

**CONTRACT DOCUMENTS AND SPECIFICATIONS
FOR
RE BID
USC UPSTATE DITCH SECTION MAINTENANCE & REPAIRS
STATE PROJECT #H34-9544-JM-E
FOR
UNIVERSITY OF SOUTH CAROLINA**

URS CORPORATION PROJECT NO. 46423272

June, 2014

BID DOCUMENTS

*THESE DOCUMENTS ARE FOR THE
PURPOSE OF SOLICITATION OF BIDS
AND ARE NOT FOR USE FOR CONSTRUCTION.*

CONTRACTOR: _____

ADDRESS: _____

CONTRACTOR'S LICENSE NUMBER: _____



URS Corporation
101 Research Drive
Columbia, SC 29203
(803) 254-4400 FAX: (803) 771-6676

**RE BID
USC UPSTATE DITCH SECTION MAINTENANCE &
REPAIRS**

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PROJECT NAME: RE BID - USC Upstate Ditch Section Maintenance & Repairs

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00851 Drawing Index

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01061 Permits and Rights-of-Way
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01220 Project Meetings
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DIVISION 2 - SITE WORK

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02721 Sewers: Storm Drainage
02930 Grassing



DIVISION 3 - CONCRETE

03300 Cast-in-Place Concrete

DIVISIONS 4 THROUGH 16 – (NOT USED)

END OF SECTION

SE-310
REQUEST FOR ADVERTISEMENT

2011 Edition
Rev. 7/20/2011

PROJECT NAME: RE BID - USC Upstate Ditch Section Maintenance & Repairs

PROJECT NUMBER: H34-9544-JM-E

PROJECT LOCATION: USC Upstate campus, Spartanburg, SC: North Campus Blvd.

Contractor may be subject to performance appraisal at close of project

BID SECURITY REQUIRED? Yes No

PERFORMANCE & PAYMENT BONDS REQUIRED? Yes No

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

DESCRIPTION OF PROJECT: Provide labor and materials as required to perform site development work for the University of South Carolina. Work scope includes grading, storm drainage, erosion control, etc. Bidders are responsible for obtaining all documentation from the USC purchasing website www.purchasing.sc.edu. See "Facility Construction Solicitation and Awards". Small and minority business participation is encouraged.

A/E NAME: URS

A/E CONTACT: Mr. Bryan E. Thomas, P.E.

A/E ADDRESS: 101 Research Drive

City: Columbia

State: SC ZIP: 29203

EMAIL: bryan.thomas@urs.com

TELEPHONE: (803) 254-4400

FAX: (803) 771-6676

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

BIDDING DOCUMENTS/PLANS MAY BE OBTAINED FROM: <http://purchasing.sc.edu> (See Facilities/Construction Solicitations and Awards) **Vendor accepts responsibility for all downloaded information from USC's website.**

PLAN DEPOSIT AMOUNT: \$0 **IS DEPOSIT REFUNDABLE:** Yes No

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

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

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

DATE: 6/24/14 **TIME:** 9:30 AM **PLACE:** USC Upstate – Facilities Conference Room

155 American Way, Spartanburg, SC 29303

AGENCY: University of South Carolina

NAME OF AGENCY PROCUREMENT OFFICER: Juaquana Brookins

ADDRESS: Street/PO Box: 743 Greene Street

City: Columbia

State: SC ZIP: 29208

EMAIL: jbrookin@fmc.sc.edu

TELEPHONE: (803) 777-3596

FAX: (803) 777-0160

BID CLOSING DATE: 7/8/14 **TIME:** 2:00 PM **LOCATION:** USC (Columbia) – Facilities Management

743 Greene Street, Columbia, SC 29208

BID DELIVERY ADDRESSES:

HAND-DELIVERY:

Attn: Juaquana Brookins
USC Campus Planning & Construction
743 Greene Street
Columbia, SC 29208

MAIL SERVICE:

Attn: Juaquana Brookins
USC Campus Planning & Construction
743 Greene Street
Columbia, SC 29208

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

APPROVED BY (Office of State Engineer): _____

DATE: _____

Section AIA A701-1997

Instruction to Bidders

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

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

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

End of Section AIA A701-1997

OSE FORM 00201**STANDARD SUPPLEMENTAL INSTRUCTIONS TO BIDDERS****OWNER:** University of South Carolina**PROJECT NUMBER:** H34-9544-JM-E**PROJECT NAME:** RE BID - USC Upstate Ditch Section Maintenance & Repairs**PROJECT LOCATION:** USC Upstate Campus, Spartanburg, SC, North Campus Blvd.**PROCUREMENT OFFICER:** Juaquana Brookins**1. STANDARD SUPPLEMENTAL INSTRUCTIONS TO BIDDERS**

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

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

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

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

2. MODIFICATIONS TO A701-1997

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

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

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

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

2.4. *In Section 2.1.1:*

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

Insert the following at the end of this section:

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

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

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

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

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

2.2 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

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

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

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

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

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

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

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

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

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

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

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

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

2.3 DRUG FREE WORKPLACE

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

2.4 CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS

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

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

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

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

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

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

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

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

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

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

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

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

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

2.5 ETHICS CERTIFICATE

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

2.6 RESTRICTIONS APPLICABLE TO BIDDERS & GIFTS

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

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

2.7. Delete Section 3.1.1 and substitute the following:

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

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

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

2.10. Insert the following Section 3.1.5

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

2.11. In Section 3.2.2:

Delete the words "and Sub-bidders"

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

2.12. In Section 3.2.3:

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

Insert the following at the end of the section:

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

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

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

2.14. Delete Section 3.3.2 and substitute the following:

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

2.15. Delete Section 3.4.3 and substitute the following:

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

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

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

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

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

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

2.19. Delete Section 4.1.3 and substitute the following:

4.1.3 Sums shall be expressed in figures.

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

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

2.21. Delete Section 4.1.5 and substitute the following:

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

2.22. Delete Section 4.1.6 and substitute the following:

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

2.23. Delete Section 4.1.7 and substitute the following:

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

2.24. Delete Section 4.2.1 and substitute the following:

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

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

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

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

2.26. Delete Section 4.2.3 and substitute the following:

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

2.27. Insert the following Section 4.2.4:

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

2.28. Delete Section 4.3.1 and substitute the following:

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

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

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

2.30. Delete Section 4.4.2 and substitute the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

6.1 CONTRACTOR'S RESPONSIBILITY

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

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

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

2.37. *Insert the following Section 6.4*

6.4 CLARIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9.2 CONTRACTOR LICENSING

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

9.3 SUBMITTING CONFIDENTIAL INFORMATION

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

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

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

9.4 POSTING OF INTENT TO AWARD

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

Room or Area of Posting: Receptionist Area

Building Where Posted: Facilities Management Center

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

WEB site address (if applicable): <http://purchasing.sc.edu/>, see "Facilities/Construction Solicitations/Awards"

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

9.5 PROTEST OF SOLICITATION OR AWARD

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

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

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

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

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

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

9.6 SOLICITATION INFORMATION FROM SOURCES OTHER THAN OFFICIAL SOURCE

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

9.7 BUILDER'S RISK INSURANCE

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

OSE FORM 00201

STANDARD SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

9.8 TAX CREDIT FOR SUBCONTRACTING WITH MINORITY FIRMS

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

§ 9.9 OTHER SPECIAL CONDITIONS OF THE WORK

None

END OF DOCUMENT

Section AIA A310-2010

Bid Bond

Bid Bond, AIA Document A310-2010 Edition, is incorporated into the Contract Documents by reference herein.

Copies of Bid Bond, AIA Document A310-2010, may be obtained from the American Institute of Architects, 1735 New York Avenue, N.W., Washington, DC 20006, or from local AIA offices and reprographic offices.

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

End of Section AIA A301-2010

**SE-330 – LUMP SUM BID
BID FORM**

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

BID SUBMITTED BY: _____
(Bidder's Name)

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

FOR PROJECT: PROJECT NAME RE BID - USC Upstate Ditch Section Maintenance & Repairs
PROJECT NUMBER H34-9544-JM-E

OFFER

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

§ 2. Pursuant to Section 11-35-3030(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:

ADDENDUM No: _____

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

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

§ 6.1 BASE BID WORK (as indicated in the Bidding Documents and generally described as follows): Provide labor and materials as required to perform site development work for the University of South Carolina. Work scope includes Grading, storm drainage, erosion control, etc. per the plans .

_____, which sum is hereafter called the Base Bid.
(Bidder - insert Base Bid Amount on line above)

SE-330 – LUMP SUM BID BID FORM

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

ALTERNATE # 1 (Brief Description): N/A

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): N/A

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): N/A

ADD TO or DEDUCT FROM BASE BID: _____

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

**SE-330 – LUMP SUM BID
 BID FORM**

2011 Edition
 Rev. 9/21/2011

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

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

SUBCONTRACTOR SPECIALTY By License Classification and/or Subclassification (Completed by Owner)	SUBCONTRACTOR'S PRIME CONTRACTOR'S NAME (Must be completed by Bidder) BASE BID	SUBCONTRACTOR'S PRIME CONTRACTOR'S SC LICENSE NUMBER
Not required		
ALTERNATE 1		
ALTERNATE 2		
ALTERNATE 3		

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

INSTRUCTIONS FOR SUBCONTRACTOR LISTING

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

**SE-330 – LUMP SUM BID
BID FORM**

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

§ 9. TIME OF CONTRACT PERFORMANCE AND LIQUIDATED DAMAGES

a. **CONTRACT TIME:** Bidder agrees that the Date of Commencement of the Work shall be established in a Notice to Proceed to be issued by the Owner. Bidder agrees to substantially complete the Work within **60** calendar days from the Date of Commencement, subject to adjustments as provided in the Contract Documents.

b. **LIQUIDATED DAMAGES:** Bidder further agrees that from the compensation to be paid, the Owner shall retain as Liquidated Damages the sum of \$250.00 for each calendar day the actual construction time required to achieve Substantial Completion exceeds the specified or adjusted time for Substantial Completion as provided in the Contract Documents. This sum is intended by the parties as the predetermined measure of compensation for actual damages, not as a penalty for nonperformance.

§ 10. AGREEMENTS

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

§ 11. ELECTRONIC BID BOND

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

Electronic Bid Bond Number: _____

Signature and Title: _____

**SE-330 – LUMP SUM BID
BID FORM**

BIDDER'S TAXPAYER IDENTIFICATION

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER: _____

OR

SOCIAL SECURITY NUMBER: _____

CONTRACTOR'S CLASSIFICATIONS AND SUBCLASSIFICATIONS WITH LIMITATIONS

Classification(s) & Limits: _____

Subclassification(s) & Limits: _____

SC Contractor's License Number(s): _____

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

SIGNATURE

BIDDER'S LEGAL NAME: _____

ADDRESS: _____

BY: _____
(Signature)

DATE: _____

TITLE: _____

TELEPHONE: _____

EMAIL: _____

Section AIA A101-2007

Standard Form of Agreement Between Owner and Contractor

The Standard Form of Agreement Between Owner and Contractor, AIA Document A101-2007 Edition shall be the form of agreement and is incorporated into the Contract Documents by reference herein.

Copies of Standard form of Agreement Between Owner and Contractor, AIA Document A101-2007, may be obtained from the American Institute of Architects, 1735 New York Avenue, N.W., Washington, DC 20006, or from local AIA offices and reprographic offices.

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

End of Section AIA A101-2007

OSE FORM 00501

STANDARD MODIFICATIONS TO AGREEMENT BETWEEN OWNER AND CONTRACTOR

OWNER: University of South Carolina

PROJECT NUMBER: H34-9544-JM-E

PROJECT NAME: RE BID - USC Upstate Ditch Section Maintenance & Repairs

1. STANDARD MODIFICATIONS TO AIA A101-2007

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

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

2. MODIFICATIONS TO A101

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.8. *In Section 5.1.9, delete the words “Except with the Owner’s prior approval, the” before the word “Contractor.”*

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

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

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

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

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

Name: Mr. Tom Opal
Title: Senior Project Manager
Address: 743 Greene Street, Columbia, SC 29208
Telephone: 803-777-7076 **FAX:** 803-777-8739
Email: tnopal@fmc.sc.edu

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

Name: Ms. Ann Derrick
Title: Project Manager
Address: 743 Greene Street, Columbia, SC 29208
Telephone: 803-777-5811 **FAX:** 803-777-8739
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: _____
Title: _____
Address: _____
Telephone: _____ **FAX:** _____
Email: _____

OSE FORM 00501
STANDARD MODIFICATIONS TO AGREEMENT BETWEEN
OWNER AND CONTRACTOR

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

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

2.14. *Add the following Section 8.6.1:*

8.6.1 The Architect/Engineer's representative:

Name: Mr. Bryan E. Thomas, P.E., URS Corporation
Title: Project Manager
Address: 101 Research Drive, Columbia, SC 29203
Telephone: 803-254-4400 **FAX:** 803-771-6676
Email: bryan.thomas@urs.com

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

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

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

END OF DOCUMENT

Section AIA A201-2007

General Conditions of the Contract

The General Conditions of the Contract for Construction, AIA Document A201-2007 Edition, shall be the form of General Conditions, and is incorporated into the Contract Documents by reference.

Copies of the General Conditions, AIA Document A201, 2007 Edition, may be obtained from the American Institute of Architects, 1735 New York Avenue, N.W., Washington, DC 20006, or from local AIA offices and reprographic offices.

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

End of Section AIA A201-2007

OSE FORM 00811

STANDARD SUPPLEMENTARY CONDITIONS

OWNER: University of South Carolina

PROJECT NUMBER: H34-9544-JM-E

PROJECT NAME: RE BID - SC Upstate Ditch Section Maintenance & Repairs

1 GENERAL CONDITIONS

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

2 STANDARD SUPPLEMENTARY CONDITIONS

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

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

3 MODIFICATIONS TO A201-2007

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

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

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

3.3 *Add the following Section 1.1.9:*

1.1.9 NOTICE TO PROCEED

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

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

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

3.5 *Delete Section 1.5.1 and substitute the following:*

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

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3.6 *Delete Section 2.1.1 and substitute the following:*

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

3.7 *Delete Section 2.1.2 and substitute the following:*

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

3.8 *Delete Section 2.2.3 and substitute the following:*

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

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

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

3.10 *Delete Section 2.2.5 and substitute the following:*

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

3.11 *Add the following Sections 2.2.6 and 2.2.7:*

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

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

3.12 *Delete Section 2.4 and substitute the following:*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

acceptable to the Owner,

3.22 *Delete Section 3.9.2 and substitute the following:*

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

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

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

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

3.24 *Delete Section 3.10.3 and substitute the following:*

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

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

3.25 *Add the following Section 3.10.4:*

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

3.26 *Add the following Section 3.12.5.1:*

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

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

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

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

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3.29 Add the following Sections 3.13.2 and 3.13.3:

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

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

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

including loss of use resulting therefrom,

3.31 *Delete Section 4.1.1 and substitute the following:*

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

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

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

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

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

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

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

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

Work completed and correlated with the

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

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

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

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

3.38 *Delete Section 4.2.14 and substitute the following:*

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

3.39 *Delete Section 5.2.1 and substitute the following:*

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

3.40 *Delete Section 5.2.2 and substitute the following:*

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

3.41 *In the first sentence of Section 5.2.3, delete the words "...or Architect..." in the two places they appear.***3.42** *Delete the words "...or Architect..." in the in the first sentence of Section 5.2.4 and insert the following sentence at the end of Section 5.2.4:*

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

3.43 *Add the following Section 5.2.5:*

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

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

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

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

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

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

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

3.45 *Delete the last sentence of Section 5.4.1.*

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

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

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

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

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

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

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

3.49 *Delete Section 7.2.1 and substitute the following:*

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

- .1 The change in the Work;

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

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

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

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

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

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

3.51 *Delete 7.3.3 and substitute the following:*

7.3.3 PRICE ADJUSTMENTS

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

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

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

3.52 *Delete Section 7.3.7 and substitute the following:*

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

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

3.53 *Delete Section 7.3.8 and substitute the following:*

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

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

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

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

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

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

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

§ 7.6.3 Records Retention.

