

**CONTRACT GENERAL CONDITIONS AND
TECHNICAL SPECIFICATIONS**



University of South Carolina Upstate

**REBID USC UPSTATE SMITH CIRCLE
PAVEMENT IMPROVEMENTS**

**Spartanburg, South Carolina
State Project No. H34-I378**

For

University of South Carolina

WKD Project No. 20170108.00.CA



**BID DOCUMENTS
February, 2018**

Prepared by:



1320 Main Street, Suite 400
Columbia, South Carolina 29201

FOR BIDDING PURPOSES ONLY -NOT FOR CONSTRUCTION

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PROJECT NUMBER: H34-I378

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SE-310**INVITATION FOR DESIGN-BID-BUILD CONSTRUCTION SERVICES**AGENCY/OWNER: University of South CarolinaPROJECT NAME: REBID USC Upstate Smith Circle Pavement ImprovementsPROJECT NUMBER: H34-I378PROJECT LOCATION: USC Upstate Campus, Spartanburg, SC 29303DESCRIPTION OF PROJECT/SERVICES: Provide labor and materials for asphalt and concrete paving improvements, including minor storm drain installation, etc. Small and Minority Business participation is strongly encouraged.BID/SUBMITTAL DUE DATE: 3/14/2018 CONSTRUCTION COST RANGE: \$60,000 to \$85,000 N/A PROJECT DELIVERY METHOD: Design-Bid-Build**BID SECURITY IS REQUIRED IN AN AMOUNT NOT LESS THAN 5% OF THE BASE BID.**PERFORMANCE BOND REQUIRED? Yes No PAYMENT BOND REQUIRED? Yes No BIDDING DOCUMENTS/PLANS MAY BE OBTAINED FROM: //http: purchasing.sc.edu "Facilities Construction"PLAN DEPOSIT AMOUNT: \$ N/A 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. Bidders that rely on copies obtained from any other source do so at their own risk. All written communications with official plan holders & bidders will be via email or website posting.

*All questions & correspondence concerning this Invitation shall be addressed to the A/E.*A/E NAME: WK Dickson & Company, Inc.A/E CONTACT: Bryan E. Thoms, P.E.A/E ADDRESS: Street/PO Box: 1320 Main Street, Suite 400City: ColumbiaState: SCZIP: 29201-EMAIL: bthomas@wk dickson.comTELEPHONE: 803.786.4261AGENCY PROJECT COORDINATOR: Aimee B. RishADDRESS: Street/PO Box: 1300 Pickens StreetCity: ColumbiaState: SCZIP: 29208-EMAIL: arish@fmc.sc.eduTELEPHONE: 803.777.2261PRE-BID CONFERENCE: Yes No MANDATORY ATTENDANCE: Yes No PRE-BID DATE: 2/28/2018 TIME: 10:00AM PLACE: Upstate Facilities; 155 American Way; Spartanburg SCBID DUE DATE: See Above TIME: 3:00PM PLACE: 1300 Pickens St; Conf Rm 100C Cola SC 29208**Metered Parking on street in front of building; Entrance at back of building.**BID DELIVERY ADDRESSES:****HAND-DELIVERY:**Attn: Aimee Rish "Bid Enclosed H34-I378"1300 Pickens StreetColumbia, SC 29208**MAIL SERVICE:**Attn: Aimee Rish "Bid Enclosed H34-I378"1300 Pickens StreetColumbia, SC 29208IS PROJECT WITHIN AGENCY CONSTRUCTION CERTIFICATION? (Agency *MUST* check one) Yes No

APPROVED BY: _____

(OSE Project Manager)

DATE: _____

**South Carolina Division of Procurement
Services, Office of the State Engineer Version of
 AIA[®] Document A701[™] – 1997**

Instructions to Bidders

This version of AIA Document A701[™]–1997 is modified by the South Carolina Division of Procurement Services, Office of the State Engineer (“SCOSE”). Publication of this version of AIA Document A701–1997 does not imply the American Institute of Architects’ endorsement of any modification by SCOSE. A comparative version of AIA Document A701–1997 showing additions and deletions by SCOSE is available for review on the SCOSE Web site.

Cite this document as “AIA Document A701[™]– 1997, Instructions to Bidders — SCOSE Version,” or “AIA Document A701[™]–1997 — SCOSE Version.”

