
PROJECT MANUAL

RE-BID

**SOCCER PRACTICE FIELDS DRAINAGE IMPROVEMENTS
UNIVERSITY OF SOUTH CAROLINA
COLUMBIA, SC**

MAY 5, 2015

**STATE PROJECT NO. H27-Z204
CHA PROJECT #: 29614**

Prepared for:

**UNIVERSITY OF SOUTH CAROLINA
743 GREENE STREET
COLUMBIA, SC 29208**

Prepared by:

**CHA SPORTS
1310 Lady Street, Suite 208
Columbia, SC 29201
(803) 602-3690**

February 26, 2015

DOCUMENT 000107 – SEALS PAGE

1.1 DESIGN PROFESSIONALS OF RECORD

LEAD
CONSULTANT

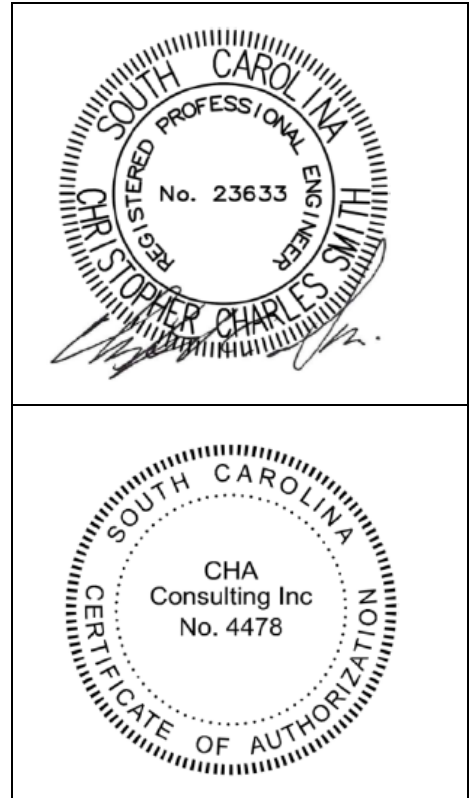
CHA Consulting, Inc.

Project Manual except where
indicated as prepared by
other design professionals of
record.

Professional Engineer

CHA Consulting, Inc.

Corporate Seal

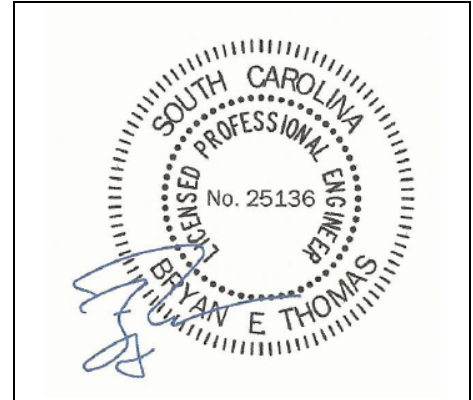


February 26, 2015

CIVIL
ENGINEER

URS

Sections: All Division 02,
31, 32, and 33 Technical
Specifications except
321801, 323113, 328400,
329223-10, and 334100-20



URS

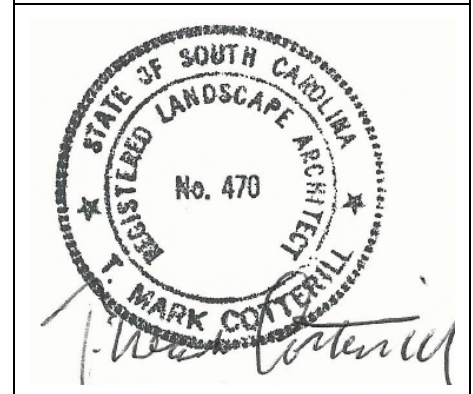
Corporate Seal



IRRIGATION
CONSULTANT

**Grimball Cotterill &
Associates**

Specification 328400



**Grimball Cotterill &
Associates**

Corporate Seal

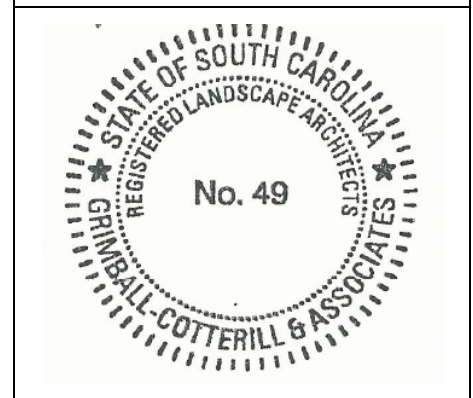


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SE-310

INVITATION FOR CONSTRUCTION SERVICES

PROJECT NAME: Soccer Practice Fields Drainage Improvements - Re-BidPROJECT NUMBER: H27-Z204PROJECT LOCATION: 1320 Heyward Street, Columbia, SC 29205BID SECURITY REQUIRED? Yes No PERFORMANCE BOND REQUIRED? Yes No PAYMENT BOND REQUIRED? Yes No

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

CONSTRUCTION COST RANGE: \$ 400,000-500,000

DESCRIPTION OF PROJECT: Re-grading and re-constructing 1 and 1/2 soccer practice fields, including: demolish existing fields; new perimeter drain and sand cap layer; new sod; new perimeter chain link fencing; new irrigation system. Small and minority business participation is encouraged. Bidders are responsible for obtaining all bidding documents from the USC purchasing website: purchasing.sc.edu.

BIDDING DOCUMENTS/PLANS MAY BE OBTAINED FROM: http://purchasing.sc.edu/Facilities/Construction Solicitations and Awards

PLAN DEPOSIT AMOUNT: \$ \$0.00 IS DEPOSIT REFUNDABLE Yes No N/A

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

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

N/A

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

A-E NAME: CHA SportsA-E CONTACT: Chris SmithA-E ADDRESS: Street/PO Box: 1310 Lady Street, Suite 208City: ColumbiaState: SCZIP: 29201-EMAIL: csmith@chacompanies.comTELEPHONE: 803-602-3690FAX: (none)AGENCY: University of South CarolinaAGENCY PROJECT COORDINATOR: Clarissa ClarkADDRESS: Street/PO Box: 743 Greene StreetCity: ColumbiaState: SCZIP: 29208-EMAIL: clarkcg2@mailbox.sc.eduTELEPHONE: 803-777-7162FAX: 803-777-7334PRE-BID CONFERENCE: Yes No MANDATORY ATTENDANCE: Yes No PRE-BID DATE: 5/19/2015 TIME: 10:00 amPLACE: Conference Room 53, 743 Greene Street, Columbia, SC 29208BID CLOSING DATE: 6/2/15 TIME: 3:00 pmPLACE: Conference Room 53, 743 Greene Street, Columbia, SC 29208

BID DELIVERY ADDRESSES:

HAND-DELIVERY:

Attn: Clarissa ClarkUSC Campus Planning & Construction743 Greene Street, Columbia, SC 29208

MAIL SERVICE:

Attn: Clarissa ClarkUSC Campus Planning & Construction743 Greene Street, Columbia, SC 29208

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

APPROVED BY: _____ 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

AGENCY: University of South Carolina

PROJECT NAME: Soccer Practice Fields Drainage Improvements

PROJECT NUMBER: H27-Z204

PROJECT LOCATION: 1320 Heyward Street, Columbia, SC 29205

PROCUREMENT OFFICER: Clarissa Clark

1. STANDARD SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

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

2. MODIFICATIONS TO A701-1997

2.1 *Delete Section 1.1 and insert the following:*

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

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

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

2.4 *In Section 2.1.1:*

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

Insert the following at the end of this section:

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

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

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

2.6 *Insert the following Sections 2.2 through 2.6:*

2.2 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

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

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

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

2.3 DRUG FREE WORKPLACE

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

2.4 CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS

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

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

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

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

2.5 ETHICS CERTIFICATE

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

2.6 RESTRICTIONS APPLICABLE TO BIDDERS & GIFTS

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

2.7 IRAN DIVESTMENT ACT CERTIFICATION

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

2.7 Delete Section 3.1.1 and substitute the following:

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

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

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

OSE FORM 00201**STANDARD SUPPLEMENTAL INSTRUCTIONS TO BIDDERS****2.11** *In Section 3.2.2:*

Delete the words “and Sub-bidders”

Delete the word “seven” and substitute the word “ten”

2.12 *In Section 3.2.3:*

In the first Sentence, insert the word “written” before the word “Addendum.”

Insert the following at the end of the section:

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

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

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

2.14 *Delete Section 3.3.2 and substitute the following:*

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

2.15 *Delete Section 3.4.3 and substitute the following:*

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

2.16 *Insert the following Sections 3.4.5 and 3.4.6:*

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

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

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

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

2.19 *Delete Section 4.1.3 and substitute the following:*

4.1.3 Sums shall be expressed in figures.

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

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

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

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

2.22 *Delete Section 4.1.6 and substitute the following:*

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

2.23 *Delete Section 4.1.7 and substitute the following:*

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

2.24 *Delete Section 4.2.1 and substitute the following:*

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

2.25 *Delete Section 4.2.2 and substitute the following:*

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

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

2.26 *Delete Section 4.2.3 and substitute the following:*

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

2.27 *Insert the following Section 4.2.4:*

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

2.28 *Delete Section 4.3.1 and substitute the following:*

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

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

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

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

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

2.30 *Delete Section 4.4.2 and substitute the following:*

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

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

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

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

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

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

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

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

2.33 *Insert the following Sections 5.2.2 and 5.2.3:*

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

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

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

2.34 *Delete Section 6.1 and substitute the following:*

6.1 CONTRACTOR'S RESPONSIBILITY

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

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

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

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

2.37 *Insert the following Section 6.4*

6.4 CLARIFICATION

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

2.38 *Delete Section 7.1.2 and substitute the following:*

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

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

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

2.41 *Delete Section 7.2.1 and substitute the following:*

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

2.42 *Delete the language of Section 7.2.2 and insert the word "Reserved."*

2.43 *Delete the language of Article 8 and insert the following:*

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

2.44 *Insert the following Article 9:*

ARTICLE 9 MISCELLANEOUS**9.1 NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING
IMPORTANT TAX NOTICE - NONRESIDENTS ONLY**

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

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

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

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

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

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

9.3 SUBMITTING CONFIDENTIAL INFORMATION

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

9.4 POSTING OF INTENT TO AWARD

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

Room or Area of Posting: Receptionist Area

Building Where Posted: USC Facilities Management Center

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

WEB site address (if applicable): [http://purchasing.sc.edu/Facilities/Construction Solicitations and Awards](http://purchasing.sc.edu/Facilities/Construction%20Solicitations%20and%20Awards)

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@mso.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.

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STANDARD SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

9.6 SOLICITATION INFORMATION FROM SOURCES OTHER THAN OFFICIAL SOURCE

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

9.7 BUILDER'S RISK INSURANCE

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

9.8 TAX CREDIT FOR SUBCONTRACTING WITH MINORITY FIRMS

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

9.9 OTHER SPECIAL CONDITIONS OF THE WORK

General Contractor or subcontractor for the fields shall be qualified in the construction of athletic field sporting events in accordance with Section 014000 Quality Requirements. Proof of certification is due within 24 hours of the bid opening.

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 FORM**

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

BID SUBMITTED BY: _____
(Bidder's Name)

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

FOR: PROJECT NAME: Soccer Practice Fields Drainage Improvements
PROJECT NUMBER: H27-Z204

OFFER

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

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

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

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

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

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

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

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

§ 6.1 **BASE BID WORK** *(as indicated in the Bidding Documents and generally described as follows):* Re-grading and re-constructing 1 and 1/2 soccer practice fields, including: demolish existing fields; new perimeter drains and sand cap layer; new sod; new perimeter chain link fencing; new irrigation system.

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

**SE-330
LUMP SUM BID FORM**

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

ALTERNATE # 1 (Brief Description): _____

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

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

ALTERNATE # 2 (Brief Description): _____

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

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

ALTERNATE # 3 (Brief Description): _____

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

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

§ 6.3 **UNIT PRICES:**

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

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

**SE-330
LUMP SUM BID FORM**

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

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

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

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

SE-330
LUMP SUM BID FORM

**INSTRUCTIONS FOR
SUBCONTRACTOR LISTING**

1. Section 7 of the Bid Form sets forth an Owner developed list of contractor/subcontractor specialties by contractor license category and/or subcategory for which bidder is required to identify the entity (subcontractor(s) and/or himself) Bidder will use to perform the work of each listed specialty..
 - a. **Column A:** The Owner fills out this column, which identifies the contractor/subcontractor specialties for which the bidder must list either a subcontractor or himself as the entity that will perform this work. Subcontractor specialties are identified by contractor license categories or subcategories listed in Title 40 of the South Carolina Code of laws. If the owner has not identified a specialty, the bidder does not list a subcontractor.
 - b. **Columns B and C:** In these columns, the Bidder identifies the subcontractors it will use for the work of each specialty listed by the Owner in Column A. Bidder must identify only the subcontractor(s) who will perform the work and no others. Bidders should make sure that their identification of each subcontractor is clear and unambiguous. A listing that could be any number of different entities may be cause for rejection of the bid as non-responsive. For example, a listing of M&M without more may be problematic if there are multiple different licensed contractors in South Carolina whose names start with M&M.
2. **Subcontractor Defined:** 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 pursuant to a contract with the prime contractor. Bidder should not identify sub-subcontractors in the spaces provided on the bid form but only those entities with which bidder will contract directly. Likewise, do not identify 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).
3. **Subcontractor Qualifications:** Bidder must only list subcontractors who possess a South Carolina Contractor's license with the license classification and/or subclassification identified by the Owner in the first column on the left. The subcontractor license must also be within the appropriate license group for the work of the specialty. If Bidder lists a subcontractor who is not qualified to perform the work, the Bidder will be rejected as non-responsive.
4. **Use of Own forces:** If under the terms of the Bidding Documents, Bidder is qualified to perform the work of a listed specialty 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. **Use of Multiple Subcontractors:**
 - a. 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"**. Bidder must use each entity listed for the work of a single specialty listing in the performance of that work.
 - b. **Optional Listing Prohibited:** Bidder may not list multiple subcontractors for a specialty listing, in a form that provides the Bidder the option, after bid opening or award, to choose to use one or more but not all the listed subcontractors to perform the work for which they are listed. A listing, which on its face requires subsequent explanation to determine whether it is an optional listing, 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 names of each entity listed for that specialty. Agency 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 Agency may reasonably interpret as an optional listing.
6. If Bidder is awarded the contract, bidder must, except with the approval of the Agency for good cause shown, use the listed entities to perform the work for which they are listed.
7. 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.
8. Bidder's failure to identify an entity (subcontractor or himself) to perform the work of a subcontractor specialty listed in the first column on the left will render the Bid non-responsive.

SE-330 LUMP SUM BID FORM

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

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

§ 9. TIME OF CONTRACT PERFORMANCE AND LIQUIDATED DAMAGES

a) CONTRACT TIME

Bidder agrees that the Date of Commencement of the Work shall be established in a Notice to Proceed to be issued by the Owner. Bidder agrees to substantially complete the Work within 75 Calendar Days from the Date of Commencement, subject to adjustments as provided in the Contract Documents.

b) LIQUIDATED DAMAGES

Bidder further agrees that from the compensation to be paid, the Owner shall retain as Liquidated Damages the amount of \$ 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 amount is intended by the parties as the predetermined measure of compensation for actual damages, not as a penalty for nonperformance.

§ 10. AGREEMENTS

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

§ 11. ELECTRONIC BID BOND

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

ELECTRONIC BID BOND NUMBER: _____

SIGNATURE AND TITLE: _____

**SE-330
LUMP SUM BID FORM**

CONTRACTOR'S CLASSIFICATIONS AND SUBCLASSIFICATIONS WITH LIMITATION

SC Contractor's License Number(s): _____

Classification(s) & Limits: _____

Subclassification(s) & Limits: _____

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

BIDDER'S LEGAL NAME: _____

ADDRESS: _____

TELEPHONE: _____

EMAIL: _____

SIGNATURE: _____ **DATE:** _____

PRINT NAME: _____

TITLE: _____

Section AIA A101-1997

Standard Form of Agreement Between Owner and Contractor

The Standard Form of Agreement Between Owner and Contractor, AIA Document A101-1997 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 A101-1997, 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 A101-1997

OSE FORM 00501

STANDARD MODIFICATIONS TO AGREEMENT BETWEEN OWNER AND CONTRACTOR

AGENCY: University of South Carolina

PROJECT NAME: Soccer Practice Fields Drainage Improvements

PROJECT NUMBER: H27-Z204

1. STANDARD MODIFICATIONS TO AIA A101-2007

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

2. MODIFICATIONS TO A101

- 2.1** *Insert the following at the end of Article 1:*
Any reference in this document to the Agreement between the Owner and Contractor, AIA Document A101, or some abbreviated reference thereof, shall mean the AIA A101, 2007 Edition as modified by OSE Form 00501 – Standard Modification to Agreement Between Owner and Contractor. Any reference in this document to the General Conditions of the Contract for Construction, AIA Document A201, or some abbreviated reference thereof, shall mean the AIA A201, 2007 Edition as modified by OSE Form 00811 – Standard Supplementary Conditions.
- 2.2** *Delete Section 3.1 and substitute the following:*
3.1 The Date of Commencement of the Work shall be the date fixed in a Notice to Proceed issued by the Owner. The Owner shall issue the Notice to Proceed to the Contractor in writing, no less than seven days prior to the Date of Commencement. Unless otherwise provided elsewhere in the contract documents, and provided the contractor has secured all required insurance and surety bonds, the contractor may commence work immediately after receipt of the Notice to Proceed.
- 2.3** *Delete Section 3.3 and substitute the following:*
3.3 The Contract Time as provided in Section 9(a) of the Bid Form (SE-330) for this Project shall be measured from the Date of Commencement. Contractor agrees that if the Contractor fails to achieve Substantial Completion of the Work within the Contract Time, the Owner shall be entitled to withhold or recover from the Contractor Liquidated Damages in the amounts set forth in Section 9(b) of the Bid Form (SE-330), subject to adjustments of this Contract Time as provided in the Contract Documents.
- 2.4** *In Section 5.1.1, insert the words “and Owner” after the phrase “Payment submitted to the Architect.”*
- 2.5** *Delete Section 5.1.3 and substitute the following:*
5.1.3 The Owner shall make payment of the certified amount to the Contractor not later than 21 days after receipt of the Application for Payment.
- 2.6** *In Section 5.1.6, insert the following after the phrase “Subject to other provisions of the Contract Documents”:* and subject to Title 12, Chapter 8, Section 550 of the South Carolina Code of Laws, as amended (Withholding Requirements for Payments to Non-Residents).
In the spaces provided in Sub-Sections 1 and 2 for inserting the retainage amount, insert “three and one-half percent (3.5%).”
- 2.7** *In Section 5.1.8, delete the word “follows” and the colon and substitute the following:*
set forth in S.C. Code Ann. § 11-35-3030(4).
- 2.8** *In Section 5.1.9, delete the words “Except with the Owner’s prior approval, the” before the word “ Contractor.”*
- 2.9** *In Section 5.2.2, delete the number 30 and substitute the number 21, delete everything following the words “Certificate for Payment” and place a period at the end of the resulting sentence.*
- 2.10** *Delete the language of Sections 6.1 and 6.2 and substitute the word “Reserved” for the deleted language of each Section.*
- 2.11** *Delete the language of Section 8.2 and substitute the word “Reserved.”*

OSE FORM 00501

STANDARD MODIFICATIONS TO AGREEMENT BETWEEN OWNER AND CONTRACTOR

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

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

Name: Tom Opal

Title: 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: 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: _____

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’s representative:

Name: Chris Smith

Title: Project Manager

Address: 1310 Lady Street, Suite 208, Columbia, SC 29208

Telephone: 803-602-3690

FAX: (none)

Email: csmith@chacompanies.com

OSE FORM 00501
STANDARD MODIFICATIONS TO AGREEMENT BETWEEN OWNER AND CONTRACTOR

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

Invitation for Construction Services (SE-310)

Instructions to Bidders (AIA Document A701-1997)

Standard Supplemental Instructions to Bidders (OSE Form 00201)

Contractor's Bid (Completed SE-330)

Notice of Intent to Award (Completed SE-370)

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

END OF DOCUMENT

Section AIA A201-1997

General Conditions of the Contract

The General Conditions of the Contract for Construction, AIA Document A201-1997 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, 1997 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 A201-1997

OSE FORM 00811

STANDARD SUPPLEMENTARY CONDITIONS

AGENCY: University of South Carolina

PROJECT NAME: Soccer Practice Fields Drainage Improvements

PROJECT NUMBER: H27-Z204

1. GENERAL CONDITIONS

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

2. STANDARD SUPPLEMENTARY CONDITIONS

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

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

3. MODIFICATIONS TO A201-2007

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

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

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

3.3 *Add the following Section 1.1.9:*

1.1.9 NOTICE TO PROCEED

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

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

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

3.5 *Delete Section 1.5.1 and substitute the following:*

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

3.6 *Delete Section 2.1.1 and substitute the following:*

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

3.7 *Delete Section 2.1.2 and substitute the following:*

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

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STANDARD SUPPLEMENTARY CONDITIONS