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

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3.55 Delete Section 8.2.2 and substitute the following:

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

3.56 Delete Section 8.3.1 and substitute the following:

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

3.57 Insert the following at the end of Section 9.1:

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

3.58 Delete Section 9.2 and substitute the following:

9.2 SCHEDULE OF VALUES

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

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

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

3.59 Delete Section 9.3.1 and substitute the following:

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

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

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

Insert the following at the end of Section 9.3.2:

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

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

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

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

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

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

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

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

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

3.64 *Delete Section 9.7 and substitute following:*

9.7 FAILURE OF PAYMENT

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

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

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

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

3.67 *Delete Section 9.8.3 and substitute the following:*

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

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

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

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

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

3.70 *Delete Section 9.10.1 and substitute the following:*

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

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

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

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

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

3.73 Delete Section 9.10.5 and substitute the following:

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

3.74 Add the following Section 9.10.6:

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

3.75 Delete Section 10.3.1 and substitute the following:

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

3.76 Insert the following at the end of Section 10.3.2:

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

3.77 Delete Section 10.3.3 and substitute the following:

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

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

In addition to its obligations under Section 3.18, the

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

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

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

3.81 *Delete 11.1.2 and substitute the following:*

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

(1) COMMERCIAL GENERAL LIABILITY:

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

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

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

(3) WORKER’S COMPENSATION:

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

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

3.82 *Delete Section 11.1.3 and substitute the following:*

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

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

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

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

3.83 *Delete Section 11.1.4 and substitute the following:*

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

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

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

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

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

3.87 *Delete Section 11.3.2 and substitute the following:*

11.3.2 BOILER AND MACHINERY INSURANCE

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

3.88 *Delete Section 11.3.3 and substitute the following:*

11.3.3 LOSS OF USE INSURANCE

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

3.89 *Delete Section 11.3.4 and substitute the following:*

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

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

3.91 *Delete Section 11.3.6 and substitute the following:*

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

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

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

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

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

3.94 Delete Section 11.3.9 and substitute the following:

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

3.95 Delete Section 11.3.10 and substitute the following:

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

3.96 Delete Section 11.4.1 and substitute the following:

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

3.97 Delete Section 11.4.2 and substitute the following:

11.4.2 The Performance and Labor and Material Payment Bonds shall:

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

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3.98 *Add the following Sections 11.4.3 and 11.4.4:*

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

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

3.99 *Delete Section 12.1.1 and substitute the following:*

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

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

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

unless otherwise provided in the Contract Documents.

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

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

3.103 *Delete Section 13.1 and substitute the following:*

13.1 GOVERNING LAW

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

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

13.2 SUCCESSORS AND ASSIGNS

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

3.105 *Delete Section 13.3 and substitute the following:*

13.3 WRITTEN NOTICE

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

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

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

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

Unless expressly provided otherwise,

3.107 *Add the following Section 13.4.3:*

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

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

3.5 Warranty

3.17 Royalties, Patents and Copyrights

3.18 Indemnification

7.6 Cost or Pricing Data

11.1 Contractor's Liability Insurance

11.4 Performance and Payment Bond

15.1.6 Claims for Listed Damages

15.1.7 Waiver of Claims Against the Architect

15.6 Dispute Resolution

15.4 Service of Process

3.108 *Delete Section 13.6 and substitute the following:*

13.6 INTEREST

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

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

3.110 *Add the following Sections 13.8 through 13.16:*

13.8 PROCUREMENT OF MATERIALS BY OWNER

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

13.9 INTERPRETATION OF BUILDING CODES

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

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

13.11 SEVERABILITY

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

13.12 ILLEGAL IMMIGRATION

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

13.13 SETOFF

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

13.14 DRUG-FREE WORKPLACE

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

13.15 FALSE CLAIMS

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

13.16 NON-INDEMNIFICATION:

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

3.111 *Delete Section 14.1.1 and substitute the following:*

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

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

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

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

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

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

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

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

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

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

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

3.119 *Delete Section 14.4.1 and substitute the following:*

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

3.120 *Delete Section 14.4.2 and substitute the following:*

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

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

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

3.121 *Delete Section 14.4.3 and substitute the following:*

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

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

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

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

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

14.5 CANCELLATION AFTER AWARD BUT PRIOR TO PERFORMANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15.6 DISPUTE RESOLUTION

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

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

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

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

15.6.5 SERVICE OF PROCESS

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

3.132 Add the following Article 16:

ARTICLE 16 PROJECT-SPECIFIC REQUIREMENTS AND INFORMATION

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

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

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

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

Remarks: The University of South Carolina will procure required inspections directly.

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

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

None

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

Refer to 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)*

Refer to specifications

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

None

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

Refer to specifications

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

None

USC SUPPLEMENTAL GENERAL CONDITIONS
FOR CONSTRUCTION PROJECTS

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

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

18. Any damage to existing landscaping (including lawn areas) will be remediated before final payment is made.
19. Orange safety fence to be provided by the contractor. (USC Arborist, Kevin Curtis may be contacted at 777-0033 or 315-0319)

Campus Vehicle Expectations

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

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

Name: _____
Address: _____

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

Name: _____
Address: _____

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

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

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

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

State Project Name: RE BID - USC Upstate Ditch Section Maintenance & Repairs
Project Number: H34-9544-JM-E
Brief Description of Awarded Work, as found on the SE-330, Bid Form: Provide labor and materials as required to perform site development work for the University of South Carolina. Work scope includes grading, storm drainage, erosion control, etc.

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

Name: URS Corporation
Address: 101 Research Drive
Columbia, SC 29203

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

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

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

CONTRACTOR

SURETY

By: _____
(Seal)

By: _____
(Seal)

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____
(Attach Power of Attorney)

Witness: _____

Witness: _____

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

Performance Bond

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. Definitions

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

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

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

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

Name: _____
Address: _____

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

Name: _____
Address: _____

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

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

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

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

Project Name: RE BID USC Upstate Ditch Maint/ Repairs
Project Number: H34-9544-JM-E
Brief Description of Awarded Work, as found on the SE-330, Bid Form: Provide labor and materials as required to perform site development work for the University of South Carolina. Work scope includes Grading, storm drainage, erosion control, etc.

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

Name: URS Corporation
Address: 101 Research Drive
Columbia, SC 29203

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

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

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

CONTRACTOR

SURETY

By: _____
(Seal)

By: _____
(Seal)

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____
(Attach Power of Attorney)

Witness: _____

Witness: _____

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

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

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

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

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

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

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

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

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

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

13. DEFINITIONS

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

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

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

CONSTRUCTION CHANGE ORDER

Change Order No.:	
--------------------------	--

Agency: University of South Carolina

Project Number: H34-9544-JM-E

Project Name: RE BID - USC Upstate Ditch Section Maintenance & Repairs

Contractor:

Contract Dated: _____ **For:** _____

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

Adjustments in the Contract Sum:

1. Original Contract Sum: -----		
2. Change in Contract Sum by previously approved Change Orders: -----	<input type="text"/>	
3. Contract Sum prior to this Change Order: -----		<input type="text" value="\$0.00"/>
4. Amount of this Change Order: -----	<input type="text"/>	
5. New Contract Sum, including this Change Order: -----		<input type="text" value="\$0.00"/>

Adjustments in Contract Time:

1. Original Substantial Completion Date: -----		<input type="text"/>
2. Sum of previously approved increases and decreases: -----	<input type="text"/> Days	
3. Changes in Days for this Change Order: -----	<input type="text"/> Days	
4. New Substantial Completion Date: -----		<input type="text"/>

Contractor Acceptance:

BY: _____ **Date:** _____
(Signature of Representative)
Print Name: _____

Architect Recommendation for Acceptance:

BY: _____ **Date:** _____
(Signature of Representative)
Print Name: _____

Agency Acceptance and Certification

BY: _____ **Date:** _____
(Signature of Representative)
Print Name: _____

- Change is within Agency Construction Procurement Certification amount of _____
- Change is not within Agency Construction Procurement Certification amount

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

Signature of OSE Project Manager: _____
Date: _____

Athletic Village Infrastructure Development Construction - Landscape-Hardscape Construction
University of South Carolina
State Project Number H27-6056-MJ-C

CONTRACTOR'S ONE YEAR GUARANTEE

STATE OF _____

COUNTY OF _____

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

Defects or failures resulting from abuse by Owner.

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

[Name of Contracting Firm]

*By _____

Title _____

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

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

_____ State

My commission expires _____

SECTION 00604

EMPLOYMENT ELIGIBILITY VERIFICATION REQUIREMENTS

- A. Contractor is required to comply with all applicable State and Federal employment eligibility verification requirements including but not limited to the following:
1. By signing its bid or proposal, Contractor certifies that it will comply with the applicable requirements of Title 41, Chapter 8 of the South Carolina Code of Laws and agrees to provide to University of South Carolina upon request any documentation required to establish either: (a) that Title 41, Chapter 8 is inapplicable both to Contractor and its subcontractors or sub-subcontractors; or (b) that Contractor and its subcontractors or sub-subcontractors are in compliance with Title 41, Chapter 8. Pursuant to Section 41-8-70, "In addition to other penalties provided by law, 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 41, Chapter 8, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 41, Chapter 8.
- B. Contractor is required to complete and submit the attached affidavit along with the executed contract documents.
- C. E-Verify.
1. In addition to completing and maintaining the federal employment eligibility verification form (Form I-9), Contractor must, within three business days after employing a new employee, verify the employee's work authorization through the E-Verify federal work authorization program administered by the U.S. Department of Homeland Security. Employers may no longer confirm a new employee's employment authorization with a driver's license or state identification card.
 2. Contractor shall enroll in E-Verify at www.dhs.gov/e-verify.

END OF SECTION

Attachment:

- Contractor Affidavit

CONTRACTOR AFFIDAVIT
SOUTH CAROLINA ILLEGAL IMMIGRATION REFORM ACT (Amended)

In accordance with the requirements of the South Carolina Illegal Immigration Reform Act, _____ (Contractor) hereby certifies that it is currently in compliance with the requirements of Title 41, Chapter 8 of the S. C. Code Annotated and will remain in compliance with such requirements throughout the term of its contract with University of South Carolina.

The Contractor hereby acknowledges that in order to comply with requirements of S. C. Code Annotated Section 41-8-20:

- (A) All private employers in South Carolina shall be imputed a South Carolina employment license, which permits a private employer to employ a person in this State. A private employer may not employ a person unless the private employer's South Carolina employment license and any other applicable licenses as defined in Section 41-8-10 are in effect and are not suspended or revoked. A private employer's employment license shall remain in effect provided the private employer complies with the provisions of this chapter.
- (B) All private employers who are required by federal law to complete and maintain federal employment eligibility verification forms or documents must register and participate in the E-Verify federal work authorization program, or its successor, to verify the work authorization of every new employee within three business days after employing a new employee. A private employer who does not comply with the requirements of this subsection violates the private employer's licenses.
- (C) The South Carolina Department of Employment and Workforce shall provide private employers with technical advice and electronic access to the E-Verify federal work authorization program's website for the sole purpose of registering and participating in the program.
- (D) Private employers shall employ provisionally a new employee until the new employee's work authorization has been verified pursuant to this section. A private employer shall submit a new employee's name and information for verification even if the new employee's employment is terminated less than three business days after becoming employed. If a new employee's work authorization is not verified by the federal work authorization program, a private employer must not employ, continue to employ, or reemploy the new employee.
- (E) To assist private employers in understanding the requirements of this chapter, the director shall send written notice of the requirements of this section to all South Carolina employers, and shall publish the information contained in the notice on its website. Nothing in this section shall create a legal requirement that any private employer receive actual notice of the requirements of this chapter through written notice from the director, nor create any legal defense for failure to receive notice.

- (F) If a private employer is a contractor, the private employer shall maintain the contact phone numbers of all subcontractors and sub-subcontractors performing services for the private employer. The private employer shall provide the contact phone numbers or a contact phone number, as applicable, to the director pursuant to an audit or investigation within seventy-two hours of the director's request.

The Contractor agrees to provide to _____ upon request any documentation required to establish the applicability of the South Carolina Illegal Immigration Reform Act (Amended) to the contractor, subcontractor or sub-subcontractor. The Contractor further agrees that it will upon request provide _____ with any documentation required to establish that the contractor and any subcontractors or sub-subcontractors are in compliance with the requirements of Title 41, Chapter 8 of the S. C. Code Annotated.

Date: _____

By: _____
Contractor

Title: _____

SECTION 00851

DRAWINGS INDEX

<u>TITLE</u>	<u>SHEET NO.</u>
COVER SHEET	--
GENERAL NOTES, LEGEND, SYMBOLS & ABBREVIATIONS	1
EXISTING CONDITIONS AND DEMOLITION PLAN	2
SITE IMPROVEMENT PLAN	3
SITE DETAILS	4-5

SECTION 01050
FIELD ENGINEERING

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work included: Provide such field engineering services as are required for proper completion of the Work including, but not necessarily limited to:
 - 1. Provide all staking required to construct the facility from coordinates established by the Engineer.
 - 2. Establish proper line and levels for installation of utilities.
- B. 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.
 - 2. Additional requirements for field engineering also may be described in other Sections of these Specifications.
 - 3. Section 02210 - Site Grading.
 - 4. Section 02510 – Stone Base Course.
- C. Work by others:
 - 1. The Engineer will establish reference control points for horizontal location of new construction.
 - 2. Not less than two benchmark elevations will be provided.

1.2 QUALITY ASSURANCE

- A. Provide a competent survey party and surveying instruments for staking the work.
- B. Exercise proper precautions to verify the figures shown on the Drawings prior to laying out any part of the Work.
 - 1. The Contractor will be held responsible for any errors therein that otherwise might have been avoided.
 - 2. Promptly inform the Engineer of any error or discrepancies discovered in the Drawings or Specifications in order that proper corrections may be made.

1.3 PROCEDURES

- A. Locate and protect control points before starting work on the site.
- B. Preserve permanent reference points during progress of the Work.
- C. Do not change or relocate reference points or items of the Work without specific approval from the Engineer.
- D. Promptly advise the Engineer when a reference point is lost or destroyed, or requires relocation because of other changes in the Work.

END OF SECTION

SECTION 01060

REGULATORY REQUIREMENTS

- A. The following requirements of Regulatory Agencies having an interest in this project are hereby made a part of this Contract.
- B. The construction of the project, including the letting of contracts in connection therewith, shall conform to the applicable requirements of State, territorial, and local laws and ordinances to the extent that such requirements do not conflict with Federal laws and this subchapter.
- C. South Carolina Sales Tax: All applicable South Carolina sales tax shall be to the account of the Contractor.
- D. Use of chemicals: All chemicals used during the project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant or of other classification, must show approval of EPA or USDA. Use of all such chemicals and disposal of residues shall be in strict conformance with instructions.
- E. Safety and Health Regulations: The Contractor shall comply with the Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL 91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL 91-54).
- F. The Contractor shall comply with Part V of the South Carolina Manual on Uniform Traffic Control Devices for Streets and Highways.
- G. The Contractor shall comply with Part V - Department of Transportation 49 CFR, Part 40 and Part 199 Drug and Alcohol Testing Requirements, as published in the Federal Register on November 21, 1989 and any amendment thereto.
- H. Inspection by Agencies: The representatives of the South Carolina Department of Health and Environmental Control, City of Sumter, and the South Carolina Department of Transportation shall have access to the work wherever it is, in preparation or in progress, and the Contractor shall provide proper facilities for such access and inspection.
- I. Withholding for non-residents shall comply with the following:
 - 1. Attention of non-resident Contractors is invited to Code Sections 12-8-540 and 12-8-550 as amended effective July 1, 1994, Section 49, Appropriations Bill, Part II.
 - 2. If a non-resident Contractor is the successful bidder on this project, he shall be required to provide the Owner with an Affidavit (Form I-312, Nonresident Taxpayer Registration Affidavit Income Tax Withholding) affirming registration with the South Carolina Department of Revenue or the South Carolina Secretary of State's office. (See attached form).
 - 3. Forms to register for all taxes administered by the South Carolina Department of Revenue may be obtained by calling the License and Registration Section at (803) 737-4872 or writing to South Carolina Department of Revenue, Registration Unit, Columbia, South Carolina 29214-0140.
 - 4. In the absence of an Affidavit being provided, withholding in the amount of two (2) percent of the contract price will be made by the Owner.

END OF SECTION

Attachment:

- Nonresident Taxpayer Registration Affidavit Income Tax Withholding



STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE
**NONRESIDENT TAXPAYER REGISTRATION
AFFIDAVIT INCOME TAX WITHHOLDING**

Mail to: The company or individual you are contracting with.

The undersigned nonresident taxpayer on oath, being first duly sworn, hereby certifies as follows:

1. Name of Nonresident Taxpayer: _____

2. Trade Name, if applicable (Doing Business As):

3. Mailing Address: _____

4. Federal Employer Identification Number (FEI): _____

5. _____ Hiring or Contracting with:
Name: _____

Address: _____

_____ Receiving Rentals or Royalties From:
Name: _____

Address: _____

_____ Beneficiary of Trusts and Estates:
Name: _____

Address: _____

6. I hereby certify that the above named nonresident taxpayer is currently registered with (check the appropriate box):

- The South Carolina Secretary of State or
- The South Carolina Department of Revenue

Date of Registration: _____

7. I understand that by this registration, the above named nonresident taxpayer has agreed to be subject to the jurisdiction of the South Carolina Department of Revenue and the courts of South Carolina to determine its South Carolina tax liability, including estimated taxes, together with any related interest and penalties.

8. I understand the South Carolina Department of Revenue may revoke the withholding exemption granted under Code Sections 12-8-540 (rentals), 12-8-550 (temporarily doing business or professional services in South Carolina), and 12-8-570 (distributions to nonresident beneficiary by trusts or estates) at any time it determines that the above named nonresident taxpayer is not cooperating with the Department in the determination of its correct South Carolina tax liability.

The undersigned understands that any false statement contained herein could be punished by fine, imprisonment or both.