South Carolina Division of Procurement Services, Office of the State Engineer Version of AIA Document A701™ – 1997

Instructions to Bidders

for the following PROJECT:

(Name and location or address)

REBID USC Upstate Smith Circle Pavement Improvements
USC Upstate Spartanburg, South Carolina

THE OWNER:

(Name, legal status and address)

University of South Carolina
1300 Pickens Street
Columbia, South Carolina 29208

The Owner is a Governmental Body of the State of South Carolina as defined by Title 11, Chapter 35 of the South Carolina Code of Laws, as amended.

THE ARCHITECT:

(Name, legal status and address)

WK Dickson & Company, Inc.
1320 Main Street, Suite 400
Columbia South Carolina 29201

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This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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ARTICLE 1 DEFINITIONS

§ 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, Supplementary Instructions to Bidders, the Bid Form, the Notice of Intent to Award, 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 and 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 AIA Document A101™–2007 Standard Form of Agreement Between Owner and Contractor, SCOSE edition. Any reference in this document to the General Conditions of the Contract for Construction, AIA Document A201, or some abbreviated reference thereof, shall mean AIA Document A201™–2007 General Conditions of the Contract for Construction, SCOSE edition.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, AIA Document A201, or in other Contract Documents are applicable to the Bidding Documents.

§ 1.3 Addenda are written or graphic instruments issued by the Architect prior to the execution of the Contract which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.

§ 1.4 A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

§ 1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Alternate Bids.

§ 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

§ 1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment or services or a portion of the Work as described in the Bidding Documents.

§ 1.8 A Bidder is a person or entity who submits a Bid.

§ 1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment or labor for a portion of the Work.

ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 The Bidder by submitting a Bid represents that:

§ 2.1.1 The Bidder has read and understands the Bidding Documents and Contract Documents, to the extent that such documentation relates to the Work for which the Bid is submitted, and for other portions of the Project, if any, being bid concurrently or presently under construction. 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.

§ 2.1.2 The Bid is made in compliance with the Bidding Documents.

§ 2.1.3 The Bidder has visited the site, become familiar with local conditions under which the Work is to be performed and has correlated the Bidder's personal observations with the requirements of the proposed Contract Documents 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.

§ 2.1.4 The Bid is based upon the materials, equipment and systems required by the Bidding Documents without exception.

§ 2.1.5 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.

§ 2.1.5.1 By submitting a 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:
 - .1 those prices;
 - .2 the intention to submit a bid; or
 - .3 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.

§ 2.1.5.2 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 Section 2.1.5.1 of this certification; or
- .2 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 Section 2.1.5.1 of this certification [As used in this subdivision, the term "principals" means the person(s) in the bidder's organization responsible for determining the prices offered in this bid];
- .3 As an authorized agent, does certify that the principals referenced in Section 2.1.5.2.2 of this certification have not participated, and will not participate, in any action contrary to Section 2.1.5.1 of this certification; and
- .4 As an agent, has not personally participated, and will not participate, in any action contrary to Section 2.1.5.1 of this certification.

§ 2.1.5.3 If the bidder deletes or modifies Section 2.1.5.1.2 of this certification, the bidder must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

§ 2.1.6 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.

§ 2.1.7 CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS

§ 2.1.7.1 By submitting a Bid, Bidder certifies, to the best of its knowledge and belief, that:

- .1 Bidder and/or any of its Principals-
 - .1 Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;
 - .2 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
 - .3 Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in Section 2.1.7.1.1.2 of this provision.
- .2 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.

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- .3 "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).

§ 2.1.7.2 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.

§ 2.1.7.3 If Bidder is unable to certify the representations stated in Section 2.1.7.1, 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 nonresponsive.

§ 2.1.7.4 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 Section 2.1.7.1 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.

§ 2.1.7.5 The certification in Section 2.1.7.1 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.

§ 2.1.8 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 the 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, the 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.

§ 2.1.9 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.

§ 2.1.9.1 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.

§ 2.1.9.2 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.*

§ 2.1.9.3 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.

§ 2.1.10 IRAN DIVESTMENT ACT CERTIFICATION

§ 2.1.10.1 The Iran Divestment Act List is a list published by the State Fiscal Accountability Authority pursuant to Section 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at the

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following URL: <http://procurement.sc.gov/PS/PS-iran-divestment.phtml>(.) 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.

§ 2.1.10.2 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.

§ 2.1.10.3 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.