3.8 *Delete Section 2.2.3 and substitute the following:*

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

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

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

3.10 *Delete Section 2.2.5 and substitute the following:*

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

3.11 *Add the following Sections 2.2.6 and 2.2.7:*

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

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

3.12 *Delete Section 2.4 and substitute the following:*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

acceptable to the Owner,

3.22 *Delete Section 3.9.2 and substitute the following:*

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

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

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

3.24 *Delete Section 3.10.3 and substitute the following:*

3.10.3 Additional requirements, if any, for the constructions schedule are as follows:

(Check box if applicable to this Contract)

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

3.25 *Add the following Section 3.10.4:*

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

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3.26 *Add the following Section 3.12.5.1:*

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

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

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

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

3.29 *Add the following Sections 3.13.2 and 3.13.3:*

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

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

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

including loss of use resulting therefrom,

3.31 *Delete Section 4.1.1 and substitute the following:*

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

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

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

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

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

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

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

3.35 *In Section 4.2.5, after the words "evaluations of the" and before the word "Contractor's," insert the following:*

Work completed and correlated with the

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

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

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

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

3.38 *Delete Section 4.2.14 and substitute the following:*

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

3.39 *Delete Section 5.2.1 and substitute the following:*

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

3.40 *Delete Section 5.2.2 and substitute the following:*

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

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

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

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

3.43 *Add the following Section 5.2.5:*

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

3.44 *Add the following Section 5.2.6:*

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

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

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

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

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

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

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

3.46 *Delete the last sentence of Section 5.4.1.*

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

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

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

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

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

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

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

3.50 *Delete Section 7.2.1 and substitute the following:*

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

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

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

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

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

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

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

3.52 *Delete 7.3.3 and substitute the following:*

7.3.3 PRICE ADJUSTMENTS

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

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

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

3.53 *Delete Section 7.3.7 and substitute the following:*

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

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

3.54 *Delete Section 7.3.8 and substitute the following:*

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

3.55 *Add the following Sections 7.5 and 7.6:*

7.5 AGREED OVERHEAD AND PROFIT RATES

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

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

7.6 PRICING DATA AND AUDIT

7.6.1 Cost or Pricing Data.

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

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

7.6.3 Records Retention.

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

3.56 Delete Section 8.2.2 and substitute the following:

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

3.57 Delete Section 8.3.1 and substitute the following:

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

3.58 Insert the following at the end of Section 9.1:

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

3.59 Delete Section 9.2 and substitute the following:

9.2 SCHEDULE OF VALUES

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

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

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

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

3.60 *Delete Section 9.3.1 and substitute the following:*

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

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

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

Insert the following at the end of Section 9.3.2:

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

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

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

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

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

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

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

3.64 *In Section 9.6.2, delete the word "The..." at the beginning of the first sentence and substitute the following:*

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

3.65 *Delete Section 9.7 and substitute following:*

9.7 FAILURE OF PAYMENT

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

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

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

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

3.68 *Delete Section 9.8.3 and substitute the following:*

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

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

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

3.70 *In the first sentence of Section 9.9.1, delete the words “Section 11.3.1.5” and substitute the words “Section 11.3.1.3.”*

3.71 *Delete Section 9.10.1 and substitute the following:*

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

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

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

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

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

3.74 Delete Section 9.10.5 and substitute the following:

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

3.75 Add the following Section 9.10.6:

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

3.76 Delete Section 10.3.1 and substitute the following:

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

3.77 Insert the following at the end of Section 10.3.2:

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

3.78 Delete Section 10.3.3 and substitute the following:

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

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

In addition to its obligations under Section 3.18, the

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

3.81 Insert the following at the end of Section 10.4:

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

3.82 Delete 11.1.2 and substitute the following:

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

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- (1) COMMERCIAL GENERAL LIABILITY:
- (a) General Aggregate (per project) \$1,000,000
 - (b) Products/Completed Operations \$1,000,000
 - (c) Personal and Advertising Injury \$1,000,000
 - (d) Each Occurrence \$1,000,000
 - (e) Fire Damage (Any one fire) \$50,000
 - (f) Medical Expense (Any one person) \$5,000
- (2) BUSINESS AUTO LIABILITY (including All Owned, Non-owned, and Hired Vehicles):
- (a) Combined Single Limit \$1,000,000
- (3) WORKER'S COMPENSATION:
- (a) State Statutory
 - (b) Employers Liability \$100,000 Per Acc.
..... \$500,000 Disease, Policy Limit
..... \$100,000 Disease, Each Employee

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

3.83 *Delete Section 11.1.3 and substitute the following:*

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

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

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

3.84 *Delete Section 11.1.4 and substitute the following:*

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

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

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

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

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

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3.88 *Delete Section 11.3.2 and substitute the following:*

11.3.2 BOILER AND MACHINERY INSURANCE

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

3.89 *Delete Section 11.3.3 and substitute the following:*

11.3.3 LOSS OF USE INSURANCE

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

3.90 *Delete Section 11.3.4 and substitute the following:*

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

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

3.92 *Delete Section 11.3.6 and substitute the following:*

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

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

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

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

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

3.95 *Delete Section 11.3.9 and substitute the following:*

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

3.96 *Delete Section 11.3.10 and substitute the following:*

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

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3.97 *Delete Section 11.4.1 and substitute the following:*

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

3.98 *Delete Section 11.4.2 and substitute the following:*

11.4.2 The Performance and Labor and Material Payment Bonds shall:

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

3.99 *Add the following Sections 11.4.3 and 11.4.4:*

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

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

3.100 *Delete Section 12.1.1 and substitute the following:*

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

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

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

unless otherwise provided in the Contract Documents.

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

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

3.104 *Delete Section 13.1 and substitute the following:*

13.1 GOVERNING LAW

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

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

13.2 SUCCESSORS AND ASSIGNS

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

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3.106 Delete Section 13.3 and substitute the following:

13.3 WRITTEN NOTICE

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

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

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

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

Unless expressly provided otherwise,

3.108 Add the following Section 13.4.3:

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

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

3.109 Delete Section 13.6 and substitute the following:

13.6 INTEREST

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

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

3.111 Add the following Sections 13.8 through 13.16:

13.8 PROCUREMENT OF MATERIALS BY OWNER

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

13.9 INTERPRETATION OF BUILDING CODES

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

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13.10 MINORITY BUSINESS ENTERPRISES

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

13.11 SEVERABILITY

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

13.12 ILLEGAL IMMIGRATION

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

13.13 SETOFF

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

13.14 DRUG-FREE WORKPLACE

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

13.15 FALSE CLAIMS

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

13.16 NON-INDEMNIFICATION:

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

3.112 Delete Section 14.1.1 and substitute the following:

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

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

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

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

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

3.115 *Delete Section 14.2.1 and substitute the following:*

14.2.1 The Owner may terminate the Contract if the Contractor

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

3.116 *In Section 14.2.2, delete the parenthetical statement “, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action,” immediately following the word “Owner” in the first line.*

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

3.118 *Add the following Section 14.2.5:*

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

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

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

3.120 *Delete Section 14.4.1 and substitute the following:*

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

3.121 *Delete Section 14.4.2 and substitute the following:*

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

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

3.122 *Delete Section 14.4.3 and substitute the following:*

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

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

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

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

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

14.5 CANCELLATION AFTER AWARD BUT PRIOR TO PERFORMANCE

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

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

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

3.125 *Delete Section 15.1.2 and substitute the following:*

15.1.2 NOTICE OF CLAIMS

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

3.126 *Delete Section 15.1.3 and substitute the following:*

15.1.3 CONTINUING CONTRACT PERFORMANCE

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

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

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

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

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

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3.129 *Delete Section 15.1.6 and substitute the following:*

15.1.6 CLAIMS FOR LISTED DAMAGES

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

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

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

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

3.130 *Add the following Section 15.1.7:*

15.1.7 WAIVER OF CLAIMS AGAINST THE ARCHITECT

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

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

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

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

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

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

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

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

15.6 DISPUTE RESOLUTION

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

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15.6.5 SERVICE OF PROCESS

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

3.133 Add the following Article 16:

ARTICLE 16 PROJECT-SPECIFIC REQUIREMENTS AND INFORMATION

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

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

The inspections required for this Work are:

(Indicate which services are required and the provider)

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

Remarks: _____

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

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

none

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

see Section 017700 Closeout Procedures

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

see Section 013300 Submittal Procedures

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)*

see Section 017700 Closeout Procedures

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

none

SE-355
PERFORMANCE BOND

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

Name: _____

Address: _____

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

Name: _____

Address: _____

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

Name: University of South Carolina

Address: 743 Greene Street

Columbia, SC 29208

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

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

State Project Name: Soccer Practice Fields Drainage Improvements

State Project Number: H27-Z204

Brief Description of Awarded Work, as found on the SE-330 or SE-332, Bid Form: *See Below

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

Name: CHA Sports

Address: 1310 Lady Street, Suite 208

Columbia, SC 29201

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

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

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

BOND NUMBER _____

CONTRACTOR

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)

*Re-grading and re-constructing 1 and 1/2 soccer practice fields, including: demolish existing fields, new perimeter drain and sand cap layer, new sod; new perimeter chain link fencing; new irrigation system. Small and minority business participation is encouraged. Bidders are responsible for obtaining all bidding documents from the USC purchasing website: purchasing@sc.edu.

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

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

SE-357

LABOR & MATERIAL PAYMENT BOND

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

Name: _____

Address: _____

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

Name: _____

Address: _____

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

Name: University of South Carolina

Address: 743 Green 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: Soccer Practice Fields Drainage Improvements

State Project Number: H27-Z204

Brief Description of Awarded Work, as found on the SE-330 or SE-332, Bid Form: *See Below

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

Name: CHA Sports

Address: 1310 Lady Street, Suite 208

Columbia, SC 29201

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

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

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

BOND NUMBER _____

CONTRACTOR

SURETY

By: _____
(Seal)

By: _____
(Seal)

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____
(Attach Power of Attorney)

Witness: _____

Witness: _____

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

*Re-grading and re-constructing 1 and 1/2 soccer practice fields, including: demolish existing fields, new perimeter drain and sand cap layer, new sod; new perimeter chain link fencing; new irrigation system. Small and minority business participation is encouraged. Bidders are responsible for obtaining all bidding documents from the USC purchasing website: purchasing@sc.edu.

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 before the expiration of a period of ninety (90) days after the date on which the last of the labor was done or performed by him or material or rental equipment was furnished or supplied by him for which such claim is made, shall have the right to sue on the payment bond for the amount, or the balance thereof, unpaid at the time of institution of such suit and to prosecute such action for the sum or sums justly due him.

4.2 A remote claimant shall have a right of action on the payment bond upon giving written notice by certified or registered mail to the Contractor within ninety (90) days from the date on which such person did or performed the last of the labor or furnished or supplied the last of the material or rental equipment upon which such claim is made.

4.3 Every suit instituted upon a payment bond shall be brought in a court of competent jurisdiction for the county or circuit in which the construction contract was to be performed, but no such suit shall be commenced after the expiration of one year after the day on which the last of the labor was performed or material or rental equipment was supplied by the person bringing suit.

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

5.1 Send an answer to the Claimant, with a copy to the Agency, within sixty (60) days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

5.2 Pay or arrange for payment of any undisputed amounts.

5.3 The Surety's failure to discharge its obligations under this paragraph 5 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a claim. However, if the Surety fails to discharge its obligations under this paragraph 5, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs to recover any sums found to be due and owing to the Claimant.

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

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

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

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

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

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

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

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

13. DEFINITIONS

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

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

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

SE-380

CHANGE ORDER NO.: _____

CHANGE ORDER TO CONSTRUCTION CONTRACT

AGENCY: University of South Carolina

PROJECT NAME: Practice Soccer Fields Drainage Improvements

PROJECT NUMBER: H27-Z204

CONTRACTOR: _____ CONTRACT DATE: _____

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

ADJUSTMENTS IN THE CONTRACT SUM:

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

ADJUSTMENTS IN THE CONTRACT TIME:

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

CONTRACTOR ACCEPTANCE:

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

ARCHITECT RECOMMENDATION FOR ACCEPTANCE:

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

AGENCY ACCEPTANCE AND CERTIFICATION:

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

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

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

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

SECTION 011000 - SUMMARY

PART 1 - GENERAL

1.1 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Identification: Project consists of re-grading and re-constructing 1 and ½ soccer practice fields.
 - 1. Project Location: University of South Carolina Athletics Village Complex, 1320 Heyward Street, Columbia, SC 29205.
 - 2. Owner: University of South Carolina, ATTN: Ann Derrick, Project Manager, 743 Greene Street, Columbia, SC 29208.
- B. Engineer Identification: The Contract Documents were prepared for Project by AECOM, 101 Research Drive, Columbia, SC 29203
- C. The Work consists of Re-grading and re-constructing 1 and ½ soccer practice fields.
 - 1. The Work includes :
 - a. Demolishing existing soccer fields and related appurtenances.
 - b. Furnishing and installing perimeter drain and sand-cap layer.
 - c. Furnishing and installing new sod.
 - d. New perimeter chain link fencing and ball netting system.
 - e. New irrigation system.

1.2 CONTRACT

- A. Project will be constructed under a general construction contract.

1.3 WORK SEQUENCE

- A. The Work shall be conducted in 1 phase.

1.4 USE OF PREMISES

- A. General: Contractor shall have full use of premises for construction operations, including use of Project site, during construction period. Contractor's use of premises is limited only by Owner's right to perform work or to retain other contractors on portions of Project.

1.5 WORK UNDER OTHER CONTRACTS

- A. Separate Contract: Owner will award a separate contract for performance of certain construction operations at Project site. Those operations are scheduled to be performed at the same time as this Contract. The separate contract will include the following:
 - 1. Athletic Village Improvements, Track and Field Upgrades: A separate contract will be awarded to a contractor for construction of a new track and field facility adjacent to the Project. Access to this Project will be through a portion of the track and field project site. Contractor for the soccer project shall provide access as shown to this Project during construction. Soccer contractor shall maintain the stabilized construction entrance on South

Marion Street. The soccer contractor shall also maintain the temporary construction access road through the track and field site and when finished, return the road to a reasonable grade. The track and field contractor will topsoil and seed the area.

- B. Cooperate fully with separate contractors so work on those contracts may be carried out smoothly, without interfering with or delaying work under this Contract.

1.6 SPECIFICATION FORMATS AND CONVENTIONS

- A. Specification Format: The Specifications are organized into Divisions and Sections using the 48-division format and CSI/CSC's "MasterFormat" numbering system.

- 1. Section Identification: The Specifications use section numbers and titles to help cross-referencing in the Contract Documents. Sections in the Project Manual are in numeric sequence; however, the sequence is incomplete. Consult the table of contents at the beginning of the Project Manual to determine numbers and names of sections in the Contract Documents.

- B. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:

- 1. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.
- 2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.
 - a. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (not used)

END OF SECTION

SECTION 011400- WORK RESTRICTIONS

PART 1 - GENERAL

1.1 USE OF PREMISES

- A. Use of Site: Limit use of premises to work in areas indicated. Do not disturb portions of site beyond areas in which the Work is indicated.
 - 1. Limits: Confine constructions operations to areas within the contract limits indicated.
 - 2. Owner Occupancy: Owner will not occupy the site during construction.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 012600- CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

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

1.2 MINOR CHANGES IN THE WORK

- A. Engineer will issue supplemental instructions authorizing Minor Changes in the Work, not involving adjustment to the Contract Sum or the Contract Time.

1.3 PROPOSAL REQUESTS

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

4. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
 5. Comply with requirements in Division 1 Section "Product Requirements" if the proposed change requires substitution of one product or system for product or system specified.
- C. Proposal Request Form: For Change Order proposals, use CSI Change Order Request (proposal format) or Owner supplied forms.

1.4 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Proposal Request, Engineer will issue a Change Order for signatures of Owner and Contractor on appropriate forms.

1.5 WORK CHANGE DIRECTIVE

- A. Work Change Directive: Engineer may issue a Work Change Directive or Field Order on appropriate form. Work Change Directive or Field Order may be for clarification only or may instruct Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
1. Work Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Documentation: If Contractor determines that a change in the Contract or Schedule are necessary, a Change Order Request shall be submitted and approved by the Owner BEFORE any additional work is performed.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 012900- PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.

1.2 DEFINITIONS

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

1.3 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule.
 - 1. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including the following:
 - a. Contractor's progress schedule.
 - b. Application for Payment form.
 - 2. Submit the Schedule of Values to Engineer at earliest possible date but no later than 21 days before the date scheduled for submittal of initial Applications for Payment.

1.4 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by Engineer and paid for by Owner.
 - 1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction Work covered by each Application for Payment is the period indicated in the Agreement.
- C. Payment Application Forms: Use AIA Document G702 and AIA Document G703 Continuation Sheets or EJCDC C-620 for Applications for Payment.
- D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Engineer will return incomplete applications without action.
 - 1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.

2. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
- E. Transmittal: Submit 3 signed and notarized original copies of each Application for Payment to Engineer by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.
1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- F. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from every entity who is lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.
- G. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
1. List of subcontractors.
 2. Schedule of Values.
 3. Contractor's Construction Schedule (preliminary if not final).
- H. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
 2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- I. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.
 2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
 3. Updated final statement, accounting for final changes to the Contract Sum.
 4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
 5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
 6. AIA Document G707, "Consent of Surety to Final Payment."
 7. Evidence that claims have been settled.
 8. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
 9. Final, liquidated damages settlement statement.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

PAYMENT PROCEDURES

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PAGE 3 OF 3
CHA PROJECT NO. 29614
SECTION 012900

SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other miscellaneous submittals.

1.2 DEFINITIONS

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

1.3 SUBMITTAL ADMINISTRATIVE REQUIREMENTS:

- A. Engineer's Digital Data Files: Electronic digital data files of the Contract Drawings will be provided by Engineer for Contractor's use in preparing submittals.
 - 1. Engineer will furnish Contractor one set of digital data drawing files of the Contract Drawings for use in preparing Shop Drawings and Project record drawings.
 - a. Engineer makes no representations as to the accuracy or completeness of digital data drawing files as they relate to the Contract Drawings.
 - b. Digital Drawing Software Program: The Contract Drawings are available in AutoCAD 2014.
 - c. Contractor shall execute data licensing agreement.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
 - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 - 2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.

3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
 4. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. Engineer reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Engineer's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Engineer will advise Contractor when a submittal being processed must be delayed for coordination.
 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
 3. Resubmittal Review: Allow 15 days for review of each resubmittal.
 4. Sequential Review: Where sequential review of submittals by Engineer's consultants, Owner, or other parties is indicated, allow 21 days for initial review of each submittal.
 5. Concurrent Consultant Review: Where the Contract Documents indicate that submittals may be transmitted simultaneously to Engineer and to Engineer's consultants, allow 15 days for review of each submittal. Submittal will be returned to Engineer before being returned to Contractor.
- D. Electronic Submittals: Identify and incorporate information in each electronic submittal file as follows:
1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
 2. Name file with submittal number or other unique identifier, including revision identifier.
 - a. File name shall use project identifier and Specification Section number followed by a decimal point and then a sequential number (e.g., LNHS-061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., LNHS-061000.01.A).
 3. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Engineer.
 4. Transmittal Form for Electronic Submittals: Use electronic form acceptable to Owner, containing the following information:
 - a. Project name.

- b. Date.
 - c. Name and address of Engineer.
 - d. Name of Construction Manager.
 - e. Name of Contractor.
 - f. Name of firm or entity that prepared submittal.
 - g. Names of subcontractor, manufacturer, and supplier.
 - h. Category and type of submittal.
 - i. Submittal purpose and description.
 - j. Specification Section number and title.
 - k. Specification paragraph number or drawing designation and generic name for each of multiple items.
 - l. Drawing number and detail references, as appropriate.
 - m. Location(s) where product is to be installed, as appropriate.
 - n. Related physical samples submitted directly.
 - o. Indication of full or partial submittal.
 - p. Transmittal number, numbered consecutively.
 - q. Submittal and transmittal distribution record.
 - r. Other necessary identification.
 - s. Remarks.
5. Metadata: Include the following information as keywords in the electronic submittal file metadata:
- a. Project name.
 - b. Number and title of appropriate Specification Section.
 - c. Manufacturer name.
 - d. Product name.
- E. Options: Identify options requiring selection by Engineer.
- F. Deviations and Additional Information: On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Engineer on previous submittals, and deviations from requirements in the Contract Documents,

including minor variations and limitations. Include same identification information as related submittal.