Recognizing that I am subject to the criminal penalties under Code Section 12-54-44 (B) (6) (a) (i), I declare that I have examined this affidavit and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Nonresident Taxpayer (Owner, Partner or Corporate Officer, when relevant) (Seal) _____ Date

If Corporate officer, state title: _____

(Name - Please Print)

INFORMATION
NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT

Submit this form to the company or individual you are contracting with.

Do not submit this form to South Carolina Department of Revenue.

PURPOSE OF AFFIDAVIT

A person is not required to withhold taxes for a nonresident taxpayer who submits an affidavit certifying that they are registered with either the South Carolina Secretary of State or the South Carolina Department of Revenue.

REQUIREMENTS TO MAKE WITHHOLDING PAYMENTS

Code Section 12-8-550 requires persons hiring or contracting with a nonresident taxpayer to withhold 2% of each payment made to the nonresident where the payments under the contract exceed \$10,000. However, this section does not apply to payments on purchase orders for tangible personal property when those payments are not accompanied by services to be performed in this state.

Code Section 12-8-540 requires persons making payment to a nonresident taxpayer of rentals or royalties at a rate of \$1,200 or more a year for the use of or for the privilege of using property in South Carolina to withhold 7% of the total of each payment made to a nonresident taxpayer who is not a corporation and 5% if the payment is made to a corporation.

Code Section 12-8-570 requires trusts or estates making distribution of South Carolina taxable income to a nonresident beneficiary to withhold 7% of the beneficiary's distribution which is attributable to South Carolina taxable income.

Our Internet address is: www.sctax.org

SECTION 01061
PERMITS AND RIGHTS-OF-WAY

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work included: This section establishes requirements pertaining to the securement and payment for licenses, building permits, rights-of-way, etc., necessary for the construction of the project.
- B. Work not included: The Owner will obtain and provide to the Contractor, as required, copies of:
 - 1. Easements obtained to cross private property.
 - 2. Sumter City-County Planning Department Approval Letter.
- C. 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 SUBMITTALS

- A. Submit to the Engineer satisfactory evidence that all necessary licenses, building permits, etc., have been secured prior to commencing the work.

PART 2 - PRODUCTS

No products are required for this work.

PART 3 - EXECUTION

3.1 BUSINESS LICENSE

- A. Determine licenses necessary to perform the work at project location.
- B. Obtain all necessary licenses at no additional cost to the Owner.

3.2 BUILDING PERMITS

- A. Permits of a temporary nature necessary for the prosecution of the Work shall be secured and paid for by the Contractor.
- B. Permits for permanent structures or permanent changes in existing facilities shall be secured and paid for by the Owner.

3.3 RIGHTS-OF-WAY, UTILITY LINES

- A. Owner will provide necessary rights-of-way or easements for construction of utility lines, whether on privately or publicly owned property.
 - 1. Contact the Engineer for rights-of-way as actually obtained.

3.4 LAND

- A. The necessary land for construction of the project will be provided by the Owner.

END OF SECTION

SECTION 01090
REFERENCE STANDARDS

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Throughout the Project Documents, reference is made to specifications and standards issued by nationally recognized professional and/or trade organizations.
1. These referenced standards are generally identified by abbreviating the name of the organization following with the specification/standard number.
 2. Unless specifically indicated otherwise, all references to standards refer to the latest edition available at the time of the bidding.

1.2 ABBREVIATIONS

- A. Wherever the following abbreviations are used in these Project Documents, they are to be construed the same as the respective expressions represented:

AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AISC	American Institute of Steel Construction
ALS	American Lumber Standards
ANSI	American National Standards Institute, Inc.
ASTM	American Society for Testing and Materials
AWWA	American Water Works Association
AWPA	American Wood Preservers Association
AWS	American Welding Society
FSS	Federal Specifications and Standards, General Services Administration
IBC	International Building Code
NACE	National Association of Corrosion Engineers
NFPA	National Fire Protection Association
NSF	Formerly: National Sanitary Foundation
OSHA	Occupational Safety and Health Administration
SPIB	Southern Pine Inspection Bureau
SSPC	Steel Structures Painting Council

PART 2 – PRODUCTS (NOT APPLICABLE)

PART 3 – EXECUTION (NOT APPLICABLE)

END OF SECTION

SECTION 01210

PRECONSTRUCTION CONFERENCE

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work included: To help clarify construction contract administration procedures, the Engineer will conduct a Preconstruction Conference prior to start of the Work. Provide attendance by the designated personnel.
- B. Related work: Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.

1.2 QUALITY ASSURANCE

- A. For those persons designated by the Contractor, his subcontractors, and suppliers to attend the Preconstruction Conference, provide required authority to commit the entities they represent to solutions agreed upon in the Conference.

1.3 SUBMITTALS

- A. To the maximum extent practicable, advise the Engineer at least 24 hours in advance of the Conference as to items to be added to the agenda.
- B. The Engineer will compile minutes of the Conference, and will furnish three copies of the minutes to the Contractor and required copies to the Owner. The Contractor may make and distribute such other copies as he wishes.

1.4 PRECONSTRUCTION CONFERENCE

- A. The Conference will be scheduled to be held within 30 working days after the Owner has determined the low bidder and may be held prior to issuance of the Notice to Proceed when required by regulatory agencies having jurisdiction. In any event, the Conference will be held prior to actual start of the work.
- B. Attendance:
 - 1. Provide attendance by authorized representatives of the Contractor and major subcontractors.
 - 2. The Engineer will advise other interested parties, including the Owner, and request their attendance.
- C. Minimum agenda: Data will be distributed and discussed on:
 - 1. Organizational arrangement of Contractor's forces and personnel and those of subcontractors, materials suppliers, and the Engineer.
 - 2. Channels and procedures for communication.
 - 3. Construction schedule, including sequence of critical work.
 - 4. Contract Documents, including distribution of required copies of Drawings and revisions.
 - 5. Processing of Shop Drawings and other data submitted to the Engineer for review.
 - 6. Processing of field decisions and Change Orders.
 - 7. Rules and regulations governing performance of the Work.
 - 8. Procedures for security, quality control, housekeeping, and related matters.

PART 2 – PRODUCTS (NOT APPLICABLE)

PART 3 – EXECUTION (NOT APPLICABLE)

END OF SECTION

SECTION 01220
PROJECT MEETINGS

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work included: To enable orderly review during progress of the Project, and to provide for systematic discussion of problems, the Engineer will conduct project meetings throughout the construction period.
- B. 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.
 - 2. The Contractor's relations with his subcontractors and materials suppliers, and discussions relative thereto, are the Contractor's responsibility and normally are not part of project meetings content.

1.2 QUALITY ASSURANCE

- A. For those persons designated by the Contractor to attend and participate in project meetings, provide required authority to commit the Contractor to solutions agreed upon in the project meetings.

1.3 SUBMITTALS

- A. Agenda items: To the maximum extent practicable, advise the Engineer at least 48 hours in advance of project meetings regarding items to be added to the agenda.
- B. Minutes:
 - 1. The Engineer will compile Minutes of each project meeting, and will furnish electronic copies to the Contractor and Owner.
 - 2. Recipients of copies may make and distribute such other copies as they wish.

PART 2 - PRODUCTS

(No products are required in this Section)

PART 3 - EXECUTION

3.1 MEETING SCHEDULE

- A. Project meetings will be held as deemed necessary by the Engineer.
- B. Coordinate as necessary to establish mutually acceptable schedule for meetings.

3.2 MEETING LOCATION

- A. The Engineer will establish meeting location. To the maximum extent practicable, meetings will be held at the project site.

3.3 PROJECT MEETINGS

A. Attendance:

1. To the maximum extent practicable, assign the same person or persons to represent the Contractor at project meetings throughout progress of the Work.
2. Subcontractors, materials suppliers, and others may be invited to attend those project meetings in which their aspect of the Work is involved.

B. Minimum agenda:

1. Review, revise as necessary, and approve Minutes of previous meetings.
2. Review progress of the Work since last meeting, including status of submittals for approval.
3. Identify problems that impede planned progress.
4. Develop corrective measures and procedures to regain planned schedule.
5. Complete other current business.

C. Revisions to Minutes:

1. Unless published Minutes are challenged in writing prior to the next regularly scheduled progress meeting, or as noted in the meeting minutes, they will be accepted as properly stating the activities and decisions of the meeting.
2. Persons challenging published Minutes shall reproduce and distribute copies of the challenge to all Minutes.
3. Challenge to Minutes shall be settled as priority portion of "old business" at the next regularly scheduled meeting.

END OF SECTION

SECTION 01310
CONSTRUCTION SCHEDULES

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work included: To assure adequate planning and execution of the Work so that the Work is completed within the number of calendar days allowed in the Contract, and to assist the Owner in appraising the reasonableness of the proposed schedule and in evaluating progress of the Work, prepare and maintain the schedules and reports described in this Section.
- B. 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.
 - 2. Requirements for progress schedule: General Conditions.
 - 3. Construction period: Form of Agreement.
- C. Definitions: "Day", as used throughout the Contract unless otherwise stated, means calendar day.

1.2 QUALITY ASSURANCE

- A. Employ a scheduler who is thoroughly trained and experienced in compiling construction schedule data, and in preparing and issuing periodic reports as required below.
- B. Perform data preparation, analysis, charting, and updating in accordance with standards approved by the Owner.
- C. Reliance upon the approved schedule:
 - 1. The construction schedule as approved by the Owner will be an integral part of the Contract and will establish interim completion dates for the various activities under the Contract.
 - 2. Should any activity not be completed within 15 days after the stated scheduled date, the Owner shall have the right to require the Contractor to expedite completion of the activity by whatever means the Owner deems appropriate and necessary, without additional compensation to the Contractor.
 - 3. Should any activity be 30 days or more behind schedule, the Owner shall have the right to perform the activity or have the activity performed by whatever method the Owner deems appropriate.
 - 4. Costs incurred by the Owner and by the Engineer in connection with expediting construction activity shall be reimbursed by the Contractor.
 - 5. It is expressly understood and agreed that failure by the Owner to exercise the option either to order the Contractor to expedite an activity or to expedite the activity by other means shall not be considered to set a precedent for any other activities.

1.3 SUBMITTALS

- A. Comply with pertinent provisions of Section 01340.
- B. Preliminary analysis: Within 10 calendar days after the Contractor has received the Notice to Proceed, submit one reproducible copy and four prints of a preliminary construction schedule prepared in accordance with Part 3 of this Section.
- C. Construction schedule: Within 10 calendar days after the Contractor has received the Owner's approval to revisions of a preliminary construction schedule, submit one reproducible copy and four prints of a construction schedule prepared in accordance with Part 3 of this Section.
- D. Periodic reports: On the first working day of each month following the submittal described in Paragraph 1.3.C above, submit four prints of the construction schedule updated as described in Part 3 of this Section.

PART 2 - PRODUCTS

2.1 CONSTRUCTION ANALYSIS

- A. Graphically show by bar chart the order and interdependence of all activities necessary to complete the work, and the sequence in which each activity is to be accomplished, as planned by the Contractor and his project field superintendent in coordination with all subcontractors whose work is shown on the diagram.
 - 1. Provide two line bar chart; one for planned activity, and one for actual completion.
- B. Include, but do not necessarily limit indicated activities to:
 - 1. Project mobilization.
 - 2. Submittal and approval of shop drawings and samples.
 - 3. Procurement of equipment and critical materials.
 - 4. Fabrication of special material and equipment, and its installation and testing.
 - 5. Final cleanup.
 - 6. Final inspecting and testing.
 - 7. All activities by the Engineer that affect progress, required dates for completion, or both, for all and each part of the Work.

PART 3 - EXECUTION

3.1 PRELIMINARY ANALYSIS

- A. Contents:
 - 1. Show all activities of the Contractor under this Work for the period between receipt of Notice to Proceed and submittal of construction schedule.
 - 2. Show the Contractor's general approach to remainder of the Work.
 - 3. Show cost of all activities scheduled for performance before submittal and approval of the construction schedule.

3.2 CONSTRUCTION SCHEDULE

- A. Provide a construction schedule incorporating all revisions from review of the preliminary analysis.

3.3 PERIODIC REPORTS

- A. Provide monthly updates of the approved construction schedule.
 - 1. Indicate "actual" progress for each activity on the bar chart.
 - 2. Provide written narrative summary of revisions causing delay in the program, and an explanation of corrective actions taken or proposed.

3.4 REVISIONS

- A. Make periodic revisions to the schedule to incorporate delays, early completion, etc.
- B. Make only those revisions to approved construction schedule as are approved in advance by the Owner.

END OF SECTION

SECTION 01340

SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work included: Make submittals required by the Contract Documents and revise and resubmit as necessary to establish compliance with the specified requirements.
- B. 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.
 - 2. Individual requirements for submittals also may be described in pertinent sections of these specifications.
- C. Work not included:
 - 1. Unrequired submittals will not be reviewed by the Engineer.
 - 2. The Contractor may require his subcontractors to provide drawings, setting diagrams, and similar information to help coordinate the work, but such data shall remain between the Contractor and his subcontractors and will not be reviewed by the Engineer.

1.2 QUALITY ASSURANCE

- A. Coordination of submittals:
 - 1. Prior to each submittal, carefully review and coordinate all aspects of each item being submitted.
 - 2. Verify that each item and the submittal for it conform in all respects with the specified requirements.
 - 3. By affixing the Contractor's signature to each submittal, certify that this coordination has been performed.
 - 4. Review and coordinate each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.
- B. Completeness of submittal:
 - 1. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes.
 - 2. Determine and verify all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
- C. "Or equal":
 - 1. Where the phrase "or equal" occurs in the Contract Documents, do not assume that the materials, equipment or methods will be considered as equal unless the item has been specifically so approved for this Work by the Engineer.

2. The decision of the Engineer shall be final.
- D. The Engineer shall assume that no shop drawing or related submittal comprises a variation unless the Contractor advises the Engineer otherwise in writing.

1.3 SUBMITTALS

- A. Within 15 calendar days after the Contractor has received the Owner's notice to proceed, submit:
 1. Schedule for submittals including specification section, type of submittal and submittal date.
 2. Construction schedule.
 3. Schedule of partial payment requests.
- B. Make submittals of shop drawings, samples, substitution requests and other items in accordance with the provisions of this Section.

PART 2 - PRODUCTS

2.1 SHOP DRAWINGS

- A. Scale and measurements: Make shop drawings accurately to a scale sufficiently large to show all pertinent aspects of the item and its method of connection to the Work.
- B. Large prints (11" x 17" or larger):
 1. Submit shop drawings in the form of white copies.
 2. Blueprints will not be acceptable.
- C. Manufacturer's literature:
 1. Where contents of submitted literature from manufacturers includes data not pertinent to the submittal, clearly show which portions of the contents are being submitted for review.
 - a. Cross out or strikethrough all data not pertinent to the submittal.
 2. Submit the number of copies which are required to be returned, plus one copy of all other submittals which will be retained by the Engineer.
- D. Number of copies:
 1. Submit the number of copies which are required to be returned, plus one copy which will be retained by the Engineer.
 2. Electrical shop drawings: submit the number of copies which are required to be returned, plus one copy which will be retained by the Engineer.
- E. Do not begin fabrication of equipment or materials prior to Engineer's approval of shop drawings.

2.2 VARIATIONS

- A. With each submittal, provide specific written notice of any variations, that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.
- B. Provide an explanation of why the item(s) submitted are considered to be equal to the item(s) specified.
- C. Failure to submit a written notice will result in rejection of the submittal.

2.3 SAMPLES

- A. Provide sample or samples identical to the precise article proposed to be provided. Identify as described under "Identification of submittals" below.
- B. Number of samples required:
 - 1. Unless otherwise specified, submit samples in the quantity which is required to be returned, plus one which will be retained by the Engineer.
 - 2. By prearrangement in specific cases, a single sample may be submitted for review and, when approved, be installed in the work at a location agreed upon by the Engineer.

2.4 COLORS AND PATTERNS

- A. Unless the precise color and pattern is specifically called out in the Contract Documents, and whenever a choice of color or pattern is available in the specified products, submit accurate color and pattern charts to the Engineer for selection.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW OF SUBMITTALS

- A. Before submitting a shop drawing or any related material, Contractor shall:
 - 1. Determine and verify all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto.
 - 2. Determine and verify the suitability of all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work
 - 3. Review each such submission for conformance with the means, methods, techniques, sequences, and operations of construction, and safety precautions and programs incidental thereto, all of which are the sole responsibility of Contractor.
 - 4. Approve each such submission before submitting it.
 - 5. Stamp and sign each such submission before submitting it.
- B. Shop drawings and related materials shall be returned with comments provided that each submission has been specified and is stamped by the Contractor.
- C. Shop drawings or material not specified or which have not been approved by the Contractor shall be returned without comment.

D. Contractor is to utilize the following stamp on all shop drawing submittals:

This shop drawing has been reviewed by [NAME OF CONTRACTOR] and approved with respect to the means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incidental thereto. [NAME OF CONTRACTOR] also warrants that this shop drawing complies with contract documents and comprises no variations thereto.	
By:	_____
Date:	_____

E. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of the General Conditions and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of the General Conditions.

