COATINGS - GENERAL

- A. Paints and Coatings: Ready mixed, unless intended to be a field-catalyzed coating.
  - 1. Provide paints and coatings of a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating, with good flow and brushing properties, and capable of drying or curing free of streaks or sags.
  - 2. Provide materials that are compatible with one another and the substrates indicated under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.
  - 3. For opaque finishes, tint each coat including primer coat and intermediate coats, one-half shade lighter than succeeding coat, with final finish coat as base color.
  - 4. Supply each coating material in quantity required to complete entire project's work from a single production run.

- 5. Do not reduce, thin, or dilute coatings or add materials to coatings unless such procedure is specifically described in manufacturer's product instructions.
- B. Primers: As follows unless other primer is required or recommended by manufacturer of top coats; where the manufacturer offers options on primers for a particular substrate, use primer categorized as "best" by the manufacturer.
- C. Colors: To be selected from manufacturer's full range of available colors.
  - 1. Selection to be made by Architect after award of contract.
  - 2. Allow for minimum of three colors for each system, unless otherwise indicated, without additional cost to Owner.
  - 3. Extend colors to surface edges; colors may change at any edge as directed by Architect.

### 2.03 PAINT SYSTEMS - EXTERIOR

- A. All Exterior Surfaces Indicated to be Painted, Unless Otherwise Indicated: Including primed wood.
  - 1. Preparation as specified by manufacturer.
  - 2. Two top coats and one coat primer recommended by manufacturer.
  - 3. Top Coat Product(s):
    - a. Behr Marquee Exterior Semi-Gloss Enamel [No. 5450].
- B. Stain on Wood, Unless Otherwise Indicated:
  - 1. 2 coats stain.
  - 2. Stain: Exterior Semi-Transparent Stain for Wood, Water Based.
  - 3. Stain Product(s):
    - a. Behr Premium Semi-Transparent Weatherproofing Wood Stain No. 5077 Tint Base.
- C. Wood, Opaque, Latex, 3 Coat:
  - 1. One coat of latex primer sealer.
  - 2. Semi-gloss: Two coats of latex enamel.

#### 2.04 ACCESSORY MATERIALS

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

# PART 3 EXECUTION

# 3.01 EXAMINATION

- A. Do not begin application of coatings until substrates have been properly prepared.
- B. Verify that surfaces are ready to receive work as instructed by the product manufacturer.
- C. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially affect proper application.
- D. Test shop-applied primer for compatibility with subsequent cover materials.
- E. Measure moisture content of surfaces using an electronic moisture meter. Do not apply finishes unless moisture content of surfaces are below the following maximums:
  - 1. Exterior Wood: 15 percent, measured in accordance with ASTM D4442.

### 3.02 PREPARATION

- A. Clean surfaces thoroughly and correct defects prior to coating application.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- C. Remove or mask surface appurtenances, including electrical plates, hardware, light fixture trim, escutcheons, and fittings, prior to preparing surfaces or finishing.

- D. Seal surfaces that might cause bleed through or staining of topcoat.
- E. Remove mildew from impervious surfaces by scrubbing with solution of tetra-sodium phosphate and bleach. Rinse with clean water and allow surface to dry.
- F. Exterior Wood Surfaces to Receive Opaque Finish: Remove dust, grit, and foreign matter. Seal knots, pitch streaks, and sappy sections. Fill nail holes with tinted exterior calking compound after prime coat has been applied. Back prime concealed surfaces before installation.
- G. Exterior Wood to Receive Transparent Finish: Remove dust, grit, and foreign matter; seal knots, pitch streaks, and sappy sections with sealer. Fill nail holes with tinted exterior calking compound after sealer has been applied. Prime concealed surfaces.

### 3.03 APPLICATION

- A. Exterior Wood to Receive Opaque Finish: If final painting must be delayed more than 2 weeks after installation of woodwork, apply primer within 2 weeks and final coating within 4 weeks.
- B. Apply products in accordance with manufacturer's instructions.
- C. Do not apply finishes to surfaces that are not dry. Allow applied coats to dry before next coat is applied.
- D. Apply each coat to uniform appearance.
- E. Sand wood and metal surfaces lightly between coats to achieve required finish.
- F. Vacuum clean surfaces of loose particles. Use tack cloth to remove dust and particles just prior to applying next coat.
- G. Wood to Receive Transparent Finishes: Tint fillers to match wood. Work fillers into the grain before set. Wipe excess from surface.
- H. Reinstall electrical cover plates, hardware, light fixture trim, escutcheons, and fittings removed prior to finishing.

# 3.04 CLEANING

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

# 3.05 PROTECTION

- A. Protect finished coatings until completion of project.
- B. Touch-up damaged coatings after Substantial Completion.

# **SECTION 26 0500**

### **GENERAL ELECTRICAL REQUIREMENTS**

# PART 1 GENERAL

### **1.01 SECTION INCLUDES**

- A. Work included in these specifications and included on the drawings shall include furnishing all labor, materials, supplies, and equipment to perform all work required including cutting, channeling, chasing, excavating and backfilling, demolition (if any) to install a complete and working electrical system(s) in accordance with these sections of the specifications and the accompanying drawings. This shall include all required preparation work, demolition, raceways, coordination, etc. required to install the electrical system.
- B. It is recognized that separate subcontracts may be instituted by the General Contractor or the Division 26 Contractor with other contractors and/or suppliers. It is the responsibility of the Division 26 Contractor to completely inform, coordinate and advise those subs as to all of the other requirements, conditions and information associated with providing and installing the total job.
- C. The electrical work shall include, but in no way be limited to the following:
  - 1. Raceways Systems
    - a. Power
    - b. Lighting
  - 2. Lighting Systems
  - a. Exterior
  - 3. Power Systems
    - a. Exterior
  - 4. Wiring Devices

### 1.02 RELATED SECTIONS

A. Drawings and specifications including General Conditions, Supplementary Conditions and Division 01 specification sections, apply to work of this and all sections in Division 26. Division 26 General Provisions described in this section apply to all sections of Division 26.

#### 1.03 SPECIFIED MATERIALS:

- A. Throughout the drawings and specifications, equipment and systems have been selected and are referenced by name, manufacturer, model number, etc. These references are not intended to limit competition. Products by other listed manufacturers will be acceptable.
- B. If a listed manufacturer other than the basis of design is used, it is the contractor's responsibility for changes in dimension, structural, electrical changes, etc. required for proper installation, function and final performance.

#### 1.04 REFERENCES

- A. The Contractor is responsible for obtaining all required permits and complying with the current editions, or the editions referenced in the other individual sections of these specifications, of all applicable National (NEC, IBC, NFPA), State, County, and Municipal codes and regulations. This shall include, but not be limited to, the following:
  - 1. NFPA 70 National Electrical Code
  - 2. NFPA National Fire Protection Association
  - 3. Federal Occupational Safety and Health Act (OSHA)
  - 4. NFPA 101 (Life Safety Code);
  - 5. Americans with Disabilities Act (ADA).
  - 6. International Building Code (IBC)
  - 7. International Fire Code
- B. Unless noted otherwise, the contractor shall comply with the latest edition and update of any and all codes and standards.

- C. Compliance with Underwriters Laboratories: All products installed under the contract shall have the Underwriters Laboratories (UL) label where such marking is available. Products which are not UL labeled will not be acceptable if labeled products are available from another approved manufacturer.
- D. The above listed requirements are required of the electrical contractor by this contract whether these requirements are shown on the drawings, mentioned in the specifications or not.
- E. All work and equipment installed that does not comply with the codes and standards noted above shall be corrected and/or replaced (at engineer's option).
- F. The contractor(s) shall submit all items necessary to obtain all required permits to the appropriate Federal/State/County/City agencies, obtain all required permits, and pay for any and all required fees.

### 1.05 DEFINITIONS

- A. Concealed Embedded in masonry or installed within other building elements including but not necessarily limited to crawl spaces, spaces above ceilings, in walls, in chases, shafts. It shall also include conduit installed in the ground beneath a floor slab. Not visible.
- B. Exposed Installed in such a manner that it can be seen. All exposed materials shall be installed in a neat manner. If in the engineer's opinion the installed materials are not installed in a neat manner, it shall be removed and reinstalled to the satisfaction of the engineer.
- C. Furnish When used in the Division 26 plans and/or specifications the word "furnish" shall mean to purchase a piece of equipment or material and to have said equipment/material transported to the project site (or other location if so directed). All items to be furnished shall include any and all mounting hardware, support, and accessory required for installation and proper operation. Unless otherwise noted, when a piece of equipment or material is to be furnished by the contractor, it shall also be installed.
- D. Provide When used in the Division 26 plans and/or specifications the word "provide" shall mean to furnish and install complete and ready for use and to put into operation. Include any and all options, accessories, and mounting/installation hardware required for a complete and operating system or element of the electrical system.
- E. Install When used in the Division 26 plans and/or specifications the word "install" shall mean to unload and transport the equipment/material to the installation point of the job site. Any and all mounting hardware (whether specified or called for by name / model number, or not) shall be included. Perform every operation necessary, including any and all final adjustments, etc. required for proper operation.
- F. Controlled When used in the Division 26 plans and/or specifications, the word "controlled" shall mean to govern delivery of operating voltage or power to equipment or systems by means of, but not limited to, feeders, disconnects, breakers, switches, starters, etc..

# **1.06 COORDINATION OF WORK IN OTHER SECTIONS**

- A. The Division 26 contractor is responsible for including any and all work related to the electrical that is noted in any part of the specifications or any part of the drawings, including Divisions 01, 48 and any other sections.
- B. If any piece of equipment is shown on any part of the drawings ("A" (Architectural) drawings, "M" (Mechanical) drawings, "P" (Plumbing) drawings, or "E" (Electrical) drawings), it is the responsibility of the Division 26 Contractor to furnish and install electrical service as required to that equipment. Do a complete review of all contract documents and include electrical service for all such equipment whether or not it is also shown in Electrical documents. Electrical service shall comply with all requirements of the equipment shop drawings and all codes.
- C. The Division 26 Contractor will supply power to equipment at the voltage indicated on the Division 26 drawings. The Division 26 Contractor and all other contractors will be held responsible for coordinating the equipment voltages, control equipment, wiring, and locations and type of terminations/connections and/or disconnects required to comply with the National

Electrical Code, International Building Code, all local codes, and the equipment manufacturer's requirements. If equipment is furnished to the project at a voltage other than that shown on the Division 26 drawings, the contractor supplying the equipment and all other subcontractors will be held responsible for making any necessary adjustments to correct the conflict, to the satisfaction of the Electrical Engineer.

## 1.07 INTERPRETATION OF THE DRAWINGS AND SPECIFICATIONS (CONTRACT DOCUMENTS):

- A. Refer to the section of the specifications which cover General Conditions, Division 01, and Instructions to bidders. These sections and their requirements are a part of this contract and are binding on this section of the work.
- B. Electrical Drawings are diagrammatic in nature except where specific dimensions, or specific details are shown on the electrical, mechanical, or architectural drawings. The Electrical Contractor shall refer to other drawings for exact locations of equipment, building dimensions, architectural details and conditions affecting the electrical work; however, field measurements take precedence over dimensioned drawings. The Electrical Contractor shall provide all labor and materials and all incidental elements; junction and pull boxes, filters, pull wires, connectors, support materials, fuses, disconnect switches, lamps, and labels, to install, connect, start-up and result in a complete and working system in accordance with the drawings and specifications. Unless noted otherwise on the plans or in these specifications, all final connections are the responsibility of the Division 26 Contractor.
- C. In order to show the electrical work required under this contract on the drawings, it is necessary to utilize symbols and schematic diagrams/details. These symbols and schematic diagrams/details do not have any dimensional significance nor do they delineate every item required for the intended installations. The work shall be installed in accordance with the intent diagrammatically expressed on the drawings, and in conformity with the dimensions indicated on the final architectural and structural working drawings and on equipment shop drawings. No interpretation shall be made from the limitations of symbols and diagrams that any elements necessary for complete work are excluded.
- D. When the details of specific and/or general installation requirements show specific dimensioning and/or positioning requirements of the items to be installed, these dimensions shall be field verified and followed. It is the intent of these details to only establish the general feasibility of the work required. These details in no way delete, reduce, or substitute the requirement of field coordination for the indicated work.
- E. The contractor is responsible for coordinating the installation of all electrical work with the work of other contractors and/or trades. This contractor shall refer to the other drawings (demolition, site, civil, architectural, kitchen, structural, plumbing, mechanical, etc.) to assure that the installed electrical work is installed in a coordinated fashion. Conflicts on installation work due to the lack of proper coordination of this contractor shall result in the work being removed and coordinated and properly reinstalled. Report to the Engineer any and all discrepancies that the contractor(s) find in the field between the electrical drawings and the other drawings.
- F. The installation of any and all equipment/systems is subject to clarification as indicated in the review comments of the Engineer on the shop drawings. The contractor shall be aware that if the equipment of an approved equal manufacturer is to be installed, the equipment, controls, functions, conduit routing, power requirements, etc. may be different. It is the responsibility of the electrical contractor to coordinate the installation requirements of the equipment to be installed with the electrical plans of the specified equipment/systems. If there are any additional equipment, power service, conduit, conductors, controls, etc. required to install the approved equal equipment, these additional requirements shall be furnished and installed.
- G. The electrical drawings are such that the electrical service to equipment furnished and installed under other sections of the contract documents (examples, but not limited to: elevators, kitchen equipment, HVAC equipment, water heaters, fans, pumps, motors, etc) is coordinated for the specified equipment only. If the equipment installed under other divisions of the contract documents is not the specified equipment and is an approved equal to the specified equipment, it is possible that the equipment will require different electrical service/interface than that shown

on the electrical plans for the specified equipment. In this case, it is the responsibility of the approved equal installing contractor / manufacturer to coordinate the electrical service/interface requirements with the electrical contractor. If the electrical service/interface requirements of the substituted equipment are greater than the specified equipment and result in an increased electrical cost, it is the responsibility of the furnishing/installing contractor to pay the electrical contractor for the increase in electrical cost.

H. Submission of a proposal and ultimate acceptance of an agreement or contract for execution of this section of work will be construed as evidence that the Electrical Contractor and each interested Subcontractor and/or vendor has carefully read and accepts all conditions set forth in each Division under specification Divisions titled "Instructions To Bidders" and Division 01, "General Conditions", in so far as such conditions may affect both the bidding for and execution of this section of work.

### 1.08 ELECTRICAL SYSTEMS

A. All electrical systems shown on the plans or specified in the Construction Manual shall have equipment furnished and installed so that the system is a complete and functioning system that complies with the intent of the specifications, whether each and every element of each and every system is specified or not. Any and all equipment, options, and system elements necessary for proper operation shall be furnished and installed, whether specifically called for (specified by name or catalog number) or not.