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

PART 2 - PRODUCTS

2.1 SUBMITTAL PROCEDURES

- A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
 - 1. Submit electronic submittals via email as PDF electronic files.
 - a. Engineer will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.
 - 2. Action Submittals: Submit one PDF copy of each submittal unless otherwise indicated. Engineer will return one PDF copy..
 - 3. Informational Submittals: Submit one PDF copy of each submittal unless otherwise indicated. Engineer will not return copies.
 - 4. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
 - a. Provide a digital signature with digital certificate on electronically submitted certificates and certifications where indicated.
 - b. Provide a notarized statement on original paper copy certificates and certifications where indicated.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.

1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
 2. Mark each copy of each submittal to show which products and options are applicable.
 3. Include the following information, as applicable:
 - a. Manufacturer's catalog cuts.
 - b. Manufacturer's product specifications.
 - c. Standard color charts.
 - d. Statement of compliance with specified referenced standards.
 - e. Testing by recognized testing agency.
 - f. Application of testing agency labels and seals.
 - g. Notation of coordination requirements.
 - h. Availability and delivery time information.
 4. Submit Product Data before or concurrent with Samples.
 5. Submit Product Data in the following format:
 - a. PDF electronic file.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data, unless submittal based on Engineer's digital data drawing files is otherwise permitted.
- D. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Identification of products.
 - b. Schedules.
 - c. Compliance with specified standards.
 - d. Notation of coordination requirements.
 - e. Notation of dimensions established by field measurement.
 - f. Relationship and attachment to adjoining construction clearly indicated.
 - g. Seal and signature of professional engineer if specified.
2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches, but no larger than 30 by 42 inches.

3. Submit Shop Drawings in the following format:
 - a. PDF electronic file.
- E. Contractor's Construction Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation."
- F. Application for Payment and Schedule of Values: Comply with requirements specified in Division 01 Section "Payment Procedures."
- G. Test and Inspection Reports and Schedule of Tests and Inspections Submittals: Comply with requirements specified in Division 01 Section "Quality Requirements."
- H. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Division 01 Section "Closeout Procedures."
- I. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of Engineers and owners, and other information specified.
- J. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- K. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- L. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- M. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- N. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- O. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- P. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
- Q. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.

- R. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
- S. Design Data: Prepare and submit written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

- A. Review each submittal and check for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Engineer.
- B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ENGINEER'S ACTION

- A. General: Engineer will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- B. Action Submittals: Engineer will review each submittal, make marks to indicate corrections or modifications required, and return it. Engineer will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken, as follows:
 - 1. Final Unrestricted Release: Where submittals are marked "No Exceptions Taken," that part of the Work covered by the submittal may proceed provided it complies with requirements of the Contract Documents; final acceptance will depend upon that compliance.
 - 2. Final-But-Restricted Release: When submittals are marked "Make Corrections Noted," that part of the Work covered by the submittal may proceed provided it complies with notations or corrections on the submittal and requirements of the Contract Documents; final acceptance will depend on that compliance.
 - 3. Returned for Resubmittal: When submittal is marked "Revise and Resubmit," "Rejected," or "Submit Specified Item," do not proceed with that part of the Work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Revise or prepare a new submittal in accordance with the notations; resubmit without delay. Repeat if necessary to obtain a different action mark.
 - a. Do not permit submittals marked "Revise and Resubmit," "Rejected," or "Submit Specified Item" to be used at the Project site, or elsewhere where Work is in progress.

4. Other Action: Where a submittal is primarily for information or record purposes, special processing or other activity, the submittal will be returned, marked "Action Not Required."
- C. Informational Submittals: Engineer will review each submittal and will not return it, or will reject and return it if it does not comply with requirements. Engineer will forward each submittal to appropriate party.
- D. Submittals not required by the Contract Documents will not be reviewed and may be discarded.

END OF SECTION

SECTION 014000 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

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

1.2 DEFINITIONS

- A. **Quality-Assurance Services:** Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and ensure that proposed construction complies with requirements.
- B. **Quality-Control Services:** Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that completed construction complies with requirements. Services do not include contract enforcement activities performed by Engineer.
- C. **Mockups:** Full-size, physical example assemblies to illustrate finishes and materials. Mockups are used to verify selections made under Sample submittals, to demonstrate aesthetic effects and, where indicated, qualities of materials and execution, and to review construction, coordination, testing, or operation; they are not Samples.
- D. **Testing Agency:** An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.

1.3 SUBMITTALS

- A. **Qualification Data:** For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- B. **Schedule of Tests and Inspections:** Prepare in tabular form and include the following:
 - 1. Specification Section number and title.
 - 2. Description of test and inspection.

3. Identification of applicable standards.
 4. Identification of test and inspection methods.
 5. Number of tests and inspections required.
 6. Time schedule or time span for tests and inspections.
 7. Entity responsible for performing tests and inspections.
 8. Requirements for obtaining samples.
 9. Unique characteristics of each quality-control service.
- C. Reports: Prepare and submit certified written reports, that include the following:
1. Date of issue.
 2. Project title and number.
 3. Name, address, and telephone number of testing agency.
 4. Dates and locations of samples and tests or inspections.
 5. Names of individuals making tests and inspections.
 6. Description of the Work and test and inspection method.
 7. Identification of product and Specification Section.
 8. Complete test or inspection data.
 9. Test and inspection results and an interpretation of test results.
 10. Ambient conditions at time of sample taking and testing and inspecting.
 11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
 12. Name and signature of laboratory inspector.
 13. Recommendations on retesting and reinspecting.
- D. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.4 QUALITY ASSURANCE

- A. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

- B. **Factory-Authorized Service Representative Qualifications:** An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- C. **Installer Qualifications:** A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance For this project, the Contractor who performs the work on the soccer fields shall be a Certified Field Builder in accordance with the American Sports Builders Association. It can be the General Contractor or a sub-contractor. The work performed by the Certified Field Builder shall include:
1. Fine grading (laser grading) the subgrade for the soccer fields;
 2. Installing the perimeter drains and header pipes for the soccer fields;
 3. Installing the sand cap (root zone) material for the soccer fields;
 4. Irrigation system for the soccer fields; and
 5. Installing the sod for the soccer fields.
- D. **Manufacturer Qualifications:** A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance.
- E. **Professional Engineer Qualifications:** A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or products that are similar to those indicated for this Project in material, design, and extent.
- F. **Specialists:** Certain sections of the Specifications require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
1. Requirement for specialists shall not supersede building codes and similar regulations governing the Work, nor interfere with local trade-union jurisdictional settlements and similar conventions.
- G. **Testing Agency Qualifications:** An agency with the experience and capability to conduct testing and inspecting indicated, as documented by ASTM E 548, and that specializes in types of tests and inspections to be performed. Each testing agency shall be authorized by the authorities having jurisdiction in the state in which the project is located.
- H. **Preconstruction Testing:** Testing agency shall perform preconstruction testing for compliance with specified requirements for performance and test methods.
1. Contractor responsibilities include the following:
 - a. Provide test specimens and assemblies representative of proposed materials and construction. Provide sizes and configurations of assemblies to adequately demonstrate capability of product to comply with performance requirements.

- b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
 - c. Fabricate and install test assemblies using installers who will perform the same tasks for Project.
 - d. When testing is complete, remove assemblies; do not reuse materials on Project.
2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Engineer, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.

1.5 QUALITY CONTROL

- A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of the types of testing and inspecting they are engaged to perform.
 2. Payment for these services will be paid directly by the Owner.
 3. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.
- B. Contractor Responsibilities: Unless otherwise indicated, provide quality-control services specified and required by authorities having jurisdiction.
1. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
 - a. Contractor shall not employ the same entity engaged by Owner, unless agreed to in writing by Owner.
 2. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
 3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
 4. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
 5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. Special Tests and Inspections: Owner will engage a testing agency to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner.
1. Testing agency will notify Engineer and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.

2. Testing agency will submit a certified written report of each test, inspection, and similar quality-control service to Engineer with copy to Contractor and to authorities having jurisdiction.
 3. Testing agency will submit a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
 4. Testing agency will interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.
 5. Testing agency will retest and reinspect corrected work.
- D. **Manufacturer's Field Services:** Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing.
- E. **Retesting/Reinspecting:** Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that revised or replaced Work that failed to comply with requirements established by the Contract Documents.
- F. **Testing Agency Responsibilities:** Cooperate with Engineer and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
1. Notify Engineer and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
 2. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
 3. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
 4. Do not release, revoke, alter, or increase requirements of the Contract Documents or approve or accept any portion of the Work.
 5. Do not perform any duties of Contractor.
- G. **Associated Services:** Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
1. Access to the Work.
 2. Incidental labor and facilities necessary to facilitate tests and inspections.
 3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
 4. Facilities for storage and field-curing of test samples.
 5. Delivery of samples to testing agencies.

6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
 7. Security and protection for samples and for testing and inspecting equipment at Project site.
- H. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and quality-control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
1. Schedule times for tests, inspections, obtaining samples, and similar activities.
- I. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents. Submit schedule within 30 days of date established for commencement of the Work (i.e., Notice to Proceed).
1. Distribution: Distribute schedule to Owner, Engineer, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 ACCEPTABLE TESTING AGENCIES

- A. Owner will engage and pay for testing agency.

3.2 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
 1. Provide materials and comply with installation requirements specified in other Sections of these Specifications. Restore patched areas and extend restoration into adjoining areas in a manner that eliminates evidence of patching.
 2. Comply with the Contract Document requirements for Division 1 Section "Cutting and Patching."
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION

SECTION 017300 - EXECUTION REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes general procedural requirements governing execution of the Work including, but not limited to, the following:
 - 1. Construction layout.
 - 2. Field engineering and surveying.
 - 3. General installation of products.
 - 4. Coordination of Owner-installed products.
 - 5. Progress cleaning.
 - 6. Starting and adjusting.
 - 7. Protection of installed construction.
 - 8. Correction of the Work.

1.2 SUBMITTALS

- A. Qualification Data: For land surveyor to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.
- B. Certificates: Submit certificate signed by land surveyor certifying that location and elevation of improvements comply with requirements.
- C. Landfill Receipts: Submit copy of receipts issued by a landfill facility, licensed to accept hazardous materials, for hazardous waste disposal.
- D. Certified Surveys: Submit 2 copies signed by land surveyor.
- E. Final Property Survey: Submit 3 copies showing the Work performed and record survey data.

1.3 QUALITY ASSURANCE

- A. Land Surveyor Qualifications: A professional land surveyor who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing land-surveying services of the kind indicated.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Existing Conditions: The existence and location of site improvements, utilities, and other construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of mechanical and electrical systems and other construction affecting the Work.

1. Before construction, verify the location and points of connection of utility services.
- B. Existing Utilities: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities and other construction affecting the Work.
1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; and underground electrical services.
 2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
- C. Acceptance of Conditions: Examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
1. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
 - a. Description of the Work.
 - b. List of detrimental conditions, including substrates.
 - c. List of unacceptable installation tolerances.
 - d. Recommended corrections.
 2. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
 3. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Existing Utility Information: Furnish information to Owner that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- B. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
1. Notify Engineer not less than 48 hours in advance of proposed utility interruptions.
 2. Do not proceed with utility interruptions without Engineer's written permission.
- C. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- D. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.

- E. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Engineer. Include a detailed description of problem encountered, together with recommendations for changing the Contract Documents. Submit requests on CSI Form 13.2A, "Request for Interpretation."

3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Engineer promptly.
- B. General: Engage a land surveyor to lay out the Work using accepted surveying practices.
 - 1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.
 - 2. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
 - 3. Inform installers of lines and levels to which they must comply.
 - 4. Check the location, level and plumb, of every major element as the Work progresses.
 - 5. Notify Engineer when deviations from required lines and levels exceed allowable tolerances.
 - 6. Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.
- C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and invert elevations.
- D. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Engineer.

3.4 FIELD ENGINEERING

- A. Identification: Owner will identify existing benchmarks, control points, and property corners.
- B. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.
 - 1. Do not change or relocate existing benchmarks or control points without prior written approval of Engineer. Report lost or destroyed permanent benchmarks or control points promptly. Report the need to relocate permanent benchmarks or control points to Engineer before proceeding.
 - 2. Replace lost or destroyed permanent benchmarks and control points promptly. Base replacements on the original survey control points.

- C. Benchmarks: Establish and maintain a minimum of 2 permanent benchmarks on Project site, referenced to data established by survey control points. Comply with authorities having jurisdiction for type and size of benchmark.
 - 1. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.
 - 2. Where the actual location or elevation of layout points cannot be marked, provide temporary reference points sufficient to locate the Work.
 - 3. Remove temporary reference points when no longer needed. Restore marked construction to its original condition.
- D. Certified Survey: On completion of foundation walls, major site improvements, and other work requiring field-engineering services, prepare a certified survey showing dimensions, locations, angles, and elevations of construction and sitework.
- E. Final Property Survey: Prepare a final property survey showing significant features (real property) for Project. Include on the survey a certification, signed by land surveyor, that principal metes, bounds, lines, and levels of Project are accurately positioned as shown on the survey.
 - 1. Show boundary lines, monuments, streets, site improvements and utilities, existing improvements and significant vegetation, adjoining properties, acreage, grade contours, and the distance and bearing from a site corner to a legal point.
 - 2. Recording: At Substantial Completion, have the final property survey recorded by or with authorities having jurisdiction as the official "property survey."

3.5 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
 - 1. Make vertical work plumb and make horizontal work level.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- F. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- G. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.6 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. Enforce requirements strictly. Dispose of materials lawfully.
 - 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 - 2. Do not hold materials more than 7 days during normal weather or 3 days if the temperature is expected to rise above 80 deg F.
 - 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
- D. Waste Disposal: Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.

3.7 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.

3.8 CORRECTION OF THE WORK

- A. Repair or remove and replace defective construction.
- B. Restore permanent facilities used during construction to their specified condition.
- C. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.

END OF SECTION

SECTION 017700 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
1. Inspection procedures.
 2. Project Record Documents.
 3. Operation and maintenance manuals.
 4. Warranties.
 5. Instruction of Owner's personnel.
 6. Final cleaning.

1.2 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.
1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
 2. Advise Owner of pending insurance changeover requirements.
 3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 5. Prepare and submit Project Record Documents, operation and maintenance manuals, Final Completion construction photographs, damage or settlement surveys, property surveys, and similar final record information.
 6. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
- B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Engineer, that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
 2. Results of completed inspection will form the basis of requirements for Final Completion.

1.3 FINAL COMPLETION

- A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:
1. Submit a final Application for Payment according to Division 1 Section "Payment Procedures."
 2. Submit certified copy of Engineer's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Engineer. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
 3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
- B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.4 PROJECT RECORD DOCUMENTS

- A. General: Do not use Project Record Documents for construction purposes. Protect Project Record Documents from deterioration and loss. Provide access to Project Record Documents for Engineer's reference during normal working hours.
- B. Record Drawings: Maintain and submit one set of electronic (PDF) or blue- or black-line white prints of Contract Drawings and Shop Drawings.
1. Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.
 - a. Accurately record information in an understandable drawing technique.
 - b. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
 - c. Mark Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. Where Shop Drawings are marked, show cross-reference on Contract Drawings.
 2. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at the same location.
 3. Mark important additional information that was either shown schematically or omitted from original Drawings.
 4. Note Construction Change Directive numbers, Change Order numbers, alternate numbers, and similar identification where applicable.

5. Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location. Organize into manageable sets; bind each set with durable paper cover sheets. Include identification on cover sheets.
- C. Record Specifications: Submit one copy of Project's Specifications, including addenda and contract modifications. Mark copy to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
 3. Note related Change Orders, Record Drawings, and Product Data, where applicable.
- D. Record Product Data: Submit one copy of each Product Data submittal. Mark one set to indicate the actual product installation where installation varies substantially from that indicated in Product Data.
1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
 3. Note related Change Orders, Record Drawings, and Record Specifications, where applicable.
- E. Miscellaneous Record Submittals: Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

1.5 WARRANTIES

- A. Submittal Time: Submit written warranties on request of Engineer for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.
- B. Partial Occupancy: Submit properly executed warranties within 15 days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.
- C. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.

PART 2 - PRODUCTS (not used)

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
 - 1. Cleaning: Employ experienced workers or professional cleaners for final cleaning.
 - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
 - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
 - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
- B. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

END OF SECTION

SECTION 024122 - SITE DEMOLITION

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work included: Demolish and remove from the site those items so indicated on the Drawings, including but not limited to buildings, building pads, 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 other divisions of these specifications.
 - 2. Section 311100 – Site Clearing and Grubbing.

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 site 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 311100 - SITE CLEARING AND GRUBBING

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work included: Remove trees, underbrush, undesirable growth, stumps, roots, etc., from the area to the limits shown on the Drawings, as specified herein, and as needed to meet the requirements of the construction shown 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 other divisions of these Specifications.
 - 2. Section 312513 - Erosion and Sediment Control.

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

PART 2 - PRODUCTS

No products are required for this work.

PART 3 - EXECUTION

3.1 AREA INCLUDED

- A. All areas included within the limits as indicated on the Drawings.

3.2 PROCEDURES

- A. Clearing and grubbing: The entire area within the limit lines described above shall be cleared and grubbed. Remove all vegetation, trees, brush, stumps, etc., from the area. All debris from this operation shall be burned if allowed by local regulations or shall otherwise be disposed of off the Owner's property.
- B. Selective clearing shall be done in areas designated by the Engineer. Selective clearing shall consist of removing vegetation, brush, stumps, etc., from the area. Selected trees shall be left standing and care shall be taken not to damage trees to be left. All debris from this operation shall be burned if allowed by local regulations or shall otherwise be disposed of off the Owner's property. Grubbing will not be required in areas designated for selective clearing.
- C. Removal of trees and shrubs: All trees to be removed shall be felled in such a manner as to avoid injury to remaining trees and to other features not proposed for removal. Trees shall be cut up and the trunks, limbs, and other debris shall be removed from the site. Undesirable shrubs and small trees shall be selectively removed as directed.
- D. Burning is not allowed.
- E. Stumps and roots: All stumps and roots larger than 2" in diameter shall be completely removed by grubbing except in areas of building site, parking areas and drives, they may be cut off not less than 18" below any subgrade. The area of operation then shall be cleared of resulting debris and matted roots, weeds and other extraneous matter and such shall be hauled away from the site. Generally, all material that cannot be compacted to 90% maximum density in lawn areas and 95% of maximum density elsewhere shall be removed.
- F. 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.

- G. Erosion control: Construct and maintain erosion control as shown on the Drawings and in accordance with Section 312513: Erosion and Sediment Control, and the local City'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 312200 - 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 fields and open areas to the lines and grades shown on the drawings.
1. The work includes, but is not necessarily limited to:
 - a. Athletic fields 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 other divisions of these specifications.
 2. Site Clearing and Grubbing.
 3. Trenching, Backfilling for Utilities.
 4. Erosion and Sediment Control.
 5. Storm Utility Drainage Piping.
- 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 the contract documents.

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 bladegrader, 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 removed from the site, unless the owner approves areas on-site for disposal.

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 312333 - 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 other divisions 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, 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 is not permitted.

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.
4. 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.
5. 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 312513 - 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 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 329213 – Grassing for Stabilization.

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 RIP-RAP
 - A. Comply with Section 312523 - Rip-Rap.
- 2.6 FILTER FABRIC (Temporary Stone Check Dam)
 - A. Use Stablenka Filter Fabric (T-140N), Mirafil (140N) or approved equal.
- 2.7 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 329213.
- 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 329213.

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 TEMPORARY STONE CHECK DAMS

- A. Utilize temporary stone check dams as indicated on the plans or directed by Engineer.
- B. Provide temporary stone check dams constructed of both rip-rap and #57 stone, as illustrated on the plans.

3.8 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

3.9 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 ".

3.10 REMOVAL

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

3.11 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 312523 - RIP-RAP

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work included: Furnishing all labor, materials, and equipment and performing all operations in conjunction with placing protective coatings of broken stone in accordance with these specifications and in conformity with the lines, grades and thicknesses shown on the plans or established by the Engineer.
- B. Related work: Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in other divisions 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.

1.3 SUBMITTALS

- A. Comply with pertinent provisions of the contract documents.

PART 2 - PRODUCTS

2.1 STONE FOR HAND PLACED RIP-RAP

- A. Provide rip-rap which:
 - 1. Has thickness of 12" minimum.
 - 2. Weighs a minimum of 25 lbs. to a maximum of 150 lbs.
 - 3. Has at least 60% of stone weighing more than 60 lbs.

2.2 GROUTED RIP-RAP

- A. Stone to conform to the requirements for hand placed rip-rap.
- B. Mortar for grout shall consist of one part Portland cement and three parts sand.
- C. Water content of the grout shall be such that permits gravity flow into the voids with limited spading and brooming.

2.3 FILTER FABRIC

- A. Provide Mirafi 600X or approved equal.