3.2 IDENTIFICATION OF SUBMITTALS

- A. Consecutively number all submittals.
 - 1. When material is resubmitted for any reason, transmit under a new letter of transmittal and with a new transmittal number.
 - 2. On resubmittals, cite the original submittal number for reference.
- B. Accompany each submittal with a letter of transmittal showing all information required for identification and checking.
- C. On at least the first page of each submittal, and elsewhere as required for positive identification, show the submittal number in which the item was included.
- D. Maintain an accurate submittal log for the duration of the work, showing current status of all submittals at all times. Make the submittal log available to the Engineer for his review upon request.

3.3 GROUPING OF SUBMITTALS

- A. Unless otherwise specified, make submittals in groups containing all associated items to assure that information is available for checking each item when it is received.
 - 1. Partial submittals may be rejected as not complying with the provisions of the Contract.
 - 2. The Contractor may be held liable for delays so occasioned.

3.4 TIMING OF SUBMITTALS

- A. Make submittals far enough in advance of scheduled dates for installation to provide time required for reviews, for securing necessary approvals, for possible revisions and resubmittals, and for placing orders and securing delivery.
- B. In scheduling, allow at least twenty-five working days for review by the Engineer following his receipt of the submittal.

3.5 RESUBMITTAL SCHEDULE

- A. For submittals marked "Furnish as Corrected" by the Engineer, resubmittal shall be within ninety (90) days of the review date shown on the Engineer's shop drawing review stamp.
- B. For submittals marked "Revise and Resubmit", "Submit Specified Item", or "Rejected", resubmittal shall be within thirty (30) days of the review date shown on the Engineer's shop drawing review stamp.

3.6 ENGINEER'S REVIEW

- A. Review by the Engineer does not relieve the Contractor from responsibility for errors which may exist in the submitted data.
- B. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer.
- C. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
- D. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto.
- E. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
- F. Revisions:
 - 1. Make revisions required by the Engineer.
 - 2. If the Contractor considers any required revision to be a change, he shall so notify the Engineer as provided for in the General Conditions.
 - 3. Make only those revisions directed or approved by the Engineer.
 - 4. Submittals which have been reviewed and returned to the Contractor marked "Revise and Resubmit" or "Rejected" and which are resubmitted and not in an approvable state, will not be reviewed a third time unless payment for the third and any subsequent review is by the Contractor. The engineering costs for review shall be equal to the Engineer's charges to the Owner under the terms of the Engineering Agreement with the Owner.

END OF SECTION

SECTION 01410
TESTING LABORATORY SERVICES

PART 1 - GENERAL

1.1 DESCRIPTION

A. Work included:

1. Cooperate with the Owner's selected testing agency and all others responsible for testing and inspecting the work.
2. Provide such other testing and inspecting as are specified to be furnished by the Contractor in this Section and/or elsewhere in the Contract Documents.

B. 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.
2. Requirements for testing may be described in various Sections of these specifications.
3. Where no testing requirements are described, but the Owner decides that testing is required, the Owner may require such testing to be performed under current pertinent standards for testing. Payment for such testing will be made as described in this Section.

C. Work not included:

1. Selection of testing laboratory: The Owner will select a prequalified independent testing laboratory.
2. Payment for initial testing: The Owner will pay for all initial services of the testing laboratory as further described in Article 2.1 of this Section.
3. Tests at point of manufacture as specified in other Sections of these documents are to be made with all costs borne by the Contractor.

1.2 QUALITY ASSURANCE

- A. The testing laboratory will be qualified to the Owner's approval in accordance with ASTM E 329.
- B. Testing, when required, will be in accordance with all pertinent codes and regulations, and with selected standards of the American Society for Testing and Materials.

1.3 PRODUCT HANDLING

- A. Comply with pertinent provisions of Section 01640.
- B. Promptly process and distribute required copies of test reports and related instructions to assure necessary retesting and replacement of materials with the least possible delay in progress of the work.

PART 2 - PRODUCTS

2.1 PAYMENT FOR TESTING

A. Initial services:

1. The Owner will pay for initial testing services requested by the Owner.
2. When initial tests indicate non-compliance with the Contract Documents, the costs of initial tests associated with that non-compliance will be deducted by the Owner from the Contract Sum.
3. Retesting: When initial tests indicate non-compliance with the Contract Documents, subsequent re-testing occasioned by the non-compliance shall be performed by the same testing agency and all costs there from will be deducted by the Owner from the contract sum.

2.2 CODE COMPLIANCE TESTING

- #### A. Inspections and tests required by codes or ordinances, or by a plan approval authority, and which are made by a legally constituted authority, shall be the responsibility of and shall be paid for by the Contractor, unless otherwise provided in the Contract Documents.

2.3 CONTRACTOR'S CONVENIENCE TESTING

- #### A. Inspecting and testing performed exclusively for the Contractor's convenience shall be the sole responsibility of the Contractor.

PART 3 - EXECUTION

3.1 COOPERATION WITH TESTING LABORATORY

- #### A. Representatives of the testing laboratory shall have access to the work at all times and at all locations where the work is in progress. Provide facilities for such access to enable the laboratory to perform its functions properly.

3.2 TAKING SPECIMENS

- #### A. All specimens and samples for testing, and deliveries to laboratory, unless otherwise provided in the Contract Documents, shall be taken by the testing personnel. All sampling equipment and personnel will be provided by the testing laboratory. All deliveries of specimens and samples to the testing laboratory will be performed by the testing laboratory.

3.3 SCHEDULES FOR TESTING

A. Establishing schedule:

1. By advance discussion with the testing laboratory selected by the Owner, determine the time required for the laboratory to perform its tests and to issue each of its findings.
2. Provide all required time within the construction schedule.

- #### B. Revising schedule: When changes of construction schedule are necessary during construction, coordinate all such changes with the testing laboratory as required.

- C. Adherence to schedule: When the testing laboratory is ready to test according to the established schedule, but is prevented from testing or taking specimens due to incompleteness of the work, all extra charges for testing attributable to the delay may be back-charged to the Contractor and shall not be borne by the Owner.

END OF SECTION

SECTION 01500
TEMPORARY FACILITIES

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work included: Provide temporary facilities needed for the work including, but not necessarily limited to:
 - 1. Job box for the Contractor's and Engineer's personnel.
 - 2. Sanitary facilities.
- B. 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 PRODUCT HANDLING

- A. Maintain temporary facilities in proper and safe condition throughout progress of the work.

1.3 QUALITY CONTROL

- A. Provide a temporary job box for paperwork to be kept on site. The Engineer will approve of the box and its installed location.

1.4 SUBMITTALS

- A. Comply with pertinent provisions of Section 01340.
- B. Product data: Within 15 calendar days after the Contractor has received the Owner's Notice to Proceed, submit:
 - 1. Materials list of items proposed under this Section.
 - 2. Proposed location of job box.

PART 2 - PRODUCTS

2.1 FACILITIES

- A. Sanitary facilities:
 - 1. Provide temporary sanitary facilities in the quantity required for use by all personnel.
 - 2. Maintain in a sanitary condition at all times.
 - 3. Strictly enforce their use.

2.2 TEMPORARY CONSTRUCTION ACCESS

- A. Contractor shall use temporary construction access for the site as exists on site. No new access points will be granted.

PART 3 - EXECUTION

3.1 MAINTENANCE AND REMOVAL

- A. Maintain temporary facilities and controls as long as needed for safe and proper completion of the work.
- B. Remove such temporary facilities and controls as rapidly as progress of the work will permit, or as directed by the Engineer.

END OF SECTION

SECTION 01640
PRODUCT HANDLING

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work included: Protect products scheduled for use in the work by means including, but not necessarily limited to, those described in this Section.
- B. 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.
 - 2. Additional procedures also may be prescribed in other Sections of these specifications.

1.2 QUALITY ASSURANCE

- A. Include within the Contractor's quality assurance program such procedures as are required to assure full protection of work and materials.

1.3 MANUFACTURERS' RECOMMENDATIONS

- A. Except as otherwise approved by the Engineer, determine and comply with manufacturer's recommendations on product handling, storage and protection.

1.4 PACKAGING

- A. Deliver products to the job site in their manufacturer's original container, with labels intact and legible.
 - 1. Maintain packaged materials with seals unbroken and labels intact until time of use.
 - 2. Promptly remove damaged material and unsuitable items from the job site and promptly replace with material meeting the specified requirements, at no additional cost to the Owner.
- B. The Engineer may reject as non-complying such material and products that do not bear identification satisfactory to the Engineer as to manufacturer, grade, quality and other pertinent information.

1.5 PROTECTION OF MATERIAL AND WORK

- A. General:
 - 1. Carefully and properly protect all materials of every description, both before and after being used in the Work in accordance with manufacturer's recommendations.
 - 2. Provide any enclosing or special protection from weather deemed necessary by the Engineer at no additional cost to the Owner.

- B. Partial payments under the Contract will not relieve the Contractor from responsibility.
 - 1. When materials and work at the site that have been partially paid for are not adequately protected by the Contractor, such materials will be protected by the Owner at the expense of the Contractor and no further partial payment thereon will be made.
- C. Maintain finished surfaces clean, unmarred, and suitably protected until accepted by the Owner.
- D. No field cutting or other modifications of equipment or materials without written approval of the Engineer.

1.6 STORAGE

- A. Store all items of equipment, component parts, etc., in accordance with the manufacturers' recommendations or as may otherwise be necessary to prevent damage or deterioration of any sort.
- B. Electrical and control equipment:
 - 1. Store in a dry area protected from dust and humidity.
 - 2. Equipment can be protected by a weatherproof cover if shipped to the site no more than two (2) weeks prior to installation and energization.

1.7 REPAIRS AND REPLACEMENTS

- A. In the event of damage, promptly make replacements and repairs to the approval of the Engineer and at no additional cost to the Owner.
- B. Additional time required to secure replacements and to make repairs will not be considered by the Engineer to justify an extension in the contract time of completion.

PART 2 – PRODUCTS (NOT APPLICABLE)

PART 3 – EXECUTION (NOT APPLICABLE)

END OF SECTION

SECTION 01700
CONTRACT CLOSEOUT

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work included shall be providing compliance with the requirements of the General Conditions of these Specifications for administrative procedures in closing out the project work.
- B. 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.
 - 2. Other requirements for technical services are stated in other sections of these Specifications.
 - 3. Section 01720 - Project Record Documents.

1.2 SUBSTANTIAL COMPLETION

- A. The Contractor shall notify the Engineer that, in his opinion, the project is substantially complete. A written statement listing items complete shall be submitted.
- B. Upon receipt of the Contractor's notice, the Engineer shall make an observation to determine if substantial completion is provided.
- C. If, in the Engineer's opinion, the project is not substantially complete, a written notice to the Contractor shall follow outlining reasons and deficiencies in work that comprised the Engineer's decision. The Engineer's decision shall be final.

1.3 FINAL OBSERVATION

- A. The Engineer will make a final observation for the Contractor after all items noted in the substantial completion observation have been corrected. The Contractor shall notify the Engineer in writing when a final observation is needed. Incomplete and/or defective work shall be given to the Contractor by written notice.

1.4 REOBSERVATION

- A. Re-observation required due to failure by the Contractor to make previously noted corrections will be performed by the Engineer.
- B. Cost for such observations will be due to and payable by the Contractor at a rate equal to charges to the Owner for similar work.
- C. Re-observations will continue until the work is acceptable to the Engineer.

1.5 COMPLETION BY CONTRACTOR

- A. When the Engineer finds the Contractor's work acceptable, the Contractor shall be given such notice and should proceed with closeout submittals.

- B. Closeout submittals shall contain at least the following:
1. Project record documents.
 2. Equipment operation and maintenance manuals and copies of start-up reports.
 3. Warranties and bonds.
 4. Keys and keying schedule.
 5. Spare parts and manuals.
 6. Evidence of payment and release to liens per General Conditions.
 7. Contractor's One Year Guarantee.

1.6 FINAL PAYMENT

- A. Final payment to the Contractor will be made upon completion of the previous items and others required by these specifications. A final statement shall be forwarded to the Engineer. The statement shall address:
1. Previous change orders.
 2. Unit prices.
 3. Deductions for uncorrected work.
 4. Deductions for liquidated damages.
 5. Deductions for re-testing work.
 6. Deductions for re-observation.
 7. Deductions for shop drawing review.
 8. Adjusted contract sum.
 9. Previous payments.
 10. Amount due.
- B. When required, the Engineer will prepare a contract change order for adjustments not previously made.

PART 2 – PRODUCTS (NOT APPLICABLE)

PART 3 – EXECUTION (NOT APPLICABLE)

END OF SECTION

SECTION 01720
PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work included:
 - 1. Throughout progress of the Work, maintain an accurate record of changes in the Contract Documents, as described in Article 3.1 below.
 - 2. Upon completion of the Work, deliver the recorded changes to the Engineer.
- B. 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.
 - 2. Other requirements affecting Project Record Documents may appear in pertinent other Sections of these specifications.

1.2 QUALITY ASSURANCE

- A. Delegate the responsibility for maintenance of Record Documents to one person on the Contractor's staff as approved by the Engineer.
- B. Accuracy of records shall be such that future search for items shown on the Project Record Documents may rely reasonably on the information provided under this Section of the Work.

1.3 SUBMITTALS

- A. The Engineer's approval of the current status of Project Record Documents may be a prerequisite to the Engineer's approval of requests for progress payment and request for final payment under the Contract.
- B. Prior to submitting each request for progress payment, secure the Engineer's approval of the current status of the Project Record Documents.
- C. Prior to submitting request for final payment, submit the final Project Record Documents to the Engineer and secure his approval.

1.4 PRODUCT HANDLING

- A. Maintain the job set of Record Documents completely protected from deterioration and from loss and damage until completion of the Work and transfer to the Engineer.
- B. In the event of loss of recorded data, use means necessary to again secure the data to the Engineer's approval.
 - 1. Such means shall include, if necessary in the opinion of the Engineer, removal and replacement of concealing materials.
 - 2. In such case, provide replacements to the standards originally required by the Contract Documents.

PART 2 - PRODUCTS

2.1 JOB SET DOCUMENTS

- A. Promptly following receipt of the Owner's Notice to Proceed, secure from the Engineer, at no charge to the Contractor, one complete set of all Documents comprising the Contract.

PART 3 - EXECUTION

3.1 MAINTENANCE OF JOB SET

- A. Immediately upon receipt of the job set described in above paragraph titled "JOB SET DOCUMENTS", identify each of the Documents with the title, "RECORD DOCUMENTS - JOB SET".
- B. Preservation:
 - 1. Considering the Contract completion time, the probable number of occasions upon which the job set must be taken out for new entries and for examination, and the conditions under which these activities will be performed, devise a suitable method for protecting the job set to the approval of the Engineer.
 - 2. Do not use the job set for any purpose except entry of new data and for review by the Engineer.
 - 3. Maintain the job set at the site of Work as that site is designated by the Engineer.
- C. Field work and making entries on Job Set Drawings:
 - 1. Use erasable colored pencil, preferably red (not ink or indelible pencil) to delineate changes.
 - 2. Show by station number location of all fittings, manholes, valves, wye locations, etc.
 - 3. Reference all fittings and valves at least to two aboveground items reasonably safe from being relocated and indicate such references on the drawings.
 - 4. Reference all pipelines from the center of the parallel roadway at least every 100 feet or where changes occur in the direction of the pipeline.
 - 5. Reference all bores from the center of the roadway to the beginning and end of the casing and ductile iron pipe. Depths of bury must also be provided.
 - 6. Reference all stream crossings and their distance from the center of the parallel roadway and the bridge or other obstruction. A profile of the stream crossing shall also be provided to show the depth of the pipeline under the stream.
 - 7. Field measure and reference all fittings and valves to two aboveground items reasonably safe from being relocated and indicate such references on the drawings.
 - 8. Show location of electrical conduit, pull boxes, etc.
 - 9. Force mains, gravity sewers, water distribution and storm sewers
 - a. Provide survey grade state plane Geographic Information System (G.I.S.) electronic data horizontal coordinates for all components of each utility line, including each manhole, drainage structure, headwall, outlet structure, valve, cleanout, fitting, hydrant, etc.
 - b. Provide ground elevation, top elevation, invert elevations, pipe size and material for each manhole, drainage structure, headwall, outlet structure, cleanout, etc.
 - c. Comply with Section 01050.

D. Submittal:

1. Submit survey electronic data and any “marked-up” set of drawings to the Engineer.
2. Make any necessary additions as required by the Engineer.

END OF SECTION

SECTION 02060

DEMOLITION

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work included: Demolish and remove from the site those items so indicated on the Drawings, including parking and roadway areas, miscellaneous structures, poles, walls, utilities, signs, etc.
- B. 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

- A. 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.
- B. 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.
- E. 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

- A. 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

A. General:

1. 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.

B. 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.
2. Remove rocks larger than 3" diameter, roots, wood, and debris.

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 the local County's requirements.

3.3 MEASUREMENT AND PAYMENT

A. No separate measurement or direct payment will be made for the work under this Section and all costs for same shall be included in the lump sum price bid for the project.