§ 2.1.11 OPEN TRADE REPRESENTATION (JUN 2015)

By submitting an Offer, the Offeror represents that Offeror is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. [02-2A083-1]

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 COPIES

§ 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 (10) 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.

§ 3.1.2 Bidders shall use complete sets of Bidding Documents in preparing Bids; neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

§ 3.1.3 The Owner has made copies of the Bidding Documents available on the above terms for the purpose of obtaining Bids on the Work. No license or grant of use is conferred by issuance of copies of the Bidding Documents.

§ 3.1.4 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.

§ 3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

§ 3.2.1 The Bidder shall carefully study and compare the Bidding Documents with each other, and with other work being bid concurrently or presently under construction to the extent that it relates to the Work for which the Bid is submitted, shall examine the site and local conditions, and shall at once report to the Architect errors, inconsistencies or ambiguities discovered.

§ 3.2.2 Bidders requiring clarification or interpretation of the Bidding Documents shall make a written request which shall reach the Architect at least ten (10) days prior to the date for receipt of Bids.

§ 3.2.3 Interpretations, corrections and changes of the Bidding Documents will be made by written Addendum. Interpretations, corrections and changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon them. 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.

§ 3.3 SUBSTITUTIONS

§ 3.3.1 The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. 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.

§ 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 (10) days prior to the date for receipt of Bids established in the Invitation for

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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.

§ 3.3.3 If the Architect approves a proposed substitution prior to receipt of Bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.

§ 3.3.4 No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

§ 3.4 ADDENDA

§ 3.4.1 Addenda will be transmitted to all who are known by the issuing office to have received a complete set of Bidding Documents.

§ 3.4.2 Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

§ 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.

§ 3.4.4 Each Bidder shall ascertain prior to submitting a Bid that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

§ 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, the 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.

ARTICLE 4 BIDDING PROCEDURES

§ 4.1 PREPARATION OF BIDS

§ 4.1.1 Bids shall be submitted on the SE-330 Bid Form included with the Bidding Documents.

§ 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.

§ 4.1.3 Sums shall be expressed in figures.

§ 4.1.4 Interlineations, alterations and erasures must be initialed by the signer of the Bid. 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.

§ 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."

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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.

§ 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.

§ 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.

§ 4.2 BID SECURITY

§ 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.

§ 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.

§ 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.

§ 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.

§ 4.3 SUBMISSION OF BIDS

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

§ 4.3.2 Bids shall be deposited at the designated location prior to the time and date for receipt of Bids. Bids received after the time and date for receipt of Bids will be returned unopened.

§ 4.3.3 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

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§ 4.3.4 Oral, telephonic, telegraphic, facsimile or other electronically transmitted bids will not be considered.

§ 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.

§ 4.4 MODIFICATION OR WITHDRAWAL OF BID

§ 4.4.1 A Bid may not be modified, withdrawn or canceled by the Bidder during the stipulated time period following the time and date designated for the receipt of Bids, and each Bidder so agrees in submitting a Bid.

§ 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.

§ 4.4.3 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.

§ 4.4.4 Bid security, if required, shall be in an amount sufficient for the Bid as resubmitted.

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 OPENING OF BIDS

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

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

§ 5.1.3 The 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 the Owner determines to award the Project, the 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, the Owner will open and consider the Bid.

§ 5.2 REJECTION OF BIDS

§ 5.2.1 The Owner shall have the right to reject any or all Bids. A Bid not accompanied by a required bid security or by other data required by the Bidding Documents, or a Bid which is in any way incomplete or irregular is subject to rejection.

§ 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.

§ 5.3 ACCEPTANCE OF BID (AWARD)

§ 5.3.1 It is the intent of the Owner to award a Contract to the lowest qualified Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's own best interests.

§ 5.3.2 The Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the low Bidder on the basis of the sum of the Base Bid and Alternates accepted.

ARTICLE 6 POST-BID INFORMATION

§ 6.1 CONTRACTOR'S RESPONSIBILITY

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

§ 6.2 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 E (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].

§ 6.3 SUBMITTALS

§ 6.3.1 The Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, after notification of selection for the award of a Contract, furnish to the Owner through the Architect in writing:

- .1 a designation of the Work to be performed with the Bidder's own forces;
- .2 names of the manufacturers, products, and the suppliers of principal items or systems of materials and equipment proposed for the Work; and
- .3 names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

§ 7.1 BOND REQUIREMENTS

§ 7.1.1 If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Bonds may be secured through the Bidder's usual sources.