PART 3 - EXECUTION

3.1 HAND PLACED RIP-RAP

- A. Where thickness is not shown on the plans, it shall be 12".
- B. The slope upon which this rip-rap is to be placed shall conform with the cross section shown on the plans or as directed by the Engineer.
- C. Properly compact depressions that may be filled in trimming and shaping the slope.
- D. Install filter fabric, lapping sides 12".
- E. Begin placing in a trench at least 2' below the toe of the slope.

- F. Firmly imbed against the slope and the adjoining piece with the sides in contact and with broken joints.
- G. Fill the spaces between the larger pieces with spalls of suitable size, thoroughly ram into place.
- H. The finished surface shall present an even, tight surface true to line, grade and section.

3.2 GROUTED RIP-RAP

- A. The preparation and placement shall be the same as specified above for hand placed rip-rap.
- B. All voids between stone shall be filled with mortar to a depth of not less than 4" below the surface of the stone.
- C. Surface of the stones shall be left reasonably free of grout.
 - 1. Plastering of the rip-rap will not be allowed.
- D. Spaces between the stones shall be reasonably free of sand or other material and shall be wet during the placing of grout.

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 price bid for the project.

END OF SECTION

SECTION 321630 - CONCRETE SIDEWALKS

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes the installation of concrete for chain link fence posts, as shown on the Drawings, or as specified herein.
- B. The materials and methods specified herein are directly intended for placement of “new” concrete sidewalk. Where existing sidewalk is removed and replaced during construction, modifications to these specifications to match existing conditions shall be made as directed by the Engineer.

1.2 QUALITY ASSURANCE

- A. Reference Standards:
 - 1. The latest edition of the following standards, as referenced herein, shall be applicable.
 - a. South Carolina Department of Transportation (SCDOT).
 - b. American Society of Testing and Materials (ASTM)
 - c. American Concrete Institute (ACI).
- B. The Contractor shall provide and pay for all costs in connection with an approved independent testing facility to determine conformance of materials with the specifications, if at any time during the Work, materials appear unsuitable in the opinion of the Engineer.

1.3 SUBMITTALS

- A. Concrete:
 - 1. The Contractor shall furnish the name and location of the concrete supplier.
 - 2. Submit the design mix for each class of concrete prior to use in the Work.
- B. Test Results:
 - 1. Owner’s testing laboratory shall submit written reports of all tests, investigations, and recommendations to the Owner, Contractor and the Engineer.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Concrete:
 - 1. All cast-in-place concrete shall be ready mixed concrete meeting the following criteria:
 - a. 28 day compressive strength-3,000 psi
 - b. Air entrainment-4% to 8%
 - c. Slump-2" to 4"

- B. Premoulded Expansion Joint Filler:
 - 1. Concrete curbing shall be provided with a 1/2" premoulded expansion joint filler conforming to ASTM D1751.
 - 2. The premoulded expansion joint filler shall be "pre-cut" to match the concrete sidewalk cross-sectioned dimensions as detailed on the Drawings.
- C. Sealants:
 - 1. Joint Sealers: ASTM C 920.
- D. Forms:
 - 1. Sidewalk forms shall be of wood or steel, straight of sufficient strength to resist springing during depositing and consolidating concrete, and of a height equal to the full depth of the finished sidewalk.
 - 2. Wood forms shall be surfaced plank, 2-inch nominal thickness, straight and free from warp, twist, loose knots, splits or other defects. Wood forms shall have a nominal length of 10 feet, with a minimum of three stakes per form, at maximum spacing of 4 feet. Corners, deep sections, and radius bends shall have additional stakes and braces, as required. Radius bends may be formed with 3/4-inch boards, laminated to the required thickness.
 - 3. Steel forms shall be channel-formed sections with a flat top surface and with welded braces at each end and at not less than two intermediate points. Form ends shall be interlocked and self-aligning. Forms shall include flexible forms for radius forming, corner forms, form spreaders, and fillers. Forms shall have a nominal length of 10 feet, with a minimum of two welded stake pockets per form. Stake pins shall be solid steel rods with chamfered heads and pointed tips, designed for use with steel forms.

PART 3 - EXECUTION

3.1 INSPECTION

- A. The Contractor shall notify the Engineer 24 hours before placing concrete in order to give the Engineer an opportunity to inspect the formwork, reinforcing and related items prior to placement of the concrete.
- B. Delivery tickets shall show the amount of cement, brand, and amount of all admixtures, in addition to information required by ASTM C94, Section 14. Water added on the job shall be approved and the amount noted on the delivery ticket and initialed by the Contractor.

3.2 SUBBASE PREPARATION

- A. Concrete sidewalk shall be constructed on a compacted granular subbase as shown on the Drawings.
- B. The completed subbase shall be tested for grade and cross section with a template extending the full width of the sidewalk and supported between side forms.
- C. The subbase shall be maintained in a smooth, compacted condition in conformity with the required section and established grade, until the concrete is placed.
- D. The subbase shall be in a moist condition when concrete is placed.

- E. The subbase shall be prepared and protected so as to produce a subbase free from frost when the concrete is deposited.

3.3 FORMWORK

- A. Earth cuts may not be used as forms for vertical surfaces.
- B. All forms shall be built mortar tight and of materials sufficient in strength to hold concrete without bulging between supports. Forms shall be maintained to eliminate the formation of joints due to shrinkage of the forms. Concrete, misshapen by bulges or deformations caused by inadequate forms, shall be removed or corrected as ordered by the Engineer. All replacements or corrections shall be made at the Contractor's expense.
- C. All surfaces of wooden forms that will be in contact with exposed concrete shall be thoroughly treated with an approved lacquer in the procedure recommended by the manufacturer. Forms so treated shall be protected from being damaged or dirtied prior to placing of the concrete.
- D. Metal forms shall be treated with an approved form lacquer or may be treated with an approved form oil. The metal used for forms shall be of sufficient thickness to remain true to shape. All bolt and rivet heads shall be designed to hold the forms rigidly together and to allow removal, without injury to the concrete. Metal forms which do not have smooth surfaces, correct alignment and clean surfaces shall not be used.
- E. Side forms shall not be removed for less than 12 hours after finishing has been completed.

3.4 CONCRETE PLACEMENT AND FINISHING

A. Preparation:

1. Set forms true to line and grade and anchor rigidly in position.
2. Transverse expansion joints shall be installed at sidewalk returns and opposite expansion joints in adjoining curbs. Longitudinal expansion joints shall be installed between concrete sidewalk and abutting concrete curb, continuously. Transverse expansion joints shall be installed equally at not more than 25 feet on center, unless otherwise directed by the Engineer, or as detailed on the Drawings.
3. Transverse expansion joints shall be filled with 1/2-inch joint filler strips. Joint filler shall be placed with top edge 1/4 inch below the surface and shall be held in place with steel pins or other devices to prevent warping of the filler during floating and finishing. Protect the top edge of the joint filler during concrete placement with a temporary cap and remove after concrete has been placed.
4. Expansion joints shall be formed about structures and features that project through or into the sidewalk pavement, using joint filler of the type, thickness, and width indicated. The filler shall be installed in such manner as to form a complete, uniform separation between the structure and sidewalk pavement.

B. Concrete Placement:

1. Concrete shall be placed in the forms in one layer of such thickness that when compacted and finished the sidewalk will be of the thickness indicated. After concrete has been placed in the forms, a strike-off guided by side forms shall be used to bring the surface to proper section to be compacted.

2. The concrete shall be tamped and consolidated with a suitable wood or metal tamping bar, and the surface shall be finished to grade with a wood float. Finished surface of the walk shall not vary more than 3/16 inch from the testing edge of a 20-foot straightedge. Irregularities exceeding the above shall be satisfactorily corrected. The surface shall be divided into rectangular areas by means of contraction joints spaced at intervals shown on the drawings.
 3. Place concrete in accordance with ACI 301 unless otherwise specified herein.
 4. Cold Weather Concreting: Comply with ACI 306 for placement at temperatures of, or expected to be, below 40°F.
 5. Hot Weather Concreting: Comply with ACI 305 for placement at temperature of, or expected to be, above 90°F.
- C. Concrete Finishing:
1. After straight edging, when most of the water sheen has disappeared, and just before the concrete hardens, the surface shall be finished to a smooth and uniformly fine granular or sandy texture free of waves, irregularities, or tool marks. A scored surface shall be produced by brooming with a fiber-bristle brush in a direction transverse to that of the traffic, or as otherwise shown on the drawings.
 2. All slab edges, including those at formed joints, shall be finished carefully with an edger having a radius of 1/8 inch. Corner and edges which have crumbled and areas which lack sufficient mortar for proper finishing shall be cleaned and filled solidly with a properly proportioned mortar mixture and then finished.
 3. The completed surface shall be uniform in color and free of surface blemishes and tool marks.

3.5 CURING

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures.
- B. Comply with ACI 306.1 for cold-weather protection.
- C. Evaporation Retarder: Apply evaporation retarder to concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h (1 kg/sq. m x h) before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete but before float finishing.
- D. Begin curing after finishing concrete but not before free water has disappeared from concrete surface.
- E. Curing Methods: Cure concrete by moisture curing, moisture-retaining-cover curing, curing compound, or a combination of these as follows:
 1. Moisture Curing: Keep surfaces continuously moist for not less than seven days with the following materials:
 - a. Water.
 - b. Continuous water-fog spray.

- c. Absorptive cover, water saturated and kept continuously wet. Cover concrete surfaces and edges with 12-inch (300-mm) lap over adjacent absorptive covers.
2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover, placed in widest practicable width, with sides and ends lapped at least 12 inches (300 mm) and sealed by waterproof tape or adhesive. Immediately repair any holes or tears occurring during installation or curing period using cover material and waterproof tape.
3. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas that have been subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating, and repair damage during curing period.

3.6 SEALING JOINTS

- A. At the end of the curing period, expansion joints shall be carefully cleaned and filled with joint sealer. Concrete at the joint shall be surface dry, and the atmospheric and pavement temperatures shall be above 50°F, at the time of application of joint sealing materials.
- B. Joints shall be filled flush with the concrete surface in such manner as to minimize spilling on the walk surface. Spilled sealing material shall be removed immediately and the surface of the walk cleaned. Dummy groove joints shall not be sealed.

3.7 BACKFILLING AND RESTORATION

- A. After curing, debris shall be removed, and the area adjoining the concrete shall be backfilled, graded, and compacted to conform to the surrounding area in accordance with lines and grades indicated.
- B. All lawns, pavements, driveways, shrubs, or other improvements affected by sidewalk placement shall be restored to their original condition.

3.8 PROTECTION

- A. The Contractor shall protect the curbing and keep it in alignment and “first class” condition until the completion of the Contract. Any curbing, which is damaged prior to final acceptance of the Work, shall be removed and replaced at the Contractor’s expense.

END OF SECTION

SECTION 321801 - NATURAL GRASS PLAYING FIELD SYSTEM

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Provide equipment and materials, and do work necessary to construct the natural turf field playing system, as indicated on the Drawings and as specified. Work shall include but shall not be limited to:
1. Earthwork Requirements
 - a. Demolition
 - b. Excavation, trenching, grading, backfilling, compaction to achieve subgrade.
 - c. Laser grading
 - d. Disposal of spoil materials.
 - e. Acceptance and certification of Sub-grade elevations and compaction
 - f. Grade elevation certification of Finish sub-grade
 2. Field Drainage System Requirements
 - a. Filter Fabric
 - b. Gravel drainage trench material
 - c. Lateral drains and fittings
 3. Drain Pipe (Per Section 334100.20 High Density Polyethylene Storm Utility Drainage Piping)
 - a. Drain pipe, collector pipe and fittings
 - b. Clean outs and inline structures/manholes
 4. Sports Irrigation System Requirements (Per Section 328425 Irrigation)
 5. Playing Field Requirements
 - a. Soil materials and amendments
 - b. Blended rootzone materials and amendments
 - c. Laser grading
 - d. Finish Grade survey certification of rootzone mix
 6. Grass Installation (Per Section 329223.10 Sodded Athletic Fields)

1.2 RELATED WORK

- A. Examine the Contract Documents for requirements that affect and or are related to the work of this section.
1. 321613.16 - Cast In Place Concrete Curb
 2. 323113 - Chain Link Fencing and Gates
 3. 328425 – Irrigation
 4. 329223.10 Sodded Athletic Fields
 5. 334100.20 High Density Polyethylene Storm Utility Drainage Piping
 6. Earthwork

1.3 REFERENCES STANDARDS

- A. Comply with applicable requirements of the following standards. Where these standards conflict with other specified requirements, the most restrictive requirement shall govern.
1. American Association of State Highway and Transportation Officials (AASHTO):
 - a. T 89 - Determining the Liquid Limit of Soils
 - b. T 90 - Determining the Plastic Limit and Plasticity Index of Soils
 2. Occupational Safety and Health Administration (OSHA)
 3. Department of Transportation Standard Specifications
 4. American Society for Testing and Materials (ASTM):
 - a. D 3776 - Mass Per Unit Area (Weight) of Woven Fabric
 - b. D 3786 - Hydraulic Bursting Strength of Knitted Goods and Non-Woven Fabrics: Diaphragm Bursting Strength Tester Method,
 - c. D 4491 - Water Permeability of Geotextiles by Permittivity
 - d. D 4533 - Trapezoid Tearing Strength of Geotextiles
 - e. D 4632 - Breaking Load and Elongation of Geotextiles (Grab Method)
 - f. D 4833 - Index Puncture Resistance of Geotextiles, Geomembranes, & Related Products
 - g. F 405 - Corrugated Polyethylene (PE) Tubing and Fittings
 - h. F 449 - Subsurface Installation for Agricultural Drainage or Water Table Control
 - i. F 667 - 8, 10, 12 and 15-inch Corrugated Polyethylene Tubing and Fittings
 - j. C 136 Sieve Analysis of Fine and Course Aggregates
 - k. D 422 Particle-Size Analysis of Soils
 - l. E 11 Wire-Cloth Sieve for Testing Purpose
 - m. D 5268 Standard Specification for Topsoil Used for Landscaping Purposes
 5. Current NCAA Track and Field Rules and Interpretations.

1.4 DEFINITIONS

- A. Excavation: Removal of material encountered to subgrade elevations indicated and subsequent disposal or placement of materials removed.
- B. Unauthorized Excavation: Inadvertent or purposely removing materials beyond indicated subgrade elevations or dimensions without specific direction of the Architect. Unauthorized excavation, as well as remedial work resulting from unauthorized excavation directed by Architect shall be at Contractor's expense.

1. Unauthorized excavation, including disposition of additional excavated materials and other work resulting from slides, cave-ins or remedial work shall be at Contractor's expense.
- C. Additional Excavation: When excavation has reached required subgrade elevations, the Architect the Architect will be notified and will make an observation of conditions. If Architect determines that bearing materials at required subgrade elevations are unsuitable, excavation shall be continued until suitable bearing materials are encountered and excavated material shall be replaced as directed by the Architect.
1. Removal of unsuitable material and its replacement as directed will be paid on basis of Conditions of the Contract relative to changes in work.
- D. Subgrade: The undisturbed earth or the compacted soil layer immediately below proposed playing field drainage or soil materials.
- E. Finish sub-grade: Final elevations and grading modifications to be performed in this Contract on the sub-grade elevations. Playing field system to be installed above finish sub-grade.
- F. Gravel Drainage material: Approved stone material used in drainage trenches surrounding perforated underdrain piping and on top of perimeter/collector drainage pipe trenches. This material should bridge with the rootzone mix as described herein.
- G. Rootzone mix: Blended mix containing processed sand, organics and or other amendments as described in the Contract Documents. Final mix as approved through a submittal and laboratory testing process.
- H. Baseline Specifications – This refers to materials and blends approved by the Testing Agent for gravels and rootzone mix that will be used as a benchmark or baseline during the remainder of quality control testing during construction.
- I. Certified grade elevations: As performed by a State Licensed land surveyor. Document to be signed, sealed and submitted for review and approval prior to next layer of work.
- J. Sports Irrigation System: Refers exclusively to the irrigation system designed and to be installed in the playing field area. When noted, this may also include the mainline piping from the site water source to the playing field.

1.5 SUBMITTALS

- A. Manufacturer's Product Data: Submit manufacturer's specifications and installation instructions for all products in the playing field system, including certifications and other data as may be required to show compliance with the Contract Documents. Included but not limited to the following; drainage pipe materials, geotextile fabric, irrigation system heads, valves, boxes, fittings, wire connectors, pipe and appurtenances.
- B. Test reports: Field reports as indicated in PART 3 of this specification.
- C. Supplier List: Submit list of procured and contracted suppliers of all materials required for the Playing Field System.
- D. Material Certifications: Manufacturer's or vendor's certified analysis for:
 1. Soil amendments

- E. Product Data: Submit manufacturer's product data and samples as noted for the following:
 - 1. Geotextile fabric – 3 samples approximately 7” x 11”.
- F. Rootzone Material Samples:
 - 1. Submit samples of each of the following materials to establish baseline specifications regarding ratios performed and recommendations made by Contractors testing agent prior to bid and included in the Contract Documents. Contractor’s agent shall perform these tests after the bid throughout construction.
 - a. Processed Sand Material: One-gallon sample of each potential sand source for testing.
 - b. Organic Amendment: One – gallon sample of each amendment proposed for blending
- G. Schedule: Work schedule for all work described in these documents. This schedule shall be regularly updated and submitted as progress continues throughout ultimate completion.
- H. Playing Field Contractor Reference List
 - 1. Up to date contact information
 - 2. Responsibility/scope of work for project
 - 3. Similar projects – full fields
- I. Playing Field Contractor Job Superintendent Resume
 - 1. Similar projects and references if different that Contractor reference list
- J. Subcontractor List: Submit list of key subcontractors for the project. Briefly describe the role of each as well as their experience with similar types of facilities such as being constructed in these Documents. This list should include but is not limited to:
 - 1. Sod Installer
 - 2. Sod Farm and Contact
 - 3. Rootzone Blender
 - 4. Irrigation installer
- K. Photographic Documentation – Contractor to frequently provide Owner and its representative’s digital pictures of in progress work documenting all layers and levels of work described in this Specification section.

1.6 QUALITY ASSURANCE

- A. The complete Field System shall be installed by a firm meeting the following criteria:
 - 1. A minimum of six (6) successful fields in the last three (3) years on projects comparable to this Scope of Work which includes but is not limited to
 - a. Laser grading (not GPS) experience for subgrade, gravel and finished surface meeting the requirements for finish grade required in this Contract
 - b. Big Roll sports field sod installation
 - c. Sports Field irrigation system installation

- d. Blended rootzone material installation
 - e. Experience with grow-in and care of complete playing field system thru turnover to Owner
2. Firms must have been in business under the same Ownership for at least three years, and shall have been installing similar sports fields for that entire period.
- B. The resume of the natural grass field installation superintendent who will be on-site during the installation shall be provided showing a list of the (5) successful projects for which he/she was responsible.
- C. All playing field system installation shall be directed by one (1) Contractor with proven experience in this type of work.
- D. The Playing Field Contractor shall be responsible for the protection of the field surface after it's installation through Project Completion.
- E. Grade Certification: Certified surveys by a State licensed land surveyor shall be made at the top of the in-place finished sub-grade and the top of the finished rootzone mix installation for conformance to specified final elevations. GPS survey laser equipment shall not be used for finish elevation determination unless approved in writing by the Owner and its representatives. Equipment mounted laser and hub or similar are required for playing field grading operations.

1.7 QUALITY CONTROL

A. Testing Agents:

1. Sitework and Materials Testing Agents:

- a. The Contractor shall hire testing agents for items required by the Work including but not limited to compaction, concrete, geotechnical. The Playing Field Contractor shall notify the Owner regarding timing, scheduling and use of these agents.
- b. The Engineer shall recommend for Owner approval or rejection based on results and recommendations of the tests.

2. Playing Field Testing Agent:

- a. The Contractor shall hire an independent, A2LA accredited and insured Testing Agent to perform testing of the gravel and rootzone material components
- b. The Playing Field Testing Agent is to report/submit test results as they are known and simultaneously to the Playing Field Contractor, the Owner and its representatives.
- c. Testing Agent shall make recommendations and approve final rootzone materials for the baseline specification as well as final materials to be installed
- d. Potential Agents for Contractor Consideration:
 - 1) Tifton Physical Soil Testing Laboratory, Powell Gaines, (229) 382-7292 – Owner Preferred
 - 2) Turf Diagnostic and Design, Sam Ferro, (913) 723-3700

3. Playing Field Fertility Testing Agent:
 - a. The Contractor shall hire an independent Agent to test for fertility of the following to substantial completion;
 - 1) Rootzone mix prior to sodding
 - b. This agent may be the same as the Playing Field Testing Agent noted above or potentially one of the following;
 - 1) CLC Labs (614) 888-1663
 - 2) Tournament Turf Laboratories (724) 898-2329
 - c. The Agent will simultaneously submit results and recommendations to the Playing Field Contractor, Owner and its representatives.