END OF SECTION

SECTION 02210

SITE GRADING

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work included: Cut, fill, excavate, backfill, compact and grade the site as necessary to bring the roads, drives, building sites, paved areas and open areas to the lines and grades shown on the drawings.
1. The work includes, but is not necessarily limited to:
 - a. Roadway, parking area, drive and walk subgrade preparation.
 - b. Excavations and formations of embankments.
 - c. 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.
- B. 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.
 3. Section 02221 - Trenching, Backfilling for Utilities.
- 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.
 2. Maximum density: Maximum weight in pounds per cubic foot of a specific material.
 3. Optimum moisture: Percentage of water in a specific material at maximum density.
 4. 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.
 6. 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 OL and OH descriptions, as defined in the Unified Soil Classification System shall be considered as unsuitable material.

7. 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.
 8. 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.
 9. Crushed stone (gravel): Crushed stone shall be No. 57 aggregate or equal conforming to ASTM C-33.
 10. Excavation: Excavation is defined as unclassified excavation of every description regardless of materials encountered.
- D. The Contractor must determine for himself the volume of material required by the site.

1.2 QUALITY ASSURANCE

- A. 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.
- B. Comply with requirements of governmental agencies having jurisdiction.
- C. 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 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

- A. Comply with pertinent provisions of Section 01640.

1.4 JOB CONDITIONS

- A. Notification of intent to excavate:
 1. 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 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.
 2. Notification of intent to excavate may be given by calling this toll free number: 1-800-922-0983.

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.
 - 1. Provide suitable material free from organic matter and deleterious substances, containing no 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.
- B. 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.
- C. Select materials may be provided from on-site if acceptable material as approved by the Engineer is available on site. Otherwise approved select material shall be provided by the Contractor from an off-site source.

2.2 TOPSOIL

- A. Use topsoil consisting of material removed from the top 3" to 6" of existing on-site soils.
- B. 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

- A. Use equipment adequate in size, capacity and numbers to accomplish the work in a timely manner without undue waste or damage of material.

PART 3 - EXECUTION

3.1 SURFACE CONDITIONS

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

3.2 PREPARATION

- A. Clearing and grubbing: Clear and grub areas to be graded prior to commencement of the grading operations.
- B. Where so directed by the Owner, protect and leave standing designated desirable trees.

- C. Complete any demolition and/or removal work as may be required prior to grading operations.
- D. 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.
- E. Topsoil: Strip topsoil to a depth of 3" to 6" without contamination from the subsoil and stockpile topsoil separate from other excavated materials.
 - 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.
 - 2. Deposit topsoil in areas that are already graded and will not be disturbed by on-going construction.
 - 3. Dispose of unsuitable or unusable stripped material off-site or as otherwise directed by the 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.
 - 2. Based upon the sequence of excavation, samples of the fill materials will be obtained as excavation proceeds and tested for grain size permeability and moisture density relationship using the Standard Proctor Method (ASTM D698, Method A).
 - 3. Allow sufficient time for completion of laboratory tests before any fill operations begin, using 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.
- B. 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.
 - 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.
 - 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.
- B. Protection of persons and property:
1. Barricade open holes and depressions occurring as part of this Work, and post warning lights on property adjacent to or with public access.
 2. Operate warning lights during hours from dusk to dawn each day and as otherwise required.
 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.
- E. Excavate and backfill in a manner and sequence that will provide proper drainage at all times.

3.5 EXCAVATING (CUTS)

- A. Perform excavating of every type of material encountered within the limits of the Work to the lines, grades and elevations indicated and specified herein.
- B. Provide sloping, sheeting, shoring, and bracing for excavations conforming with 29CFR1926 Subpart P-Excavations and the Contract Documents.
- 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.
 2. Surplus suitable materials from excavations shall be wasted on the site as indicated, spreading and leveling as directed.
- D. Unsuitable excavated material: Remove from the site and dispose of all unsuitable material unless otherwise approved by the Engineer.
- E. 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.
 2. Do not use explosives without written permission from the Engineer.
 3. 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.
 4. The Contractor shall be solely responsible for any damage resulting from the use of 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.
- G. Authorized overexcavation:
 - 1. In the event that it is necessary to remove unsuitable material to a depth greater than that 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.

3.6 FILLING AND BACKFILLING

- A. Use fills formed of suitable material placed in layers of not more than 8" in depth measured loose and rolled and/or vibrated with suitable equipment until compacted.
- B. 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:
 - 1. 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 placing the material shall be borne by the Contractor.
- E. Placing and compacting:
 - 1. Place backfill and fill materials in layers not more than 8" in loose depth.
 - 2. Before compacting, moisten or aerate each layer as necessary to provide the optimum moisture content.
 - 3. Compact each layer to required percentage of maximum density for the area.
 - 4. Do not place backfill or fill material on surfaces that are muddy, frozen, or contain frost or ice.
 - 5. Place backfill and fill materials evenly adjacent to structures, to required elevations.
 - 6. 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.
- F. Moisture control:
 - 1. Do not use soil material that is either too dry or too wet to achieve proper compaction.
 - 2. Where subgrade or layer of soil material is too dry to achieve proper compaction, uniformly 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.
 - 4. 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 relation tests approved by the Engineer.

G. Compaction requirements:

1. Compact soils to not less than the following percentages of maximum dry density as determined in accordance with ASTM D698, Method A (Standard Proctor).

2. Fill beneath roadway:

Top 12" of subgrade	100%
All other fill material	95%

3. Embankments:

Top 12" of subgrade	98%
All other fill material	95%

4. Fill beneath walkways:

Top 12" of subgrade	95%
All other fill material	90%

5. Lawn and unpaved open areas:

All other fill material	90%
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3.7 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.
3. Grade with uniform levels or slopes between points where elevations are shown on the drawings, or between such points and existing grades.
4. Where a change of slope is indicated on the drawings, construct a rolled transition section 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.

- B. 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.
2. Maintain excavations free from detrimental quantities of leaves, sticks, trash and other debris until completion of the work.
3. Dispose of excavated materials as specified herein; do not in any case deposit materials within 3'0" of the edge of a ditch.

3.8 FIELD QUALITY CONTROL

- A. Secure the Engineer's construction review and observation and approval of subgrades and fill layers before subsequent construction is permitted thereon.

- B. Field density determinations will be made, at no cost to the Contractor, to ensure that the specified densities are being obtained. Field density tests will be performed as determined by the Engineer, considering the following:

1. 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.
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.

3. In fill beneath structures, one field density test for every 2,500 sq. ft. in each layer.
 4. Other tests as deemed necessary by the Engineer.
- C. If, in the Engineer's opinion based on reports of the testing laboratory, subgrade or fills which have been placed are below specified density, provide additional compacting and testing until specified requirements are met.
1. Additional testing will be provided by the Owner's selected testing laboratory and all costs for the additional testing will be borne by the Contractor.
- D. Proofrolling:
1. The Contractor shall proofroll subgrade of areas to receive paving, structures on fill or impervious lining material.
 - a. Make not less than 3 passes of a 25 to 50 ton rubber tired roller over the full area.
 - b. Unstable, soft or otherwise unsuitable materials revealed by the proofrolling shall be removed and replaced with satisfactory materials, compacted as specified herein.

3.9 PLACING TOPSOIL

- A. 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 shown on the plans.
- B. Place, level and lightly compact topsoil to a depth of not less than 3".
- C. Maintain topsoil free of roots, rocks, debris, clods of soil and any other objectionable material which might hinder subsequent grassing or mowing operations.
- D. Any surplus materials shall be disposed of in approved areas on the site.

3.10 MAINTENANCE

- A. Protection of newly graded areas:
 1. Protect newly graded areas from traffic and erosion, and keep free from trash and weeds.
 2. Repair and re-establish grades in settled, eroded and rutted areas to the specified tolerances.
- B. 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.

3.11 MEASUREMENT AND PAYMENT

- A. No separate measurement or direct payment will be made for the work under this Section and all costs for same shall be included in the lump sum price bid for the project.

END OF SECTION

SECTION 02221

TRENCHING, BACKFILLING FOR UTILITIES

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work included: Trench, backfill, and compact as specified herein and as needed for installation of underground utilities associated with the Work.
- B. 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

- A. 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.
- B. Use equipment adequate in size, capacity, and numbers to accomplish the work in a timely manner.

1.3 JOB CONDITIONS

- A. Existing utilities:
 - 1. There now exists in the construction areas, waterworks, storm drainage, sanitary sewers, street paving, gas mains and other utilities.
 - 2. Approximate location of certain underground lines and structures are shown on the plans for information only, other underground lines or structures are not shown.
 - 3. Locate these and other possible unknown utility lines using electronic pipe finder, or other approved means.
 - 4. Locate, excavate and expose all existing underground lines in advance of trenching 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.
 - 6. The Contractor shall familiarize himself with the existing conditions and be prepared to adequately care for and safeguard himself and the Owner from damage.
- B. Notification of intent to excavate:
 - 1. 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 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.
 - 2. Notification of intent to excavate may be given by calling this toll free number: 1-888-721-7877.

C. Protecting trees, shrubbery and lawns:

1. 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.
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.
2. Clearing shall consist of removing all trees, stumps, roots, brush and debris in the rights-of-way obtained for the Work.
3. 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.
4. All other material, including trimmings from above, shall be completely disposed of in a satisfactory manner.

E. Removing and resetting fences:

1. 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, unless otherwise shown on the plans.
 - b. Provide temporary fencing or other safeguards as required to prevent stock and 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.
 - a. For existing areas with sod type grasses, replace with new sod. Existing sod may be reused where properly removed and stored.
2. Do not interpret this as requiring replacement of trees and undergrowth in undeveloped sections of the rights-of-way.

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.

H. Blasting:

1. Store all explosives in a secure manner, complying with all laws, ordinances, and regulations.
2. Contractor shall be responsible for damage caused by blasting operations.

PART 2 - PRODUCTS

2.1 EXCAVATED MATERIALS

- A. Perform all excavation of every description and of whatever substances encountered to depths indicated or specified.
- B. 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.
 - 1. 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.
 - 2. Do not permit rocks larger than 2" in greatest dimension in top 6" of backfill.

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.
- B. Should the quantity of suitable on-site material be insufficient to complete the work, provide suitable 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

3.1 PROCEDURES

- A. 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.
 - 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.

- B. Locations within streets or highways:
1. 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*".
 2. Take all precautions and comply with all requirements as may be necessary to protect the 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:
1. Barricade open holes and depressions occurring as part of the Work, and post warning lights on property adjacent to or with public access.
 2. Operate warning lights during hours from dusk to dawn each day and as otherwise required.
 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.
 2. Maintain the ground water level a minimum of 3-feet below the trench bottom during 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.
 - b. 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 bottom and maintain a dry excavation.
 - c. 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.
 - d. Provide monitoring wells sufficient in size, location, number and depth to monitor the ground water level in the construction area during excavation and backfill operations.
 - e. Maintain dewatering operations until backfilling and compaction operations are complete.
 3. Water pumped or drained from trenches must be treated by an appropriately sized sediment and erosion control device prior to leaving the site. Discharging untreated or contaminated dewatering effluent is prohibited.
 - a. Contractor is responsible for acquiring all permits required to discharge the water and shall protect waterways from turbidity during the operation.
 - b. Prevent flooding of streets, roadways, or private property.
 - c. Prevent onsite erosion that can be caused by concentrated discharges related to dewatering pumping, drains, or trenching.
 - d. Provide engines driving dewatering pumps with residential type mufflers.
- E. 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)

- A. Provide sloping, sheeting, shoring, and bracing for excavations conforming with 29CFR1926 Subpart P-Excavations and the Contract Documents.
- B. 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:
 - 1. Excavate for utilities by open cut.
 - 2. If conditions at the site prevent such open cut, and if approved by the Engineer, tunneling may be used.
 - 3. 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.
 - 4. Remove boulders and other interfering objects, and backfill voids left by such removals, at no additional cost to the Owner.
 - 5. 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 material, at no additional cost to the Owner.
 - 6. Excavating for appurtenances:
 - a. Excavate for manholes and similar structures to a distance sufficient to leave at least 12" clear between outer surfaces and the embankment or shoring that may be used to hold and protect the banks.
 - b. Overdepth excavation beyond such appurtenances that has not been directed will be considered unauthorized. Fill with sand, gravel, or lean concrete as directed by the Engineer, and at no additional cost to the Owner.
- E. 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.
- F. Provide sheeting and shoring necessary for protection of the Work and for the safety of personnel.
 - 1. Remove in units when level of backfilling has reached the elevation necessary to protect the utility work and adjacent property.
 - 2. 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 Owner.
- G. Depressions:
 - 1. Dig bell holes and depressions for joints after the trench has been graded. Provide uniform bearing for the pipe on prepared bottom of the trench.
 - 2. Except where rock is encountered, do not excavate below the depth indicated or specified.
 - 3. 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 parts of the utility and appurtenances.
- H. Special requirements relating to excavation for specific types of utilities shall comply with the following:

1. Electrical conduit:
 - a. Provide depth of cover shown or minimum cover of 36", whichever is greater.
 - b. Where minimum cover only is required, carry excavations to depths necessary to properly grade the conduit on tangents and vertical curves as directed by the Engineer.
 - c. Provide minimum clearance of 12" between conduit and trench wall or sheeting and bracing lines.
 - d. If minimum cover of 36" cannot be provided, then thermoplastic piping may not be used. Use ductile iron piping or other Engineer-approved material.
- I. Comply with pertinent OSHA regulations in regards to the excavation of utilities.

3.3 BACKFILLING

A. General:

1. Backfill trenches and excavations immediately after the pipes are laid, unless other protection is directed or indicated.
2. Select and deposit backfill materials with special reference to the future safety of the pipes.
3. 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.
4. Surplus material shall be disposed of as directed by the Engineer.
5. Original surface shall be restored to the approval of the Engineer.
6. Maintain proper dewatering during backfill and compaction operations.

B. Lower portion of trench:

1. 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.
2. Take special care in backfilling and bedding operations not to damage pipe and pipe coatings.

C. Remainder of trench:

1. 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 dimension.
2. Deposit backfill material in layers not exceeding the thickness specified, and compact each 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.

E. Under roads, streets and other paved areas:

1. Mechanically tamp in 6" layers using heavy duty pneumatic tampers or equal.
2. Tamp each layer to a density equivalent of not less than 100% of an ASTM D 698 Proctor Curve.
3. Provide additional compaction by leaving the backfilled trench open to traffic while maintaining the surface with crushed stone.
4. Refill any settlement with crushed stone and continue such maintenance until replacement of pavement is authorized by the Engineer.

F. Undeveloped areas:

1. 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.
2. Mound excavated material neatly over the ditch to provide for future settlements.

3.4 MEASUREMENT AND PAYMENT

- A. No measurement or direct payment will be made for the Work under this Section and all costs for same shall be included in the lump sum price bid for the project.

END OF SECTION

SECTION 02260

EROSION AND SEDIMENT CONTROL

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work included: Provide protection of the environment during the construction of this project to reduce 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 (SCDHEC) regulations.

PART 2 - PRODUCTS

2.1 CRUSHED STONE

- A. 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 exit.
- B. Provide #57 crushed stone for temporary sediment barriers around inlets and for temporary stone check dams.

2.2 GRASSING

- A. Comply with Section 02930 - Grassing.

2.3 SILT FENCE

- A. All posts to be self-fastener angle steel, 5' in length.
 - 1. Wooden posts are not acceptable.
- B. 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.
- C. 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.
 - 1. Limit splices in filter fabric using continuous rolls whenever possible.
 - 2. Whenever splices are necessary a minimum overlap of 6" is required and all splices must occur at a post so that the integrity of the fence is not compromised.
 - 3. Securely attach filter fabric to top of woven wire and at posts with wire ties.

- D. 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 the fence.

2.4 EROSION CONTROL BLANKET

- A. Use erosion control blanket S150, from North American Green or approved equal.
 - 1. Use Biostakes where staples are required or indicated on the drawings for stabilization.
 - a. Staple in pattern recommended by blanket manufacturer.
 - 2. Staple locations must be clearly marked on the blanket when stakes are used.

2.5 FILTER FABRIC (Temporary Stone Check Dam)

- A. Use Stabilenka Filter Fabric (T-140N), Mirafil (140N) or approved equal.

2.6 SEDIMENT TUBES

- A. Use sediment tubes as designated on the plans to control erosion along contours, around inlets, and in drainage conveyance swales.
- B. Use sediment tubes manufactured by an experienced manufacturer producing tubes for erosion control.
- C. Tube fill is to be composed of 100% weed free materials consisting of a mix of some or all of the following: curled excelsior wood, natural coconut fibers, hardwood mulch and agricultural straw.
- D. Tubular netting is to be constructed of a flexible outer netting that will contain the fill materials and sediment. Netting is to be constructed from seamless high density polyethylene, polyester, and/or ethyl vinyl acetate, photodegradable materials, treated with ultraviolet stabilizers.
- E. Tubes are to be minimum 20-inches in diameter with minimum weight of 3.2 lbs per foot +/- 10%. Minimum tube length is 10-feet. Netting weight is to be 0.35 oz/foot minimum.