§ 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.

§ 7.2 TIME OF DELIVERY CONTRACT, CERTIFICATES OF INSURANCE AND FORM OF BONDS

§ 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 (7) days thereafter. The Bidder shall deliver the required bonds and certificate of insurance to the Owner not later than three (3) 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.

§ 7.2.2 The bonds shall be dated on or after the date of the Contract.

§ 7.2.3 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

ARTICLE 8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

Unless otherwise required in the Bidding Documents, the Agreement for the Work will be written on AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor, SCOSE edition.

ARTICLE 9 MISCELLANEOUS

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

§ 9.1.1 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.

§ 9.1.2 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

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

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

§ 9.2 CONTRACTOR LICENSING

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

§ 9.3 SUBMITTING CONFIDENTIAL INFORMATION

§ 9.3.1 For every document the Bidder submits in response to or with regard to this solicitation or request, the Bidder must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that the 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.

§ 9.3.2 For every document the Bidder submits in response to or with regard to this solicitation or request, the Bidder must separately mark with the words "TRADE SECRET" every page, or portion thereof, that the Bidder contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act.

§ 9.3.3 For every document the Bidder submits in response to or with regard to this solicitation or request, the Bidder must separately mark with the word "PROTECTED" every page, or portion thereof, that the Bidder contends is protected by Section 11-35-1810.

§ 9.3.4 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.

§ 9.3.5 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

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(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.

§ 9.3.6 In determining whether to release documents, the State will detrimentally rely on the Bidders' marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED".

§ 9.3.7 By submitting a response, the 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

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

Room or Area of Posting: Lobby

Building Where Posted: Facilities Building

Address of Building: 1300 Pickens Street; Columbia, SC 29208

WEB site address (if applicable): <http://purchasing.sc.edu>

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

§ 9.5 PROTEST OF SOLICITATION OR AWARD

§ 9.5.1 Any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen (15) 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 (10) 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.

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

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

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

§ 9.6 SOLICITATION INFORMATION FROM SOURCES OTHER THAN OFFICIAL SOURCE

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

§ 9.7 BUILDER'S RISK INSURANCE

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

§ 9.8 TAX CREDIT FOR SUBCONTRACTING WITH MINORITY FIRMS

§ 9.8.1 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.

§ 9.8.2 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.

§ 9.8.3 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



AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

TBD
TBD

SURETY:

(Name, legal status and principal place of business)

TBD
TBD

OWNER:

(Name, legal status and address)

TBD
TBD

BOND AMOUNT:**PROJECT:**

(Name, location or address, and Project number, if any)

TBD
TBD

Project Number, if any:

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this _____ day of _____

_____	_____	_____
<i>(Witness)</i>	<i>(Principal)</i>	<i>(Seal)</i>
_____	_____	_____
	<i>(Title)</i>	
_____	_____	_____
<i>(Witness)</i>	<i>(Surety)</i>	<i>(Seal)</i>
_____	_____	_____
	<i>(Title)</i>	

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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: REBID USC Upstate Smith Circle Pavement Improvements
PROJECT NUMBER: H34-I378

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 SC Code § 11-35-3030(1), 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): Provide labor and materials as required for asphalt and concrete paving improvements, including minor storm drain installation, etc per the plans and specifications.

\$ _____, which sum is hereafter called the Base Bid.

(Bidder to insert Base Bid Amount on line above)

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LUMP SUM BID FORM

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

ALTERNATE # 1 (Brief Description): N/A

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

(Bidder to mark appropriate box to clearly indicate the price adjustment offered for each Alternate)

ALTERNATE # 2 (Brief Description): N/A

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

(Bidder to mark appropriate box to clearly indicate the price adjustment offered for each Alternate)

ALTERNATE # 3 (Brief Description): N/A

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

(Bidder to mark appropriate box to clearly indicate the price adjustment offered for each Alternate)

§ 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**.