B. Rootzone Mix Materials Sampling, Testing and Approval Procedures:

1. Pre-bid Optional Testing and Sampling:
 - a. Bidders are encouraged to:
 - 1) Pre-test processed sand materials with the Contractors Testing Agent listed in this specification prior to submitting a bid. This does not guarantee that the materials or source will be approved for final construction.
 - 2) Pre-qualify any material deviating from that specified.
 - 3) All costs associated with pre-bid testing shall be borne by the bidder.
 - 4) Refer to sampling procedure in following sections.
2. After Bid Award and Prior to construction:
 - a. General:
 - 1) Contractor to submit rootzone materials simultaneously to Contractor's Testing Agent.
 - 2) All shipping and testing costs are borne by the Contractor.
 - 3) Submit one gallon samples, clearly marked and labeled to the Testing Agent for each material to be tested.
 - 4) Test results and recommendations shall be made by the Testing Agent and distributed simultaneously to the Contractor, Owner and its representatives.
 - b. Rootzone Materials: Provide one-gallon samples of each of the following materials to be used for testing and approval by the Testing Agent. Refer to "2.4 Rootzone Material Components and Protocol Reporting" later in this Specification for the requirements of the following materials and Reporting Protocols:
 - 1) Processed Sand

- 2) Organic amendment(s)
- c. Verifying and establishing the Rootzone Baseline Specification
 - 1) Approval by the Testing Agent of the submitted rootzone materials and blend shall serve as the Baseline rootzone mix specification for the remainder of the project.
- d. Suggested Sampling Collection Procedures from material stockpiles:
 - 1) Make a sample collection tube sized so that the material can be gained 4-5 feet deep into the pile.
 - 2) Push this pipe into the stockpile at 6-8 random locations depending on the size of the stockpile. The material collected at each location shall be placed into a clean bucket. Do this for each stockpile or batch.
 - 3) Thoroughly mix the samples in the bucket and fill a one gallon labeled zip lock freezer bag with material from the bucket. Repeat the procedure for each stockpile or batch.
 - 4) Clearly note locations of composite samples and what stockpile it corresponds to. Include a transmittal letter to identify the source of samples and sample location. Do not use labels to identify samples. Use a waterproof marker and double bag the sample(s). Send the sample(s) to the Playing Field Testing Agent. Contractor to coordinate all sample deliveries, especially those on the weekend with Testing Agent.
3. During Construction Testing and Sampling Procedures (Quality Control Batch Testing)
 - a. Rootzone Materials Testing and Sampling Procedures:
 - 1) Submit a one gallon blended sample for every 500 cubic yards of material using all materials at the ratios used in the approved Baseline Rootzone Specification
 - 2) Contractor shall use an experienced blender to provide a uniform and consistent mix for sampling and batch processing.
 - 3) Suggested Sampling Collection Procedures from the blended rootzone material stockpile:
 - 4) Make a sample collection tube from a 2.5 inch PVC pipe, approximately 4 - 5 foot long with a 45 degree angle on one end of the pipe. It is also useful to have a rubber mallet to tap samples out of the pipe.
 - 5) Push this pipe into the stockpile at 6-8 random locations depending on the size of the stockpile. The material collected at each location shall be placed into a clean bucket. Do this for each stockpile or batch.
 - 6) Thoroughly mix the samples in the bucket and fill a one gallon labeled zip lock freezer bag with material from the bucket. Repeat the procedure for each stockpile or batch.
 - 7) Note locations of composite samples and what stockpile it corresponds to. Include a transmittal letter to identify the source of samples and sample

location. Do not use labels to identify samples. Use a waterproof marker and double bag the sample(s). Send the sample(s) to the Playing Field Testing Agent. Contractor to coordinate all weekend sample deliveries with Testing Agent.

- b. All quality control rootzone mix tests shall be performed by the Testing Agent.
- c. The first batch sample shall be tested using full protocol as follows; (Refer to “2.4 Rootzone Material Components” later in this Specification)
 - 1) Particle Size Characteristics (ASTM F1632)
 - 2) Particle Shape/Particle Size Parameters/pH
 - 3) Physical Properties (ASTM F-1815)
- d. The remainder of the batch samples shall be tested for particle sizing and infiltration rate characteristics only unless the Testing Agent, at his/her discretion and for the best interests of the Owner decides to also perform the full protocol.
- e. Each batch to be sampled and tested will be released for field placement immediately after approved and only upon approval.
- f. Rootzone mix test results shall meet general conformance to the Baseline Rootzone Specification. A reasonable variation in the batch blend results to meet general conformance would be described as a homogeneous mixture not deviating more than 15% in the sand content between tests.
- g. Additional testing costs due to deviations and out of general conformance shall be borne by the Contractor.

C. Earthwork Material Qualification and Testing:

- 1. If found necessary, submit the following test data for each potential borrow source.
 - a. Particle Size Analysis:
 - 1) Method: AASHTO D422.
 - 2) Number of Tests: Three (3) per potential source.
 - 3) Acceptance Criteria: Gradation within specified limits.
 - b. Maximum Density Determination:
 - 1) Method: Modified Proctor Test - ASTM D 1557.
 - 2) Number of Tests: Three (3) per potential source.
- 2. Re-establish gradation and maximum density of fill material if source is changed during construction

D. Earthwork Material Qualification and Testing:

- 1. If found necessary, submit the following test data for each potential borrow source.
 - a. Particle Size Analysis:
 - 1) Method: AASHTO D422.
 - 2) Number of Tests: Three (3) per potential source.
 - 3) Acceptance Criteria: Gradation within specified limits.

- b. Maximum Density Determination:
 - 1) Method: Modified Proctor Test - ASTM D 1557.
 - 2) Number of Tests: Three (3) per potential source.

- 2. Re-establish gradation and maximum density of fill material if source is changed during construction

1.8 DELIVERY, STORAGE AND HANDLING

- A. All materials shall be delivered and stored within the Contractor's work limits or in an area approved by the Owner.
- B. All material shall be stored in strict accordance with the manufacturer's recommendations.
- C. Special care shall be exercised during delivery and storage to avoid damage to the products.
- D. Products that are damaged will be removed and replaced, unless the product can be repaired in an acceptable manner by the Contractor, at his expense.
- E. Packaged Materials:
 - 1. Deliver packaged materials in containers showing weight, analysis, and name of manufacturer. Protect materials from deterioration during delivery, and while stored at site. Store out of low lying or drainage areas.
- F. Rootzone Mix:
 - 1. Deliver tested and approved lots in clean, washed and covered trucks to eliminate contamination during transportation. Place directly on playing field. Do not stockpile on site.
- G. Rootzone Mix: May be blended directly on site in a stockpile area that is clean and well-draining. Move to playing field area only after Testing Agent approval from Construction Quality Control Batch test results

1.9 COMPLETION AND ACCEPTANCE

- A. General: Field completion shall be separated into 2 phases, "Punch List" and "Substantial Completion."
- B. Punch List/Preliminary Completion: Scheduled date for Punch List shall be at least 15 calendar days before Substantial Completion. Notify the Playing Field Designer/Engineer and Owner in writing, 3 days prior to scheduled date for the Punch List. To be considered ready for this Punch List the following items shall be installed:
 - 1. Drainage system installed.
 - 2. Rootzone mix in place, compacted and to grade
 - 3. Irrigation system tested, installed and adjusted.
 - 4. Sod areas laid, joints and seams filled.
 - 5. One top-dressing application over entire grass area complete
- C. Substantial Completion: Contractor shall notify the Playing Field Designer/Engineer and Owner in writing, 5 days prior to a requested date for a site observation to meet "Substantial Completion." To be considered "Substantially Complete" or "Playable" the following items shall be provided:

1. All Punch List items are complete.
2. Submit five (5) copies of written operating and maintenance instructions. Provide format and contents as directed by the Engineer.
3. Maintenance Log compiled in a loose-leaf 3-ring binder detailing all work done on fields from installation through Substantial Completion. Log shall include product information sheets and manufacturers' representatives contacted with phone numbers
4. Submit (5) copies of all certified surveys performed during construction for Quality Control.
5. Instruct the Owner's personnel in the operation of the irrigation and other systems.
6. Sod roots shall be visually displayed and active.
7. Absence of all joints and cracks in sod installation as to appear "seamless.
8. Grass Maintained at a height of 3/4 inch
9. Dense, green, consistent grass void of any bare or patchy areas
10. Smooth, level playing surface compacted and level to grading tolerances.
11. Stockpiling or storing of "attic stock" materials.
12. Written warranties/guarantees.
13. Upon completion, Contractor shall provide Owner with project as-built/record drawings.

1.10 WARRANTY/GUARANTEE

- A. General: Warranties / Guarantees specified in this Article shall not deprive the Owner of other rights the Owner may have under other provisions of the Contract Documents and are in addition to and run concurrent with other warranties/guarantees made by the Contractor under requirements of the Contract Documents.
- B. The following are inclusive of the term "Playing Field System" for provisions of the guarantee:
 1. Final grade tolerances to one-quarter inch in the length of 25' of finish grade in any direction.
 2. All materials and products specified.
 3. Working functions of the drainage system.
 4. Rootzone mix shall be guaranteed to have a percolation rate of 6 inches per hour
 5. Working functions of the irrigation system.
 6. Grass shall be true of species and type and free from objectionable weeds and/or grasses

1.11 SPARE PARTS/ATTIC STOCK

- A. Stockpile Materials (Attic Stock): Provide the following additional materials stored as directed by the Owner. [Use only those that apply and size according to project size]

1. Rootzone Mix – 20 Tons

PART 2 - PRODUCTS

2.1 EARTHWORK MATERIALS

- A. General: All fill material, regardless of intended use category, shall be clean and free from organic matter, roots, brush or other vegetation, trash, debris or other detrimental substances, and rocks or unbroken lumps larger than 3 inch, and shall be tested and approved by the soil testing and observation agency prior to placement
- B. Suitable Material: Soils classified by ASTM as GW, GP, GM, GC, SW or SP, free from organic, frozen, or other deleterious materials. When approved by the Playing Field Designer/Engineer on a case-by-case basis, Select Fill is an acceptable alternate.
- C. Structural Fill: non-plastic, sound, durable, granular particles consisting of sand, gravel, stone or blends with these materials, free from organic, frozen, or other deleterious materials, conforming to the following gradation requirements:

Sieve	Percent Passing
4"	100
No. 40	0-70
No. 200	0-10

- D. Trench Backfill: Existing soils obtained from Playing Field System excavations, excluding broken and pulverized weathered bedrock
- E. All stone shall be angular. Rounded or river stone is not allowed.

2.2 DRAINAGE SYSTEM MATERIALS

- A. Collector Pipe, Drainage Pipe, Fittings and Structures:
 - 1. Per Section 334100 Storm Drainage Utility Piping
- B. Geotextile Fabric:
 - 1. General:
 - a. Provide on playing field drainage trenches.
 - b. The geotextile shall be a nonwoven sheet of plastic yarn as defined by ASTM D123 and conform to the criteria presented in the following table. These requirements shall be based on the Minimum Average Roll Value (MARV) which is defined as the value that can be expected, with 95% confidence, to be the minimum test average obtained on a roll sampled and tested in accordance with ASTM D4759.
 - c. Geotextile shall meet the requirements of AASHTO M288 except as modified herein.

Geotextile Class 1			
Physical Property	ASTM Procedure	Minimum Acceptance Criteria	
		English	Metric
Grab Tensile Strength	D 4632	200 lbs	890 N
Grab Elongation at Break	D 4632	50%	50%
Puncture Strength	D 4833	80 lbs	355 N
Mullen Burst Strength	D 3786	260 psi	1790 Kpa
Trapezoidal Tear	D 4533	80 lbs	355 N
Apparent Size Opening (AOS)	D 4551	70-100 US Std Sieve	150 – 212 um

2. Product:

- a. Mirafi 180 N
 - 1) www.mirafi.com
- b. Propex Geotex 801
 - 1) www.geotextile.com
- c. Approved equal.

2.3 ROOTZONE MIX COMPONENTS AND PROTOCOL REPORTING

A. Components: For bidding purposes, the blend shall generally possess the ratios of 95% processed sand: 5% organic materials. The Testing Agent will have latitude during the mix design process to reasonably modify these ratios and to ultimately approve a final baseline specification mix as described earlier in this specification section. The materials used are as follows;

1. Processed Sand:

- a. The sand shall be uniform coarse sand screened and washed meeting the following Particle Size Distribution (ASTM C136 and F1632 sand fractions % retained):

Fraction Size/Name	U.S. Standard Sieve	Diameter of Sieve (mm)	Allowable Range % Retained on Sieve
Gravel	10	2.00	3% maximum
Very Coarse Sand	18	1.00	less than, equal to 3 – 20%
Coarse Sand	35	0.50	At least 60% Particles in this range
Medium Sand	60	0.25	
Fine Sand	100	0.15	10% maximum
Very Fine Sand	270	0.05	5% maximum
Silt		0.002	5% maximum
Clay		<0.002	3% maximum

- 1) No more than 30% combined for No. 10 and No. 18 sieve.
- 2) 100% passing the No. 5 (4 mm) sieve, and no more than 15% combined very fine sand, silt, and clay.

2. Organic Amendments:

a. General:

- 1) The following components may be blended with the approved processed sand to make the final approved rootzone mixture.

b. Processed Peat:

- 1) Performance Criteria: If selected shall have a minimum organic matter content of 85% by weight as determined by loss on ignition (ASTM D 2974-87 Method D) and shall be free of sticks, stones, hay, or any other deleterious matter.

- 2) Peat Analysis:

Parameter	Specification
Total Ash	15% or less
pH	6.5 to 7.5
% Moisture	40% to 70%

Sieve Criteria	
2.0 mm sieve	0 to 5% retained
1.0 mm sieve	Less than 20% retained

- 3) Peat Suppliers:

- a) Fafard Peat, www.fafard.com
- b) Peat Inc., Steve Young, (763)-441-8387
- c) Oglebay Norton Industrial Sands, Inc. (619) 277-1670
- d) Pioneer Peat, Inc. (701) 746-4300

B. Rootzone Mix Requirements: The processed sand shall be uniform coarse sand screened and washed and when blended with the organic material by the Testing Agent shall be reported and meet the following requirements:

1. Particle Size Analysis meeting previous distribution chart.
2. Physical Analysis (determined at 25 cm tension – 10 inches by USGA testing protocol ASTM F1815) – multiple mixes may be shown to determine the final selection
 - a. Saturated Hydraulic Conductivity – 10 to 16 in/hr
 - b. Total Porosity – 35 to 55% (Non capillary and Capillary)
 - c. Bulk Density - 1.2 to 1.6 (ASTM F2396)
 - d. Report Water Retention Percent at Field Capacity
 - e. pH range of 6.0 to 6.5 (ASTM D4972 Method A water only)
 - f. Organic Matter Percent by weight for the mix shall be 0.4 to 0.6% (ASTM F1647 Method 1)
 - g. Uniformity Coefficient (Cu): 2.0 – 5.0

- h. Gradation Index (D90/D10): Less than 10
- C. Protocol and Reporting: The Testing Agent shall test the individual rootzone components and the blended mix(es) and report results using Full or Partial Protocol as follows:
- 1. Full Protocol Reporting: This full reporting shall be performed to verify/establish Baseline spec after the bid and prior to construction and for the first 3 batches of the mix during Construction Quality Control batch testing. Items to be reported are as follows:
 - a. Particle Size Analysis / Distribution.
 - b. Physical Analysis:
 - 1) Saturated Hydraulic Conductivity
 - 2) Total Porosity (Non capillary and Capillary)
 - 3) Bulk Density
 - 4) Report Water Retention Percent at Field Capacity
 - 5) pH range
 - 6) Organic Matter Percent by weight for the mix
 - 7) Uniformity Coefficient (Cu):
 - 8) Gradation Index (D90/D10)
 - 2. Partial Protocol Reporting: The remaining batches after the initial three during Construction Quality Control batch testing shall be tested and reported for the following unless it is determined at the sole discretion of the Owner or the Testing Agent to use the full protocol:
 - a. Particle Size Distribution / Analysis
 - b. Uniformity Coefficient
 - c. Infiltration Rate
 - 3. Mix Adjustments and Recommendations: The Testing Agent shall make recommendations from the material reporting if necessary
 - 4. PH Recommendations
 - a. Testing Agent shall make appropriate recommendations to modify the pH rating of the rootzone mx to establish an optimum range of 6.0 to 6.5 for sports turfgrass.

PART 3 - EXECUTION

3.1 EXAMINATION AND PROTECTION

- A. Verification of Conditions: Examine areas and conditions under which all work of this Section is being performed. Commencement of work implies acceptance of all areas and conditions.
- B. Protection of Work: Protect all on-going work, so as not to delay work due to weather or project related construction. This includes but is not limited to the use of tarps, geotextile, plywood and other protective measures.
- C. Protection of Persons and Property: Provide all necessary measures to protect workmen and passersby. Barricade open excavations occurring as part of the work, as required by municipal or other authorities having jurisdiction.

1. Protect adjacent construction throughout the entire operation. Protect newly graded areas from destruction by weather or runoff. Protect structures, utilities, pavements, and other improvements from damage caused by settlement, lateral movement, undermining and washout.

- D. Unanticipated Conditions: Notify the Engineer immediately upon finding evidence of previous structures, filled materials that penetrate below designated excavation levels, or other conditions which are not shown or which cannot be reasonably assumed from existing surveys and geotechnical reports. Secure the Engineer's instruction before proceeding with further work in such areas.

3.2 EARTHWORK EXECUTION / PLAYING FIELD SUBGRADE & FINISH SUBGRADE

A. Layout and Control:

1. The Contractor shall be responsible for furnishing, setting and marking of all line, grade and location stakes, including offsets and general construction staking.
2. Maintain benchmarks and other elevation control points. Re-establish, if disturbed or destroyed, at no additional cost to the Owner.
3. Establish location and extent of existing utilities before commencement of grading or installation operations.
 - a. Below grade utilities exist surrounding the field edge within and immediately outside the limits of the playing field. Contractor to use caution. Some operations may include hand digging, potholing, or other methods to establish the locations of these utilities both vertically and horizontally.
4. Surface Water Control:
 - a. All earthwork operations shall be conducted in a manner to prevent surface water from infiltrating into the subgrade and base. Drainage is to be maintained in all parts of the site to drain surface water without ponding at all times. The Contractor, at his own expense, shall undercut soils saturated by ponding and backfill per this Section at the direction of the Engineer.
5. Quality Control:
 - a. Subgrade Ground Surface Requirements:
 - 1) Perform density tests in accordance with ASTM A1556, ASTM D2167, or ASTM D2022
 - 2) Perform moisture tests in accordance with ASTM D3017.
 - 3) Where field-testing is performed using nuclear test methods, verify calibration of both density and moisture gages at the beginning of work, on each different type of material encountered, and additionally as directed by the Owner
 - b. Fill and Backfill Materials: Test existing on-site soils and borrow materials proposed for use in filling and backfilling operations as follows. Allow testing services to inspect and approve each subgrade and fill layer before further backfill or construction work is performed.

Moisture Content:	ASTM D2216
Maximum Index Density:	ASTM D4253
Moisture Density Relations:	ASTM D698
Plasticity Index:	ASTM D4318

- c. Subgrade Material: One test for every 2500 square foot of compacted subgrade material, or major fraction thereof, but in no case less than two tests for each day's work

- B. Excavation:
 - 1. Refer to Site Earthwork Specifications and Civil Drawings for additional Earthwork requirements

- C. Moisture Control:
 - 1. Where subgrade soil material, fill or backfill must be moisture conditioned before compaction, uniformly apply water to the surface and to each layer of fill or backfill as necessary to provide optimum moisture content. Prevent ponding or other free water on surface subsequent to, or during, compaction operations.
 - 2. Remove and replace, or scarify and air dry, soil that is too wet to permit compaction to specified density. Soil that has been removed because it is too wet to permit compaction may be stockpiled or spread and allowed to dry. Assist drying by discing, harrowing or pulverizing, until moisture content is reduced to a value which will permit compaction to the percentage of maximum density specified.

- D. Compaction Equipment:
 - 1. Compaction equipment used for the Work is subject to approval by the Engineer. Any equipment not originally manufactured for compaction purposes and equipment which is not in proper working order will not be approved. Furnish manufacturer's specifications covering data not obvious from a visual inspection of the equipment and necessary to determine its classification and performance characteristics

- E. Playing Field Subgrade:
 - 1. All cutting, filling, backfilling and grading necessary shall be done to bring the playing field areas to the following subgrade tolerances:
 - 2. The final elevation of the finish playing field subgrade shall be plus or minus one inch at any point on the field and on a 25 foot by 25 foot grid of the finished grades indicated on the Contract Drawings. Laser controlled or indicated equipment shall be used for this part of the work.
 - a. Playing Field Subgrade Elevation Certification: A certified survey by a State licensed land surveyor shall be performed at 25-foot centers to verify grade and elevation of the subgrade. The digital survey document shall indicate spot elevations and tenth of foot contours and shall be submitted to the Engineer for review and approval prior to moving to next part of work
 - b. Playing Field Finish Subgrade.