### 1.09 SPECIAL ELECTRICAL REQUIREMENTS

- A. Provide all wiring, connectors, fittings, connections, and all accessories for the complete installation of, and final connections to, equipment furnished under other divisions of the specifications and where indicated on the electrical drawings or otherwise specified.
- B. The Electrical Contractor shall coordinate with all other contractors the electrical service provided as shown on the electrical plans with respect to voltage, phase, and ampacity. This coordination shall take place before any equipment is ordered and is for the purpose of the contractor providing equipment that requires electrical connection ordering the correct equipment to match the electrical service provided. Any changes in the characteristics of the circuits that serve any electrically operated equipment shall be made.
- C. Make all final connections to all equipment, provided under the electrical contract and equipment provided under other sections, except where noted on the plans to provide "rough-in only". Where connections are to be made by someone other than the Division 26 contractor, coordinate with the equipment supplier to determine the rough-in requirements. In the case where rough-in is installed now but equipment unknown or is to be installed in the future, install outlet box sized for the conductors installed, install conductors and leave 8" of pigtails for each conductor. Tape all conductors, leave a note in the box as to the panel the circuit is connected, and install a cover plate over the outlet box. In the panel that the circuit terminates, do not connect the circuit to a breaker, tag the circuit with information as to the location of the outlet box, and leave enough pigtail in the panel so that connection can be made to any breaker space in the panel.
- D. The Electrical Contractor is hereby alerted that certain features of control, other functions, or systems may be specified in this division by performance, and as such, all elements of wiring or other materials and devices for the complete installation may not be shown on the drawings. The Electrical Contractor shall provide for the final and complete installation of all features called for by drawings or specifications.

# 1.10 DIMENSIONS ON DRAWINGS, IN FIELD, VERIFICATION

- A. The contractor shall be responsible for visiting the site in order to become familiar with existing conditions and coordinating the required work as needed. No increase in contract cost will be considered due to the contractor not being aware of existing conditions.
- B. Do not scale drawings. Confirm all dimensions in the field. Coordinate all installations with shop drawings and other contractors work. Where discrepancies are found on the contract

documents, the contractor shall include in the project cost any and all materials, items and labor required to make any and all changes required to install the work correctly. Where discrepancies are found on the project the contractor shall stop work in that area and contact the engineer.

# 1.11 SUBMITTALS

- A. See Section 01 3000 Administrative Requirements for submittal procedures.
- B. Required submittals are listed with each section of the electrical specifications.

### 1.12 RECORD DRAWINGS

- A. The electrical contractor shall keep a set of construction drawings during the length of the project on which he shall note any and all changes from the original drawings. Of special importance is noting the actual location of all service entrances into the building and where conduit stub outs have been installed. This record set of drawings shall be updated daily. The drawings shall be neat, orderly and marked in a way to be clearly interpreted. The record drawings shall be turned over to the Architect to update drawing files for a final set of drawings for the owners record.
- B. When the submitted information has been deemed satisfactory and all information has been transferred by the architect to the drawing files, they shall be labeled as "RECORD DRAWINGS" and copies turned over to the owner. Only then will final approval and payment be approved.
- C. After the "RECORD DRAWINGS" have been approved by the Engineer, the contractor shall have one set of prints made from the "Record Drawings" and shall wall mount a 4" PVC tube with screw on cap in the main electrical room and place the set of prints in this tube.

### 1.13 QUALITY ASSURANCE

- A. The contractor performing the electrical work shall employ craftsmen who are thoroughly experienced and trained in the installation of electrical systems and general installation coordination. All work shall be done in the highest level of standards for the trade. Any work installed at a level that is less than the highest level of standards for the trade shall be removed and reinstalled in the manner described above.
- B. All equipment shall be installed in compliance with the manufacturer's published installation recommendations and requirements, with any and all required accessories and mounting hardware, and/or as approved by the Engineer. The manufacturer's published installation requirements and recommendations shall become a part of the Owner's Manual (See Paragraph 1.15)

### 1.14 OPERATING AND MAINTENANCE MANUALS:

- A. The Manuals generally include all project submittals updated to reflect actually installed conditions; operating instructions; maintenance schedules; training material; warranty and bonds; and contact information for sales, warranty and service of equipment. Refer to Division 01 of the specifications for complete requirements.
- B. Provide manuals for each product or system.

# 1.15 DELIVERY, STORAGE, AND PROTECTION

- A. Where equipment is purchased by the electrical contractor to be installed in conformance with the contract documents, the contractor shall follow the following procedure as it relates to delivery, storage, and installation:
  - 1. Coordinate any and all information with any and all contractors who are to do work to accommodate the division 26 equipment/work.
  - 2. Coordinate delivery of equipment.
  - 3. Unload the equipment from delivery trucks.
  - 4. Inspect equipment for damage. Report damage immediately and arrange for the equipment to be repaired or replaced. No claims for time extensions or additional work

related to the damage will be accepted if not made within ten days of the delivery of the equipment.

- 5. Inspect the equipment to assure correct make, model number, voltage, etc.
- 6. Provide for safe handling and field storage up to the time of permanent placement in the project.
- 7. Provide for any and all field assembly and internal connection as may be necessary for proper operation.
- 8. Install in place including any and all required mounting supports, connectors, fittings, connections, and accessories required for complete system operation.

# 1.16 MANUFACTURER'S FIELD SERVICES:

- A. Provide manufacturers field services where required under the specific sections of the Project Manual using authorized and trained manufactures representatives of the equipment or systems in question. The field services shall include the following as a minimum:
  - 1. Inspect the installation to verify that the installation meets or exceeds all manufacturer's requirements and recommendations for proper operation.
  - 2. Start/energize the equipment and verify that the equipment/system is operating and functioning as required by these specifications and the manufacturer's requirements.
  - 3. Provide written certification that field services have been performed and that equipment/system is operating and functioning as required by these specifications and the manufacturer's requirements. Submit the certification as part of the closeout documents.
- B. Refer to specific sections of the Project Manual and provide all field service requirements listed in addition to these general requirements.

## 1.17 WARRANTY

- A. All work, equipment, and materials shall be new and without defects or blemishes, and guaranteed to be free from defects for a period of one (1) year after the final date of project acceptance as defined by the Architect (NOT THE DATE OF INSTALLATION OR START-UP). All installation and installation materials shall also be guaranteed for the one (1) year period. This shall cover such items as equipment pads, supports, leaks from around equipment installation, etc and is intended to cover everything installed or provided under this division of the contract.
- B. Manufactured pieces of equipment shall have their guarantee also backed by the equipment manufacturer.
- C. During the guarantee period there shall be no charge to the Owner for items and work done under the guarantee clause (Service calls). This shall apply to replacement equipment, equipment shipping charges, mileage, labor, all taxes, etc.
- D. Refer to the other sections of the Project Manual for warranty requirements that may exceed these general requirements and follow those requirements for the equipment, devices, materials or systems in question.
- E. See Section 01 7000 Execution and Closeout Requirements, for additional warranty requirements.

### PART 2 PRODUCTS

### 2.01 GENERAL:

- A. All products shall be of new manufacturer (unless the plans and/or other sections of this specification call for existing or other identified products to be used), age of less than one year, and the latest model of a manufacturer. A new product shall not be used if the manufacturer has introduced a product as a replacement. All materials and apparatus for the work shall be furnished, delivered, erected, connected and finished in every detail, and shall be so selected and arranged as to fit into the building spaces in compliance with all code requirements.
- B. All equipment that is provided by the contractor, subcontractors, or specialty subcontractor (fire alarm, etc) to be installed at the project site, shall be purchased, installed and maintained by the

local (to the project site) authorized, licensed, factory distributor/installer/supplier. The contractor shall include with the submittals, verification in writing from the manufacturer, that the supplier and/or distributor is a factory authorized and licensed by the manufacturer to provide, install, and maintain (throughout the entire length of the warranty period) the equipment. THERE SHALL BE NO EXCEPTIONS TO THIS REQUIREMENT.

- C. By providing equipment to the project, a manufacturer guarantees to provide replacement parts for the equipment for a period of five (5) years, even if the item provided goes out of manufacture.
- D. Manufacturer's catalog numbers listed are not necessarily complete and are for general identification only. It is the responsibility of the Contractor to provide complete catalog numbers and to provide all accessories for installation as implied by the accompanying description of the equipment, material or device, the demonstrated use on the drawings, and the specifications contained herein. Products provided shall be a standard product which has a history of successful installation and operation for a minimum period of two years. Prototype or custom made equipment is not acceptable unless so specified herein.
- E. Manufacturer's instructions shall be obtained by the Contractor and used for the installation of all equipment and devices where such manufacturer's instructions are available.
- F. Where a substituted product is used instead of the specified product, the contractor will assume any and all responsibility for the product to fit, function and perform as well as the specified product. The opinion of the engineer will be binding and shall govern all parties as to a substituted product performing as well as the specified product.
- G. Completeness: Provide all boxes, off-sets, bends, raceways, devices, raceway supports, installation brackets and supports, flexible connections, wiring connectors, labels and terminals for the complete installation and operation of all products. Each unit of product shall be assembled and installed and all surfaces shall be clean and free of dents, scratches, and abrasions or marred areas.

# 2.02 IDENTIFICATION

- A. All equipment shall be marked and/or identified so that maintenance crews can locate equipment.
- B. Circuit breakers in distribution panels (panels with hinged doors) shall be labeled by means of a typed circuit breaker directory. For all breakers serving lighting, receptacle, and HVAC circuits, the contractor shall include on the panel schedule by the breaker number the room number(s) served by the circuit. The room number(s) shall be the same number(s) as the room number(s) on the door, not the space number as shown on the plans.
- C. Wire and cable identification shall be made so that all wire and cable can be identified by means of color coding as noted in Section 26 0553. Wiring marker for use in wire and terminal identification shall be white cloth backed with a rubber based, pressure sensitive adhesive labels. Each wire or cable in a feeder at its terminal points, and in each pull-box, junction box, and panel gutter through which it passes shall be identified. Where two or more feeders enter or leave a device or enclosure, the cable shall be tagged to indicate destination of cable run. Each common wire, common circuit or common loop of a system, fire alarm, sound system, or TV system, shall be identified.
- D. Where used with an empty raceway for wires of a future system, each box or cabinet shall be identified on the inside by means of indelible markings indicating the system for which it is installed. Label any junction box, which includes wiring, with indelible markings on the outside showing system and voltage.

# PART 3 EXECUTION

# 3.01 GENERAL

A. Before any work is started, the electrical contractor shall coordinate the work of other contractors that will affect the work of the electrical contractor. The electrical contractor shall

inspect the work of all other trades to determine if the other work is ready for the electrical contractor to start his work.

- B. Any and all electrical installations shall be coordinated with other trades, contractors and the Owner.
- C. The contractor shall make himself familiar with existing conditions, site information, etc. so that conflicts are avoided.
- D. All work shall be installed per all applicable code, rules, regulations, shop drawings and manufacturer's installation recommendations.
- E. The electrical contractor shall be responsible for returning to original, pre-construction condition, any paved areas, sidewalks, planting, walls, and other areas disturbed during electrical installation work.
- F. The electrical equipment shall be installed as close as possible to the location as shown on the plans. If during the installation, it is required to install equipment in locations other than the one shown on the plans, the contractor shall make a sketch of the proposed changes, submit it to the Engineer, and after the Engineer has given approval, then proceed with the installation.
- G. Working spaces and clearances shall not be less than the required minimums in the National Electric Code (NEC).

# 3.02 EXAMINATION

- A. The Electrical Contractor is responsible for visiting and examining the site to determine those portions of the site or present buildings affected by this work so as to become familiar with existing conditions and difficulties that will attend the execution of the work, before submitting proposals.
- B. Submission of a proposal will be considered as evidence that such examination has been made and later claims for labor, equipment, or materials because of difficulties encountered, which could have been foreseen had such examination been made, will not be recognized.

#### 3.03 ADDITIONS RENOVATIONS AND REMODELING

- A. All electrical work shall be coordinated and phased so as to assure electrical service to any other buildings or parts of buildings that require use during construction.
- B. All existing electrical system elements shall be protected from damage during any and all additions, renovations, and remodeling.
- C. All new electrical equipment and installations shall be installed and connected to existing work or existing electrical system elements in a neat and careful manner. Any existing electrical work or system elements that are disturbed or damaged shall be replaced or repaired to the pre-construction condition.

# 3.04 OPENINGS, CUTTING AND PATCHING:

- A. Contractor shall arrange for openings in the building structure or components to allow for installation of electrical work or transport of electrical equipment as the project progresses.
- B. Any cut portion of the building, wall, sidewalk, paved drives, ceiling, floors, roofs, etc., install any raceway or apparatus or transport equipment, shall be restored in a manner such that the end product complies with the specification for that type of work. Where existing work is cut, restore to the original (pre-construction) condition. The electrical contractor shall be responsible for returning to original, pre-construction condition, any of the above noted areas or other areas disturbed during electrical installation work.
- C. Structural, load bearing, or supporting device shall not be cut without approval in writing from the Architect.

#### 3.05 TRENCHING, EXCAVATING, BACKFILLING, AND RESURFACING:

A. The Electrical Contractor shall review the work to be done on the site with respect to the required trenching, excavating, backfilling, and resurfacing. He shall also review and coordinate the work to be done in the same areas by all other contractors. The Electrical Contractor shall

review and become familiar with pre-construction conditions and grades and the post-construction grades. Walk the proposed paths of trenches to determine any obstructions or interferences that would effect underground work.

- B. The Electrical Contractor shall furnish and install the electrical systems as shown on the plans and shall perform the work as required to install these systems. All depths of work to be installed underground are referenced to the finished grades, not the pre-construction grades. Coordinate all existing and finished grades.
- C. Excavate only to the depth as required to install the work shown. If rock is encountered, excavate to a depth of 6" below the required depth. Pitch all electrical conduits away from the building.
- D. All backfill work shall be compacted. Compaction shall be after every 12" of backfill depth. Compact to a degree equal to 80% of the pre-construction earth.

# 3.06 LOCATIONS OF OUTLET BOXES FOR EQUIPMENT AND GENERAL WIRING:

- A. All outlets for lighting, power, and equipment, not specifically dimensioned are located diagrammatically on the drawings.
- B. Lighting fixtures shall be located in accordance with reflected ceiling plans or tile pattern outlines. If neither is indicated, lighting fixtures shall be symmetrical within the space in which they are located. The Contractor shall be responsible for coordinating with the architectural and mechanical plans and to the shop drawing of the equipment to be installed for the exact location of the outlets required for equipment installation.
- C. Lighting fixtures and convenience outlets shall be located so that they will be symmetrical with architectural details.
- D. Equipment outlets shall be located so as to serve the equipment directly. It is the Contractor's responsibility to coordinate outlet location with equipment so that all outlets are accessible and disconnect switches have clearance for operation.
- E. If so directed by the Architect / Engineer / Owner, any outlet box may be moved 10 feet in any direction.

# 3.07 PAINTING:

A. Exposed conduit, ungalvanized troughs, metal frames and support racks and wooden surfaces provided under this section shall be painted. Paint color shall match and be the same paint as the room finish paint unless noted elsewhere on the plans or in the specifications. Clean surfaces completely of all oil, wax, rust and old paint prior to repainting. Paint shall be applied to backup boards before switches, troughs, and devices are installed. Paint shall include a primer and two coats of finished paint. Touch-up scratched, or marred surfaces of lighting fixtures and equipment with paint obtained from the equipment manufacturer especially for that purpose.

#### 3.08 ELECTRICAL SYSTEM TESTING:

- A. At the time of the final inspection, or at such times as parts of the system may be completed, all electrical systems shall be tested for compliance with the specifications. The Contractor shall provide all personnel and equipment; current, voltage and resistance measuring instruments, ladders and lights to assist the Engineer in conducting the tests. Authorized representatives of the manufacturer shall be present to demonstrate compliance with specifications of their specific system.
- B. The Contractor shall remove equipment covers as directed for inspection of internal wiring. Accessible ceiling shall be removed as directed for inspection of equipment above the ceilings. After inspection and correction of any problems found, the Contractor shall replace all cover plates, access plates and removable ceiling.