PART 3 - EXECUTION

3.1 GENERAL

- A. Construct and maintain all erosion control measures until the substantial completion of the project.

3.2 TEMPORARY CONSTRUCTION ENTRANCE/EXIT

- A. Construct a gravel area or pad at points where vehicles enter and leave a construction site.
- B. Clear the entrance and exit area of all vegetation, roots, and other objectionable material and properly grade and place gravel to the grade and dimensions shown on the plans.

- C. Construct drainage channels to carry water to a sediment trap or other suitable outlet.
- D. Use geotextile fabrics to improve stability of the foundation in locations subject to seepage or high water table.
- E. Maintain the gravel pad in a condition to prevent mud or sediment from leaving the construction site by periodic top dressing with two inches of stone.
- F. After each rainfall, inspect any structure used to trap sediment and clean it out as necessary.
- G. Immediately remove objectionable materials spilled, washed, or tracked onto public roadways.

3.3 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 in accordance with Section 02930.
- 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. Comply with Section 02930.

3.4 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.

3.5 INLET PROTECTION

- A. Construct temporary sediment barriers around storm drain curb inlets using block and gravel as indicated on the drawings.
- B. Construct metal frame barriers around grate and frame of drop inlets as indicated on the drawings.
- C. Inspect structure after each rainfall and repair as required.
- D. Remove sediment when trap reaches one-half capacity.

E. Remove structure when protected areas have been stabilized.

3.6 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.

3.7 SEDIMENT TUBES

A. Construct small U-shaped trench that is 20% of depth of tube perpendicular to stormwater flow pattern.

B. Anchor tube in trench according to manufacturers recommendations.

C. Compact the upstream soil surface adjacent to the tube.

D. Backfill sediment tube with coarse filter material on the upstream side.

E. Follow manufactures recommendation on installation.

F. Maintain, repair and/or replace sediment tubes as required to maintain their effectiveness throughout the project

3.8 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 ≥ 0.1 ".

3.9 REMOVAL

A. Remove temporary structures after protected areas have been stabilized.

3.10 MEASUREMENT AND PAYMENT

A. No separate measurement or direct payment will be made for the items under this Section and all costs for same shall be included in the lump sum price bid for the project.

END OF SECTION

SECTION 02721

SEWERS: STORM DRAINAGE

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work included: Provide storm drainage sewer as shown on the drawings, specified herein, and needed for a complete and proper installation.
- B. 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.
 - 2. Section 01050 - Field Engineering.
 - 3. Section 02221 - Trenching, Backfilling for Utilities.

1.2 QUALITY ASSURANCE

- A. 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.
- B. All materials in this Section are to be manufactured in the United States.

1.3 SUBMITTALS

- A. Comply with pertinent provisions of Section 01340.
- B. Product data: Within 15 calendar days after the Contractor has received the Owner's Notice to Proceed, submit:
 - 1. Materials list of items proposed to be provided under this Section.
 - 2. Manufacturer's specifications and other data needed to prove compliance with the specified requirements.

1.4 PRODUCT HANDLING

- A. Comply with pertinent provisions of Section 01640.

1.5 ORDER AND ACCEPTANCE OF WORK

- A. Engineer shall direct on what line or street the Contractor shall work and the order thereof.
 - 1. Generally, work shall commence at the lower end of a system and proceed upgrade.

1.6 PROTECTION OF OTHER UTILITIES

- A. Location:
 - 1. Approximate location of certain known underground lines is shown.
 - 2. Existing small lines not shown.

3. 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.
- B. Repair or replace any damaged utility line or structure at no additional cost to Owner.

1.7 CONFLICTING UTILITIES

- A. Remove and/or relay conflicting utilities, when so directed by the Engineer, at the expense of the Owner.
- B. Where alterations to existing utilities are shown to avoid conflicts, make alterations at no cost to Owner.

PART 2 - PRODUCTS

2.1 GENERAL

- A. 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.
- B. 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. Pipe to comply with ASTM C-76 for Class III, Wall B (unless higher class is indicated on the drawings).
 2. Furnish pipe with joints designed for flexible watertight gaskets.
 3. Provide integral bell and spigot or tongue and groove joints.
 4. 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.
 5. Provide butyl ribbon sealant conforming to ASTM C990 for tongue and groove pipe joints.

2.3 DRAINAGE STRUCTURES

- A. Use precast concrete units acceptable to SCDOT.
- B. All other precast structures (i.e., headwalls, flared end sections, etc.) shall be approved by Engineer prior to installation.

2.4 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.

PART 3 - EXECUTION

3.1 LAYING OUT WORK

- A. Provide all materials, labor, instruments, etc. required to lay out Work.
- B. Prepare "cut sheets" under direct supervision of the Engineer.
- C. 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.
- D. Promptly inform Engineer of errors or discrepancies found, in order that proper corrections may be made.

3.2 INSTALLATION

- A. Trench, backfill and compact for the work of this Section in strict accordance with pertinent provisions of Section 02221 and Section 02616 of these specifications, and the following requirements:
 - 1. Maximum trench widths, depths, bedding and tamping methods and requirements shall be in accordance with the details in the plans or as required by the 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.
 - b. Include cost of special bedding and tamping in unit prices bid for sewer.
- B. Pipe laying:
 - 1. General:
 - a. Protect pipe during handling against shocks and free fall. Remove extraneous material from the pipe interior.
 - b. Lay pipe by proceeding upgrade with the spigot ends of bell-and-spigot pipe pointing in direction of flow.
 - c. Lay each pipe accurately to the indicated line and grade, aligning so the sewer has a uniform invert.
 - d. 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.
 - 2. Reinforced concrete pipe (RCP):
 - a. Select proper bedding class from preceding table as determined by pipe size and depth of cut.
 - b. Provide uniform and continuous support of pipe barrel between bell holes when utilizing Class D bedding.
 - c. Joints:
 - 1) O-ring gaskets: Lubricate and install gaskets in accordance with manufacturer's recommendations.
 - a) Align the pipe with previously installed pipe, and push the joint together. Using feeler gage, determine that gasket is properly fitted.

- 2) Preformed plastic gaskets:
 - a) Apply primer to clean, dry joint surfaces and allow to dry.
 - b) Attach plastic strips end to end to the leading edge of the tongue, 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.

3.3 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.
- C. 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 has hardened. Smooth the floor of the manhole outside the channels, and slope toward the channels at not less than 1" per foot nor 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.
 3. Make changes in size and grade of channels smoothly and evenly.
 4. Slope invert uniformly from invert of inlet to invert of outlet.

3.4 OBSERVATIONS

- A. General:
 1. Clean and prepare for observation each block or section of sewer upon completion, or at such other time as the Engineer may direct.
 2. Each section between manholes shall show a full circle of light when viewed from either end.
 3. Repair all visible leaks.
 4. Correct broken or cracked pipe, mislaid pipe and other defects.
 5. All repairs, relaying of sewers, etc. required to bring the sewers to specified status shall be made at no additional cost to the Owner.

3.6 MEASUREMENT AND PAYMENT

- A. No separate measurement or direct payment will be made for the items under this Section and all costs for same shall be included in the lump sum price bid for the project.

END OF SECTION

SECTION 02930

GRASSING

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work included: Provide grassing of the areas specified herein, or as indicated, for a complete and proper installation.
 - 1. All cleared areas and areas disturbed by the construction operation.
- B. Related work: Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.

1.2 QUALITY ASSURANCE

- A. 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.
- B. Seed: Conform to all State laws and to all requirements and regulations of the South Carolina Department of Agriculture.
 - 1. Deliver to site each variety of seed individually packaged and tagged to show name, net weight, origin and lot number.
- C. Fertilizer: Conform to State fertilizer law.

1.3 SUBMITTALS

- A. Comply with pertinent provisions of Section 01340.
- B. Product data: Within 30 calendar days after the Contractor has received the Owner's Notice to Proceed, submit:
 - 1. Complete materials list of items proposed to be provided under this Section.

1.4 PRODUCT HANDLING

- A. Comply with pertinent provisions of Section 01640.
- B. At time of delivery, furnish the Engineer invoices of all materials received in order that application rates may be determined.
- C. Immediately remove from the site materials that do not comply with the specified requirements, and promptly replace with materials meeting the specified requirements.

PART 2 - PRODUCTS

2.1 FERTILIZER

- A. Provide commercial balanced 16-4-12 or 12-4-8 fertilizer delivered to the site in bags labeled with the manufacturer's guaranteed analysis.

2.2 GRASS SEED

- A. Provide grass seed that is:
 1. Free from noxious weed seeds, and recleaned.
 2. Grade A recent crop seed.
 3. Treated with appropriate fungicide at time of mixing.
 4. Delivered to the site in sealed containers with dealer's guaranteed analysis.

2.3 LIME

- A. Provide agricultural grade, standard ground limestone conforming to current "Rules, Regulations and Standards of the Fertilizer Board of Control" issued at Clemson University.
- B. Bag tags or delivery slip for bulk loads shall indicate brand or trade name, calcium carbonate equivalent, and other pertinent data to identify the lime.

2.4 WOOD CELLULOSE FIBER

- A. Provide wood chip particles manufactured particularly for discharging uniformly on the ground surface when dispersed by a hydraulic water sprayer.
- B. Material to be heat processed so as to contain no germination or growth inhibiting factors.
- C. It shall be dyed (non-toxic) an appropriate color to facilitate metering.

2.5 STRAW MULCH

- A. Provide straw or hay material.
 1. Straw to be stalks of wheat, rye, barley or oats.
 2. Hay to be timothy, peavine, alfalfa, or coastal bermuda.
- B. Material to be reasonably dry and reasonably free from mature seed bearing stalks, roots, or bulblets or Johnson Grass, Nutgrass, Wild Onion and other noxious weeds.

2.6 EXCELSIOR FIBER MULCH

- A. To consist of 4" to 6", average length, wood fibers cut from sound, green timber.
- B. Make cut in such a manner as to provide maximum strength of fiber, but at a slight angle to natural grain of the wood.

2.7 EROSION CONTROL BLANKET

- A. Provide on areas as shown on the plans.
- B. Provide Erosion Control Blanket S150, from North American Green, or approved equal.

PART 3 - EXECUTION

3.1 GENERAL

- A. Seed these areas immediately upon completion of grading or construction and clean-up operations.
 - 1. Slopes greater than four horizontal to one vertical.
 - 2. Utility rights-of-way adjacent to stream banks.
- B. Areas ready for planting between August 16 and February 28 shall be planted with a temporary cover of Schedule No. 2. At the acceptable seasons for planting Schedule No. 1, the turf shall be destroyed by reworking the soil, and Schedule No. 1 seeding established as specified herein.
- C. Use Rate A lbs. per 1000 sq. ft. on slopes over 5' horizontal to 1' vertical in height and use Rate B lbs. per 1000 sq. ft. on slopes less than 5' horizontal to 1' vertical.

3.2 SEEDING SCHEDULES

- A. Mixtures of different types of seed for the various schedules shall be weighed and mixed in proper proportions in the presence of the Engineer.
- B. Schedule No. 1 - Planting dates March 1 to August 15:

Common Name of Seed	Rate A	Rate B
Rye Grain	1	1
Common Bermuda (hulled)	0	1.5
Sericea Lespedeza (clay soils)	1	0
Weeping Love Grass (sandy soils)	1	0
Centipede	0.5	0.5

- C. Schedule No. 2 - Planting dates August 16 - February 28:

Common Name of Seed	Rate A	Rate B
Rye Grain	0	1
Common Bermuda (hulled)	0	1.5
Brown Top Millet	5	0
Common Bermuda (unhulled)	0	2.0

3.3 GROUND PREPARATION

- A. Bring all areas to proper line, grade and cross section indicated on the plans.
- B. Repair erosion damage prior to commencing seeding operations.
- C. Loosen seed bed to minimum depth of 3".
- D. Provide and prepare topsoil in accordance with Section 02210.
- E. Conduct soil test to determine pH factor.
 - 1. If pH is not in the range of 6.0 to 6.5, adjust.

3.4 APPLICATION OF FERTILIZER

- A. Spread uniformly over areas to be seeded at:
 - 1. Rate of 18 lbs. per 1000 sq. ft. when using 16-4-12.
 - 2. Rate of 25 lbs. per 1000 sq. ft. when using 12-4-8.
 - 3. Use approved mechanical spreaders.
- B. Mix with soil to depth of approximately 3".

3.5 SOWING METHODS

- A. General:
 - 1. Perform seeding during the periods and at the rates specified in the seeding schedules.
 - 2. Do not conduct seeding work when ground is frozen or excessively wet.
 - 3. Produce satisfactory stand of grass regardless of period of the year the Work is performed.
- B. Seeding, slopes less than four horizontal to one vertical:
 - 1. Shall conform to Methods EA, WF or WCF as specified hereinafter.
 - 2. Method EA (Emulsified Asphalt):
 - a. Sow seed not more than 24 hours after application of fertilizer.
 - b. Use mechanical seed drills on accessible areas, rotary hand seeders, power sprayers, etc. may be used on steep slopes or areas not accessible to seed drills.
 - c. Cover seed and lightly compact with cultipacker if seed drill does not.
 - d. Within 24 hours following compaction of seeded areas, uniformly apply 0.2 gallons per square yard of emulsified asphalt over the seeded area.
 - 3. Method WF:
 - a. Sow seed as specified for Method EA.
 - b. Within 24 hours following covering of seeds, uniformly apply excelsior fiber at the rate of 100 lbs. per 1000 sq. ft.
 - c. Apply material hydraulically.
 - d. Seeded areas to be lightly rolled to form a tight mat of the excelsior fibers.
 - 4. Method WCF:
 - a. Apply seed, fertilizer and wood fiber mulch using hydraulic equipment.
 - b. Equipment to have built-in agitation system with capacity to agitate, suspend and homogeneously mix a slurry of the specified amount of fiber, fertilizer, seed and water.
 - c. Minimum capacity of slurry tank: 1000 gallons.
 - d. Apply fiber mulch at rate of 35 lbs. per 1000 sq. ft.
 - e. Regulate slurry mixture so that amounts and rates of application will result in uniform application of all materials at not less than the specified amounts.
 - f. Apply slurry in a sweeping motion, in an arched stream, so as to fall like rain, allowing the wood fibers to build upon each other.
 - g. Use color of wood pulp as guide, spraying the prepared seed bed until a uniform visible coat is obtained.
- C. Seeding, slopes greater than four horizontal to one vertical:
 - 1. Sow seed as specified for Method EA, unmulched.
 - 2. Cover seeded area with erosion control blanket.

3.6 SECOND APPLICATION OF FERTILIZER

- A. When plants are established and showing satisfactory growth, apply nitrogen at the rate of 1.0 lb. per 1000 sq. ft.
- B. Apply in dry form unless otherwise directed by the Engineer.
- C. Do not apply to stands of temporary grasses.

3.7 MAINTENANCE

- A. Maintain all seeded areas in satisfactory condition until final acceptance of the Work.
- B. Areas not showing satisfactory evidence of germination within six weeks of the seeding date shall be immediately reseeded, fertilized and/or mulched.
- C. Repair any eroded areas.
- D. Mow as necessary to maintain healthy growth rate until final acceptance of the Work.

3.8 ACCEPTANCE

- A. Permanently seeded areas (Schedule No. 1) will be accepted when the grass attains a height of 2".
- B. No acceptance will be made of temporary seeded areas (Schedule No. 2). Rework and seed with Schedule No. 1.

3.9 MEASUREMENT AND PAYMENT

- A. No measurement and payment will be made for the work under this Section and all costs for same shall be included in the lump sum price bid for the project.

END OF SECTION

SECTION 03300
CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work included: Provide cast-in-place concrete, including formwork and reinforcement, where shown on the Drawings, as specified herein, and as needed for a complete and proper installation.
- B. 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

- A. 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.
- B. Reference standards: Comply with the following codes, specifications and standards, except as otherwise shown or specified:
 - 1. American Concrete Institute (ACI) Publications:
 - ACI 301 Specification for Structural Concrete for Buildings
 - ACI 305 Recommended Practice for Hot Weather Concreting
 - ACI 306 Recommended Practice for Cold Weather Concreting
 - ACI 315 Manual of Standard Practice for Detailing Reinforced Concrete Structures
 - ACI 318 Building Code Requirements for Reinforced Concrete
 - ACI 347 Recommended Practice for Concrete Framework
 - 2. American Society for Testing and Materials (ASTM) Publications:
 - A185 Welded Steel Wire Fabric for Concrete Reinforcement
 - A615 Deformed and Plain Billet Steel Bars for Concrete Reinforcement
 - C31 Making and Curing Concrete Test Specimens in the Field
 - C33 Concrete Aggregates
 - C39-72 Compressive Strength of Cylindrical Concrete Specimens
 - C94 Ready-Mixed Concrete
 - C150 Portland Cement
 - C260 Air-Entraining Admixtures for Concrete
 - 3. Concrete Reinforcing Steel Institute (CRSI):
 - "Manual of Standard Practice"
 - 4. American Welding Society (AWS) Publication:
 - D12.1-61 Welding Reinforcement Steel, Metal Inserts and Connections in Reinforced Concrete
- C. Testing agency: A testing laboratory will be retained by the Owner to perform material evaluation tests required by these specifications.
- D. Qualifications of contractors performing concrete work: Minimum of two (2) years experience on comparable concrete projects.