3. General:
 - a. After verification and approval of the subgrade, the Playing Field Contractor shall then proceed with the fine grading of the subgrade. All fine grade cutting, filling, and backfilling necessary to be performed on the subgrade to bring the playing field areas finish subgrade to the required tolerances.
 - b. Finish subgrade shall mirror the final finish elevation of the field surface in regards to slope except where noted on the drawings.
 - c. Compaction for the finish subgrade shall meet 95% Standard Proctor as described in section 3.2 of this Specification.
 - d. Proofrolling of the finish subgrade is required.
 - e. Sufficient grading must be done during the progress of the work so that the entire site shall be well drained and free from water pockets.
4. Playing Field Finish Subgrade Tolerance Requirements: The final elevation of the finish subgrade shall be plus or minus one half inch at any point on the field and on a 25 foot by 25 foot grid grade as indicated on the Contract Drawings.
5. Playing Field Finish Subgrade Elevation Certification: A certified survey by a State licensed land surveyor shall be performed at 25-foot centers to verify required grade and elevation tolerances of the finish subgrade. The digital survey document shall indicate spot elevations and tenth of foot contours and shall be submitted to the Engineer for review and approval prior to moving to next part of work.

3.3 DRAINAGE SYSTEM INSTALLATION

A. Collector and Lateral Pipe Trenching:

1. Only perform trenching, drainage pipe installation and backfilling operations that can be completed in one day. Exposed trenches that collapse due to rain or other occurrences shall be widened and filled as specified or refilled with subgrade materials, compacted, and retrenched.
2. Contractor to connect playing field drainage system to site storm drainage.
3. Excavate trenches for all piping to a uniform depth and width, sufficiently wide enough to provide ample working room.
 - a. Minimum width of trench to be twice the pipe diameter.
 - b. Abnormal conditions such as large cobbles or unstable conditions that may cause trench to lose integrity shall be reported to the Engineer immediately.
4. Excavate trenches and conduit to depth indicated or required to establish indicated slope and invert elevations and to support bottom of pipe or conduit on undisturbed soil.
5. Contractor to remove or manipulate spoils from trenching excavation so that integrity of finished grade requirements is maintained prior to placing filter fabric.

B. Installation of Geotextile Filter Fabric:

1. Install filter fabric onto full extent of field bottom and sides of trenches.

2. Extend fabric a minimum of 12 inches past each side of top of trench on top of the subgrade.
3. The fabric shall be placed as smooth and wrinkle-free as possible.
4. All laps shall be at least thirty-six inches in width without tension, stress, folds, or creases.
5. At time of installation, fabric will be rejected if it has defects, ribs, holes, flaws, deterioration, or damage incurred during manufacture, transportation, handling, or storage. Damaged materials shall be removed and replaced at no additional cost to the Owner.
6. Install fabric to coordinate with trenching operation and other parts of the Work.
7. Sandbags or other devices may be used as required to hold the fabric in position during installation. Materials, equipment or other items shall not be dragged across the fabric or be allowed to slide down slopes on the fabric
8. Fabric shall be covered as soon as possible after placement to minimize exposure to sunlight and to other types of contamination such as surface run-off.
 - a. Fabric shall not be exposed for more than 10 days.
 - b. Fabric which becomes overly contaminated shall be removed and replaced with new fabric.
9. Contractor to temporarily fold fabric over at the tops of the trenches during construction to eliminate migration of soil materials into the gravel trench. Just prior to installation of gravel drainage blanket, this fold shall be undone and fabric shall be laid over the finished subgrade. Should contamination of the gravel trench occur, Contractor shall remove contaminated material and replace with clean approved materials at no cost to the Owner

C. Installation of Collector and Lateral piping:

1. Lay perforated pipe directly on geotextile fabric at trench bottom in accordance with pipe manufacturer's recommendations.
2. Provide collars and couplings as required for installation of these lines as well as for connections to drainage structures and trench drains.
3. Install collector as indicated on drawings so that it connects to site structures or extends to limits indicated.
 - a. Protect any exposed ends of pipe until connected to detention or storm sewer system by playing field Contractor or others
4. Pipe laying work shall commence at the main collector line and shall proceed from low point of system to high point.
 - a. Pipe shall be laid true to line and grade in such a manner as to assure a close concentric joint with the adjoining pipe.
 - b. Protect any exposed ends of the pipe until final connections are made.
 - c. After pipe installation has been observed by the Engineer, drainage material shall be placed around and over the pipe.

5. Install inline structures, drain inlets, catch basins per manufacturer's instructions
 6. After pipe installation has been observed by the Playing Field Designer/Engineer, approved drainage material shall be placed around and over the pipe to the top of the trench.
 - a. If observation indicates poor alignment, debris, displaced pipe, infiltration or other defects, Contractor to take whatever steps are necessary to correct such defects prior to proceeding
 7. Installation of drain lines from ground boxes
 - a. Install drain lines from in ground boxes installed in the field area. Connect directly to field drainage system.
 8. Collector pipe Clean Out: A nyloplast or equal structure is to be used for the cleanout. Cap shall be placed flush with finish subgrade as shown on the drawings. Install bolt, washer and nut on cap for metal detection purposes
- D. Clean Out/End Cap: Cap shall be recessed below the rootzone mix and flush with finish subgrade elevation. Install bolt, washer and nut on cap for metal detection purposes
- E. Testing Drain Lines: The Contractor shall ensure that lines are in proper alignment and free flowing prior to placing the drainage gravel fill material. The Playing Field Designer/Engineer will observe portions of this process for general conformance of the specifications

3.4 SPORTS FIELD IRRIGATION INSTALLATION

- A. General: Install system per Section 328425 – Irrigation Rootzone Mix Installation
- B. Rootzone mix batches must be approved by Testing Agent prior to any shipping or installation of the mix on to the playing field area.
- C. Begin placement of rootzone mix only after irrigation system layout and installation have been approved.
- D. The tested and approved rootzone material shall be dumped at the edge of the field and systematically worked outward onto the field. Under no circumstances will loaded rubber tired vehicles in excess of 1 ton be allowed over the drainage trenches prior to or during the spreading of the root zone mix. Equipment used on the rootzone mix/field shall be of a size and weight and shall utilize low pressure turf type tires, tracks or tires, which will not damage or overly compact the field installation.
- E. The material shall be spread onto the field in an even depth/layer as indicated. The finish grade slope shall conform exactly to the subgrade slope, (unless indicated otherwise on drawings) when the root zone mix has been spread uniformly over the field and compacted to 85% of the maximum dry density as determined by the standard proctor test. The field shall be compacted, settled and firmed uniformly. Operate the irrigation system as necessary to settle and compact the mix to a final uniform depth.
- F. Finish grades shall be achieved by using a combination of laser-operated equipment, string lines, drag screens, rollers, and hand raking with a tolerance of 1/4 inch in 25 feet.
- G. Finish Grade Verification: A certified survey by a land surveyor licensed in the State shall be performed at 25-foot centers for each field to verify grade and elevation of the finish field elevation which is 1/4 inch in 25 feet in any direction. The digital survey document shall indicate spot

elevations and tenth of foot contours and shall be submitted to the Engineer for review and approval prior to moving to next part of work.

3.5 GRASSING

- A. Grass Installation: Per Sodded Athletic Fields Section. Playing Field Grow in Maintenance: Per Sodded Athletic Fields Section.

3.6 PLAYING FIELD GROW IN MAINTENANCE

- A. To be performed as previously described within this document.
- B. Contractor to perform grow in maintenance thru acceptance. This shall minimally be for a period of 30 days.
- C. Maintenance Log: Contractor to record a daily log of all maintenance activities performed on the field through Substantial Completion. These daily records shall be submitted to the Owner and Playing Field Designer/Engineer with submittals to meet Substantial Completion

3.7 FIELD LAYOUT

- A. General: Layout of the field regarding all chalk lines and markings shall be by the Owner following Substantial Completion.

3.8 CLEAN UP

- A. At the end of each day, remove all scraps and other debris created by the rootzone installation from the playing field area.
- B. Remove all surplus excavated material not required for filling and backfilling, trash, and debris and dispose of it properly off of the Owner's property at Contractor's expense.
- C. Leave the premises and work in clean, satisfactory condition.

3.9 PROTECTION

- A. Protection of materials and work shall be the responsibility of the Contractor during installation and thru acceptance/substantial completion. All material damaged prior to acceptance shall be replaced at no cost to the Owner.

END OF SECTION

SECTION 323113 - CHAIN LINK FENCE AND GATES

PART 1 - GENERAL

1.1 DESCRIPTION

- A. The Contractor shall provide all labor, materials, equipment, and services necessary for, and incidental to, the installation of chain link fence and gates, as shown on the Drawings and as specified herein.
- B. All chain link fence shall be thermally-bonded polyvinyl chloride (PVC), plastic resin finish over galvanized steel wire.
- C. All gates and gate hardware shall be powder coated.

1.2 QUALITY ASSURANCE

- A. Comply with standards of the Chain Link Fence Manufacturer's Institute.
- B. Provide steel fence and related gates as a complete system produced by a single manufacturer, including necessary erection accessories, fittings and fastenings.
- C. Comply with ASTM A-53 for requirements of Schedule 40 piping.
- D. Height of fence shall be measured from the top of concrete footing to the top of post.

1.3 SUBMITTALS

- A. Product Data: Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for chain-link fences and gates.
 - 1. Fence and gate posts, rails and fittings
 - 2. Chain link fabric, reinforcements, and attachments.
 - 3. Gates and hardware.
- B. Shop Drawings: Show locations of fences, gates, posts, rails, tension wires, details of extended posts, extension arms, gate swing, or other operation, hardware, and accessories. Indicate materials, dimensions, sizes, weights, and finishes of components. Include plans, gate elevations, sections details of post anchorages, attachment, bracing, and other required installation and operational clearances.
- C. Samples for Verification: for each type of chain-link fence and gate indicated.
 - 1. PVC coated steel wire (for fabric) in 6-inch (150-mm) lengths on shapes for posts, rails, wires and gate framing.
 - 2. Two-stage powder coat finish, in 6-inch (150-mm) lengths on shapes for gate framing.
- D. Product Certificates: For each type of chain-link fence and gate, signed by product manufacturer.
 - 1. Strength test results for framing according to ASTM F 1043.
- E. Qualification Data: For installer
- F. Field quality-control test reports.
- G. Maintenance Data: For the following to include in maintenance manuals:

1. Polymer Finishes
2. Powder Coat Finishes

1.4 Project Conditions

- A. Field Measurements: Verify layout information for chain-link fences and gates shown on Drawings in relation to property survey and existing structures. Verify dimensions by field measurements.

PART 2 - PRODUCTS

2.1 STEEL FRAME WORK

- A. Unless noted otherwise on drawings, minimum Nominal Framework Sizes shall be the following:

Fence Height	Line Posts	End, Corner & Pull Posts	Rails & Braces	Gate Frames	*Gate Posts	Concrete Foundation Dia.		Depth
						Diameters	Corner/End	
						Line Posts	Pull & Gate Posts	
3'	1-1/2"	2"	1-1/4"	1-1/2"	3"	12"	12"	4'
3'-6"	2"	3"	1-1/4"	1-1/2"	4"	12"	12"	4'
4'	2"	3"	1-1/4"	1-1/2"	4"	12"	12"	4'
4'-6"	2"	3"	1-1/4"	1-1/2"	4"	12"	12"	4'
5'	2"	3"	1-1/4"	1-1/2"	4"	12"	12"	4'
6'	2"	3"	1-1/4"	1-1/2"	4"	12"	18"	4'
8'	2"	3"	1-1/4"	1-1/2"	4"	12"	18"	4'
10'	3"	4"	1-1/4"	1-1/2"	4"	18"	18"	4'
12'	3"	4"	1-1/4"	1-1/2"	4"	18"	18"	5'
16'	3-1/2"	4"	1-1/4"	1-1/2"	4"	18"	18"	5'

Schedule 40 S/L Pipe Table		
Nominal Size (In.)	Actual Outside Diameter (In.)	Weight *(lb/ft)
1	1.315	1.67
1-1/4	1.660	2.27
1-1/2	1.900	2.71
2	2.375	3.65
2-1/2	2.875	5.79
3	3.500	7.58
3-1/2	4.000	9.11

50,000 psi Hot Dipped Aluminized Steel Tubing		
Nominal Size (In.)	Actual Outside Diameter (In.)	Weight *(lb/ft)
1	1.315	
1-1/4	1.660	1.83
1-1/2	1.900	2.28
2	2.375	3.12
2-1/2	2.875	4.64
3	3.500	5.71
3-1/2	4.000	6.56

2.2 CHAIN LINK FABRIC

- A. General: Height indicated on Drawings. Provide fabric in one-piece heights for fence heights up to 10 feet measured between top and bottom of outer edge of selvage knuckle or twist. Comply with ASTM A 392, CLFMI CLF 2445, and requirements indicated below:

1. Steel Wire Fabric: Polymer-coated wire

- a. 0.148 inch (9 gauge) diameter for fences and gates
 - B. Mesh Size:
 - 1. 2 inches for fences
 - C. Selvages: Knuckled top and bottom.
- 2.3 SWING GATE FRAMES
- A. Assemble gate frames with fully coped welds as shown on the Drawings or on Shop Drawings approved by the Engineer.
 - 1. All ferrous metal components shall be blast cleaned to and SSPC-6 commercial blast clean.
- 2.4 GATE HARDWARE
- A. Hinges: Non-lift-off type, offset to permit 180 degree swing, and of suitable size and weight to support gate. Provide 1-1/2 pair of hinges for each leaf over 6 feet high.
 - B. Latch: Provide plunger bar type complete with flush plate set in concrete for all double gates and single gates over 10 feet. Padlock eye shall be an integral part of latch construction.
 - 1. Provide plunger bar complete with flush plate set in concrete on each gate leaf
 - 2. Provide flush plate set in concrete for both the full open position and full closed position
 - C. Keeper for Vehicle Gates: Provide keeper which automatically engages the gate leaf and holds it in open position until manually released
- 2.5 MISCELLANEOUS MATERIALS AND ACCESSORIES
- A. Post Tops: Steel, wrought iron, or malleable iron
 - B. Stretcher Bars: One piece equal to full height of fabric, minimum cross-section 3/16 inch x 3/4 inch.
 - C. Metal Bands (for stretcher bars): Steel, wrought iron, or malleable iron, to secure stretcher bars to end, corner, pull and gate posts.
 - D. Wire Ties:
 - 1. For tying fabric to line posts, rails and braces: 9 gauge steel wire.
 - 2. For tying fabric to tension wire: 11 gauge steel hog rings.
 - E. Truss Rods: 3/8 inch diameter.
 - F. Tension Wire: 7 gauge coiled spring steel wire.
 - G. Angle Beams, I Beams and Steel Shapes: ASTM A-36.
 - H. Bolts and Nuts: ASTM A-307, Grade A.

2.6 FINISHES

A. Steel Framework:

1. PVC Coated Pipe

- a. Metallic coating: Weight of Zn-5-Al-MM Aluminum-Mischmetal Alloy Coating, ASTM F 1345, Type III, Class 2, 1.0 OZ./SQ. ft. (305 g/sq. m).
- b. Thermally-bonded polyvinyl chloride (PVC), plastic resin finish, ASTM F 668, Class 2, not less than 10 mils (.010") thick over metallic-coated steel wire.
- c. Color: < Green, Olive Green, Brown, Black>, complying with ASTM F 934.

B. Chain Link Fabric:

1. PVC Coated Chain Link Fabric:

- a. Metallic coating: Weight of Zn-5-Al-MM Aluminum-Mischmetal Alloy Coating, ASTM F 1345, Type III, Class 2, 1.0 OZ./SQ. ft. (305 g/sq. m).
- b. Thermally-bonded polyvinyl chloride (PVC), plastic resin finish, ASTM F 668, Class 2, not less than 10 mils (.010") thick over metallic-coated steel wire.
- c. Color: Black>, complying with ASTM F 934.
- d. Coat selvage ends of fabric that is metallic coated before the weaving process with manufacturer's standard clear protective coating.

C. Gates:

1. Colored Powder Coated Framework

- a. Powder for coating shall be a polyester-based thermal setting resin.
- b. Powder coat system shall meet or exceed the following test requirements:
 - 1) Direct Impact Resistance: ASTM D 2794-93, up to 160 in.-lbs.
 - 2) Flexibility: ASTM D 522-93, Method B, equal to or less than a ¼ inch mandrel
 - 3) Pencil Hardness: ASTM D 3363-93a, HB-2H
 - 4) Crosshatch Adhesion: ASTM D 3359-97, Method B, 5B
 - 5) Salt Spray Resistance: ASTM B 117, plus 1,000 hours
 - 6) Humidity Resistance: ASTM D 2247, plus 1,000 hours

2. Chain Link Fabric on gate same as finish same for fencing

- D. Fence and Gate Hardware, Miscellaneous Materials, Accessories:
 - 1. Fence Hardware, Materials and Accessories:
 - a. Per fence finish requirements
 - 2. Gate Hardware, Materials and Accessories:
 - a. Per gate finish requirements
 - 3. Angle Beams, I Beams, and Steel Shapes: Galvanized in accordance with ASTM A-123, 2.0 oz zinc per sq. ft.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas and conditions, with Installer present, for compliance with requirements for a verified survey of property lines and legal boundaries, site clearing, earthwork, pavement work and other conditions affecting performance.
 - 1. Begin installation in general site areas or those not directly adjacent to the playing field only after final grading including topsoiling and paving is completed in that area or as otherwise permitted by Engineer.
 - 2. For installation directly adjacent to the playing field, coordinate footing installation timing with final installation of playing field materials so as not to contaminate, destroy or displace these playing field materials.
 - 3. If unsatisfactory conditions are present, proceed with installation only after they have been corrected.

3.2 PREPARATION

- A. Coordinate fence and gate installation with completion of finished grading and installation of adjacent finish field materials.
- B. Stake locations of fence lines, gates and terminal posts. Do not exceed intervals of 500 feet or line of sight between stakes. Indicate locations of utilities, irrigation system, underground structures, benchmarks and property monuments.

3.3 INSTALLATION

- A. Space posts equidistant in the fence line with a maximum of 10 feet on center or as shown on drawings.
- B. Footings: Excavate holes as indicated for fence and gate posts. Excavate footings to depths and widths as noted in Specifications or on drawings. Install gravel drainage material in bottom of hole as shown on the drawings

- C. Setting Posts and Footings in Grass Areas: Set posts in center of hole. Embed post so that bottom of post is flush the bottom of concrete footing and in gravel drainage layer. Fill hole with concrete. Plumb and align posts. Vibrate or tamp concrete for consolidation. Finish concrete in a dome shape above ground to shed water. Do not attach fabric to posts until concrete has cured a minimum of 7 days.
- D. Locate corner posts at corners and at changes in direction. Use pull posts at all abrupt changes in grade and at intervals no greater than 500 feet. On runs over 500 feet, space pull posts evenly between corner or end posts. On long curves, space pull posts so that the strain of the fence will not bend the line posts.
- E. Install top rail continuously through post caps or extension arms, bending to radius for curved runs. Install expansion couplings as recommended by fencing manufacturers.
- F. Install intermediate rails in one piece between posts and flush with post on fabric side using special offset fittings where necessary.
- G. Diagonally brace corner posts, pull posts, and terminal posts to adjacent line posts with truss rods and turnbuckles.
- H. Attach fabric to playing field side of fence. Bottom of fabric to be set on finished grade of curb, track or playing field except when indicated otherwise. Thread stretcher bars through fabric using one bar for each gate and end post and two for each corner and pull post. Pull fabric tight so that the maximum deflection of fabric is 2 inches when a 30 pound pull is exerted perpendicular to the center of a panel. Maintain tension by securing stretcher bars to posts with metal bands spaced 15 inches oc. Fasten fabric to steel framework with wire ties spaced 12 inches oc for line posts and 24 inches oc for rails and braces. Bend back wire ends to prevent injury. Tighten stretcher bar bands, wire ties, and other fasteners securely.
- I. Position bolts for securing metal bands and hardware so nuts are located opposite the fabric side of fence. Tighten nuts and score excess threads.
 - 1. Secure post tops, extension arms, and caps with one-way cadmium plated steel screws.
- J. Tension Wire: Support bottom edge of fabric with coil spring tension wire. Weave tension wire through fabric or fasten with hog rings spaced 24 inches oc. Tie tension wire to posts with 9 gauge wire ties.
- K. Install gates plumb and level and adjust for full opening without interference. Install ground-set items in concrete for anchorage, as recommended by fence manufacturer. Adjust hardware for smooth operation and lubricate where necessary. Attach fabric as for fencing. Install ground-set items in concrete as shown on the drawings.
- L. Touch Up: Small nicks or other blemishes shall be touched up with paint materials suitable for and matching the finish of the damaged material. Severely damaged fencing /gates deemed as unacceptable at the sole discretion of the Owner or its representatives shall be replaced at the contractor's expense.