#### 3.09 CLEANING:

A. At completion of the work the Contractor shall clean all exposed elements of the electrical system so that all markings deteriorating the original finish appearance are removed. All lighting

fixtures, lenses, and reflectors shall be cleaned inside and out and all lamps shall be left clear of dust, dirt, and grime.

B. The Contractor shall specifically examine the interiors of panelboard cans, equipment cabinets, lighting fixtures, junction boxes, and like components where conduit and wire connections have been made, and all resulting wire ends, insulation cuttings, knock-out plugs, metal filings and any other trash shall be removed so that interiors and exteriors are left free of all debris.

### **SECTION 26 0519**

### LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

# PART 1 GENERAL

### 1.01 SECTION INCLUDES

- A. Single conductor building wire.
- B. Wiring connectors.

### **1.02 RELATED REQUIREMENTS**

- A. Section 26 0526 Grounding and Bonding for Electrical Systems: Additional requirements for grounding conductors and grounding connectors.
- B. Section 26 0553 Identification for Electrical Systems: Identification products and requirements.

# 1.03 REFERENCE STANDARDS

- A. ASTM B3 Standard Specification for Soft or Annealed Copper Wire; 2013.
- B. ASTM B8 Standard Specification for Concentric-Lay-Stranded Copper Conductors, Hard, Medium-Hard, or Soft; 2011.
- C. ASTM B33 Standard Specification for Tin-Coated Soft or Annealed Copper Wire for Electrical Purposes; 2010 (Reapproved 2014).
- D. ASTM B787/B787M Standard Specification for 19 Wire Combination Unilay-Stranded Copper Conductors for Subsequent Insulation; 2004 (Reapproved 2014).
- E. NECA 1 Standard for Good Workmanship in Electrical Construction; National Electrical Contractors Association; 2010.
- F. NECA 121 Standard for Installing Nonmetallic-Sheathed Cable (Type NM-B) and Underground Feeder and Branch-Circuit Cable (Type UF); National Electrical Contractors Association; 2007.
- G. NEMA WC 70 Power Cables Rated 2000 Volts or Less for the Distribution of Electrical Energy; National Electrical Manufacturers Association; 2009 (ANSI/NEMA WC 70/ICEA S-95-658).
- H. NFPA 70 National Electrical Code; National Fire Protection Association; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- I. UL 44 Thermoset-Insulated Wires and Cables; Current Edition, Including All Revisions.
- J. UL 83 Thermoplastic-Insulated Wires and Cables; Current Edition, Including All Revisions.
- K. UL 486A-486B Wire Connectors; Current Edition, Including All Revisions.
- L. UL 486C Splicing Wire Connectors; Current Edition, Including All Revisions.
- M. UL 493 Thermoplastic-Insulated Underground Feeder and Branch-Circuit Cables; Current Edition, Including All Revisions.

# 1.04 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
  - 1. Coordinate sizes of raceways, boxes, and equipment enclosures installed under other sections with the actual conductors to be installed, including adjustments for conductor sizes increased for voltage drop.
  - 2. Coordinate with electrical equipment installed under other sections to provide terminations suitable for use with the conductors to be installed.
  - 3. Notify Architect of any conflicts with or deviations from the contract documents. Obtain direction before proceeding with work.

### 1.05 SUBMITTALS

A. See Section 01 3000 - Administrative Requirements, for submittal procedures.

- B. Product Data: Provide manufacturer's standard catalog pages and data sheets for conductors and cables, including detailed information on materials, construction, ratings, listings, and available sizes, configurations, and stranding.
- C. Project Record Documents: Record actual installed circuiting arrangements. Record actual routing for underground circuits.

### 1.06 DELIVERY, STORAGE, AND HANDLING

A. Receive, inspect, handle, and store conductors and cables in accordance with manufacturer's instructions.

### 1.07 FIELD CONDITIONS

A. Do not install or otherwise handle thermoplastic-insulated conductors at temperatures lower than 14 degrees F, unless otherwise permitted by manufacturer's instructions. When installation below this temperature is unavoidable, notify Architect and obtain direction before proceeding with work.

# PART 2 PRODUCTS

# 2.01 CONDUCTOR AND CABLE APPLICATIONS

- A. Do not use conductors and cables for applications other than as permitted by NFPA 70 and product listing.
- B. Provide single conductor building wire installed in suitable raceway unless otherwise indicated, permitted, or required.

### 2.02 CONDUCTOR AND CABLE GENERAL REQUIREMENTS

- A. Provide products that comply with requirements of NFPA 70.
- B. Provide products listed, classified, and labeled as suitable for the purpose intended.
- C. Unless specifically indicated to be excluded, provide all required conduit, boxes, wiring, connectors, etc. as required for a complete operating system.
- D. Comply with NEMA WC 70.
- E. Thermoplastic-Insulated Conductors and Cables: Listed and labeled as complying with UL 83.
- F. Thermoset-Insulated Conductors and Cables: Listed and labeled as complying with UL 44.
- G. Conductors for Grounding and Bonding: Also comply with Section 26 0526.
- H. Conductor Material:
  - 1. Copper Conductors: Soft drawn annealed, 98 percent conductivity, uncoated copper conductors complying with ASTM B3, ASTM B8, or ASTM B787/B 787M unless otherwise indicated.
- I. Minimum Conductor Size:
  - 1. Branch Circuits: 12 AWG.
    - a. Exceptions:
      - 1) 20 A, 120 V circuits longer than 75 feet: 10 AWG, for voltage drop.
- J. Conductor Color Coding:
  - 1. Color code conductors as indicated unless otherwise required by the authority having jurisdiction. Maintain consistent color coding throughout project.
  - 2. Color Coding Method: Integrally colored insulation.
  - 3. Color Code:
    - a. 208Y/120 V, 3 Phase, 4 Wire System:
      - 1) Phase A: Black.
      - 2) Phase B: Red.
      - 3) Phase C: Blue.
      - 4) Neutral/Grounded: White.
    - b. Equipment Ground, All Systems: Green.

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## 2.03 SINGLE CONDUCTOR BUILDING WIRE

- A. Manufacturers:
  - 1. Copper Building Wire:
    - a. Cerro Wire LLC: www.cerrowire.com.
    - b. Encore Wire Corporation: www.encorewire.com.
    - c. Southwire Company: www.southwire.com.
- B. Description: Single conductor insulated wire.
- C. Conductor Stranding:
  - 1. Feeders and Branch Circuits:
    - a. Size 10 AWG and Smaller: Solid.
- D. Insulation Voltage Rating: 600 V.
- E. Insulation:
  - 1. Copper Building Wire: Type THHN/THWN or THHN/THWN-2, except as indicated below.

# 2.04 WIRING CONNECTORS

- A. Description: Wiring connectors appropriate for the application, suitable for use with the conductors to be connected, and listed as complying with UL 486A-486B or UL 486C as applicable.
- B. Connectors for Grounding and Bonding: Comply with Section 26 0526.

# PART 3 EXECUTION

# 3.01 EXAMINATION

- A. Verify that work likely to damage wire and cable has been completed.
- B. Verify that raceways, boxes, and equipment enclosures are installed and are properly sized to accommodate conductors and cables in accordance with NFPA 70.
- C. Verify that field measurements are as shown on the drawings.
- D. Verify that conditions are satisfactory for installation prior to starting work.

# 3.02 INSTALLATION

- A. Circuiting Requirements:
  - 1. Unless dimensioned, circuit routing indicated is diagrammatic.
  - 2. When circuit destination is indicated and routing is not shown, determine exact routing required.
- B. Install products in accordance with manufacturer's instructions.
- C. Install conductors and cable in a neat and workmanlike manner in accordance with NECA 1.
- D. Install underground feeder and branch-circuit cable (Type UF-B) in accordance with NECA 121.
- E. Installation in Raceway:
  - 1. Tape ends of conductors and cables to prevent infiltration of moisture and other contaminants.
  - 2. Pull all conductors and cables together into raceway at same time.
  - 3. Do not damage conductors and cables or exceed manufacturer's recommended maximum pulling tension and sidewall pressure.
  - 4. Use suitable wire pulling lubricant where necessary, except when lubricant is not recommended by the manufacturer.
- F. Secure and support conductors and cables in accordance with NFPA 70 using suitable supports and methods approved by the authority having jurisdiction. Provide independent support from building structure. Do not provide support from raceways, piping, ductwork, or other systems.
- G. Terminate cables using suitable fittings.

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- H. Neatly train and bundle conductors inside boxes, wireways, panelboards and other equipment enclosures.
- I. Make wiring connections using specified wiring connectors.
  - 1. Make splices and taps only in accessible boxes. Do not pull splices into raceways or make splices in conduit bodies or wiring gutters.
  - 2. Remove appropriate amount of conductor insulation for making connections without cutting, nicking or damaging conductors.
  - 3. Do not remove conductor strands to facilitate insertion into connector.
  - 4. Clean contact surfaces on conductors and connectors to suitable remove corrosion, oxides, and other contaminates. Do not use wire brush on plated connector surfaces.
- J. Insulate splices and taps that are made with uninsulated connectors using methods suitable for the application, with insulation and mechanical strength at least equivalent to unspliced conductors.
- K. Identify conductors and cables in accordance with Section 26 0553.
- L. Unless specifically indicated to be excluded, provide final connections to all equipment and devices, including those furnished by others, as required for a complete operating system.

### **SECTION 26 0526**

### **GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS**

# PART 1 GENERAL

### **1.01 SECTION INCLUDES**

- A. Grounding and bonding requirements.
- B. Conductors for grounding and bonding.
- C. Connectors for grounding and bonding.

### 1.02 RELATED REQUIREMENTS

- A. Section 26 0519 Low-Voltage Electrical Power Conductors and Cables: Additional requirements for conductors for grounding and bonding, including conductor color coding.
- B. Section 26 0553 Identification for Electrical Systems: Identification products and requirements.
- C. Section 26 5600 Exterior Lighting: Additional grounding and bonding requirements for pole-mounted luminaires.

### 1.03 REFERENCE STANDARDS

- A. NECA 1 Standard for Good Workmanship in Electrical Construction; National Electrical Contractors Association; 2010.
- B. NFPA 70 National Electrical Code; National Fire Protection Association; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- C. UL 467 Grounding and Bonding Equipment; Current Edition, Including All Revisions.

### 1.04 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
  - 1. Notify Architect of any conflicts with or deviations from the contract documents. Obtain direction before proceeding with work.

#### 1.05 SUBMITTALS

A. See Section 01 3000 - Administrative Requirements for submittals procedures.

# 1.06 QUALITY ASSURANCE

A. Conform to requirements of NFPA 70.

# 1.07 DELIVERY, STORAGE, AND HANDLING

A. Receive, inspect, handle, and store products in accordance with manufacturer's instructions.

# PART 2 PRODUCTS

# 2.01 GROUNDING AND BONDING REQUIREMENTS

- A. Do not use products for applications other than as permitted by NFPA 70 and product listing.
- B. Unless specifically indicated to be excluded, provide all required components, conductors, connectors, conduit, boxes, fittings, supports, accessories, etc. as necessary for a complete grounding and bonding system.
- C. Where conductor size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.

# 2.02 GROUNDING AND BONDING COMPONENTS

- A. General Requirements:
  - 1. Provide products listed, classified, and labeled as suitable for the purpose intended.
  - 2. Provide products listed and labeled as complying with UL 467 where applicable.
- B. Conductors for Grounding and Bonding, in Addition to Requirements of Section 26 0526:

- 1. Use insulated copper conductors unless otherwise indicated.
- C. Connectors for Grounding and Bonding:
  - 1. Description: Connectors appropriate for the application and suitable for the conductors and items to be connected; listed and labeled as complying with UL 467.
  - 2. Unless otherwise indicated, use exothermic welded connections for underground, concealed and other inaccessible connections.
  - 3. Unless otherwise indicated, use mechanical connectors, compression connectors, or exothermic welded connections for accessible connections.

### PART 3 EXECUTION

#### 3.01 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- B. Install grounding and bonding system components in a neat and workmanlike manner in accordance with NECA 1.
- C. Make grounding and bonding connections using specified connectors.
  - 1. Remove appropriate amount of conductor insulation for making connections without cutting, nicking or damaging conductors. Do not remove conductor strands to facilitate insertion into connector.
  - 2. Remove nonconductive paint, enamel, or similar coating at threads, contact points, and contact surfaces.
  - 3. Mechanical Connectors: Secure connections according to manufacturer's recommended torque settings.
  - 4. Compression Connectors: Secure connections using manufacturer's recommended tools and dies.
- D. Identify grounding and bonding system components in accordance with Section 26 0553.

### **SECTION 26 0529**

### HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

# PART 1 GENERAL

# 1.01 SECTION INCLUDES

A. Support and attachment components for equipment, conduit, cable, boxes, and other electrical work.

## 1.02 RELATED REQUIREMENTS

- A. Section 26 0534 Conduit: Additional support and attachment requirements for conduits.
- B. Section 26 0537 Boxes: Additional support and attachment requirements for boxes.
- C. Section 26 5600 Exterior Lighting: Additional support and attachment requirements for exterior luminaires.

# 1.03 REFERENCE STANDARDS

- A. NECA 1 Standard for Good Workmanship in Electrical Construction; National Electrical Contractors Association; 2010.
- B. NFPA 70 National Electrical Code; National Fire Protection Association; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

# 1.04 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
  - 1. Coordinate sizes and arrangement of supports and bases with the actual equipment and components to be installed.
  - 2. Coordinate the work with other trades to provide additional framing and materials required for installation.
  - 3. Coordinate compatibility of support and attachment components with mounting surfaces at the installed locations.
  - 4. Coordinate the arrangement of supports with ductwork, piping, equipment and other potential conflicts installed under other sections or by others.
  - 5. Notify Architect of any conflicts with or deviations from the contract documents. Obtain direction before proceeding with work.

### 1.05 SUBMITTALS

A. See Section 01 3000 - Administrative Requirements, for submittal procedures.

# PART 2 PRODUCTS

# 2.01 SUPPORT AND ATTACHMENT COMPONENTS

- A. General Requirements:
  - 1. Provide all required hangers, supports, anchors, fasteners, fittings, accessories, and hardware as necessary for the complete installation of electrical work.
  - 2. Provide products listed, classified, and labeled as suitable for the purpose intended, where applicable.
  - 3. Where support and attachment component types and sizes are not indicated, select in accordance with manufacturer's application criteria as required for the load to be supported. Include consideration for vibration, equipment operation, and shock loads where applicable.
  - 4. Do not use products for applications other than as permitted by NFPA 70 and product listing.
  - 5. Do not use wire, chain, perforated pipe strap, or wood for permanent supports unless specifically indicated or permitted.
  - 6. Steel Components: Use corrosion resistant materials suitable for the environment where installed.

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- a. Outdoor and Damp or Wet Indoor Locations: Use galvanized steel, stainless steel, or approved equivalent unless otherwise indicated.
- b. Zinc-Plated Steel: Electroplated in accordance with ASTM B633.
- c. Galvanized Steel: Hot-dip galvanized after fabrication in accordance with ASTM A123/A123M or ASTM A153/A153M.
- B. Conduit and Cable Supports: Straps, clamps, etc. suitable for the conduit or cable to be supported.
  - 1. Conduit Straps: One-hole or two-hole type; steel or malleable iron.
  - 2. Conduit Clamps: Bolted type unless otherwise indicated.
- C. Outlet Box Supports: Hangers, brackets, etc. suitable for the boxes to be supported.
- D. Anchors and Fasteners:
  - 1. Unless otherwise indicated and where not otherwise restricted, use the anchor and fastener types indicated for the specified applications.
  - 2. Steel: Use beam clamps, machine bolts, or welded threaded studs.
  - 3. Wood: Use wood screws.