- E. Plant qualification: Plant equipment and facilities shall meet all requirements of the Check List for Certification of Ready Mixed Concrete Production Facilities of the National Ready Mixed Concrete Association and ASTM C94.

1.3 SUBMITTALS

- A. Comply with the pertinent provisions of Section 01340.
- B. Within 15 calendar days after receiving the Owner's Notice to Proceed, submit proposed mix designs for approval.
 - 1. Proportions shall be determined by means of laboratory tests of concrete made with the cement and aggregate proposed for use.
 - 2. Provide report in detail from an approved testing laboratory showing 7-day and 28-day strengths obtained using materials proposed.
 - 3. Required average strength above specified strength:
 - a. Determinations of required average strength above specified strength (f'c) shall be in accordance with ACI 318 and ACI 301.
 - b. Establish the required average strength of the design mix using the materials proposed to be employed. Standard deviations shall be determined by thirty tests. Average strength used for selecting proportions shall exceed specified strength (f'c) by at least:

400 psi	Standard deviation is less than 300
550 psi	Standard deviation is 300 to 400
700 psi	Standard deviation is 400 to 500
900 psi	Standard deviation is 500 to 600
1200 psi	Standard deviation is above 600 or unknown
 - c. When the ready-mix producer does not have a record of past performance, the combination of materials and the proportions selected shall be selected from trial mixes having proportions and consistencies suitable for the work using at least three (3) different water/cement ratios which will produce a range of strengths encompassing those required. Average strength required shall be 1200 psi above specified strength.
 - 4. Cost of this work shall be borne by the Contractor.
- C. Manufacturer's data: Submit manufacturer's specification with application instructions for proprietary materials and items, including curing compound, form release agents, admixtures, patching compounds, and others as required by the Engineer.
- D. Shop drawings: Submit the following shop drawings to the Engineer for approval before work is started:
 - 1. Reinforcing steel drawings: Prepare in accordance with ACI 315. Indicate bending diagrams, assembly diagrams, splicing and laps of bars, dimensions and details of bar reinforcing and accessories.
 - 2. Cementitious coating.

1.4 PRODUCT HANDLING

- A. Comply with pertinent provisions of Section 01640.
- B. Store reinforcement in a manner that will avoid excessive rusting or coating by grease, oil, dirt and other objectionable materials.

- C. Keep reinforcement in separate piles or racks so as to avoid loss of identification after bundles are broken.

PART 2 - PRODUCTS

2.1 FORMS

- A. Use form materials conforming to ACI 347.
- B. Form lumber: Use lumber of sufficient quality and grade, size and stiffness to adequately support the work and ensure dimensional accuracy.
- C. Form ties: Use form ties which do not leave an open hole through the concrete and which permit neat and solid patching at every hole.
 - 1. Use ties with cones that allow a 1" break back and facilitate patching.
 - 2. On structures containing water or other liquid or below grade structures, use embedded rod ties with integral waterstops in addition to cones.
 - 3. Through-bolts that utilize a removable tapered sleeve in water containing and below grade applications: Use mechanical EPDM rubber plugs to seal holes made after removal of taper ties. Acceptable product is X-Plug by the Greenstreak Group, Inc. 800-325-9504. Follow manufacturers' instructions for installation. Friction fit plugs are not allowed.
 - 4. Wire ties and wood spreaders will not be permitted.
- D. Form coatings: Form release coating shall be neat oil with surface wetting agent or chemical release agent which effectively prevents absorption of moisture, prevents bonding with concrete, is non-staining to concrete and leaves the concrete with a paintable surface.
 - 1. On surfaces to receive an applied coating, use a residual free chemical form release agent which is compatible with the applied coating and will not prevent the applied finish from satisfactorily bonding to the concrete.
- E. Chamfer strips: Chamfer strips shall be wood or polyvinyl strips or approved equal, designed to be nailed in the forms to provide a 3/4" chamfer (unless indicated otherwise) at all exposed edges and corners of concrete members.

2.2 REINFORCEMENT

- A. Comply with the following as minimums:
 - 1. Bars: ASTM A615, Grade 60, unless otherwise shown on the Drawings, using deformed bars for Number 3 and larger.
 - 2. Welded wire fabric: ASTM A185.
 - a. Use sheet (mat) welded wire fabric only.
 - b. Welded wire fabric supplied in rolls will not be accepted.
 - 3. Bending: ACI 315 and ACI 318.
- B. Fabricate reinforcement to the required shapes and dimensions, within fabrication tolerances stated in the CRSI "Manual of Standard Practices".
- C. Do not use reinforcement having any of the following defects:
 - 1. Bar lengths, depths, or bends exceeding the specified fabricating tolerances.
 - 2. Bends or kinks not indicated on the Drawings or required for this Work.
 - 3. Bars with excessive rust, scale, dirt, oil or other defects which will reduce the bond or the effective cross section of the bar.

- D. Furnish all support bars, tie bars, chairs, bolsters, etc. required for properly supporting and spacing bars in the forms.
1. For slabs on grade, use supports with stand plates or horizontal runners where wetted base materials will not support chair legs. Other supports must be approved by the Engineer.
 2. For exposed-to-view concrete surfaces, where legs of supports are in contact with forms, provide supports with legs which are hot-dip galvanized, plastic protected or stainless steel.
 3. Supply supports for welded wire fabric as follows:

Welded Wire Fabric Support Spacing

Welded Wire Reinforcement (diameter)	Welded Wire Spacing (inches)	Maximum Support Spacing (feet)
W9 or larger	12 and greater	4
W5 to W8	12 and greater	3
W9 and larger	Less than 12	3
W4 to W8	Less than 12	2
Less than W4	Less than 12	1.5

- E. Tie wire: FS QQ-W-461, annealed steel, black, 16 gauge minimum.
- F. Welding electrodes: AWS A5.1, low hydrogen, E70 series.
- G. Splice devices: Shall be sized to develop one hundred twenty-five (125%) percent of yield strength of bar.

2.3 CONCRETE MATERIALS

- A. Cement: Use portland cement: ASTM C150, Type I, Type I-P or Type II, low alkali.
1. Where concrete will be exposed to sewage, use Type II or I-P cement.
 2. Fly ash shall conform to ASTM C618, Class C or F.
 3. Fly ash content shall not exceed 20% by weight of the total amount of cementitious materials (portland cement plus fly ash).
- B. Aggregates:
1. Fine aggregate: Conform to ASTM C33.
 2. Coarse aggregate: Conform to ASTM C33, Size #57.
- C. Water: Clean and potable and free from injurious amounts of deleterious materials.
- D. Admixtures:
1. Air entraining admixture: ASTM C260.
 2. Water reducing, set controlling admixture: Conform to ASTM C494.
 - a. Type A - water reducing.
 - b. Type D - water reducing and retarding.
 3. Superplasticizers: Conform to ASTM C494, Types F and G.
 - a. Use superplasticizers in thin section placements and in areas of congested reinforcing and/or embedded items, or where otherwise approved by the Engineer.
 - b. Use where conventional consolidation techniques are impractical.
 4. Do not use admixtures containing calcium chloride.

- E. Fiber reinforcing:
1. Use fiber reinforcing where indicated on the drawings.
 2. Provide polypropylene or co-polymer fibers as manufactured by High Tech Fibers, Inc., Fibermesh Company or an approved equal.
 3. Where required, use fiber reinforcing at a rate of 2.0 lbs. per cubic yard unless another rate is indicated on the drawings.
- F. Curing compounds:
1. On all vertical and formed surfaces, construction joints, basin slabs, surfaces to receive an applied coating or finish, and other surfaces except as otherwise indicated or specified, use a non-residual, non-staining curing compound conforming to ASTM C309 Type 1 and 1D. Acceptable products are:
 - a. L&M Cure by L&M Construction Chemicals, Inc.
 - b. Horn WB-75 by A.C. Horn Company.
 - c. Sonosil by Sonneborn, Inc.
 - d. Approved equal.
 2. On building floor slabs not otherwise receiving an applied coating or finish and on other flatwork as indicated on the Drawings, provide an acrylic copolymer curing and sealing compound conforming to ASTM C309 Type 1 and the following:
 - a. Non-yellowing.
 - b. Minimum 20% solids.
 - c. Maximum unit moisture loss in accordance with ASTM C156 - 0.40 kg./sq.m at 72 hours.
 - d. Acceptable products are Dress & Seal by L&M Construction Chemicals, Inc., Clear Seal Standard by A. C. Horn Company, Kure-N-Seal 0800 by Sonneborn, Inc., or approved equal.

2.4 CONCRETE MIXES

- A. Provide concrete with the compressive strengths shown on the Drawings. When such strengths are not shown on the Drawings, provide the following 28-day strengths as minimum:
- | | | |
|----|--|---------------------------------|
| 1. | All structural concrete except as indicated in Nos. 2 and 3 below or as noted otherwise on the plans | 4000 psi |
| 2. | All sidewalks, curbs and gutters, and unreinforced foundations | 4000 psi with fiber reinforcing |
| 3. | Thrust blocking, backfill or encasement for piping, and concrete fill | 2500 psi |
| 4. | Prestressed or precast concrete: | 5000 psi |
- B. Maximum water cement ratios:
- | | |
|-------------------|------|
| 4000 psi concrete | 0.5 |
| 3000 psi concrete | 0.53 |
| 2500 psi concrete | 0.67 |
- C. Entrained air:
- | | |
|----------------------------|--------------|
| 3000 and 4000 psi concrete | 5% ± 1% |
| 2500 psi concrete | Not Required |
- D. Slump:

3000 and 4000 psi concrete
2500 psi concrete

4" ± 1"
5" ± 1"

E. Production of concrete:

1. General: Concrete shall be ready mixed and shall be batched, mixed and transported in accordance with ASTM C94 except as otherwise indicated.
2. Monitor time and mix proportions by plant delivery slips.
3. Air entraining admixtures: Add air entraining admixture into the mixture as a solution and measure by means of an approved mechanical dispensing device.
4. Water reducing and retarding admixture: Add water reducing and retarding admixture and measure as recommended by the manufacturer.
5. Addition of water to the mix upon arrival at the job site shall not exceed that necessary to compensate for a 1" loss in slump, nor shall the design maximum water-cement ratio be exceeded. Water shall not be added to the batch at any later time.
6. Weather conditions: Control temperature of mix as required by ACI 306 "Cold Weather Concreting" and by ACI 305 "Hot Weather Concreting".

PART 3 - EXECUTION

3.1 SURFACE CONDITIONS

- A. Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the Work. Do not proceed until unsatisfactory conditions are corrected.
- B. Water, mud, organic, and other detrimental material shall be removed from excavations before concrete is deposited.
- C. Notify the Engineer prior to placing concrete and place no concrete until the formwork, reinforcing and embedded items have been observed by the Engineer.

3.2 FORMWORK

A. General:

1. Construct forms in conformance with ACI 347.
2. Design, erect, support, brace and maintain formwork so it will safely support vertical and lateral loads which might be applied until such loads can be supported safely by the concrete structure.
3. Construct forms to the exact sizes, shapes, lines and dimensions shown, and as required to obtain accurate alignment, location, grades, level and plumb work in the finished structure.
4. Provide formwork sufficiently tight to prevent leakage of cement paste during concrete placement. Solidly butt joints and provide backup material at joints as required to prevent leakage and prevent fins.

B. Form construction and erection:

1. Construct forms in conformance with ACI 347.
2. Provide for openings, offsets, keyways, recesses, moldings, reglets, chamfers, blocking, screeds, bulkheads, anchorages, inserts and other embedded items as required.

3. Hold inner and outer forms for vertical concrete together with combination steel ties and spreaders approved by the Engineer.
 4. Unless specifically stated otherwise, provide 3/4" chamfer at all exposed edges of concrete.
 5. Provide temporary openings in the formwork where necessary to facilitate cleaning and inspection of the formwork.
 6. Coat form contact surfaces with approved form coating compound prior to placing reinforcing steel.
 7. Do not allow excess form coating material to accumulate in the forms or to come in contact with reinforcing surfaces which will bond to fresh concrete.
 8. Side forms for footings may be omitted, and concrete may be placed directly against excavation only when requested by the Contractor and approved by the Engineer.
 9. Provide a positive means of adjustment of shores and struts and ensure that all settlement is taken up during concrete placing.
 10. Construct blockouts and formed openings of sufficient size and proper location to permit final alignment of items within it or passing through it.
 - a. Allow sufficient space for grouting, packing or sealing around any items penetrating the opening as may be required to ensure watertightness.
 - b. Provide openings with continuous keyways with waterstops where required, and provide a slight flare to facilitate grouting and the escape of entrapped air during grouting.
 - c. Provide only blockouts or openings that are shown on the drawings or otherwise approved by the Engineer.
- C. Formwork reuse: Reuse only forms that are in good condition and which maintain a uniform surface texture on expose concrete surfaces.
1. Apply a light sanding as necessary to obtain a uniform texture.
 2. Plug unused tie holes and penetrations flush with the form surface.
- D. Removal of forms:
1. Do not disturb or remove forms until the concrete has hardened sufficiently to permit form removal with complete safety. Do not remove shoring until the member has acquired sufficient strength to support its own weight, the load upon it, and the added load of construction.
 2. Do not remove forms before the following minimum times without prior approval from the Engineer:

a. Sides of footings or slabs on grade	24 hrs
b. Walls not supporting load	48 hrs
c. Vertical sides of beams	48 hrs
d. Columns not supporting load	48 hrs
e. Suspended slabs or beam bottoms (forms only)	10 days
 3. In determining the minimum stripping times, consider only the cumulative time during which the ambient temperature of the air surrounding the concrete is above 50°.
 4. Do not remove shoring for suspended slabs or beams until the concrete has reached 75% of the specified 28 day strength.
 5. When reshoring or backshoring is permitted or required, plan the operations in advance and submit procedures to the Engineer for approval.
 - a. Design and plan all reshoring operations to support all construction loading and in accordance with ACI 347.
 6. Exercise care in removing forms from finished concrete surfaces so that surfaces are not marred or gouged and that corners are true, sharp and unbroken.
 7. Do not permit steel spreaders, form ties, or other metal to project from or be visible on any concrete surface except where so shown on the drawings.

8. Whenever the formwork is removed during the curing period, continue to cure the exposed concrete by one of the methods specified herein.

3.3 EMBEDDED ITEMS

- A. Embedded items: Set anchor bolts and other embedded items accurately and securely in position in the forms until the concrete is placed and set.
 1. Use templates where practical for all anchor bolts.
 2. Check locations of all anchor bolt and special castings prior to placing concrete and verify locations after concreting.
- B. Piping cast in concrete:
 1. Install and secure sleeves, wall pipes and pipe penetrations before placing concrete.
 2. Do not weld or otherwise attach piping to reinforcing steel.
 3. Support piping to be encased in concrete securely and on firm foundation so as to prevent movement or settlement during concreting.
- C. Locate electrical conduit so that it will not impair the strength of the construction.
 1. Do not use conduits running within (not passing through) a slab, wall or beam that are larger in outside diameter than 1/3 overall concrete thickness unless otherwise approved by the Engineer.
 2. Do not space conduits closer than three conduit diameters apart unless otherwise approved by the Engineer.

3.4 REINFORCEMENT

- A. General: Comply with the specified codes and standards and Concrete Reinforcing Steel Institute's recommended practice for "Placing Reinforcing Bars" for details and methods of reinforcement placement and supports and as herein specified.
 1. Clean reinforcement and remove loose dust and mill scale, earth, and other materials which reduce or destroy bond with concrete.
 2. Position and secure reinforcement against displacement by forms, construction, and the concrete placement operations.
 3. Use adequate number of ties to secure reinforcing.
 4. Do not weld or field bend reinforcing without prior approval by the Engineer.
- B. Placing reinforcing:
 1. Provide and install all chairs, runners, bolsters, standees and other accessories in sufficient quantities to satisfactorily position the reinforcing and hold it in place during concrete placement.
 2. Support reinforcing for slabs on ground on chairs or bolsters with stand plates or a properly sized concrete cube.
 - a. Use concrete bricks as supports only as approved by the Engineer.
 3. Secure and tie dowels in place prior to placing concrete. Do not press dowels into wet concrete.
- C. Concrete cover: Unless otherwise indicated on the drawings or specified herein, install reinforcing with clear concrete coverage in conformance with ACI 318.
 1. All reinforcement, regardless of size, exposed to water or sewage shall have 2" cover.
 2. Place reinforcement a minimum of 2" clear of any openings or metal pipe or fittings.