END OF SECTION

SECTION 328400 - UNDERGROUND IRRIGATION SYSTEM – SPORTS FIELDS

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

- A. The work covered by this Section consists of furnishing all labor, equipment and materials and performing all operations necessary for installing an automatic irrigation system as shown on the Drawing and/or described by these Specifications. The work includes: preparation and excavation of trenches, installation of irrigation system (including: plastic pipe, fittings and connectors, sprinkler heads, automatic control valves and valve boxes, drip accessories, electric control cable, wiring to controller and required submittals).

1.2 QUALITY ASSURANCE

- A. Subcontract work to a single firm specializing in irrigation systems for sports fields.
- B. Manufacturer Qualifications. Provide underground sprinkler system as a complete unit produced by a single acceptable manufacturer including heads, valves, piping circuits, controls and accessories.

1.3 SUBMITTALS

- A. Product Data: Submit three (3) copies (neatly stapled into sets) of manufacturer's catalog cuts, equipment data sheets, or shop drawings for the following products:
 - 1. Sprinkler heads
 - 2. Swing Joints
 - 3. Valves: electric and manual
 - 4. Controller and controller accessories
 - 5. Valve boxes
 - 6. Pipe and pipe fittings
 - 7. Control wire and splice connectors
 - 8. Solvent, primer and Teflon tape
- B. Submit a written proposal including a breakdown of components to be used in the system and a complete description of the scope of work. Include all information of plumbing and/or electrical permits and fees. Also include with the written proposal:

PART 2 - PRODUCTS

2.1 SPRINKLER SYSTEM

- A. Manufacturer. Irrigation system products shall be by the following manufacturers:

Rainbird Sprinkler Mfg. Corp. 1-800-247-3782 www.rainbird.com

2.2 GRAVEL

- A. Material for gravel sump shall be pea gravel or approved equal.

2.3 PLASTIC PIPE AND FITTINGS

- A. The plastic pipe shall be rigid unplasticized PVC class 200 or class 160 (SDR 26), unless otherwise noted on drawings, extruded from virgin parent material. The pipe shall be homogeneous throughout and free from visible cracks, holes, foreign materials, blisters, deleterious wrinkles and dents. All plastic pipe shall be manufactured by CertainTeed, Johns-Mansville or approved equal.
- B. All plastic pipe fittings shall be schedule 40 PVC and shall be manufactured by the same manufacturer as the plastic pipe.

2.4 TURF SPRINKLER HEADS

- A. All full and part circle sprinklers shall be of the fixed spray variety as is specified on the Drawing. These sprinklers shall be of the pop-up type with spring retraction. The body of the sprinkler shall be constructed of Cylolac Material and the sprinkler shall be easily serviced from the Manufacturer's specifications with regard to the diameter of throw and gallonage at a given pressure. Spacing of heads shall not exceed the manufacturer's maximum recommendation.
- B. Matched precipitation will be required on all full and part circle sprinklers operation on the same zone.

2.5 AUTOMATIC CONTROL VALVES

- A. The remote control valve shall be a normally closed 24 volt A.C. 50/60 cycle solenoid type. Valve pressure rating shall not be less than 150 PSI.
- B. The valve body and bonnet shall be constructed of heavy duty glass-filled nylon, diaphragm shall be on nylon reinforced nitrile rubber. Solenoid coil shall be encapsulated in molded epoxy.

- C. The valve body shall be activated by a low power, 2.0 watt 24 volt A.C. solenoid. The solenoid plunger shall have a filter to insure positive valve operation.
- D. The valve shall have a flow control stem with wheel handle for regulation or shutting off the flow of water and a bleed screw for manual operation without electrically energizing the solenoid coil.
- E. The valve construction shall be such as to provide for all internal parts to be removable from the top of the valve without disturbing the valve installation.

2.6 VALVE BOXES

- A. All control valves shall be installed in a valve box in accordance with manufacturer's specifications.

2.7 CONTROL VALVE CABLE

- A. All wiring to be used for connecting the automatic remote control valve to the automatic controllers shall be Type "UF", 14-1 stranded or solid copper, single conduction wire with PVC insulation and bear UL approval for direct underground burial feeder cable. Wire connections to remote control electric valves and splices of wire in the field shall use Pen-Tite wire connectors or approved equal and scaling cement.

2.8 AUTOMATIC RAIN SENSOR

- A. The rain sensor shall be a micro electronic solid-state type, capable of interrupting the power from the irrigation controller to the valves when rainfall exceeds a preselected setting of 1/8" to 3/4". Device shall be made of corrosion resistant plastic casing.

2.9 AUTOMATIC CONTROLLER

- A. The controller shall be capable of operating 24 V.A.C. electric remote control valves. The controller shall have an active day light with timing accurate to 1 minute per month. (See plan for more specific information).
- B. The wall mount type controller cabinet shall be of injection molded high impact plastic which shall resist corrosion and provide for an attractive appearance. The door shall be mated with the other cabinet parts and be made of the same material. The controller shall be wall mounted as shown on the irrigation plan. The controller shall have adequate lightning protection.

PART 3 - EXECUTION

3.1 LAYOUT OF LINES

- A. The water lines will be laid at the locations shown on the plans. The Sport Field Contractor shall stake out the location of each run of pipe and all sprinkler heads or valve locations for approval by Landscape Architect prior to digging trench.
- B. Turf irrigation system shall be installed so that it will drain at all points.
- C. Install PVC pipe in dry weather when temperature is above 40° F in strict accordance with manufacturer's instructions. Allow joints to cure at least 24 hours at temperature above 40° F (4°C) before testing unless otherwise recommended by manufacturer.

3.2 EXCAVATION AND BACKFILL

- A. Trenches for PVC pipe main lines shall be excavated to sufficient depth of 12" minimum and an unspecified width to permit proper handling and installation of pipe and fittings. Trenches for PVC pipe lateral sprinkler lines shall be excavated to sufficient depth of 12" minimum and an unspecified width to permit proper handling and installation of pipe and fittings.
- B. On sodded areas the Landscape Contractor will remove and replace the sod where possible from the trench area to the necessary width and depth required to facilitate his installation.
- C. The backfill shall be thoroughly compacted and brought to finish grade, with proper allowance for topsoil. Selected dirt or sand shall be used if soil conditions are rocky. In rocky areas the trenching depth shall be two inches (2'') below normal trench depth to allow for this bedding. The pea gravel fill shall be used in filling the top 4" above the pipe. The remainder of the backfill shall contain no lumps or rocks larger than three inches (3"). The top six inches (6") of backfill shall be free of rocks over one inch (1") diameter, subsoil or trash.

3.3 PLASTIC PIPE AND FITTINGS

- A. All pipe fittings and valves, etc. shall be installed and joined in accordance with the manufacturer's recommendations. Interior of pipes shall be kept free from dirt and debris and when pipe laying is not in progress, open ends of pipe shall be closed by approved means.
- B. Pipe shall be firmly supported throughout its entire length. Extreme care shall be exercised to prevent low points except at drains so that every section of pipe is placed with positive gravity drainage flow towards a drain valve.

- C. Sharp changes in alignment and grade shall be made with appropriate fittings. All elbows, tees and fittings shall be installed with a reaction block bearing against undisturbed soil to prevent breakage or separation of the joint.

3.4. THRUST BLOCKING

- A. Anchorage, and Joint Restraint Water Line Fittings - Thrust blocking and anchorage is required wherever the pipe: a) changes direction as at tees, bends, crosses, and tapping sleeves; b) changes sizes, as at reducers; or c) stops, as at dead ends and hydrants.
- B. Concrete shall be used for thrust blocks, and they shall be poured in place or pre-cast in accordance with BWD standard details. Poured in place thrust blocks shall be constructed by pouring concrete between the fitting and the undisturbed wall of the trench. A dry mixture shall be used so that the concrete may be easily shaped into the desired form, a wedge with the wide end against the solid wall. Care shall be exercised to ensure that the concrete is clear of joint accessories, bolts, nuts, and flanges.
- C. The Contractor shall furnish and install all materials and equipment, and perform all labor for the manufacture, transporting, placing, curing, and testing concrete for thrust blocks. Concrete shall be composed of Portland cement, water, fine and coarse aggregate, and an air-entraining mixture. Accelerating or anti-freeze admixtures will not be permitted. Cement shall be Type II confirming to ASTM C150 or ASTM C175.
- D. Aggregates shall conform to ASTM C33. For thrust blocks, all aggregates shall be able to pass through a screen with two (2) inch square openings
- E. Preferably, water used in mixing and curing concrete shall be potable. Non-potable water shall be fresh, clean and free from injurious amounts of sewage, oil, acid, alkali, salt, or organic matter.
- F. Air entraining admixtures shall conform to the Specifications for Air Entraining Admixtures for Concrete (ASTM C260).
- G. Unless otherwise shown on drawings, concrete used for thrust blocks shall have a 28-day compressive strength of 2,500 psi. When no preliminary strength tests of the concrete to be used are made, the water-cement ratio shall not exceed the following values.

Specified Compressive Strength at 28 days	Maximum permissible water-cement ratio, lb. of water per lb. of cement
2,000	0.70
2,500	0.55
3,000	0.46
3,500	0.40
4,000	0.35

- H. Water-to-cement ratios other than the above may be used when the strengths of the concrete are to be established by tests. The District shall determine if concrete testing is necessary and shall also determine the method of any concrete testing which is performed. The slump of concrete for thrust blocks shall be the minimum that is practicable such that the concrete may be easily shaped into the desired form, a wedge with the wide end against the solid undisturbed wall. Segregation of materials in the mixture shall not be permitted. Forming and placing of concrete for thrust blocks shall be done under the direction of the District.
- I. Curing and form removal for concrete thrust blocks, and requirements due to air temperature and weather conditions shall follow proper construction practices and shall be subject to approval by the District.

Minimum thrust block area against the undisturbed trench wall shall be as follows:

Pipe Size	Fitting or Pipe Change	Minimum thrust block area against undisturbed earth (square feet)
6"	90 degrees	5.5
6"	11 1/4 degrees	1.5
6"	Dead end	6.5
8"	90 degree bend	6.5
8"	45 degree bend	5.0
12"	90 degree bend	20.0
12"	11 1/4 degree bend	4.5
12"	Dead end	22.0
8"	90 degree bend	6.5
8"	45 degree bend	5.0
12"	90 degree bend	20.0
12"	11 1/4 degree bend	4.5
12"	Dead end	22.0
16"	22 1/2 degree bend	9.5

Pipe Size	Fitting or Pipe Change	Minimum thrust block area against undisturbed earth (square feet)
16"	90 degree bend	23.5
20"	Dead end	41.0
12x12"	Tapping sleeve	14.0
8x8"	Tapping sleeve	9.5
6x6"	Tapping sleeve	8.5
	Hydrants	5.5
16x16x16		8.5
16x16x8		9.5
16x16x12		14.0
20x20x6		8.5
20x20x16		26.5
12x12x6		8.5

In addition to the above requirements for thrust backing, water mains shall be protected from movement by thrust forces in the following manner:

1. All fittings, valves, hydrants, and caps shall have ductile iron standard glands, unless otherwise directed by the District.
 2. All push-on joints in hydrant lateral shall be secured by rods as shown on the contract drawings or as directed by the District.
 3. All valves shall be rodded to the tee.
- J. Bolts on all ductile standard glands shall be systematically tightened with a torque wrench according to the manufacturer's requirements. When all bolts

have been tightened in this manner, each bolt shall be retightened according to manufacturer's requirements in the event that some may have loosened during the initial tightening process.

- K. When a fitting is used to make a vertical bend, anchor the fitting to a thrust block braced against undisturbed soil. The thrust block should have enough resistance to withstand upward and outward thrusts at the fitting.

3.5 AUTOMATIC CONTROL VALVES

- A. Automatic control valves shall be installed in accordance with the manufacturer's specifications.

3.6 VALVE BOXES

- A. Valve boxes shall be installed on a suitable base of gravel for proper foundation box and easy leveling of box to proper grade and also to provide proper drainage of the box. All valve boxes shall be provided with the proper size extensions, wherever required, to bring the valve boxes level with the finished grade.

3.7 ELECTRICAL INSTALLATION

- A. The Contractor will be required to make connections to the building electrical system as is required for the proper operation of the automatic control system. The entire installation shall fully comply with all local and state laws and ordinances and with all the established codes applicable thereto.
- B. All control circuitry, whether electrical or hydraulic, passing through the wall of the building or beneath a sidewalk, road or drive shall be installed in a suitable sleeve; whereas in all other locations they shall be installed in the pipe trench and protected by the pipe whenever possible.
- C. The joining of all underground wires shall be by the use of wire nuts covered with Scotch Lok per installation instructions provided by manufacturer.

3.8 CONTROL VALVE CABLE

- A. All control valve cables shall be installed by direct burial at a minimum depth of 12". Where practical the wire shall be installed in same trench as mainline pipe.
- B. Extreme care shall be exercised during backfilling of trench to avoid damage and displacement of mainline pipe.
- C. Control valve cable shall be fed through conduit from inside the building.

- D. Each control valve shall be connected to one station of the controller by a control wire. All of the valves shall be connected to a common ground.

3.9 SPRINKLER HEADS

- A. Sprinkler heads shall be installed as shown on the drawings and in accordance with manufacturer's specifications. The height of each sprinkler head in relation to the finish grade shall be approved by the Landscape Architect.

3.10 FLUSHING

- A. After all new sprinkler piping and risers are in place and connected for a given section, and all necessary work has been completed and prior to installation of sprinkler heads, all control valves shall be opened and a full head of water shall be flushed through the system to remove any foreign material.

3.11 TESTING

- A. Tests shall be made on portions of the line as completed. Final testing, however, shall be made on the entire system. Trenches shall be partially backfilled to prevent displacement of pipes.
- B. Pressure test shall be performed to a maximum hydrostatic pressure of 200 PSI based on the elevation of the lowest point in the system and corrected to the elevation of the test gauge. Duration of the pressure test shall be at least one hour.
- C. Leakage test shall be performed after satisfactory completion of the pressure test. The leakage test shall be conducted at a hydrostatic pressure of 130 PSI without showing a leakage in excess 7.5 gallons per hour. Extend the leakage test for a period of time necessary to allow inspection, but in no case shall the duration be less than two hours.
- D. Remove and replace any defective materials of installations discovered in testing and repeat the test until satisfactory to the Landscape Architect. This work shall be performed at the Landscape Contractor's expense.
- E. The tests shall be witnessed by the Landscape Architect.

3.12 INSTRUCTIONS

- A. After completion and testing of the system, the Landscape Contractor will instruct the Owner's personnel and provide a maintenance and operations manual in the proper operation and maintenance of the system.

3.13 MAINTENANCE AND OPERATING INSTRUCTIONS

- A. Provide four (4) hours of instruction for Owner's Representative's personnel upon completion of check/test/start-up/adjust operations. Owner's Representative shall be notified at least one (1) week in advance of check/test/start-up/adjust operations.
- B. Upon completion of the irrigation system and in conjunction with application for final payment, submit one Maintenance and Operation Manual. Each Manual shall be a 3-ring binder with:
 - 1. One (1) blueline copy of the "RECORD" drawing of the irrigation system, and
 - 2. One (1) complete set of the "APPROVED" Submittals required in paragraph 1.06 above.
 - 3. One (1) copy of the suggested "SYSTEM OPERATING SCHEDULE" which shall call out the controller program required in order to provide 1.0" of water per week to each planted zone area and 1.5" of water per week to each turf zone area.
 - 4. A typewritten description of the procedures to be followed for proper winterization of the entire system.
- C. Contractor shall be responsible for the first year's winterization and subsequent spring start-up procedures and shall perform these operations in the presence of the Owner's Representative's personnel.

3.14 AS-BUILT DRAWINGS

- A. After completion of the piping installation, the Landscape Contractor shall furnish a signed "as-built" drawing showing exact dimensions, depths and locations of all pipe, drains, controls, heads, etc. of sprinkler system. Instruction sheets and parts lists covering all operating equipment will be bound into a folder and furnished to the Owner in duplicate.

3.15 CLEAN-UP

- A. Upon completion of the work and before acceptance and final payment will be made, the Landscape Contractor shall make any necessary repairs, adjustments and corrections to the work as required by the Drawings and Specifications. The Landscape Contractor shall remove from the site all machinery, equipment, surplus and discarded materials, rubbish, temporary structures and all other items not incorporated into the work. The site shall be left in a neat and presentable condition. Any damage to roads buildings, walks, vegetation, utilities or any other item of personal property which is the responsibility of the Landscape Contractor, through accident, negligence or normal usage, shall be satisfactorily repaired or replaced as a requirement for completion of this contract.

3.16 GUARANTEE

- A. For a period of one year from date of final acceptance of the work performed under this Contract, the Landscape Contractor shall promptly furnish, without cost to the Owner, any and

all parts and labor which prove defective in material, workmanship, or proper functioning of system.

3.17 REPLACEMENTS

- A. Landscape Irrigation System - During the last month of the guarantee period, the Landscape Architect and Landscape Contractor shall inspect the installation to determine the condition of the complete system. A list of defective materials or installations to be replaced shall be made by the Landscape Contractor within thirty days of receiving written notification. Replaced materials and installation shall be in accord with these Specifications, Drawings and/or schedules.

END OF SECTION

SECTION 329213 - GRASSING FOR STABILIZATION

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 not stabilized by field turf.
- B. Related work: Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in other divisions 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 the contract documents.
- 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 the contract documents.
- 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 312200.
- 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 329223.10 - SODDED ATHLETIC FIELDS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes preparation of ground surfaces, fertilizing, sodding, and maintenance of turf areas as shown on the Drawings or as specified herein.
- B. Sodding shall occur from April 15 through November 15 unless otherwise approved by the LANDSCAPE ARCHITECT

1.3 SUBMITTALS

- A. Quality Control Submittals:
 - 1. Certification:
 - a. Submit manufacturer's or vendor's certified analysis for soil amendments and fertilizer materials.
 - b. Submit vendor's certified analysis for each grass required, stating botanical and common name.
 - B. Live Material Samples:
 - 1. Sod: Submit a one square foot sample of the proposed sod with minimum of 3/4 - inch of soil below the thatch layer. Ship in an overnight express package to reduce spoilage
 - C. Preliminary Fertility/Chemical Schedule:
 - 1. Submit a preliminary fertility and chemical schedule including complete grow-in period up to the anticipated Substantial Completion date. This schedule as well as specific applications may be adjusted during the maintenance period as based on Fertility testing results, recommendations from the Fertility Testing Agent, climatic conditions, etc. Changes to the schedule shall be reviewed by the Owner's groundskeeper/representative and agents.
 - D. Subcontractor List: Submit list of key subcontractors for the project. Briefly describe the role of each as well as their experience with similar types of facilities such as being constructed in these Documents. This list should include but is not limited to:
 - 1. Sod Installer
 - 2. Sod Farm and Contact

1.4 QUALITY ASSURANCE

- A. All work shall be performed by one (1) Contractor, with proven experience in this field.
 - 1. Sod installer shall meet the following criteria:
 - a. A minimum of six (6) successful fields in the last three (3) years on projects comparable to this Scope of Work.

- B. Package standard products with the manufacturer's certified analysis. For other materials, provide analysis by recognized laboratory made in accordance with methods established by the Association of Official Agriculture Chemists, wherever applicable.
- C. Grade Certification: Certified surveys shall be completed and reviewed prior to installation of sod on the rootzone.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver packaged materials in containers showing weight, analysis and name of manufacturer. Protect materials from deterioration during delivery, and while stored at site.
- B. Sod: All sod shall be transported to the project site and placed within twenty-four (24) hours after cutting. Sod cutting and shipping shall be coordinated with the Playing Field Contractor and sod installers. The Playing Field Contractor will be responsible for accepting or rejecting the shipped product prior to placement onto the playing field.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Fertilizer:
 - 1. Commercial starter fertilizer (19-26-5) with fine particles, chemically homogeneous, having a minimum 75% of total nitrogen (19%) derived from urea and methylene ureas and a minimum of 26% monoammonium phosphate.
 - 2. The POLY-S fertilizer shall be a 19-3-19* analysis, uniform particle size, have a minimum of 97% of the total nitrogen (19%) derived from polymer encapsulated coated urea, a minimum of 3% monoammonium phosphate and 19% from potassium sulfate.
 - 3. The POLY-S product NPK Turf Fertilizer with Minors (19-3-19) shall be applied as specified.
- B. Grass Materials
 - 1. Sod: Provide machine-cut, strongly rooted, certified turf grass sod, free of weeds, non-organic contaminants and undesirable native grasses. Provide sod capable of vigorous growth and development when planted and complying with the following requirements:
 - a. Bermuda grass Sod: Certified Tifway 419 Hybrid Bermuda shall be used.
 - (1) DNA testing results are required.
 - b. Sod Roll Size: Uniform thickness of 3/4 inch, plus or minus 1/8 inch (.31cm), measured at time of cutting and excluding top growth and thatch. Provide turf that measures a minimum of 30 inches wide and 50 feet in length. Broken or torn rolls or rolls with uneven ends are not acceptable.
 - c. Sod Strength: Provide sod pads capable of supporting their own weight and retaining size and shape when supplier's standard size pad is suspended vertically from a firm grasp on upper 10 percent of the pad.
 - d. Sod shall be grown in a sand based soil medium similar to the rootzone mixture/blend being used for the project and acceptable to the Contractor's Testing

Agent in particle size and soil characteristics. Sample(s) shall be submitted to the Agent. Sod grown on a muck soil bed is not allowed.