# PART 3 EXECUTION

# 3.01 EXAMINATION

- A. Verify that field measurements are as shown on the drawings.
- B. Verify that mounting surfaces are ready to receive support and attachment components.
- C. Verify that conditions are satisfactory for installation prior to starting work.

### 3.02 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- B. Install support and attachment components in a neat and workmanlike manner in accordance with NECA 1.
- C. Provide independent support from building structure. Do not provide support from piping, ductwork, or other systems.
- D. Do not penetrate or otherwise notch or cut structural members without approval of Structural Engineer.
- E. Conduit Support and Attachment: Also comply with Section 26 0534.
- F. Secure fasteners according to manufacturer's recommended torque settings.

# SECTION 26 0534 CONDUIT

# PART 1 GENERAL

### 1.01 SECTION INCLUDES

- A. Galvanized steel rigid metal conduit (RMC).
- B. Intermediate metal conduit (IMC).
- C. PVC-coated galvanized steel rigid metal conduit (RMC).
- D. Electrical metallic tubing (EMT).
- E. Conduit fittings.

#### 1.02 RELATED REQUIREMENTS

- A. Section 26 0526 Grounding and Bonding for Electrical Systems.
- B. Section 26 0529 Hangers and Supports for Electrical Systems.
- C. Section 26 0537 Boxes.
- D. Section 26 0553 Identification for Electrical Systems: Identification products and requirements.

### 1.03 REFERENCE STANDARDS

- A. ANSI C80.1 American National Standard for Electrical Rigid Steel Conduit (ERSC); 2005.
- B. ANSI C80.3 American National Standard for Steel Electrical Metallic Tubing (EMT); 2005.
- C. ANSI C80.6 American National Standard for Electrical Intermediate Metal Conduit (EIMC); 2005.
- D. NECA 1 Standard for Good Workmanship in Electrical Construction; National Electrical Contractors Association; 2010.
- E. NECA 101 Standard for Installing Steel Conduits (Rigid, IMC, EMT); National Electrical Contractors Association; 2013.
- F. NEMA FB 1 Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit, Electrical Metallic Tubing, and Cable; National Electrical Manufacturers Association; 2012 (ANSI/NEMA FB 1).
- G. NEMA RN 1 Polyvinyl-Chloride (PVC) Externally Coated Galvanized Rigid Steel Conduit and Intermediate Metal Conduit; National Electrical Manufacturers Association; 2005.
- H. NFPA 70 National Electrical Code; National Fire Protection Association; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- I. UL 6 Electrical Rigid Metal Conduit-Steel; Current Edition, Including All Revisions.
- J. UL 514B Conduit, Tubing, and Cable Fittings; Current Edition, Including All Revisions.
- K. UL 797 Electrical Metallic Tubing-Steel; Current Edition, Including All Revisions.
- L. UL 1242 Electrical Intermediate Metal Conduit-Steel; Current Edition, Including All Revisions.

# 1.04 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
  - 1. Coordinate minimum sizes of conduits with the actual conductors to be installed, including adjustments for conductor sizes increased for voltage drop.
  - 2. Coordinate the arrangement of conduits with structural members, ductwork, piping, equipment and other potential conflicts installed under other sections or by others.
  - 3. Verify exact conduit termination locations required for boxes, enclosures, and equipment installed under other sections or by others.
  - 4. Coordinate the work with other trades to provide roof penetrations that preserve the integrity of the roofing system and do not void the roof warranty.

5. Notify Architect of any conflicts with or deviations from the contract documents. Obtain direction before proceeding with work.

## B. Sequencing:

1. Do not begin installation of conductors and cables until installation of conduit is complete between outlet, junction and splicing points.

### 1.05 SUBMITTALS

- A. See Section 01 3000 Administrative Requirements for submittals procedures.
- B. Product Data: Provide manufacturer's standard catalog pages and data sheets for conduits and fittings.

### PART 2 PRODUCTS

#### 2.01 CONDUIT APPLICATIONS

- A. Do not use conduit and associated fittings for applications other than as permitted by NFPA 70 and product listing.
- B. Unless otherwise indicated and where not otherwise restricted, use the conduit types indicated for the specified applications. Where more than one listed application applies, comply with the most restrictive requirements. Where conduit type for a particular application is not specified, use galvanized steel rigid metal conduit.
- C. Underground:
  - 1. Exterior, Direct-Buried: Use galvanized steel rigid metal conduit, intermediate metallic conduit (IMC), or PVC-coated galvanized steel rigid metal conduit.
  - 2. Where steel conduit is installed in direct contact with earth where soil has a resistivity of less than 2000 ohm-centimeters or is characterized as severely corrosive based on soils report or local experience, use corrosion protection tape to provide supplementary corrosion protection or use PVC-coated galvanized steel rigid metal conduit.
- D. Exposed, Exterior: Use galvanized steel rigid metal conduit, intermediate metal conduit (IMC), or PVC-coated galvanized steel rigid metal conduit.

#### 2.02 CONDUIT REQUIREMENTS

- A. Provide all conduit, fittings, supports, and accessories required for a complete raceway system.
- B. Provide products listed, classified, and labeled as suitable for the purpose intended.
- C. Minimum Conduit Size, Unless Otherwise Indicated:
  - 1. Branch Circuits: 1/2 inch (16 mm) trade size.
  - 2. Underground, Exterior: 3/4 inch (21 mm) trade size.
- D. Where conduit size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.

# 2.03 GALVANIZED STEEL RIGID METAL CONDUIT (RMC)

- A. Description: NFPA 70, Type RMC galvanized steel rigid metal conduit complying with ANSI C80.1 and listed and labeled as complying with UL 6.
- B. Fittings:
  - 1. Non-Hazardous Locations: Use fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
  - 2. Material: Use steel or malleable iron.
  - 3. Connectors and Couplings: Use threaded type fittings only. Threadless set screw and compression (gland) type fittings are not permitted.

# 2.04 INTERMEDIATE METAL CONDUIT (IMC)

- A. Description: NFPA 70, Type IMC galvanized steel intermediate metal conduit complying with ANSI C80.6 and listed and labeled as complying with UL 1242.
- B. Fittings:

- 1. Non-Hazardous Locations: Use fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
- 2. Material: Use steel or malleable iron.
- 3. Connectors and Couplings: Use threaded type fittings only. Threadless set screw and compression (gland) type fittings are not permitted.

## 2.05 PVC-COATED GALVANIZED STEEL RIGID METAL CONDUIT (RMC)

- A. Description: NFPA 70, Type RMC galvanized steel rigid metal conduit with external polyvinyl chloride (PVC) coating complying with NEMA RN 1 and listed and labeled as complying with UL 6.
- B. Exterior Coating: Polyvinyl chloride (PVC), nominal thickness of 40 mil.
- C. PVC-Coated Fittings:
  - 1. Manufacturer: Same as manufacturer of PVC-coated conduit to be installed.
  - 2. Non-Hazardous Locations: Use fittings listed and labeled as complying with UL 514B.
  - 3. Material: Use steel or malleable iron.
  - 4. Exterior Coating: Polyvinyl chloride (PVC), minimum thickness of 40 mil.
- D. PVC-Coated Supports: Furnish with exterior coating of polyvinyl chloride (PVC), minimum thickness of 15 mil.

### 2.06 ELECTRICAL METALLIC TUBING (EMT)

- A. Description: NFPA 70, Type EMT steel electrical metallic tubing complying with ANSI C80.3 and listed and labeled as complying with UL 797.
- B. Fittings:
  - 1. Description: Fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
  - 2. Material: Use steel or malleable iron.
  - 3. Connectors and Couplings: Use compression (gland) type.
    - a. Do not use indenter type connectors and couplings.
  - 4. Damp or Wet Locations (where permitted): Use fittings listed for use in wet locations.

# PART 3 EXECUTION

#### 3.01 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- B. Install conduit in a neat and workmanlike manner in accordance with NECA 1.
- C. Install galvanized steel rigid metal conduit (RMC) in accordance with NECA 101.
- D. Install intermediate metal conduit (IMC) in accordance with NECA 101.
- E. Install PVC-coated galvanized steel rigid metal conduit (RMC) using only tools approved by the manufacturer.
- F. Conduit Routing:
  - 1. Unless dimensioned, conduit routing indicated is diagrammatic.
  - 2. When conduit destination is indicated and routing is not shown, determine exact routing required.
  - 3. Conceal all conduits unless specifically indicated to be exposed.
  - 4. Conduits installed underground or embedded in concrete may be routed in the shortest possible manner unless otherwise indicated. Route all other conduits parallel or perpendicular to building structure and surfaces, following surface contours where practical.
- G. Conduit Support:
  - 1. Secure and support conduits in accordance with NFPA 70 and Section 26 0529 using suitable supports and methods approved by the authority having jurisdiction.

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- 2. Provide independent support from building structure. Do not provide support from piping, ductwork, or other systems.
- 3. Use conduit strap to support single surface-mounted conduit.
  - a. Use clamp back spacer with conduit strap for damp and wet locations to provide space between conduit and mounting surface.
- 4. Use of wire for support of conduits is not permitted.
- H. Connections and Terminations:
  - 1. Use approved zinc-rich paint or conduit joint compound on field-cut threads of galvanized steel conduits prior to making connections.
  - 2. Where two threaded conduits must be joined and neither can be rotated, use three-piece couplings or split couplings. Do not use running threads.
  - 3. Use suitable adapters where required to transition from one type of conduit to another.
  - 4. Terminate threaded conduits in boxes and enclosures using threaded hubs or double lock nuts for dry locations and raintight hubs for wet locations.
  - 5. Provide insulating bushings or insulated throats at all conduit terminations to protect conductors.
  - 6. Secure joints and connections to provide maximum mechanical strength and electrical continuity.
- I. Penetrations:
  - 1. Do not penetrate or otherwise notch or cut structural members, including footings and grade beams, without approval of Structural Engineer.
  - 2. Make penetrations perpendicular to surfaces unless otherwise indicated.
  - 3. Provide sleeves for penetrations as indicated or as required to facilitate installation. Set sleeves flush with exposed surfaces unless otherwise indicated or required.
  - 4. Conceal bends for conduit risers emerging above ground.
  - 5. Seal interior of conduits entering the building from underground at first accessible point to prevent entry of moisture and gases.
- J. Underground Installation:
  - 1. Minimum Cover, Unless Otherwise Indicated or Required:
    - a. Underground, Exterior: 24 inches.
- K. Conduit Movement Provisions: Where conduits are subject to movement, provide expansion and expansion/deflection fittings to prevent damage to enclosed conductors or connected equipment. This includes, but is not limited to:
  - 1. Where conduits are subject to earth movement by settlement or frost.
- L. Provide grounding and bonding in accordance with Section 26 0526.

# 3.02 CLEANING

A. Clean interior of conduits to remove moisture and foreign matter.

# 3.03 PROTECTION

A. Immediately after installation of conduit, use suitable manufactured plugs to provide protection from entry of moisture and foreign material and do not remove until ready for installation of conductors.

# SECTION 26 0537 BOXES

# PART 1 GENERAL

# 1.01 SECTION INCLUDES

A. Outlet and device boxes up to 100 cubic inches, including those used as junction and pull boxes.

## 1.02 RELATED REQUIREMENTS

- A. Section 26 0526 Grounding and Bonding for Electrical Systems.
- B. Section 26 0529 Hangers and Supports for Electrical Systems.
- C. Section 26 0534 Conduit:
  - 1. Additional requirements for locating boxes to limit conduit length and/or number of bends between pulling points.
- D. Section 26 0553 Identification for Electrical Systems: Identification products and requirements.
- E. Section 26 2726 Wiring Devices:

### 1.03 REFERENCE STANDARDS

- A. NECA 1 Standard for Good Workmanship in Electrical Construction; National Electrical Contractors Association; 2010.
- B. NECA 130 Standard for Installing and Maintaining Wiring Devices; National Electrical Contractors Association; 2010.
- C. NEMA FB 1 Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit, Electrical Metallic Tubing, and Cable; National Electrical Manufacturers Association; 2012 (ANSI/NEMA FB 1).
- D. NEMA OS 1 Sheet-Steel Outlet Boxes, Device Boxes, Covers, and Box Supports; National Electrical Manufacturers Association; 2013 (ANSI/NEMA OS 1).
- E. NEMA 250 Enclosures for Electrical Equipment (1000 Volts Maximum); National Electrical Manufacturers Association; 2014.
- F. NFPA 70 National Electrical Code; National Fire Protection Association; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- G. UL 50 Enclosures for Electrical Equipment, Non-Environmental Considerations; Current Edition, Including All Revisions.
- H. UL 50E Enclosures for Electrical Equipment, Environmental Considerations; Current Edition, Including All Revisions.

#### 1.04 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
  - 1. Coordinate arrangement of electrical equipment with the dimensions and clearance requirements of the actual equipment to be installed.
  - 2. Coordinate minimum sizes of boxes with the actual installed arrangement of conductors, clamps, support fittings, and devices, calculated according to NFPA 70.
  - 3. Coordinate minimum sizes of pull boxes with the actual installed arrangement of connected conduits, calculated according to NFPA 70.
  - 4. Notify Architect of any conflicts with or deviations from the contract documents. Obtain direction before proceeding with work.

#### 1.05 SUBMITTALS

A. See Section 01 3000 - Administrative Requirements, for submittal procedures.

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B. Product Data: Provide manufacturer's standard catalog pages and data sheets for junction and pull boxes.

### 1.06 QUALITY ASSURANCE

A. Conform to requirements of NFPA 70.

## 1.07 DELIVERY, STORAGE, AND HANDLING

A. Receive, inspect, handle, and store products in accordance with manufacturer's instructions.

### PART 2 PRODUCTS

### 2.01 BOXES

- A. General Requirements:
  - 1. Do not use boxes and associated accessories for applications other than as permitted by NFPA 70 and product listing.
  - 2. Provide all boxes, fittings, supports, and accessories required for a complete raceway system and to accommodate devices and equipment to be installed.
  - 3. Provide products listed, classified, and labeled as suitable for the purpose intended.
  - 4. Where box size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.
  - 5. Provide grounding terminals within boxes where equipment grounding conductors terminate.
- B. Outlet and Device Boxes Up to 100 cubic inches, Including Those Used as Junction and Pull Boxes:
  - 1. Use sheet-steel boxes for dry locations unless otherwise indicated or required.
  - 2. Use cast iron boxes or cast aluminum boxes for damp or wet locations unless otherwise indicated or required; furnish with compatible weatherproof gasketed covers.
  - 3. Use cast iron boxes or cast aluminum boxes where exposed galvanized steel rigid metal conduit or exposed intermediate metal conduit (IMC) is used.
  - 4. Use raised covers suitable for the type of wall construction and device configuration where required.
  - 5. Sheet-Steel Boxes: Comply with NEMA OS 1, and list and label as complying with UL 514A.
  - 6. Cast Metal Boxes: Comply with NEMA FB 1, and list and label as complying with UL 514A; furnish with threaded hubs.
  - 7. Boxes for Supporting Luminaires and Ceiling Fans: Listed as suitable for the type and weight of load to be supported; furnished with fixture stud to accommodate mounting of luminaire where required.
  - 8. Wall Plates: Comply with Section 26 2726.
- C. Cabinets and Enclosures, Including Junction and Pull Boxes Larger Than 100 cubic inches:
  - 1. Comply with NEMA 250, and list and label as complying with UL 50 and UL 50E, or UL 508A.
  - 2. NEMA 250 Environment Type, Unless Otherwise Indicated:
    - a. Outdoor Locations: Type 3R, painted steel.
  - 3. Junction and Pull Boxes Larger Than 100 cubic inches:
    - a. Provide screw-cover or hinged-cover enclosures unless otherwise indicated.