- D. Splicing reinforcement: Splice reinforcement steel in accordance with the latest revisions of ACI 318 "Building Code Requirements for Reinforced Concrete" unless shown otherwise on the drawings.
1. All splices at wall corners or intersections and at wall and foundation intersections shall be Class B tension splices per ACI 3-18, Sections 12.2.2 and 12.15.
 2. All other splices of vertical or horizontal steel in walls shall be Class B tension splices as per ACI 318 per ACI 318, Sections 12.2.2 and 12.15.
 3. Horizontal ring steel in circular, non-prestressed concrete tanks shall be Class B tension splices and the splices shall be staggered so that no more than 50% of the bars are spliced at any one location.
 4. All welded or mechanical splicing devices shall develop 125% of the yield strength of the bar.
 5. Column vertical bars shall lap 30 bar diameters with dowels at the base of the column unless otherwise noted. Dowels shall be the same size and quantity as column vertical bars unless otherwise noted.
 6. All splices not otherwise shown or specified shall be Class B tension lap splices per ACI 318, Sections 12.2.2 and 12.15.
- E. Tolerances: Place bars in the locations indicated within the tolerances conforming to the CRSI "Manual of Standard Practice".
- F. Welded wire mesh: Install welded wire fabric in as long of a length as practicable and lay flat before placing concrete.
1. Use only mat welded wire fabric. Do not use welded wire fabric from rolls.
 2. Support and tie mesh to prevent movement during concrete placement.
 3. Lap adjoining pieces at least one full mesh and lace splices with wire.
 4. Provide, at a minimum, supports for welded wire fabric according to the Table in Section 2.2.D.3. Confirm the adequacy of the support spacings listed therein for the anticipated construction loads. Increase the number of supports, if necessary, to assure that the final position of the welded wire fabric will conform to that shown on the drawings.
 5. Do not place welded wire fabric on the subbase surface and then hook or "pull up" the reinforcement during concrete placement.
 6. Do not lay welded wire fabric on top of the freshly placed concrete and then "walk it" into place.

3.5 PLACING CONCRETE

A. Preparation:

1. Remove foreign matter accumulated in the forms.
2. Rigidly close openings left in the formwork.
3. Wet wood forms sufficiently to tighten up cracks. Wet other material sufficiently to maintain workability of the concrete.
4. Use only clean tools.
5. Provide and maintain sufficient tools and equipment on hand to facilitate uninterrupted placement of the concrete.
6. Before commencing concrete, inspect and complete installation of formwork, reinforcing steel and all items to be embedded or cast-in.

B. Conveying:

1. Transport and handle concrete from the truck to the place of final deposit as rapidly as practicable by methods which will prevent segregation or loss of ingredients to maintain the quality of the concrete.

2. Provide equipment for lifting, dumping, chuting, pumping or conveying the concrete, of such size and design as to ensure a practically continuous flow of concrete at the delivery and without separation of materials.
 3. Use hoppers and elephant trunks where necessary to prevent the free fall of concrete for more than 4'.
 4. Do not use concrete that is not placed within 1-1/2 hours after water is first introduced into the mix unless the slump is such that it meets the specified limits without the addition of water to the batch.
- C. Placing:
1. Deposit concrete as nearly as practicable in its final location so as to avoid separation due to rehandling and flowing.
 2. Deposit concrete in horizontal layers not deeper than 2', avoiding inclined layers.
 3. Place concrete at such a manner that concrete upon which fresh concrete is deposited is still plastic.
 4. Bring slab surfaces to the correct level with screeds set to the proper elevation.
- D. Hot weather placement: Place concrete in hot weather in accordance with ACI 305 "Hot Weather Concreting" and as specified herein.
1. Do not place concrete whose temperature exceeds 100°F.
 2. Thoroughly wet forms and reinforcing prior to placement of concrete.
 3. Use additional set retarder as necessary to increase set time.
 4. Limit the size of the pour where it may reduce the likelihood of cold joints due to reduced set time.
 5. Shade the fresh concrete as soon as possible after placing.
 6. Start curing as soon as the concrete is sufficiently hard to permit without damage.
- E. Cold weather placement: Place concrete in cold weather in accordance with ACI 306 and as specified herein.
1. Except when authorized specifically by the Engineer, do not place concrete when the atmospheric temperature is below 40°F.
 2. When cold weather placement is approved by the Engineer, heat either the mixing water or aggregate or both so that the concrete temperature is between 65°F and 85°F.
 3. Protect the freshly placed concrete by adequate housing or covering and provide heat to maintain a temperature of not less than 50°F for not less than four days.
 4. Do not add salts, chemicals, or other materials to the concrete mix to lower the freezing point of the concrete.
- F. Consolidation:
1. Consolidate each layer of concrete immediately after placing, by use of internal concrete vibrators supplemented by hand spading, rodding, or tamping.
 - a. Use vibrators having a 2" head diameter and a minimum frequency of 8000 vibrations per second.
 - b. Provide sufficient number of vibrators to properly consolidate the concrete, keeping up with placement operations.
 - c. Provide at least one spare vibrator on site.
 2. Insert and withdraw vibrators at points approximately 18" apart.
 3. Do not vibrate forms or reinforcement.
 4. Do not use vibrators to transport concrete inside the forms.

3.6 PROTECTION

- A. Protect the surface finish of newly placed concrete from damage by rainwater or construction traffic.
- B. Do not apply design loads to structures until the concrete has obtained the specified strength.
 - 1. Do not backfill against walls until they have reached the specified strength and all supporting or bracing walls, slabs, etc. have also reached the specified strength, unless otherwise permitted by the Engineer.
 - 2. Protect structures from construction overloads.

3.7 CURING

- A. Beginning immediately after placement, protect concrete from premature drying, excessively hot and cold temperatures and mechanical injury.
- B. Continuously cure concrete for a period of not less than 7 days after placement.
 - 1. When seven-day cylinder breaks indicate, in the opinion of the Engineer, the possibility of low strength concrete, provide additional curing as per the request of the Engineer.
 - 2. When temperatures during the curing period fall below 40°F, provide additional curing time as directed by the Engineer.
- C. Unless otherwise directed by the Engineer, cure concrete not in contact with forms in accordance with one of the following procedures:
 - 1. Ponding or sprinkling: Keep entire concrete surface wet by continuously sprinkling or by allowing water to pond, covering all surfaces.
 - 2. Wet burlap: Thoroughly wet and cover all concrete surfaces with wet burlap mats as soon as the concrete has set sufficiently to avoid marring the surface.
 - a. Keep the burlap continuously wet during the curing period.
 - 3. Curing blankets: Thoroughly wet concrete surfaces to be cured and cover with curing blankets as soon as the concrete has set sufficiently to avoid marring the surface.
 - a. Weight the blankets down to maintain close contact with the concrete surface.
 - b. Use sheets of waterproof kraft paper with the joints between sheets taped continuously; or
 - c. Use sheets of 4 mil or thicker polyethylene with the joints between sheets continuously taped.
 - 4. Wet sand: Apply a layer of sand over the entire surface and keep it continuously wet.
 - 5. Curing compound: Apply curing compound immediately after completion of the finish on unformed surfaces and within two hours after removal of forms on formed surfaces.
 - a. Spray the entire surface with two coats of liquid curing compound, applying the second coat in the direction of 90° to the first coat.
 - b. Apply compound in accordance with the manufacturer's instructions to cover the surface with a uniform film which will seal thoroughly.
- D. Hot weather: When necessary, provide wind breaks, shading, fog spraying, sprinkling, ponding or wet covering with a light colored material applying as quickly as concrete hardening and finishing operations will allow.

3.8 CONCRETE FINISHING

- A. Finish schedule: Unless otherwise indicated on the drawings, finish all concrete surfaces in accordance with the following schedule:
1. Form finish: Formed surfaces not ordinarily exposed to view, including:
 - a. Interior walls of open tanks below a line one foot lower than the lowest normal water level.
 - b. The underside of slabs not exposed to view.
 - c. Walls below grade.
 2. Cementitious coating: All formed surfaces exposed to view including:
 - a. Interior walls of tanks above a line one foot lower than the lowest normal water level.
 - b. The underside of slabs, soffits, etc. exposed to view.
 3. Float finish: Slab surfaces not exposed to view or not receiving an applied thin finish, including:
 - a. Bottom slabs of tanks or structures containing water sewage or other liquid.
 - b. Foundations not exposed to view.
 - c. Roof slabs to be covered with insulation and/or built-up roofing.
 4. Trowel finish: Interior slab surfaces exposed to view or to receive an applied thin film coating or floor finish, including:
 - a. Interior, indoor slabs and floors of buildings.
 - b. Surfaces on which mechanical equipment moves.
 - c. Floors receiving vinyl tile, resilient flooring, carpet, paint, etc.
 5. Broom finish: Exterior, outdoor slabs exposed to view including:
 - a. Outdoor floor slabs and walkways.
 - b. Other floors which may become wet or otherwise require a non-skid surface.
 - c. Sidewalks and concrete pavements.
 6. Scratch finish: Surfaces which are to receive a thick topping or additional concrete cast against them including:
 - a. Surfaces receiving concrete equipment pads.
 - b. Floors receiving concrete topping.
 - c. Construction joints not otherwise keyed.
 7. Edge finish: Exposed edges of slabs not receiving chamfer including:
 - a. Sidewalk edges and joints.
 - b. Pavement edges and joints.
 - c. Other slab edges not chamfered.
- B. Finishing procedures:
1. Form finish:
 - a. Repair defective concrete.
 - b. Fill depressions deeper than 1/4".
 - c. Fill tie holes.
 - d. Remove fins exceeding 1/8" in height.
 2. Cementitious finish:
 - a. Patch all tie holes and defects and remove all fins.
 - b. Within one day of form removal, fill all bug holes, wet the surfaces and rub with carborundum brick until a uniform color and texture are produced; or
 - c. Dampen surfaces, brush apply a grout slurry consisting of 1 part portland cement to 1-1/2 parts sand, and rub the surface vigorously with a stone. Remove all excess grout.
 - d. Provide a two coat cement base waterproofing, sealing finish of Thoroseal and Thoroseal Plaster Mix as manufactured by Standard Dry Wall Products, Inc. or an approved equal.

- 1) Patch all tie holes and defects and removal all fins, and clean surface of all dirt, laitance, grease, form treatments, curing compounds, etc.
 - 2) Key coat: Apply key coat of Thoroseal at a rate of two (2) lbs. per sq. yd. by fiber brush. Mix material using one part of Acryl 60 to three parts clean water. Should material start to drag during application, dampen surface with water. During hot weather periods, dampen surfaces with water prior to application of key coat material. Key coat shall be allowed to cure for five (5) days before applying finish coat.
 - 3) Apply a finish coat consisting of a four (4) to six (6) lbs. per sq. yd. application of Thoroseal Plaster Mix using steel trowel or spray gun. Color to be selected by the Owner. Mix dry material using one (1) part Acryl 60 to three (3) parts clean water. Firmly press the mix into all voids and level with a steel trowel. When surface is set so that it will not roll or lift, float it uniformly using a sponge float.
3. Float finish:
 - a. Begin floating when the water sheen has disappeared and when the surface has stiffened sufficiently to permit the operation.
 - b. Cut down all high spots and fill all low spots and float the slab to a uniform sandy texture.
 4. Trowel finish:
 - a. Float finish as specified herein.
 - b. Power trowel to a smooth surface free of defects.
 - c. After the surface has hardened sufficiently, hand trowel until a ringing sound is produced as the trowel is moved over the concrete surface.
 5. Broom finish:
 - a. Float finish as specified herein.
 - b. Provide a scored texture by drawing a broom across the surface.
 6. Scratch surface:
 - a. Screed the surface to the proper elevations.
 - b. Roughen with rakes or stiff brushes.
 7. Edge finish: Tool slab edges and joints with a 1/4" radius edging tool.

3.9 SURFACE REPAIR

- A. Patching mortar:
 1. Make a patching mortar consisting of 1 part portland cement to 2-1/2 parts sand by damp loose volume.
 2. Mix the mortar using one part acrylic bonding admixture to two parts water.
- B. Tie holes: Clean and dampen all tie holes and fill solidly with patching mortar.
- C. Surface defects:
 1. Remove all defective concrete down to sound solid concrete.
 2. Chip edges perpendicular to the concrete surface or slightly undercut, allowing no feather edges.
 3. Dampen surfaces to be patched.
 4. Patch defects by filling solidly with repair mortar.
- D. Allow the Engineer to observe the work before placing the patching mortar.
- E. Repair defective areas greater than 1 sq. ft. or deeper than 1-1/2" as directed by the Engineer using materials approved by the Engineer at no additional expense to the Owner.

3.10 JOINTS

A. Construction joints:

1. Unless otherwise approved by the Engineer, provide construction joints as shown on the drawings.
2. If additional construction joints are found to be required, secure the Engineer's approval of joint design and location prior to start of concrete placement.
3. Continue all reinforcing across construction joints and provide 1-1/2" deep keyways unless indicated otherwise on the drawings.
 - a. Form keyways in place.
4. Provide waterstops in all construction joints of liquid containing structures, structures below grade or other structures as shown on the drawings.

B. Expansion joints:

1. Provide expansion joints of size, type and locations as shown on the drawings.
2. Do not permit reinforcement or other embedded metal items that are being bonded with concrete (except smooth dowels bonded on only one side of the joints, where indicated on the drawings) to extend continuously through any expansion joint.
3. Provide waterstops where required.

C. Control or contraction joints:

1. Locate and construct control and contraction joints in accordance with the Drawings.
2. Where no specific joint pattern is indicated in slabs on grade or concrete pavements, submit a proposed joint layout to the Engineer for approval.
3. Where no specific joint details are shown on the drawings, joints may be tooled, preformed or saw-cut.
4. Saw-cut joints as soon as the concrete has hardened sufficiently to prevent aggregates from being dislodged by the saw.

3.11 FIELD QUALITY CONTROL

A. Concrete cylinder tests:

1. During construction, prepare test cylinders for compressive strength testing, using 6" diameter by 12" long single use molds, complying with ASTM C31.
 - a. Make a set of three test cylinders from each pour of 50 cubic yards or less, plus one additional set of cylinders for each additional 50 cubic yards or fraction thereof.
 - b. Identify each and tag cylinder as to date of pour and location of concrete which it represents.
 - c. Deliver cylinders to testing lab selected by the Owner.
 - d. Cost for preparation and delivery of cylinders shall be borne by the Contractor. Cost for testing cylinders will be borne by the Owner.
2. Should strengths shown by test cylinders fail to meet specified strengths for the concrete represented, then:
 - a. Engineer shall have the right to require changes in the mix proportions as he deems necessary on the remainder of the work.
 - b. Additional curing of those portions of the structure represented by the failed test cylinders shall be accomplished as directed by the Engineer.

- c. Upon failure of the additional curing to bring the concrete up to specified strength requirements, strengthening or replacement of those portions of the structure shall be as directed by the Engineer.
 - d. The Engineer may require additional testing of concrete in question by either non-destructive methods such as the Swiss Hammer, Windsor Probe or Ultrasonics or by coring and testing the concrete in question in accordance with ASTM C42. Such testing shall be performed at no additional cost to the Owner.
- B. Other field concrete tests:
 - 1. Slump tests: Either the Engineer or a testing laboratory representative will make slump tests of concrete as it is discharged from the mixer.
 - a. Slump test may be made on any concrete batch at the discretion of the Engineer.
 - b. Failure to meet specified slump requirements (prior to addition of any superplasticizers) will be cause for rejection of the concrete.
 - 2. Temperature: The concrete temperature may be checked at the discretion of the Engineer.
 - 3. Entrained air: Air content of the concrete will be checked by a representative of the testing laboratory at the discretion of the Engineer.
- C. Coordination of laboratory services: The Contractor shall be responsible for coordination of laboratory services.
 - 1. Maintain a log recording quantities of each type of concrete placed, date and location of pour.
 - 2. Inform the testing laboratory of locations and dates of concrete placement and other information as required to be identified in the laboratory's test reports.
- D. Tests required because of extensive honeycombing, poor consolidation of the concrete or any suspected deficiency in the concrete will be paid for by the Contractor.
- E. Dimensional tolerances:
 - 1. Dimensional tolerances for allowable variations from dimensions or locations of concrete work, including the locations of embedded items shall be as given in ACI 301.
 - 2. Where anchor bolts or other embedded items are required for equipment installation, comply with the manufacturer's tolerances if more stringent than those stated in ACI 301.
- F. Watertight concrete:
 - 1. All liquid containing structures, basements or pits below grade shall be watertight.
 - 2. Any visible leakage or seepage shall be repaired as instructed by the Engineer at no expense to the Owner.
 - 3. Where physical evidence of honeycombing, cold joints or other deficiencies which may impair the watertightness of a structure exists, the Engineer may at his discretion call for leak testing of the structure.
 - a. Fill the structure with water and allow to stand for not less than 48 hours.
 - b. Make repairs on the structure until all visible leaks are sealed and the leakage rate of the water in the structure is less than 0.1% of the volume held in the structure per day.

- c. The cost of testing and repairs shall be performed at no expense to the Owner.
- G. Concrete which fails to meet strength requirements, dimensional tolerances, watertightness criteria, or is otherwise deficient due to insufficient curing, improper consolidation or physical damage shall be replaced or repaired as instructed by the Engineer at no expense to the Owner.

3.12 MEASUREMENT AND PAYMENT

- A. No measurement or direct payment will be made for the work under this Section and all costs for same shall be included in the lump sum price bid for the project.

END OF SECTION