C. Water: Clean, potable.

2.2 ACCESSORIES

A. Soil Amendments:

1. Soil amendments are not to be made without review and authorization by the Architect.
2. Lime: Natural limestone containing not less than 85% of total carbonates, ground so that not less than 90% passes a 10-mesh sieve and not less than 50% passes a 100-mesh sieve.
3. Herbicide: Apply a pre-emergent herbicide to the installed topsoil. Apply a post-emergent herbicide when weed infestation exceeds 5% of any planted grass area. Reapply post-emergent herbicide application until weeds are eradicated.

PART 3 - EXECUTION

3.1 PREPARATION OF ROOT ZONE MATERIAL

A. Pre-sod Fertilization: This may be altered if necessary at the time of planting based on real time actual conditions and/or recommendations of Fertility Testing Agent:

1. Initial mix: Immediately prior to laying sod and after compaction of the rootzone mix is complete, using a mechanical rake, incorporate into the upper one inch of the rootzone mix the following or equivalent:
 - a. 18-24-12 Professional Grade - 4.2 lbs per 1000 square feet or equivalent
 - b. Sustane 2-3-3 at 50 lb/1000 or Sustane 5-2-4 at 20 lb/1000 or Milorganite 6-2-0 at 16 lb/1000 square feet.
 - c. This application shall only be installed according to the amount of sod to be laid on that day.
2. Micro nutrient package – within one week after grass installation
 - a. High Mag A-Tep (Anderson's Turf Products) at 1.4 lb/1000 square feet.
3. Refer to Field Grow In for remainder of the fertility applications.

B. Water dry root zone to depth of 4 inches at least 48 hours prior to sodding to obtain a loose friable planting bed.

C. The final planting bed must be smooth and surface free from water holding depressions or pockets.

3.2 SODDING NEW TURF AREAS

A. Grass Installation: The entire area shall be approved by the Architect/Engineer and the Owner prior to laying sod. Areas to receive sod shall be firm and the irrigation and drainage system shall be operational. Lay sod within 24 hours from time of harvesting/stripping. Sod not placed within 24 hours may be rejected at the sole discretion of the Owner and its representatives.

1. Installation crew shall rake or drag rootzone surface to smooth condition immediately prior to sod placement eliminating ruts, footprints or other uneven surface conditions created by the crew or equipment laying the sod.
2. Lay sod to form a solid mass with tightly fitted joint, do not overlap. Wherever a break in the big roll occurs, overlap all ends or and trim to tightly fitted joint, removing the excess. Stagger strips to offset joints in adjacent courses. Sod lengths shall be installed so that they outline skinned or track areas. Work from boards when necessary to avoid damage to finish grade. Tamp or roll lightly to ensure contact with subgrade.
3. If plastic mesh was used to help harvest big roll sod, this material should be removed and discarded from site.
4. Patching: All patches necessary to fill in undesirable areas shall be a minimum size of 24 inches in length and width to match that of the roll. Patches shall be of the same source and type as the original installation and shall be installed at specified finish grade and watered in firm.
5. Filling Joints: After laying and rolling of sod, fill joints and seams with approved rootzone mixture. Broom or sweep excess material to avoid smothering grass. Sod areas requiring more than 1/4 inch of topdress to meet specified grade shall be lifted. Rootzone mix shall be added below the sod area and thoroughly compacted prior to the re-installation of the sod area. Thoroughly walk all seams to verify that all have been filled and that all low or irregular areas have been brought to specified grade tolerances.
6. Top Dress Sodded Field: One lift of 1/8 to 1/4 inch may be required using the same rootzone mix as specified previously. Additional topdressing as required insuring a smooth and safe playing surface may also be required at sole discretion of the Owner and or his representatives. Care shall be used to avoid smothering grass.
7. Rolling of Turf: Initial rolling of the turf after sod installation shall be performed using the lightest weight equipment as practical. Intent is to initiate good contact of sod roll to the rootzone mix surface.
8. Irrigation of Grass:
 - a. General: Begin irrigation as sod is completed in any one section and water thoroughly. Water sod areas, as required, through Substantial Completion and until Owner takes possession. Adjust irrigation heads as required for spray pattern and depth to finish grade

3.3 PROTECTION

- A. Erect barricades and warning signs as required to protect newly planted areas from pedestrian and vehicular traffic. Maintain barricades throughout maintenance period until turf is established.

3.4 PLAYING FIELD GROW IN MAINTENANCE

- A. General: Perform all operations necessary to maintain the Playing Field System Natural Grass Area through the date of Substantial Completion. Playing Field Contractor shall be on site to direct all Playing field subcontractors during this period.
- B. Minimum Requirements: The following list of items represents the minimum operations necessary to maintain the fields during the installation period. Prepare and present to the Owner and Engineer/ in writing a maintenance schedule prior to grow in procedures for consideration and review. Representative schedule items shall include, but not be limited to the following:

1. Watering: Provide water to keep turf areas uniformly moist as required for proper growth. Apply a minimum of 1.5 inches (3.81cm) of water per week to all turf grass or more if directed by Landscape Architect during hot, dry and/or windy periods.
2. Mowing: Grass shall be maintained to a neat uniform appearance using only reel-type, clean, sharp, non-contaminated equipment. Grass shall be maintained to a height of 3/4 inch to 1 inch or Owner's preference through Substantial Completion. Frequency will be dependent on the removal of no more than 1/3 of the grass blade height at any one time to achieve the desired grass height. Remove grass clippings only when an unsightly condition will occur. Mowing pattern to vary with each cut. Do not mow when grass is wet.
3. Rolling: Additional rolling after initial installation procedures shall be an onsite, real time decision and approved by the Owner and its representatives. No vibratory rolling allowed and weight of equipment will be discussed. Aeration may or may not be required just prior to or immediately afterwards. In no case shall rolling be used to remedy surface grades far out of tolerance with specifications but instead to enhance the smoothness of the surface close to but not quite conforming to the grade tolerances. Care shall be taken not to damage irrigation heads. One and one half to two ton rollers maximum. If required at discretion of Owner and its representatives, it shall be done at no additional cost to the project.
4. Aerification: This operation shall only be done after a joint discussion has been held between the Contractor, Testing Agent, Owner and its representative.
 - a. Reasons for this operation if required.
 - (1) Soil medium with the sod that is not similar to the rootzone mix. Testing Agent will make this recommendation based on lab results
 - (2) Additional rolling of the field surface.
 - b. Performed in the following manner if required
 - (1) Appropriate time of year and only after the sod is firmly knitted.
 - (2) Removal of cores is required.
 - (3) Only hollow tine equipment shall be utilized with a 3/8-inch diameter core and a 3-inch x 3-inch grid in one direction or as agreeable.
 - (4) Mark and locate all irrigation heads and in ground boxes.
 - c. If required at discretion of Owner and its representatives, it shall be done at no additional cost to the project.
5. Sod Replacement/Patching: Verified sod of the same type and source shall be used when necessary. All patches shall be a minimum of 24 inches in width and length. Care shall be taken to match finish grade with the replacement sod and joints shall be filled and brushed in at edges.
6. Top Dressing: In addition to the initial top dressing during the sod installation to fill in gaps between sod rolls, one lift of 1/4 inch may be required using the same rootzone mix as specified previously. Additional top dressing as required insuring a smooth and safe playing surface may also be required. Broom into sod after application. Care shall be used to avoid smothering sod.

7. Fertility: A complete fertility program shall be implemented. The Fertility Agent shall make recommendations based from initial rootzone mix testing. The Playing Field Contractor, Engineer/Architect and the Team or Owner's Grounds Maintenance Representatives shall then review and create a fertility program to be submitted by the Contractor. This program shall be approved prior to the placement of the sod and based on the environmental conditions of the time of planting, soil fertility testing results of the rootzone mix, and condition of the sod being prepared for harvest for delivery to the site.
 - a. The fertility program shall include an application to the rootzone mix prior to grassing and all applications through Substantial Completion of the Playing Field. The following applications are noted to establish a budget for the bidding process. The actual application may be altered based on the recommendations of the Playing field Fertility Testing Agent and actual real time site conditions.
 - (1) 10 Days after Grass Installation
 - a) 46-0-0 Professional Grade or urea
 - (2) 20 Days after Grass Installation
 - a) 18-18-18 or 46-0-0
 - (3) Tissue testing to occur just prior to item 3) above to determine next 30 days for program.
 - (4) 30 days after Grass Installation
 - a) Scott's "Step" or ProMag-36
 - (5) 40 days after Grass Installation
 - a) 18-18-18
 - (6) 50 days after Grass Installation
 - a) 46-0-0
8. Weed and Pest Control: All treatments will comply with local and state codes. Utilize only commercially licensed personnel and applicators to perform these operations. Treatments shall be made according to the needs of the field as determined by the Owner, Owner's Testing Agent, and Engineer/Architect.
9. Maintenance Log: Contractor to record a daily log of all maintenance activities performed on the field through Substantial Completion. These daily records shall be submitted to the Owner and Playing Field Designer/Engineer with submittals to meet Substantial Completion

3.5 ACCEPTANCE

- A. General: Field completion shall be separated into 2 phases, "Punch List" and "Substantial Completion."
- B. Punch List/Preliminary Completion: Scheduled date for Punch List shall be at least 15 calendar days before Substantial Completion. Notify the Playing Field Designer/Engineer and Owner in writing, 3 days prior to scheduled date for the Punch List. To be considered ready for this Punch List the following items shall be installed:
 1. Sod areas laid, joints and seams filled.
 2. One top-dressing application over entire grass area complete
- C. Substantial Completion: Contractor shall notify the Playing Field Designer/Engineer and Owner in writing, 5 days prior to a requested date for a site observation to meet "Substantial

Completion.” To be considered “Substantially Complete” or “Playable” the following items shall be provided:

1. All Punch List items are complete.
2. Maintenance Log compiled in a loose-leaf 3-ring binder detailing all work done on fields from installation through Substantial Completion. Log shall include product information sheets and manufacturer’s representatives contacted with phone numbers
3. Root depth of 3-1/2 inch averaged over the entire field as determined by 8 core samples equally representative of the field areas.
4. Absence of all joints and cracks in sod installation as to appear “seamless.
5. Grass Maintained at a height of 3/4 to 1 inch
6. Dense, even colored, consistent grass, free of weeds, open joints, and bare areas.
7. Smooth, level playing surface compacted and level to grading tolerances.

3.6 CLEANUP

- A. Promptly remove soil and debris created by turf work from paved areas. Clean wheels of vehicles before leaving site to avoid tracking soil onto surface of roads, walks, or other paved areas.

END OF SECTION

SECTION 334100 - STORM DRAINAGE UTILITY PIPING

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 other divisions 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. All materials in this Section are to be manufactured in the United States.
- C. Contractor to be certified by the manufacturer for installation of HDPE pipe, if used.

1.3 SUBMITTALS

- A. Comply with pertinent provisions of the contract documents.
- B. Product data: Within 30 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 the contract documents.

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. High density polyethylene pipe (HDPE):
 - 1. Manufacture from High Density Polyethylene (HDPE) virgin compounds conforming to cell classifications as listed in AASHTO M-252 and M-294, Type S, MP7-97 (Type D and DP).
 - 2. Form with annular corrugation, conforming to AASHTO M-294.
 - a. Furnish a Certificate of Compliance to the Engineer for each type of plastic pipe furnished.
 - b. Provide integrated bell and spigot joints with ASTM F-477 rubber gasket on spigot end.

2.3 DRAINAGE STRUCTURES

- A. Precast drop inlets, catch basins, curb inlets, etc. shall be as manufactured by Knight's Precast of Summerville, SC or equal units by others, and as approved by SCDOT.
- B. All other precast structures (i.e., headwalls, flared end sections, etc.) shall be approved by Engineer prior to installation.
- C. Inlet Castings.
 - 1. Provide gray iron castings, complying with ASTM A-48, Class 35B iron and AASHTO M-306.
 - 2. Provide a minimum recycled material content of 75 consisting of post-consumer material.
 - 3. Provide uniform quality, free from sand holes, gas holes, shrinkage, cracks and other surface defects.
 - 4. Grind smooth and clean by shot blasting.
 - 5. Cast or machine bearing surfaces between grates and frames with such precision to prevent rocking.
 - 6. Casting dimensional tolerances shall be +/- 1/16" per foot.
 - 7. All published casting weights may vary no more than +/- 5%.
 - 8. Conduct a first article proof load test and provide the results of that proof load upon request.
 - a. Conduct in accordance with the method and procedure that is outlined in AASHTO M-306.
 - b. Test on a suitable and calibrated load testing machine. Casting shall hold a 40,000 pound proof load for one minute without experiencing any cracks or detrimental permanent deformation.
 - c. Test results for each lot of castings be maintained Foundry to for a minimum of seven years. Make available upon request.
 - 9. Inspect in accordance with AASHTO M-306.
 - 10. Furnish a foundry certification stating that samples representing each lot have been tested, inspected, and are in accordance with this specification.
 - 11. Each casting shall be identifiable and show, at a minimum, the following: name of the producing foundry, country of manufacture, ASTM material designation, recycle symbol, individual part number, cast or heat date.
 - 12. Castings shall include all lettering as shown on the specification drawings.
 - 13. Patterns and weights shall be as indicated on the Contract Drawings.
 - 14. Coat frames and covers with two (2) shop coats of water based bitumastic paint, MC4 MPFC by Molecular Coating Specialist of Cedar Hill, Texas or approved equal.
 - 15. All castings are to be manufactured in the United States.

2.4 MANHOLES

- A. Use precast manholes:
 - 1. Provide reinforced precast concrete ring and eccentric cone sections complying with ASTM C-478 and the following.

2. Use Portland cement complying with ASTM C-150, Type II.
3. Cast ladder rungs into the units.
4. Provide tongue and groove or o-ring rubber gasketed joints.
5. Use vulcanized butyl rubber sealant with tongue and groove joints.
6. Provide flat slab tops where manhole depth is less than 4'0".

B. Steps:

1. Provide polypropylene plastic steps reinforced with 3/8" diameter steel rod, M.S.A. Industries, Inc. Model PS-K, or equal.
2. Provide steps having non-skid top surfaces, safety slope at each end, minimum width of 10" and not less than 5" projection from wall.

C. Frames and covers:

1. Provide gray iron castings, complying with ASTM A 48, Class 35B iron and AASHTO M-306.
2. Provide a minimum recycled material content of 75 consisting of post-consumer material.
3. Castings shall be of uniform quality, free from sand holes, gas holes, shrinkage, cracks and other surface defects ground smooth and clean by shot blasting.
4. Cast or machine bearing surfaces between rings and covers with such precision to prevent rocking.
5. Casting dimensional tolerances shall be +/- 1/16" per foot.
6. Conduct a first article proof load test and make the results of that proof load available upon request.
 - a. Conduct in accordance with the method and procedure outlined in AASHTO M-306.
 - b. Test casting on a suitable and calibrated load testing machine. Casting shall hold a 40,000 pound proof load for one minute without experiencing any cracks or detrimental permanent deformation.
 - c. Maintain test results for each lot of castings by the foundry for a minimum of seven years. Make available upon request.
7. Provide inspections in accordance with AASHTO M-306 and furnish results of these tests upon request.
8. Furnish a foundry certification stating that samples representing each lot have been tested, inspected, and are in accordance with this specification.
9. Each casting shall be identifiable and show, at a minimum, the following: name of the producing foundry, country of manufacturer, ASTM material designation, recycle symbol, individual part number, cast or heat date.
10. Provide frames and covers weighing not less than 285 lbs. with inside opening between 22" and 24".
11. Provide circular cover with two "pick" holes, one 1" diameter vent hole, and weighing not less than 130 lbs.
12. Covers to have the words "STORM SEWER" cast in the metal.
13. Coat frames and covers with two (2) shop coats of water based bitumastic paint, MC4 MPFC by Molecular Coating Specialist of Cedar Hill, Texas or approved equal.
14. All castings are to be manufactured in the United States.
15. Provide East Jordan Iron Works, Inc. Model V-1384 or approved equal.

2.5 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 312333 of these specifications, and the following requirements:
 - 1. Maximum trench widths, depths and bedding methods.
 - a. Install all sewers complying with tables for depths of cut and class of bedding included hereinafter.
 - b. 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.
 - c. Include cost of special bedding and tamping in unit prices bid for sewer.
 - 2. High density polyethylene pipe (HDPE) to be installed per ASTM D2321 and AASHTO Section 30 requirements.
 - 3. High density polyethylene pipe (HDPE) and polyvinyl chloride pipe (PVC):

MAXIMUM DEPTHS IN FEET					
CLASS OF BEDDING					
		D	C	B	A
Pipe Size	Min. Trench Width	Flat Bottom Trench	Type 1 or Type 2	TYPE 2* ONLY	Special Concrete Bedding
4"	2'0"	**	**	30	**
6"	2'2"	**	**	30	**
8"	2'4"	**	**	30	**
10"	2'6"	**	**	30	**
12"	3'0"	**	**	30	**
15"	3'3"	**	**	30	**
18"	3'6"	**	**	30	**
24"	4'0"	**	**	30	**
30"	5'6"	**	**	30	**
36"	6'6"	**	**	30	**
42"	7'0"	**	**	30	**
48"	7'8"	**	**	30	**
* Class B Bedding (Type 2) shall extend to the top of the pipe.					
** Do not use this Class of bedding for this pipe size and trench width.					

- B. Bedding and tamping requirements for the various classes of bedding shall comply with the following specifications:
 - 1. Class B (Type 2) Bedding - Undercut 4" below pipe barrel, full width of trench; bring pipe to grade with crushed stone complying with SCDOT Aggregate No. 5; except for HDPE and PVC, use SCDOT Aggregate No. 57.
 - a. For HDPE and PVC pipe, place stone (Aggregate No. 57) in 6" layers to the top of the pipe, compacting by slicing with shovel.
 - b. Complete trench backfill complying with Section 312333.
 - 2. Where piping is installed under roadways, use controlled density fill for trench backfill to a distance of two (2) feet beyond edge of pavement.

C. 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. High density polyethylene pipe (HDPE):
 - a. Provide proper equipment for hoisting and lowering pipe into the trench without damaging the pipe or disturbing the bedding and the sides of the trench.
 - b. Remove shipping collars prior to placing pipe in trench.
 - c. Lay pipe with the green stripe up.
 - d. Align the joint and push the spigot home.
 - e. Use a bar and wood block on larger diameters when necessary making sure the block protects the pipe end from the bar.
 - f. When pushing the joint home, make sure the bedding material is not pulled into the bell by the spigot.
 - g. Take up and re-lay any pipe which is not in alignment or which shows any undue settlement after laying, without additional compensation.
3. Polyvinyl Chloride (PVC) Pipe:
 - a. Provide pipe with integral bell and spigot joints.
 - b. Lay pipe upgrade from lowest point with bell of pipe in upstream direction.
 - a. Provide a wye in the pipe and a vertical cleanout at each change in pipe direction.
 - b. Provide all necessary fittings for proper installation of system.
 - c. Minimum depth of cover shall be 3' unless otherwise specified on plans.

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 BUILT-IN-PLACE STRUCTURES

- A. Construct bottom of all structures using 3000 psi concrete, to dimensions indicated on the Contract Drawings.
- B. Lay brick carefully embedded in mortar on bottom and ends.
- C. Plaster outside of structures with a smooth coat of cement mortar.
- D. Set frames and tops to grades indicated, mortar into place.

3.5 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.

B. Deflection tests:

1. Perform deflection tests on all PVC pipe in the presence of the Engineer.
2. No pipe to exceed a deflection of 5%.
3. Conduct deflection testing after the final backfill, and compaction thereof, has been in place at least thirty (30) days and prior to placing the sewer lines into operation.
4. Conduct the deflection tests using a rigid ball or mandrel having a diameter equal to 95% of the inside diameter of the pipe.
5. Do not use mechanical pulling devices for the deflection tests.

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