# PART 3 EXECUTION

# 3.01 EXAMINATION

- A. Verify that mounting surfaces are ready to receive boxes.
- B. Verify that conditions are satisfactory for installation prior to starting work.

# 3.02 INSTALLATION

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

- B. Perform work in a neat and workmanlike manner in accordance with NECA 1 and, where applicable, NECA 130, including mounting heights specified in those standards where mounting heights are not indicated.
- C. Arrange equipment to provide minimum clearances in accordance with manufacturer's instructions and NFPA 70.
- D. Unless otherwise indicated, boxes may be surface-mounted where exposed conduits are indicated or permitted.
- E. Box Locations:
  - 1. Unless dimensioned, box locations indicated are approximate.
  - 2. Locate junction and pull boxes as indicated, as required to facilitate installation of conductors, and to limit conduit length and/or number of bends between pulling points in accordance with Section 26 0534.
- F. Box Supports:
  - 1. Secure and support boxes in accordance with NFPA 70 and Section 26 0529 using suitable supports and methods approved by the authority having jurisdiction.
  - 2. Provide independent support from building structure except for cast metal boxes (other than boxes used for fixture support) supported by threaded conduit connections in accordance with NFPA 70. Do not provide support from piping, ductwork, or other systems.
- G. Install boxes plumb and level.
- H. Close unused box openings.
- I. Install blank wall plates on junction boxes and on outlet boxes with no devices or equipment installed or designated for future use.
- J. Provide grounding and bonding in accordance with Section 26 0526.
- K. Identify boxes in accordance with Section 26 0553.

# 3.03 CLEANING

A. Clean interior of boxes to remove dirt, debris, plaster and other foreign material.

# 3.04 PROTECTION

A. Immediately after installation, protect boxes from entry of moisture and foreign material until ready for installation of conductors.

# SECTION 26 0553 IDENTIFICATION FOR ELECTRICAL SYSTEMS

### PART 1 GENERAL

### **1.01 SECTION INCLUDES**

- A. Electrical identification requirements.
- B. Identification nameplates and labels.
- C. Wire and cable markers.
- D. Warning signs and labels.

### 1.02 RELATED REQUIREMENTS

- A. Section 26 0519 Low-Voltage Electrical Power Conductors and Cables: Color coding for power conductors and cables 600 V and less; vinyl color coding electrical tape.
- B. Section 26 2726 Wiring Devices Lutron: Device and wallplate finishes; factory pre-marked wallplates.

### 1.03 REFERENCE STANDARDS

- A. ANSI Z535.2 American National Standard for Environmental and Facility Safety Signs; 2011.
- B. ANSI Z535.4 American National Standard for Product Safety Signs and Labels; 2011.
- C. NFPA 70 National Electrical Code; National Fire Protection Association; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- D. UL 969 Marking and Labeling Systems; Current Edition, Including All Revisions.

### 1.04 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
  - 1. Verify final designations for equipment, systems, and components to be identified prior to fabrication of identification products.
- B. Sequencing:
  - 1. Do not install identification products until final surface finishes and painting are complete.

# 1.05 SUBMITTALS

A. See Section 01 3000 - Administrative Requirements for submittals procedures.

# PART 2 PRODUCTS

### 2.01 IDENTIFICATION REQUIREMENTS

- A. Identification for Conductors and Cables:
  - 1. Color Coding for Power Conductors 600 V and Less: Comply with Section 26 0519.
- B. Identification for Boxes:
  - 1. Use identification labels or handwritten text using indelible marker to identify circuits enclosed.

### 2.02 WIRE AND CABLE MARKERS

- A. Markers for Conductors and Cables: Use wrap-around self-adhesive vinyl cloth, wrap-around self-adhesive vinyl self-laminating, heat-shrink sleeve, plastic sleeve, plastic clip-on, or vinyl split sleeve type markers suitable for the conductor or cable to be identified.
- B. Markers for Conductor and Cable Bundles: Use plastic marker tags secured by nylon cable ties.
- C. Legend: Power source and circuit number or other designation indicated.
- D. Text: Use factory pre-printed or machine-printed text, all capitalized unless otherwise indicated.
- E. Minimum Text Height: 1/8 inch.

F. Color: Black text on white background unless otherwise indicated.

### PART 3 EXECUTION

#### 3.01 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- B. Install identification products to be plainly visible for examination, adjustment, servicing, and maintenance. Unless otherwise indicated, locate products as follows:
  - 1. Boxes: Outside face of cover.
  - 2. Conductors and Cables: Legible from the point of access.
- C. Install identification products centered, level, and parallel with lines of item being identified.
- D. Mark all handwritten text, where permitted, to be neat and legible.

# SECTION 26 2726 WIRING DEVICES

## PART 1 GENERAL

### **1.01 SECTION INCLUDES**

- A. Wall switches.
- B. Wall plates.

### 1.02 RELATED REQUIREMENTS

- A. Section 26 0519 Low-Voltage Electrical Power Conductors and Cables : Manufactured wiring systems for use with access floor boxes with compatible pre-wired connectors .
- B. Section 26 0526 Grounding and Bonding for Electrical Systems.
- C. Section 26 0537 Boxes.
- D. Section 26 0553 Identification for Electrical Systems: Identification products and requirements.

### 1.03 REFERENCE STANDARDS

- A. FS W-S-896 Switches, Toggle (Toggle and Lock), Flush-mounted (General Specification); Federal Specification; Revision F, 1999.
- B. NECA 1 Standard for Good Workmanship in Electrical Construction; National Electrical Contractors Association; 2010.
- C. NEMA WD 1 General Color Requirements for Wiring Devices; National Electrical Manufacturers Association; 1999 (R 2010).
- D. NEMA WD 6 Wiring Device -- Dimensional Specifications; National Electrical Manufacturers Association; 2012.
- E. UL 20 General-Use Snap Switches; Current Edition, Including All Revisions.
- F. UL 514D Cover Plates for Flush-Mounted Wiring Devices; Current Edition, Including All Revisions.

#### 1.04 SUBMITTALS

- A. See Section 01 3000 Administrative Requirements, for submittal procedures.
- B. Product Data: Provide manufacturer's catalog information showing dimensions, colors, and configurations.

### PART 2 PRODUCTS

### 2.01 MANUFACTURERS

- A. Hubbell Incorporated: www.hubbell-wiring.com.
- B. Leviton Manufacturing Company, Inc: www.leviton.com.
- C. Pass & Seymour, a brand of Legrand North America, Inc: www.legrand.us

#### 2.02 WIRING DEVICE FINISHES

- A. Provide wiring device finishes as described below unless otherwise indicated.
- B. Wiring Devices Installed in Wet or Damp Locations: Gray with specified weatherproof cover.

# 2.03 WALL SWITCHES

- A. Manufacturers:
  - 1. Hubbell Incorporated: www.hubbell-wiring.com.
  - 2. Leviton Manufacturing Company, Inc: www.leviton.com.
  - 3. Pass & Seymour, a brand of Legrand North America, Inc: www.legrand.us

- B. Wall Switches General Requirements: AC only, quiet operating, general-use snap switches with silver alloy contacts, complying with NEMA WD 1 and NEMA WD 6, and listed as complying with UL 20 and where applicable, FS W-S-896; types as indicated on the drawings.
  - 1. Wiring Provisions: Terminal screws for side wiring and screw actuated binding clamp for back wiring with separate ground terminal screw.
- C. Standard Wall Switches: Industrial specification grade, 20 A, 120/277 V with standard toggle type switch actuator and maintained contacts; single pole single throw as indicated on the drawings.

## 2.04 WALL PLATES

- A. Manufacturers:
  - 1. Hubbell Incorporated: www.hubbell-wiring.com.
  - 2. Leviton Manufacturing Company, Inc: www.leviton.com.
  - 3. Pass & Seymour, a brand of Legrand North America, Inc: www.legrand.us
- B. Wall Plates: Comply with UL 514D.
  - 1. Configuration: One piece cover as required for quantity and types of corresponding wiring devices.
  - 2. Size: Standard.
  - 3. Screws: Metal with slotted heads finished to match wall plate finish.
- C. Weatherproof Covers for Wet Locations: Gasketed, cast aluminum, with hinged lockable cover and corrosion-resistant screws; listed as suitable for use in wet locations while in use with attachment plugs connected and identified as extra-duty type.

### PART 3 EXECUTION

### 3.01 EXAMINATION

- A. Verify that field measurements are as shown on the drawings.
- B. Verify that final surface finishes are complete, including painting.
- C. Verify that branch circuit wiring installation is completed, tested, and ready for connection to wiring devices.
- D. Verify that conditions are satisfactory for installation prior to starting work.

# 3.02 INSTALLATION

- A. Perform work in a neat and workmanlike manner in accordance with NECA 1 and, where applicable, NECA 130, including mounting heights specified in those standards unless otherwise indicated.
- B. Coordinate locations of outlet boxes provided under Section 26 0537 as required for installation of wiring devices provided under this section.
  - 1. Mounting Heights: Unless otherwise indicated, as follows:
    - a. Wall Switches: 48 inches above finished floor.
- C. Install wiring devices in accordance with manufacturer's instructions.
- D. Unless otherwise indicated, connect wiring device grounding terminal to branch circuit equipment grounding conductor and to outlet box with bonding jumper.
- E. Install wall switches with OFF position down.
- F. Install wall plates to fit completely flush to wall with no gaps and rough opening completely covered without strain on wall plate. Repair or reinstall improperly installed outlet boxes or improperly sized rough openings. Do not use oversized wall plates in lieu of meeting this requirement.
- G. Install blank wall plates on junction boxes and on outlet boxes with no wiring devices installed or designated for future use.

# 3.03 FIELD QUALITY CONTROL

- A. Inspect each wiring device for damage and defects.
- B. Operate each wall switch with circuit energized to verify proper operation.
- C. Test each receptacle to verify operation and proper polarity.
- D. Correct wiring deficiencies and replace damaged or defective wiring devices.

### 3.04 ADJUSTING

A. Adjust devices and wall plates to be flush and level.

### 3.05 CLEANING

A. Clean exposed surfaces to remove dirt, paint, or other foreign material and restore to match original factory finish.

# SECTION 26 5600 EXTERIOR LIGHTING

# PART 1 GENERAL

### 1.01 SECTION INCLUDES

A. Exterior luminaires.

# 1.02 RELATED REQUIREMENTS

- A. Section 26 0526 Grounding and Bonding for Electrical Systems.
- B. Section 26 0537 Boxes.
- C. Section 26 2726 Wiring Devices: Receptacles for installation in poles.

# 1.03 REFERENCE STANDARDS

- A. IES LM-79 Approved Method: Electrical and Photometric Measurements of Solid-State Lighting Products; Illuminating Engineering Society; 2008.
- B. IES LM-80 Approved Method: Measuring Lumen Maintenance of LED Light Sources; Illuminating Engineering Society; 2008.
- C. NECA 1 Standard for Good Workmanship in Electrical Construction; National Electrical Contractors Association; 2010.
- D. NECA/IESNA 501 Recommended Practice for Installing Exterior Lighting Systems; National Electrical Contractors Association; 2006.
- E. NFPA 70 National Electrical Code; National Fire Protection Association; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- F. UL 1598 Luminaires; Current Edition, Including All Revisions.
- G. UL 8750 Light Emitting Diode (LED) Equipment for Use in Lighting Products; Current Edition, Including All Revisions.

# 1.04 SUBMITTALS

- A. See Section 01 3000 Administrative Requirements, for submittal procedures.
- B. Shop Drawings:
  - 1. Indicate dimensions and components for each luminaire that is not a standard product of the manufacturer.
- C. Product Data: Provide manufacturer's standard catalog pages and data sheets including detailed information on luminaire construction, dimensions, ratings, finishes, mounting requirements, listings, service conditions, photometric performance, weight, effective projected area (EPA), and installed accessories; include model number nomenclature clearly marked with all proposed features.
  - 1. LED Luminaires:
    - a. Include estimated useful life, calculated based on IES LM-80 test data.
  - 2. Lamps: Include rated life and initial and mean lumen output.
- D. Manufacturer's Installation Instructions: Indicate application conditions and limitations of use stipulated by product testing agency. Include instructions for storage, handling, protection, examination, preparation, installation, and starting of product.
- E. Operation and Maintenance Data: Instructions for each product including information on replacement parts.

# 1.05 QUALITY ASSURANCE

A. Conform to requirements of NFPA 70.

# 1.06 DELIVERY, STORAGE, AND HANDLING

- A. Receive, handle, and store products according to NECA/IESNA 501 and manufacturer's written instructions.
- B. Keep products in original manufacturer's packaging and protect from damage until ready for installation.

### 1.07 WARRANTY

- A. See Section 01 7800 Closeout Submittals, for additional warranty requirements.
- B. Provide three year manufacturer warranty for all LED luminaires, including drivers.

# PART 2 PRODUCTS

# 2.01 LUMINAIRES

- A. Provide products that comply with requirements of NFPA 70.
- B. Provide products that are listed and labeled as complying with UL 1598, where applicable.
- C. Provide products listed, classified, and labeled as suitable for the purpose intended.
- D. Unless otherwise indicated, provide complete luminaires including lamp(s) and all sockets, ballasts, reflectors, lenses, housings and other components required to position, energize and protect the lamp and distribute the light.
- E. Unless specifically indicated to be excluded, provide all required conduit, boxes, wiring, connectors, hardware, poles, foundations, supports, trims, accessories, etc. as necessary for a complete operating system.
- F. Provide products suitable to withstand normal handling, installation, and service without any damage, distortion, corrosion, fading, discoloring, etc.
- G. Provide luminaires listed and labeled as suitable for wet locations unless otherwise indicated.
- H. LED Luminaires:
  - 1. Components: UL 8750 recognized or listed as applicable.
  - 2. Tested in accordance with IES LM-79 and IES LM-80.
  - 3. LED Estimated Useful Life: Minimum of 50,000 hours at 70 percent lumen maintenance, calculated based on IES LM-80 test data.

# PART 3 EXECUTION

# 3.01 EXAMINATION

- A. Verify that field measurements are as shown on the drawings.
- B. Verify that outlet boxes are installed in proper locations and at proper mounting heights and are properly sized to accommodate conductors in accordance with NFPA 70.
- C. Verify that suitable support frames are installed where required.
- D. Verify that branch circuit wiring installation is completed, tested, and ready for connection to luminaires.
- E. Verify that conditions are satisfactory for installation prior to starting work.

# 3.02 INSTALLATION

- A. Coordinate locations of outlet boxes provided under Section 26 0537 as required for installation of luminaires provided under this section.
- B. Install products according to manufacturer's instructions.
- C. Install luminaires securely, in a neat and workmanlike manner, as specified in NECA 1 (general workmanship) and NECA/IESNA 501 (exterior lighting).
- D. Install luminaires plumb and square and aligned with building lines and with adjacent luminaires.
- E. Bond products and metal accessories to branch circuit equipment grounding conductor.