No.	ITEM	UNIT OF MEASURE	ADD	DEDUCT
1.	1 1/2" Asphalt Paving	SY	\$	\$
2.	2" Asphalt Paving	SY	\$	\$
3.	8" GABC	SY	\$	\$
4.	4" Perf Pipe Underdrain System	LF	\$	\$
5.	4" Concrete Sidewalk	SY	\$	\$
6.	6" Concrete Dumpster Pad	SY	\$	\$

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 <i>(Completed by Owner)</i>	LICENSE CLASSIFICATION AND/OR SUBCLASSIFICATION <i>(Completed by Owner)</i>	SUBCONTRACTOR'S and/or PRIME CONTRACTOR'S NAME <i>(Must be completed by Bidder)</i>	SUBCONTRACTOR'S and/or PRIME CONTRACTOR'S SC LICENSE NUMBER <i>(Requested, but not Required)</i>
BASE BID			
N/A			
ALTERNATE #1			
N/A			
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 classifications 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 classification.
 - a. **Columns A & B:** The Owner fills out these columns, which identify the contractor/subcontractor classification and related license for which the bidder must list either a subcontractor or himself as the entity that will perform this work. In Column A, subcontractor classifications are identified by name and in Column B, the related contractor license categories or subcategories are listed per with Title 40 of the South Carolina Code of laws. Abbreviations of licenses can be found at: <http://www.llr.state.sc.us/POL/Contractors/PDFFiles/CLBClassificationAbbreviations.pdf> . If the owner has not identified a classification, the bidder does not list a subcontractor.
 - b. **Columns C and D:** In these columns, the Bidder identifies the subcontractors it will use for the work of each classification and license listed by the Owner in Columns A & B. 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 § 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 45 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 SCOSE Version of the AIA A701, Instructions to Bidders, is expressly incorporated by reference.

BIDDER'S LEGAL NAME: _____

ADDRESS: _____

TELEPHONE: _____

EMAIL: _____

SIGNATURE: _____ **DATE:** _____

PRINT NAME: _____

TITLE: _____

South Carolina Division of Procurement Services, Office of the State Engineer Version of AIA® Document A101™ – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of as of the _____ day of _____
in the year _____
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

The Owner is a Governmental Body of the State of South Carolina as defined by
Title 11, Chapter 35 of the South Carolina Code of Laws, as amended.

and the Contractor:
(Name, legal status, address and other information)

for the following Project:
(Name, location and detailed description)

The Architect:
(Name, legal status, address and other information)

This version of AIA Document A101–2007 is modified by the South Carolina Division of Procurement Services, Office of the State Engineer. Publication of this version of AIA Document A101 does not imply the American Institute of Architects' endorsement of any modification by South Carolina Division of Procurement Services, Office of the State Engineer. A comparative version of AIA Document A101–2007 showing additions and deletions by the South Carolina Division of Procurement Services, Office of the State Engineer is available for review on South Carolina state Web site.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The Owner and Contractor agree as follows.

Init.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
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- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS
- 10 INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

§ 1.1 The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

§ 1.2 Any reference in this document to the Agreement between the Owner and Contractor, AIA Document A101, or some abbreviated reference thereof, shall mean AIA Document A101™-2007 Standard Form of Agreement Between Owner and Contractor, SCOSE edition. Any reference in this document to the General Conditions of the Contract for Construction, AIA Document A201, or some abbreviated reference thereof, shall mean AIA Document A201™-2007 General Conditions of the Contract for Construction, SCOSE edition.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 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 (7) 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.

§ 3.2 The Contract Time as provided in Section 9(a) of the Bid Form for this Project shall be measured from the Date of Commencement. The 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, subject to adjustments of this Contract Time as provided in the Contract Documents.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than

() days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Portion of Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be (\$ _____), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 4.3 Unit prices, if any:
(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ 4.4 Allowances included in the Contract Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
------	-------

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect and Owner by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 The Owner shall make payment of the certified amount to the Contractor not later than twenty-one (21) days after receipt of the Application for Payment.

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be 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.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 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), the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of three and one-half percent (3.5%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of three and one-half percent (3.5%);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201-2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as set forth in S.C. Code Ann. § 11-35-3030(4).
(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

§ 5.1.9 The Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than twenty-one (21) days after the issuance of the Architect's final Certificate for Payment.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Reserved

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Reserved

§ 8.3 The Owner's representatives:
(Name, address and other information)

§ 8.3.1 The 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:

Title:

Address:

Telephone:

FAX:

Email:

§ 8.3.2 The 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:

Title:

Address:

Telephone:

FAX:

Email:

§ 8.4 The Contractor's representatives:
(Name, address and other information)

§ 8.4.1 The 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 The 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:

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

§ 8.6.1 The Architect's representative:

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

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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Init.