# 3.03 CLEANING

A. Clean surfaces according to NECA/IESNA 501 and manufacturer's instructions to remove dirt, fingerprints, paint, or other foreign material and restore finishes to match original factory finish.

# 3.04 CLOSEOUT ACTIVITIES

A. Demonstration: Demonstrate proper operation of luminaires to Architect, and correct deficiencies or make adjustments as directed.

# 3.05 PROTECTION

A. Protect installed luminaires from subsequent construction operations.

# **SECTION 31 2200** GRADING

### **PART 1 - GENERAL**

#### 1.1 DESCRIPTION

- Work included: Cut, fill, excavate, backfill, compact and grade the site as necessary to bring the Α. roads, drives, building sites, paved areas and open areas to the lines and grades shown on the drawings.
  - The work includes, but is not necessarily limited to: 1.
    - Building site preparation. a.
    - Roadway, parking area, drive and walk subgrade preparation. Excavations and formations of embankments. b.
    - c.
    - d. Dressing of graded areas, shoulders and ditches.
  - 2. Classification: All excavation is unclassified and excavation of every description, regardless of material encountered within the grading limits of the project, shall be performed to the lines and grades indicated.
- Β. Related work:
  - Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these specifications. 1.
  - Section 31 2513 Erosion Controls. 2.
- C. Definitions:
  - 1. Open areas: Open areas shall be those areas that do not include building sites, paved areas, street right-of-way and parking areas. Maximum density: Maximum weight in pounds per cubic foot of a specific material.

  - 2. 3. 4.
  - Optimum moisture: Percentage of water in a specific material at maximum density. Rock excavation: Excavation of any hard natural substance which requires the use of explosives and/or special impact tools such as jack hammers, sledges, chisels or similar devices specifically designed for use in cutting or breaking rock, but exclusive of trench excavating machinery. To be considered as rock excavation, the material shall be continuous; individual boulders or rocks in soil will not be considered rock excavation.
  - 5.
  - Muck: Materials unsuitable for foundation because of organic content, saturation to the extent that it is somewhat fluid and must be removed by dragline, dredge or other special equipment, are designated as muck. No extra payment will be made for muck removal. Unsuitable material: Unsuitable material is defined as earth material unsatisfactory for its intended use and as classified by the soils technician. In addition to organic matter, sod, muck, roots and rubbish, highly plastic clay soils of the CH and MH descriptions, and organic soils of the CL and OH descriptions as defined in the Unified Soil Classification System shall 6. soils of the OL and OH descriptions, as defined in the Unified Soil Classification System shall be considered as unsuitable material.
  - be considered as unsuitable material. Suitable material: Where the term suitable material is used in specification sections pertaining to earthwork, it means earth or materials designated as being suitable for their intended use by soils technicians or the Engineer. Suitable material shall be designated as meeting the requirements of the Unified Soil Classification System types SW, GW, GC, SC, SM, ML, CL or as designated in these specifications. Select material: Select material is defined as granular material to be used where indicated on the drawings or where specified herein consisting of soils conforming to the Unified Soil Classification types SW, SM, GW or GM or as otherwise approved by the Engineer as select fill. Select material shall contain no stones or rubble larger than 1-1/2" in diameter. Crushed stone (gravel): Crushed stone shall be No. 57 aggregate or equal conforming to ASTM C-33. 7.
  - 8.
  - 9. ASTM C-33.
  - Excavation: Excavation is defined as unclassified excavation of every description regardless 10. of materials encountered.
- D. The Contractor must determine for himself the volume of material required by the site.

#### 1.2 QUALITY ASSURANCE

- Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the Α. necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.
- Β. Comply with requirements of governmental agencies having jurisdiction.
- A testing laboratory retained by the Owner will make such tests as are deemed advisable. The Contractor shall schedule his work so as to permit a reasonable time for testing before placing succeeding lifts of fill material and shall keep the laboratory informed of his progress. The cost of the C. initial tests shall be paid for by the Owner. Subsequent tests required as a result of improper compaction shall be paid for by the Contractor.

#### 1.3 **PRODUCT HANDLING**

Comply with pertinent provisions of Section 01 6600. A.

#### 1.4 JOB CONDITIONS

- A. Notification of intent to excavate:
  - South Carolina Underground Utility Damage Prevention Act (S.C. Code Ann, 58-35-10, CT-1. SEQ, Supp. 1978) requires persons to ascertain the location of underground public utility property prior to excavation or demolition in certain situations. The Act also requires such persons to give timely notice of intent to excavate or demolish prior to commencing such operations. Failure to comply could subject the violator to a civil penalty of up to one thousand dollars (\$1,000) for each violation of the Act. Notification of intent to excavate may be given by calling this toll free number: 1-800-922-
  - 2. 0983.

# **PART 2 - PRODUCTS**

#### 2.1 SOIL MATERIALS

- A. Soil material used as fill, backfill, subgrade for structures or pavements, embankments, or site grading shall consist of suitable material as found available on site until such supply of on-site material is depleted.
  - Provide suitable material free from organic matter and deleterious substances, containing no 1. rocks or lumps over 6" in greatest dimension, and with not more than 15% of the rocks or lumps larger than 2-1/2" in their greatest dimension.
  - 2. Do not permit rocks having a dimension greater than 1" in the upper 6" of fill or embankment.
- Β. Should the quantity of suitable on-site material be insufficient to complete the work, suitable borrow material as approved by the Engineer shall be provided by the Contractor at no additional expense to the Owner.
- Select materials may be provided from on-site if acceptable material as approved by the Engineer is C. available on site. Otherwise approved select material shall be provided by the Contractor from an offsite source.

#### 2.2 TOPSOIL

- A. Use topsoil consisting of material removed from the top 3" to 6" of existing on-site soils.
- Β. Use topsoil containing no stones, roots or large clods of soil.
- C. Stockpile topsoil separate from other excavated material.

#### 2.3 WEED KILLER

A. Provide a dry, free-flowing, dust free chemical compound, soluble in water, capable of inhibiting growth of vegetation and approved for use on this work by governmental agencies having jurisdiction.

#### 2.4 EQUIPMENT

Use equipment adequate in size, capacity and numbers to accomplish the work in a timely manner Α. without undue waste or damage of material.

# PART 3 - EXECUTION

#### 3.1 SURFACE CONDITIONS

Examine the areas and conditions under which work of this Section will be performed. Correct Α. conditions detrimental to timely and proper completion of the work. Do not proceed until unsatisfactory conditions are corrected.

#### 3.2 PREPARATION

- Α. Clearing and grubbing: Clear and grub areas to be graded prior to commencement of the grading operations.
- Where so directed by the Owner, protect and leave standing designated desirable trees. Β.
- C. Complete any demolition and/or removal work as may be required prior to grading operations.
- Dispose of all clearing, grubbing and demolition debris and other deleterious material off the project site. Vegetation, roots, brush, rubbish, stumps, etc. may be burned on-site where permitted by local authorities and regulations and approved by the Engineer. D.
- Topsoil: Strip topsoil to a depth of 3" to 6" without contamination from the subsoil and stockpile topsoil separate from other excavated materials. E.
  - 1. Transport and deposit topsoil in storage piles convenient to areas that are to receive topsoil or in other locations as indicated or approved by the Engineer. Deposit topsoil in areas that are already graded and will not be disturbed by on-going
  - 2. construction.
  - Dispose of unsuitable or unusable stripped material off-site or as otherwise directed by the 3. Engineer.
- F. Sampling and preliminary testing:
  - 1. Prior to beginning the grading operations, the Contractor shall submit to the Engineer his proposed sequence of excavation operations. Based upon the sequence of excavation, samples of the fill materials will be obtained as
  - 2. excavation proceeds and tested for grain size permeability and moisture density relationship using the Standard Proctor Method (ASTM D698, Method A). Allow sufficient time for completion of laboratory tests before any fill operations begin, using
  - 3. the soils being tested.

#### 3.3 FINISH ELEVATIONS AND LINES

- A. Construct areas outside of building or structure lines true to grades shown.
  - 1. Where no grade is indicated, shape finish surface to drain away from buildings or structures, as approved by the Engineer.
- Β. Degree of finish shall be that ordinarily obtainable from blade grader, supplemented with hand raking and finishing.
- C. Finish surfaces to within 0.10' above or below the established grade or approved cross section.

#### 3.4 **GENERAL PROCEDURES**

- A. Existing utilities:
  - 1. Unless shown to be removed, locate and protect active utility lines shown on the drawings or otherwise made known to the Contractor prior to excavating. If damaged, repair or replace at no additional cost to the Owner.
  - 2. If active utility lines are encountered and are not shown on the drawings or otherwise made known to the Contractor, promptly notify the Engineer and take necessary steps to assure that service is not interrupted.
  - If service is interrupted as a result of work under this Section, immediately restore service by 3. repairing the damaged utility at no additional cost to the Owner.

- 4. If existing utilities are found to interfere with the permanent facilities being constructed under this Section, immediately notify the Engineer and secure his instructions.
- 5. Do not proceed with permanent relocation of utilities until written instructions are received from the Engineer.
- Β. Protection of persons and property:
  - Barricade open holes and depressions occurring as part of this Work, and post warning lights 1. on property adjacent to or with public access.
  - Operate warning lights during hours from dusk to dawn each day and as otherwise required.
  - 2. 3. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, washout and other hazards created by operations under this Section.
- C. Use means necessary to prevent dust becoming a nuisance to the public, to neighbors, and to other work being performed on or near the site.
- D. Maintain access to adjacent areas at all times.
- Ε. Excavate and backfill in a manner and sequence that will provide proper drainage at all times.

#### 3.5 **EXCAVATING (CUTS)**

- Α. Perform excavating of every type of material encountered within the limits of the Work to the lines, grades and elevations indicated and specified herein.
- Provide sloping, sheeting, shoring, and bracing for excavations conforming with 29CFR1926 Subpart P-Excavations and the Contract Documents. Β.
- C. Suitable excavated materials:
  - 1. Use all suitable materials removed from the excavation as far as practicable in the formation
    - of the embankments, subgrades, shoulders, building sites and other places as directed. Surplus suitable materials from excavations shall be wasted on the site as indicated,
  - 2. spreading and leveling as directed.
- Unsuitable excavated material: Remove from the site and dispose of all unsuitable material unless D. otherwise approved by the Engineer.
- Ε. Rock excavation:
  - 1. Notify the Engineer upon encountering rock or similar material which cannot be removed or
  - excavated by conventional earth moving or ripping equipment. Do not use explosives without written permission from the Engineer. When explosives are permitted, use only experienced powdermen or persons who are licensed or otherwise authorized to use explosives. Store, handle and use explosives in strict accordance with all regulatory bodies and the "Manual of Accident Prevention in Construction" of the Associated General Contractors of America, Inc. 2. 3.
  - The Contractor shall be solely responsible for any damage resulting from the use of 4. explosives.
  - 5. The Contractor is responsible for securing all permits required in performing this work.
- F. Unauthorized excavation:
  - 1. Excavation of material to depths below the grades indicated unless so directed by the Engineer will be deemed unauthorized excavation.
  - 2. Unauthorized overexcavation shall be backfilled and compacted without any additional expense to the Owner.
- Authorized overexcavation: G.
  - In the event that it is necessary to remove unsuitable material to a depth greater than that 1. shown on the drawings or otherwise specified, the Contractor shall remove, replace and compact such material with suitable material as directed by the Engineer at no additional expense by the Owner.

#### FILLING AND BACKFILLING 3.6

Use fills formed of suitable material placed in layers of not more than 8" in depth measured loose and Α. rolled and/or vibrated with suitable equipment until compacted.

- Β. Do not place rock that will not pass through a 6" diameter ring within the top 12" of the surface of the completed fill or rock that will not pass through a 3" diameter ring within the top 6" of the completed fill.
- C. Do not use broken concrete or asphaltic pavement in fills.
- D. Selection of borrow material:
  - Material in excess of that available on the site shall be suitable material furnished by the Contractor from private sources selected by the Contractor. The material shall be approved by the Engineer before use. All expenses involved in securing, developing, transporting and 1.
  - placing the material shall be borne by the Contractor. Provide delivery tickets with each load of imported borrow material delivered to the site, stating the type of fill material and the quantity. a. Provide at the time of delivery. 2.

    - No payment will be made for imported borrow material for which delivery tickets were not submitted to the Owner or the Owner's Representative at time of delivery. b.
- E. Placing and compacting:
  - Place backfill and fill materials in layers not more than 8" in loose depth with a moisture 1. condition of  $\pm 2\%$  of optimum.
  - 2. Before compacting, moisten or aerate each layer as necessary to provide the optimum moisture content.
    - At the time of compaction, the water content of the material must be at optimum а water content or within 2% above optimum.
    - Aerate material containing excessive moisture by blading, discing, or harrowing to b. hasten the drying process.
  - 3.
  - Compact each layer to required percentage of maximum density for the area. Do not place backfill or fill material on surfaces that are muddy, frozen, or contain frost or ice. Place backfill and fill materials evenly adjacent to structures, to required elevations. 4. 5.
  - Take care to prevent wedging action of backfill against structures by carrying the material uniformly around the structures to approximately the same elevation in each lift. 6.
- F. Moisture control:
  - Do not use soil material that is either too dry or too wet to achieve proper compaction. Where subgrade or layer of soil material is too dry to achieve proper compaction, uniformly 1. 2.
  - apply water to surface of soil material such that free water does not appear on the surface during or subsequent to compacting operations.
  - 3. Remove and replace, or scarify and air dry, soil material that is too wet to permit compacting to the specified density.
  - Soil material that has been removed because it is too wet to permit compacting may be stockpiled or spread and allowed to dry. Assist drying by discing, harrowing, or pulverizing until moisture content is reduced to a satisfactory value as determined by moisture-density 4. relation tests approved by the Engineer.
- G. Compaction requirements:
  - Compact soils to not less than the following percentages of maximum dry density as determined in accordance with ASTM D698, Method A (Standard Proctor). 1. of the foundation:

2.	Fill beneath structures and beneath an area extendi	ng 10' beyor	nd the limits o
	Top 12" of subgrade	95%	
	All other fill material	95%	
3.	Fill beneath roadway:		
	Top 12" of subgrade	92%	
	All other fill material	92%	
4.	Embankments:		
	Top 12" of subgrade	90%	
	All other fill material	90%	
5.	Fill beneath walkways:		
	Top 12" of subgrade	92%	
	All other fill material	92%	
6.	Lawn and unpaved open areas:		
	All other fill material	90%	

#### 3.7 PLACING SPECIAL MATERIALS

- Placing impervious liner materials: Α.

  - Place selected fine grain soils on bottom and side slopes of the basin to the indicated depth. Inspect and proofroll the stripped and grubbed subgrade prior to placement of any liner 2. material, as specified hereinafter.
  - Spread liner material in 8" maximum, loose lift thickness to provide a 6" compacted lift 3. thickness
  - 4. Adjust soil moisture content to 1 to 3 percentage points "wet" of the optimum moisture contents.
  - Compact at 98% of maximum density. 5.
  - Maintain liner material sufficiently moist to prevent drying and cracking, until such time as the 6 basin is filled.

#### 3.8 FINISH GRADING

- A. General:
  - 1. Uniformly grade the areas within limits of grading under this Section, including adjacent transition areas.
  - 2. Smooth the finished surfaces within specified tolerance.
  - Grade with uniform levels or slopes between points where elevations are shown on the 3. drawings, or between such points and existing grades. Where a change of slope is indicated on the drawings, construct a rolled transition section
  - 4. having a minimum radius of approximately 8'0", unless adjacent construction will not permit such a transition, or if such a transition defeats positive control of drainage.
- Β. Grading adjacent to structures: Grade areas adjacent to buildings to achieve drainage away from the structures and to prevent ponding.
- C. Ditches and gutters and swales:
  - 1. Cut accurately to the cross sections, grades and elevations shown.
  - Maintain excavations free from detrimental quantities of leaves, sticks, trash and other debris 2. until completion of the work.
  - Dispose of excavated materials as specified herein; do not in any case deposit materials within 3'0" of the edge of a ditch. 3.

#### 3.9 FIELD QUALITY CONTROL

- Secure the Engineer's construction review and observation and approval of subgrades and fill layers Α. before subsequent construction is permitted thereon.
- Field density determinations will be made, at no cost to the Contractor, to ensure that the specified Β. densities are being obtained. Field density tests will be performed as determined by the Engineer, considering the following:
  - At areas to receive paving, at least one field density test for every 5,000 sq. ft. of subgrade area, but not less than three tests. 1.
  - 2. In each compacted fill layer, one field density test for every 5,000 sq. ft. of overlaying paved area, but not less than three tests.
  - In fill beneath structures, one field density test for every 2,500 sq. ft. in each layer. Other tests as deemed necessary by the Engineer. 3.
  - 4.
- If, in the Engineer's opinion based on reports of the testing laboratory, subgrade or fills which have C. been placed are below specified density, provide additional compacting and testing until specified requirements are met.
  - Additional testing will be provided by the Owner's selected testing laboratory and all costs for 1. the additional testing will be borne by the Contractor.
- D. Proofrolling:
  - The Contractor shall proofroll subgrade of areas to receive paving, structures on fill or 1. impervious lining material.
    - Make not less than 3 passes of a 25 to 50 ton rubber tired roller over the full area. a.
    - Unstable, soft or otherwise unsuitable materials revealed by the proofrolling shall be b. removed and replaced with satisfactory materials, compacted as specified herein.

#### 3.10 PLACING TOPSOIL

- Upon completion of site grading and other related site work, topsoil shall be uniformly spread over the graded or improved areas. Topsoil shall be evenly distributed to conform to final grade elevations Α. shown on the plans.
- Β. Place, level and lightly compact topsoil to a depth of not less than 3".
- Maintain topsoil free of roots, rocks, debris, clods of soil and any other objectionable material which might hinder subsequent grassing or mowing operations. C.
- D. Any surplus materials shall be disposed of in approved areas on the site.

#### 3.11 MAINTENANCE

- Protection of newly graded areas: Α.
  - Protect newly graded areas from traffic and erosion, and keep free from trash and weeds. Repair and re-establish grades in settled, eroded and rutted areas to the specified tolerances. 1.
  - 2.
- В. Where completed compacted areas are disturbed by subsequent construction operations or adverse weather, scarify the surface, reshape, and compact to the required density prior to further construction.

# **SECTION 31 2333** TRENCHING

# **PART 1 - GENERAL**

#### 1.1 DESCRIPTION

- Work included: Trench, backfill, and compact as specified herein and as needed for installation of Α. underground utilities associated with the Work.
- Β. Related work:
  - Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions and Sections in Division 1 of these Specifications. 1.
  - 2. Section 33 4100 - Storm Utility Drainage Piping.
- Follow all procedures and recommendations listed in this specification unless otherwise noted or C. directed by Geotechnical report or on-site geotechnical consultant recommendations.

#### 1.2 QUALITY ASSURANCE

- Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods A. needed for proper performance of the work of this Section.
- Β. Use equipment adequate in size, capacity, and numbers to accomplish the work in a timely manner.

#### 1.3 **JOB CONDITIONS**

- Existing utilities: Α.
  - There now exists in the construction areas, waterworks, storm drainage, sanitary sewers, street paving, gas mains and other utilities. Approximate location of certain underground lines and structures are shown on the plans for information only, other underground lines or structures are not shown. 1.
  - 2.
  - Locate these and other possible unknown utility lines using electronic pipe finder, or other 3. approved means.
  - Locate, excavate and expose all existing underground lines in advance of trenching 4. operations.
  - 5. The Contractor will be held responsible for the workmanlike repair of any damage done to any of these utilities in the execution of his work under this Section.
  - The Contractor shall familiarize himself with the existing conditions and be prepared to adequately care for and safeguard himself and the Owner from damage. 6.
- B. Notification of intent to excavate:
  - South Carolina Underground Utility Damage Prevention Act (S.C. Code Ann, 58-35-10, CT-SEQ, Supp. 1978) requires persons to ascertain the location of underground public utility property prior to excavation or demolition in certain situations. The Act also requires such persons to give timely notice of intent to excavate or demolish prior to commencing such 1. operations. Failure to comply could subject the violator to a civil penalty of up to one thousand dollars (\$1,000) for each violation of the Act.
  - Notification of intent to excavate may be given by calling this toll free number: 1-888-721-2. 7877.
- C. Protecting trees, shrubbery and lawns:
  - Trees and shrubbery in developed areas and along the trench line shall not be disturbed unless absolutely necessary, and subject to the approval of the Engineer. a. Any such trees and shrubbery necessary to be removed shall be heeled in and
    - replanted.

1.

- 2. Where trenches cross private property through established lawns, sod shall be cut, removed.
  - stacked and maintained in suitable condition until replacement is approved by the Engineer. a. Topsoil underlying lawn areas shall be removed and kept separate from general excavated materials.
- D. Clearing:

1.

- Perform all clearing necessary for installation of the complete work.
- 1. 2. Clearing shall consist of removing all trees, stumps, roots, brush and debris in the rights-ofway obtained for the Work.
- All timber of merchantable size shall remain the property of the Owner and shall be trimmed and cut in such lengths as directed and stacked along the edge of the right-of-way. All other material, including trimmings from above, shall be completely disposed of in a 3.
- 4. satisfactory manner.
- Removing and resetting fences: Ε.
- Where existing fences must be removed to permit construction of utilities: a. Remove such fences and, as the Work progresses, reset the fences in their original location and condition.
  - Provide temporary fencing or other safeguards as required to prevent stock and b. cattle from wandering to other lands.
- F. Restoration of disturbed areas:
  - 1. Restore all areas disturbed by, during or as a result of construction activities to their existing or better condition.
  - Do not interpret this as requiring replacement of trees and undergrowth in undeveloped sections of the rights-of-way. 2.
- G. Minimizing silting and bank erosion during construction:
  - 1. During construction, protective measures shall be taken and maintained to minimize silting and bank erosion of creeks and rivers adjacent to the work being performed during construction.

### **PART 2 - PRODUCTS**

#### 2.1 **EXCAVATED MATERIALS**

- Α. Perform all excavation of every description and of whatever substances encountered to depths indicated or specified.
- Β. Pile material suitable for backfilling in an orderly manner at safe distance from banks or trenches to avoid overloading and to prevent slides or cave-ins.
- C. Remove and deposit unsuitable or excess materials as directed by the Engineer.

#### 2.2 **BACKFILL MATERIALS**

- A. Provide from materials excavated for installation of utility.
  - Select soil material free from organic matter and deleterious substances, containing no rocks or lumps over 2" in greatest dimension for backfill up to 12" above top of utility being covered. Do not permit rocks larger than 2" in greatest dimension in top 6" of backfill. 1.
  - 2.

#### 2.3 **OTHER MATERIALS**

- A. Provide other materials, not specifically described but required for a complete and proper installation, as selected by the Contractor subject to the approval of the Engineer.
- Should the quantity of suitable on-site material be insufficient to complete the work, provide suitable Β. borrow material as approved by the Engineer at no additional expense to the Owner.
- C. Provide select materials from on-site if acceptable material as approved by the Engineer is available on-site. Otherwise, provide approved select material from an off-site source.

### **PART 3 - EXECUTION**

#### PROCEDURES 3.1

- Α. Existing utilities:
  - 1. Unless shown to be removed, protect active utility lines shown on the drawings or otherwise made known to the Contractor prior to trenching. If damaged, repair or replace at no additional cost to the Owner.
  - 2. If active utility lines are encountered and are not shown on the Drawings or otherwise made known to the Contractor, promptly take necessary steps to assure that service is not interrupted.
  - 3. If service is interrupted as a result of work under this Section, immediately restore service by repairing the damaged utility at no additional cost to the Owner. If existing utilities are found to interfere with the permanent facilities being constructed under
  - 4. this Section, immediately notify the Engineer and secure his instructions. Do not proceed with permanent relocation of utilities until written instructions are received
  - 5. from the Engineer.
- Β. Locations within streets or highways:
  - Comply with South Carolina Department of Transportation's (SCDOT) "Encroachment Permit" issued for the Work, and the South Carolina Department of Transportation's (SCDOT) "A Policy for Accommodating Utilities on Highway Rights-of-Way". Take all precautions and comply with all requirements as may be necessary to protect the 1.
  - 2. improvements, including barricades for protection of traffic.
  - 3. Keep minimum of one lane open to traffic at all times where utility crosses street or highway.
- C. Protection of persons and property:
  - Barricade open holes and depressions occurring as part of the Work, and post warning lights 1. on property adjacent to or with public access.
  - Operate warning lights during hours from dusk to dawn each day and as otherwise required.
  - 2. 3. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, washout and other hazards created by operations under this Section.
- D. Dewatering:
  - 1. Remove all surface and subsurface waters from excavations and maintain the excavation in a dry condition during construction operations.
  - Maintain the ground water level a minimum of 3-feet below the trench bottom during 2. excavation, installation and backfilling. a. Material disturbed below the invert elevation due to improper dewatering shall be
    - removed and replaced with crushed stone or lean concrete at no expense to the Owner.
    - Use sumps, pumps, drains, trenching, wells, vacuum or well point system as necessary to maintain the ground water level a minimum of 3-feet below the trench b. bottom and maintain a dry excavation.
    - Dewatering by trench pumping will not be permitted if migration of fine grained natural material (running sand) from bottom, side walls or bedding material will occur. C.
    - Provide monitoring wells sufficient in size, location, number and depth to monitor the d.
    - ground water level in the construction area during excavation and backfill operations. Maintain dewatering operations until backfilling and compaction operations are e. complete.
  - 3. Dispose of water pumped from excavations in storm drains having capacity, canals, trenches or other approved locations.
    - Contractor is responsible for acquiring all permits required to discharge the water and shall protect waterways from turbidity during the operation. a.
    - b. Prevent flooding of streets, roadways, or private property
    - Provide engines driving dewatering pumps with residential type mufflers. C.
- Ε. Use means necessary to prevent dust becoming a nuisance to the public, to neighbors, and to other work being performed on or near the site.
- F. Maintain access to adjacent areas at all times.

#### 3.2 TRENCH EXCAVATION (Unclassified)

- Provide sloping, sheeting, and bracing for excavations conforming with 29CFR1926 Subpart P-Α. Excavations.
- Β. Remove all materials of whatever substance encountered.
- C. Where trenching occurs in existing lawns, remove turf in sections and keep damp. Replace turf upon completion of the backfilling.
- D. Open cut:
  - Excavate for utilities by open cut. 1.
  - 2. If conditions at the site prevent such open cut, and if approved by the Engineer, tunneling may be used.
  - Short sections of a trench may be tunneled if, in the opinion of the Engineer, the conductor can be installed safely and backfill can be compacted properly into such tunnel. Remove boulders and other interfering objects, and backfill voids left by such removals, at no 3.
  - 4. additional cost to the Owner.
  - Remove wet or otherwise unstable soil incapable of properly supporting the utility, as determined by the Engineer, to depth required and backfill to proper grade with stone bedding 5. material, at no additional cost to the Owner.
  - 6. Excavating for appurtenances:
    - Excavate for manholes and similar structures to a distance sufficient to leave at least a. 12" clear between outer surfaces and the embankment or shoring that may be used to hold and protect the banks.
    - Overdepth excavation beyond such appurtenances that has not been directed will be b. considered unauthorized. Fill with sand, gravel, or lean concrete as directed by the Engineer, and at no additional cost to the Owner.
- Trench to the minimum width necessary for proper installation of the utility, with sides as nearly vertical as possible. Accurately grade the bottom to provide uniform bearing for the utility. Ε.
- F. Provide sheeting and shoring necessary for protection of the Work and for the safety of personnel.
  - Remove in units when level of backfilling has reached the elevation necessary to protect the 1. utility work and adjacent property.
  - Sheeting at the bottom of trenches over 10' deep for sewers 15" and larger in size, shall remain in place and be cut off no less than 2" above top of pipe, at no additional cost to the 2. Owner.
- G. Depressions:
  - 1. Dig bell holes and depressions for joints after the trench has been graded. Provide uniform
  - 2.
  - bearing for the pipe on prepared bottom of the trench. Except where rock is encountered, do not excavate below the depth indicated or specified. Where rock is encountered, excavate rock to a minimum overdepth of 4" below the trench depth indicated or specified, and to provide 6" clearance in any horizontal direction from all 3. parts of the utility and appurtenances.
- H. Special requirements relating to excavation for specific types of utilities shall comply with the following:
  - 1. Water distribution lines:
    - Provide depth of cover shown or minimum cover of 36", whichever is greater. a.
    - Where minimum cover only is required, carry excavations to depths necessary to b.
    - properly grade the pipe on tangents and vertical curves as directed by the Engineer. Provide minimum clearance of 6" between pipe walls and trench walls or sheeting C. and bracing lines.
    - If minimum cover of 36" cannot be provided, then thermoplastic piping may not be d. used. Use ductile iron piping or other Engineer-approved material. Sanitary or storm sewer lines:
  - 2.
    - Comply with requirements of Section 33 4100. a.
      - Do not excavate trench more than 200' ahead of pipe laying, unless permitted by b. Engineer.
      - Maintain trench sides vertical to point not less than 2' above top of pipe. C.
  - Upper portion of trench may be sloped to any width which will not cause damage to d. adjoining structures, utilities, pavements or private property. Comply with pertinent OSHA regulations in regards to the excavation of utilities.
- I.

#### 3.3 BACKFILLING

- A. General:
  - 1. Backfill trenches and excavations immediately after the pipes are laid, unless other protection is directed or indicated.
  - 2. 3. Select and deposit backfill materials with special reference to the future safety of the pipes.
  - Reopen trenches which have been improperly backfilled, to a depth as required for proper compaction. Refill and compact as specified, or otherwise correct to the approval of the Engineer.
  - Surplus material shall be disposed of as directed by the Engineer. Original surface shall be restored to the approval of the Engineer. 4.
  - 5.
- Β. Lower portion of trench:
  - Deposit approved backfill and bedding material in layers of 6" maximum thickness, and compact with suitable tampers to the density of the adjacent soil until there is a cover of not less than 24" over sewers and 12" over other utility lines. 1.
  - 2. Take special care in backfilling and bedding operations not to damage pipe and pipe coatings.
- C. Remainder of trench:
  - Except for special materials for pavements, backfill the remainder of the trench with material free from stones larger than 6" or 1/2 the layered thickness, whichever is smaller, in any 1. dimension.
  - Deposit backfill material in layers not exceeding the thickness specified, and compact each 2. layer to the minimum density directed by the soil engineer.
- D. Adjacent to buildings: Mechanically compact backfill in 6" layers within ten (10') feet of buildings.
- Under roads, streets and other paved areas: Ε.
  - 1
  - Mechanically tamp in 6" layers using heavy duty pneumatic tampers or equal. Tamp each layer to a density equivalent of not less than 100% of an ASTM D 698 Proctor 2. Curve.
  - Provide additional compaction by leaving the backfilled trench open to traffic while maintaining the surface with crushed stone. 3.
  - Refill any settlement with crushed stone and continue such maintenance until replacement of 4. pavement is authorized by the Engineer.
- F. Undeveloped areas:
  - Backfill in wooded, swampy or undeveloped areas shall be as specified hereinbefore, except that tamping of the backfill above a level 2' over the top of the pipe will not be required. Mound excavated material neatly over the ditch to provide for future settlements. 1.
  - 2.