§ 9.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section	Title	Date	Pages
---------	-------	------	-------

§ 9.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
--------	-------	------

§ 9.1.6 The Addenda, if any:

Number	Title	Date
--------	-------	------

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

- .1 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

Init.

.2 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor’s bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

SE-310, Invitation for Construction Services

Instructions to Bidders (AIA Document A701-1997)

Contractor’s Bid (Completed Bid Form)

SE-370, Notice of Intent to Award

Certificate of Procurement Authority issued by the State Fiscal Accountability Authority

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007.

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

CONTRACTOR *(Signature)*

(Printed name and title)

(Printed name and title)

**South Carolina Division of Procurement
Services, Office of the State Engineer Version of
 AIA[®] Document A201[™] – 2007**

General Conditions of the Contract for Construction

This version of AIA Document A201[™]–2007 is modified by the South Carolina Division of Procurement Services, Office of the State Engineer (“SCOSE”). Publication of this version of AIA Document A201–2007 does not imply the American Institute of Architects’ endorsement of any modification by SCOSE. A comparative version of AIA Document A201–2007 showing additions and deletions by SCOSE is available for review on the SCOSE Web site.

Cite this document as “AIA Document A201[™]–2007, General Conditions of the Contract for Construction—SCOSE Version,” or “AIA Document A201[™]–2007 — SCOSE Version.”

South Carolina Division of Procurement Services, Office of the State Engineer Version of AIA Document A201™ – 2007

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

REBID USC Upstate Smith Circle Pavement Improvements

USC Upstate Spartanburg, South Carolina

THE OWNER:

(Name, legal status and address)

University of South Carolina

1300 Pickens Street

Columbia, South Carolina 29208

The Owner is a Governmental Body of the State of South Carolina as defined by Title 11, Chapter 35 of the South Carolina Code of Laws, as amended.

THE ARCHITECT:

(Name, legal status and address)

WK Dickson & Company, Inc.

1320 Main Street, Suite 400

Columbia, South Carolina 29201

This version of AIA Document A201–2007 is modified by the South Carolina Division of Procurement, Office of the State Engineer. Publication of this version of AIA Document A201 does not imply the American Institute of Architects' endorsement of any modification by South Carolina Division of Procurement, Office of the State Engineer. A comparative version of AIA Document A201–2007 showing additions and deletions by the South Carolina Division of Procurement, Office of the State Engineer is available for review on the State of South Carolina Web site.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

Any reference in this document to the Agreement between the Owner and Contractor, AIA Document A101, or some abbreviated reference thereof, shall mean AIA Document A101™–2007 Standard Form of Agreement Between Owner and Contractor, SCOSE edition. Any reference in this document to the General Conditions of the Contract for Construction, AIA Document A201, or some abbreviated reference thereof, shall mean AIA Document A201™–2007 General Conditions of the Contract for Construction, SCOSE edition.

§ 1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor.

§ 1.1.3 THE WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

§ 1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

§ 1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 INSTRUMENTS OF SERVICE

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 NOTICE TO PROCEED

The 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.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. 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.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 INTERPRETATION

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 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.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2 OWNER

§ 2.1 GENERAL

§ 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 § 8.3 of the Agreement.]

§ 2.1.2 The Owner shall furnish to the Contractor within fifteen (15) 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.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 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.

§ 2.2.4 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services; 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.

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one electronic copy (.pdf format) of the Contract Documents. The Contractor may make reproductions of the Contract Documents pursuant to Section 1.5.2.

§ 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.

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

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.

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

§ 3.1.1 The Contractor 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 Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents. 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.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from latent errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed by the Owner in writing to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 WARRANTY

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. 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. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect. The Contractor shall comply with the requirements of Title 12, Chapter 8 of the South Carolina Code of Laws, as amended, regarding withholding tax for nonresidents, employees, contractors and subcontractors.

§ 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or

negotiations concluded. 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.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. 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.

§ 3.8 ALLOWANCES

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. 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.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 SUPERINTENDENT

§ 3.9.1 The Contractor shall employ a competent superintendent, acceptable to the Owner, and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 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 whether the Owner has reasonable objection to the proposed superintendent. Failure of the Owner to reply within the 14 day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall notify the Owner, in writing, of any proposed change in the superintendent, including the reason therefore, prior to making such change. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 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.