### **SECTION 31 2513**

### **EROSION CONTROLS**

### **PART 1 - GENERAL**

#### 1.1 DESCRIPTION

Work included: Provide protection of the environment during the construction of this project to reduce Α. soil erosion and siltation to the lowest reasonably achievable level.

#### 1.2 GENERAL

A. Exercise every reasonable precaution, throughout the life of the project, to prevent the eroding of soil and the silting of rivers, streams, lakes, reservoirs, other water impoundments, ground or roadway surfaces, or other property. Erosion control practices to be used for this project are shown on the drawings and are to conform to South Carolina Department of Health and Environmental Control regulations.

# **PART 2 - PRODUCTS**

#### 2.1 **CRUSHED STONE**

- Provide No. 1 aggregate (ASTM C 33) as defined in Section 815 of the SCDOT Standard Specifications for Highway Construction, Latest Edition, for the stabilized construction entrance and Α. exit.
- Provide #57 crushed stone for temporary sediment barriers around inlets and for temporary stone Β. check dams.

#### 2.2 SILT FENCE

- A. All posts to be self-fastener angle steel, 5' in length.
  - 1. Wooden posts are not acceptable.
- Β. Woven wire shall conform to the requirements of ASTM A 116, Class I zinc coating for wire. Each woven square shall measure 5.33" X 12". The top and bottom wires shall be 10 gauge. All other wires shall be 12-1/2 gauge.
  - 1. Securely attach woven wire to posts with wire ties.
- Provide filter fabric meeting the requirements of the South Carolina Department of Health and Environmental Control (SCDHEC), complying with the most current edition of the SCDOT Standard Specifications for Highway Construction and appearing on the SCDOT Approved Materials Sheet #34. C.

  - Limit splices in filter fabric using continuous rolls whenever possible. Whenever splices are necessary a minimum overlap of 6" is required and all splices must 1. 2.
- Securely attach filter fabric to top of woven wire and at posts with wire ties.
   Securely attach filter fabric to top of woven wire and at posts with wire ties.
   Silt fences should be continuous and transverse to the flow. The silt fence should follow the contours of the site as closely as possible. Place the fence such that the water cannot runoff around the end of D. the fence.

#### 2.3 **EROSION CONTROL BLANKET**

- Use erosion control blanket S150, from North American Green or approved equal. A.
  - Use Biostakes where staples are required or indicated on the drawings for stabilization. 1. Staple in pattern recommended by blanket manufacturer.
  - 2. Staple locations must be clearly marked on the blanket when stakes are used.

# 2.4 FILTER FABRIC (Temporary Stone Check Dam)

A. Use Stabilenka Filter Fabric (T-140N), Mirafil (140N) or approved equal.

# PART 3 - EXECUTION

# 3.1 GENERAL

A. Construct and maintain all erosion control measures until the substantial completion of the project.

# 3.2 TEMPORARY GRASSING

- A. Provide a temporary cover for erosion control on disturbed areas that will remain unstabilized for a period of more than 30 days.
- B. This practice applies to cleared areas, diversions, dams, temporary sediment basins, temporary road banks, and topsoil stockpiles where vegetation is needed for less than 1 year.
- C. Provide grassing on slope 5% or greater within 14 days of disturbance.

# 3.3 SILT FENCE

- A. Provide silt fence barrier where shown on the plans and on utility construction parallel to the disturbed trench where perpendicular sheet flow runoff occurs on disturbed areas with slopes greater than 4%.
- B. Place at the extreme limits of the area to be disturbed as shown.
- C. Construct temporary sediment barriers of filter fabric, buried at the bottom, stretched and supported by posts and install below small disturbed areas as indicated on the drawings to retain sediment by reducing the flow velocity to allow sediment deposition.
- D. Space posts 10'-0" on center, maximum or as indicated on the drawings.
- E. Remove sediment deposits prior to reaching one-third height of the fence.
- F. Monitor site frequently and place additional silt fencing should evidence indicate that erosion is about to occur at locations other than those shown on plan.

# 3.4 EROSION CONTROL BLANKET

A. Provide on areas as shown on the plans or on all embankments with slopes equal to or steeper than 2-1/2:1.

### 3.5 TEMPORARY STONE CHECK DAMS

- A. Utilize temporary stone check dams as indicated on the plans or directed by Engineer.
- B. Provide temporary stone check dams constructed of both rip-rap and #57 stone, as illustrated on the plans.

### 3.6 MAINTENANCE

- A. Place all erosion control devices or measures prior to any land disturbing activity within the drainage area they are located.
- B. Inspect erosion control devices and clean or otherwise remove silt buildup as necessary once a week or 24-hours following a rain event of  $\geq 0.1$ ".

### 3.7 REMOVAL

A. Remove temporary structures after protected areas have been stabilized.

# **SECTION 31 3716** RIP-RAP

# **PART 1 - GENERAL**

#### 1.1 DESCRIPTION

- A. Work included: Furnishing all labor, materials, and equipment and performing all operations in conjunction with placing protective coatings of broken stone in accordance with these specifications and in conformity with the lines, grades and thicknesses shown on the plans or established by the Engineer.
- Β. Related work: Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.

#### 1.2 **QUALITY ASSURANCE**

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

#### 1.3 SUBMITTALS

A. Comply with pertinent provisions of submittal requirements.

### **PART 2 - PRODUCTS**

#### 2.1 STONE FOR HAND PLACED RIP-RAP

- A. Provide rip-rap which:
  - 1.
  - Has thickness of 12" minimum. Weighs a minimum of 25 lbs. to a maximum of 150 lbs. Has at least 60% of stone weighing more than 60 lbs. 2. 3.

  - 4. Has limited spading and brooming.

#### 2.2 **FILTER FABRIC**

Provide Mirafi 600X or approved equal. A.

# **PART 3 - EXECUTION**

#### 3.1 HAND PLACED RIP-RAP

- A. Where thickness is not shown on the plans, it shall be 12".
- Β. The slope upon which this rip-rap is to be placed shall conform with the cross section shown on the plans or as directed by the Engineer.
- C. Properly compact depressions that may be filled in trimming and shaping the slope.
- D. Install filter fabric, lapping sides 12".
- Ε. Begin placing in a trench at least 2' below the toe of the slope.
- F. Firmly imbed against the slope and the adjoining piece with the sides in contact and with broken joints.
- G. Fill the spaces between the larger pieces with spalls of suitable size, thoroughly ram into place.
- Η. The finished surface shall present an even, tight surface true to line, grade and section.

### **SECTION 33 4100**

### STORM UTILITY DRAINAGE PIPING

# **PART 1 - GENERAL**

#### 1.1 DESCRIPTION

- Work included: Provide storm drainage sewer as shown on the drawings, specified herein, and Α. needed for a complete and proper installation.
- Β. Related work:
  - Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these specifications. Section 31 2333 Trenching. 1.
  - 2.

#### QUALITY ASSURANCE 1.2

- Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the Α. necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.
- Β. All materials in this Section are to be manufactured in the United States.

#### 1.3 SUBMITTALS

- Comply with pertinent provisions of submittal requirements. Α.
- Product data: Within 35 calendar days after the Contractor has received the Owner's Notice to Β. Proceed, submit:
  - 1.
  - Materials list of items proposed to be provided under this Section. Manufacturer's specifications and other data needed to prove compliance with the specified 2 requirements.

#### 1.4 **PRODUCT HANDLING**

Comply with pertinent provisions of product handling requirements. Α.

#### 1.5 ORDER AND ACCEPTANCE OF WORK

- Engineer shall direct on what line or street the Contractor shall work and the order thereof. Α.
  - 1. Generally, work shall commence at the lower end of a system and proceed upgrade.

#### 1.6 **PROTECTION OF OTHER UTILITIES**

- Α. Location:
  - 1. Approximate location of certain known underground lines is shown.
  - 2. 3. Existing small lines not shown.
  - Locate small and other possible utility lines using electronic pipe finder, or other approved method.
  - 4. Excavate and expose existing underground utilities ahead of trenching operations.
- Repair or replace any damaged utility line or structure at no additional cost to Owner. Β.

#### 1.7 **CONFLICTING UTILITIES**

Where alterations to existing utilities are shown to avoid conflicts, make alterations at no cost to Α. Owner.

# **PART 2 - PRODUCTS**

#### 2.1 GENERAL

- Α. Pipe shall be subject to Engineer's observation, at plant, trench or other point of delivery, for culling and rejecting pipe, independent of laboratory tests, not conforming to specifications.
- Β. Rejected pipe will be marked by the Engineer and Contractor shall remove it from project site.

#### 2.2 PIPE AND MATERIALS

- A. Reinforced concrete pipe (RCP):
  - 1
  - 2. 3. 4. 5.
- Pipe to comply with ASTM C-76 for Class III, Wall B.
  Furnish pipe with joints designed for flexible watertight gaskets.
  Provide integral bell and spigot joints.
  Tongue and groove joints may be provided in non-traffic areas.
  Provide gaskets on bell and spigot pipe:
  a. O-ring rubber complying with ASTM C-443; or
  b. Preformed plastic gaskets complying with AASHTO Designation M-198 for Type B, Flexible Plastic Gasket.
- Β. High density polyethylene pipe (HDPE):
  - Manufacture from High Density Polyethylene (HDPE) virgin compounds conforming to cell classifications as listed in AASHTO M-252 and M-294, Type S, MP7-97 (Type D and DP). Form with annular corrugation, conforming to AASHTO M-294. 1. 2.
    - - a. Furnish a Certificate of Compliance to the Engineer for each type of plastic pipe furnished.
        - Provide integrated bell and spigot joints with ASTM F-477 rubber gasket on spigot b. end.

#### 2.3 DRAINAGE STRUCTURES

- Use precast concrete units acceptable to SCDOT. A.
- Β. All other precast structures (i.e., headwalls, flared end sections, etc.) shall be approved by Engineer prior to installation.

#### 2.4 **OTHER MATERIALS**

Provide other materials, not specifically described but required for a complete and proper installation, Α. as selected by the Contractor subject to the approval of the Engineer.

### **PART 3 - EXECUTION**

#### 3.1 LAYING OUT WORK

- A. Provide all materials, labor, instruments, etc. required to lay out Work.
- Β. Prepare "cut sheets" under direct supervision of the Engineer.
- Exercise proper precaution to verify figures on the drawings prior to laying out Work. Contractor will be held responsible for any errors therein that otherwise might have been avoided. C.
- D. Promptly inform Engineer of errors or discrepancies found, in order that proper corrections may be made.

#### 3.2 INSTALLATION

- Trench, backfill and compact for the work of this Section in strict accordance with pertinent provisions of Section 31 2333 of these specifications, and the following requirements: A.
  - Maximum trench widths, depths, bedding and tamping methods and requirements shall be in 1.
    - accordance with the details in the plans or as required by SCDOT "Standard Specifications for Highway Construction," latest edition. Additionally:
       a. Where trenches are excavated beyond specified widths, or trench walls collapse, lay sewer complying with requirements of the next better class of bedding at no additional cost to the Owner.
    - Include cost of special bedding and tamping in unit prices bid for sewer. b.

- Bedding shall be designed in accordance with ASTM C12 types A,B,C for rigid C. pipe and ASTM D2321 – Types I,II,III – for flexible pipe.
- Β. Pipe laying:
  - 1. General:
    - Protect pipe during handling against shocks and free fall. Remove extraneous а material from the pipe interior. Lay pipe by proceeding upgrade with the spigot ends of bell-and-spigot pipe pointing
    - b. in direction of flow.
    - Lay each pipe accurately to the indicated line and grade, aligning so the sewer has a c. uniform invert.
    - Continually clear interior of the pipe free from foreign material. d.
  - 2.
- a. Continually clear interior of the pipe free from foreign material.
  e. Before making pipe joints, clean and dry all surfaces of the pipe to be joined.
  f. Use gasket lubricants or joint primers as recommended by the pipe manufacturer.
  g. Place, fit, join and adjust the joints to obtain the degree of water tightness required.
  Reinforced concrete pipe (RCP):
  a. Select proper bedding class required by the SCDOT "Standard Specifications for Highway Construction", latest edition, determined by pipe size and depth of cut.
  - Provide uniform and continuous support of pipe barrel between bell holes when utilizing Class D bedding. b.
  - C. Joints:
    - O-ring gaskets: Lubricate and manufacturer's recommendations. Lubricate and install gaskets in accordance with 1)
      - Align the pipe with previously installed pipe, and push the joint together. Using feeler gage, determine that gasket is properly fitted. a) Preformed plastic gaskets:
    - 2)
      - Apply primer to clean, dry joint surfaces and allow to dry. Attach plastic strips end to end to the leading edge of the tongue, a
        - b forming a continuous gasket around the entire circumference of the joint.
        - C) Align pipe with previously laid joint and push the joint together. Sufficient pressure shall be applied to assure the joint is home and slight squeeze out of the gasket materials occurs.
  - 3.
- slight squeeze out of the gasket materials occurs.
  High density polyethylene pipe (HDPE):
  a. Provide proper equipment for hoisting and lowering pipe into the trench without damaging the pipe or disturbing the bedding and the sides of the trench.
  b. Remove shipping collars prior to placing pipe in trench.
  c. Lay pipe with the green stripe up.
  d. Align the joint and push the spigot home.
  e. Use a bar and wood block on larger diameters when necessary making sure the block protects the pipe end from the bar.
  f. When pushing the joint home.

  - When pushing the joint home, make sure the bedding material is not pulled into the bell by the spigot. f.
  - Take up and re-lay any pipe which is not in alignment or which shows any undue settlement after laying, without additional compensation. g.

#### 3.3 MANHOLES AND PRECAST STRUCTURES

- A. Set bases level so that walls will be plumb.
- B. Apply joint sealer, or ring gasket to wall section(s), set firmly in place to assure watertight joints.
- Form manhole invert channels directly in the concrete of the manhole base, with mortar, or by laying full section sewer pipe through the manhole and breaking out the top half after surrounding concrete C. has hardened. Smooth the floor of the manhole outside the channels, and slope toward the channels at not less than 1" per foot and no more than 2" per foot.
  - 1. Shape the invert channels to be smooth and semicircular, conforming to the inside of the adjacent sewer section.
  - 2. Make changes in direction of flow with a smooth curve of as large a radius as the size of the manhole will permit.
  - Make changes in size and grade of channels smoothly and evenly. Slope invert uniformly from invert of inlet to invert of outlet. 3. 4.

#### 3.4 **OBSERVATIONS**

#### Α. General:

- 1.
- 2. 3. 4. 5.
- Clean and prepare for observation each block or section of sewer upon completion, or at such other time as the Engineer may direct. Each section between manholes shall show a full circle of light when viewed from either end. Repair all visible leaks. Correct broken or cracked pipe, mislaid pipe and other defects. All repairs, relaying of sewers, etc. required to bring the sewers to specified status shall be made at no additional cost to the Owner.