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

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

§ 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 for review and approval. A copy of the shop drawings will also be sent to OSE for information. 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 for approval.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, who shall comply with reasonable requirements of the Owner regarding qualifications and insurance and whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.13 USE OF SITE

§ 3.13.1 The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 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.

§ 3.14 CUTTING AND PATCHING

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

§ 3.15 CLEANING UP

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 ACCESS TO WORK

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

§ 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting therefrom, but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

§ 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.

§ 4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents. 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.

§ 4.2.2 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. However, the Architect will not be required to make exhaustive or

continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 4.2.3 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. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

§ 4.2.5 Based on the Architect's evaluations of the Work completed and correlated with the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 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. The Architect's response to such requests will be made in writing with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, and will not show partiality to either. Except in the case of interpretations resulting in omissions, defects, or errors in the Instruments of Service or perpetuating omissions, defects, or errors in the Instruments of Service, the Architect will not be liable for results of interpretations or decisions rendered in good faith. If either party disputes the Architect's 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.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 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.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 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 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.

§ 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.

§ 5.2.3 If the Owner has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner has no reasonable objection. If the proposed but rejected Subcontractor was

reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner makes reasonable objection to such substitution. The Contractor's request for substitution must be made to the Owner in writing accompanied by supporting information.

§ 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.

§ 5.2.6 The Iran Divestment Act List is a list published by the State Fiscal Accountability Authority 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.

§ 5.3 SUBCONTRACTUAL RELATIONS

§ 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 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 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.

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

§ 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.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

§ 6.1.4 Reserved.

§ 6.2 MUTUAL RESPONSIBILITY

§ 6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable

for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect alone. 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.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

§ 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument prepared by the Architect (using Form SE-380 "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.

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

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

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

execution of a Change Order.

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

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 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.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 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;

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- .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;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work.

§ 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.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. 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.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 MINOR CHANGES IN THE WORK

The Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

§ 7.5 AGREED OVERHEAD AND PROFIT RATES

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

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

§ 7.6 PRICING DATA AND AUDIT

§ 7.6.1 Cost or Pricing Data

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

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

more than historical accounting data; they are all the facts that can be reasonably expected to contribute to the soundness of estimates of future costs and to the validity of determinations of costs already incurred.

§ 7.6.3 Records Retention

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

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 PROGRESS AND COMPLETION

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 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.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 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.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents. All changes to the Contract Sum shall be adjusted in accordance with Section 7.3.3.

§ 9.2 SCHEDULE OF VALUES

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

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

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

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 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.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing provided such materials or equipment will be subsequently incorporated in the Work. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site. 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.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

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§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated in both the Application for Payment and, if required to be submitted by the Contractor, the accompanying current construction schedule and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, or (3) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 The Architect shall withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. 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. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

§ 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 Pursuant to Chapter 6 of Title 29 of the South Carolina Code of Laws, as amended, the Contractor shall pay each Subcontractor no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

§ 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 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 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.

§ 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use and when all required occupancy permits, if any, have been issued and copies have been delivered to the Owner.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive written list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 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 re-inspections or, at the Owner's option, the costs may be deducted from payments due to the Contractor.

§ 9.8.3.1 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.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 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 re-inspections 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.

§ 9.10.2 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.

§ 9.10.3 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. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of special warranties required by the Contract Documents.

§ 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.

§ 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.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;

- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 HAZARDOUS MATERIALS

§ 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.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or

who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up. 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.

§ 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.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 In addition to its obligations under Section 3.18, the Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 Reserved.

§ 10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7. 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.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;

- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

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

- .1 COMMERCIAL GENERAL LIABILITY:
 - (a) General Aggregate (per project)\$1,000,000
 - (b) Products/Completed Operations\$1,000,000
 - (c) Personal and Advertising Injury\$1,000,000
 - (d) Each Occurrence\$1,000,000
 - (e) Damage to Rented Premises (ea occurrence)\$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.

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

- .1 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;
- .2 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
- .3 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, the 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.

§ 11.1.4 A failure by the Owner to either (i) demand a certificate of insurance or written endorsement required by Section 11.1, or (ii) 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.

§ 11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 11.3 PROPERTY INSURANCE

§ 11.3.1 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. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

§ 11.3.1.2 Reserved.

§ 11.3.1.3 Reserved.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 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 be named insureds.

§ 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.

§ 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.

§ 11.3.5 Reserved.

§ 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.

§ 11.3.7 WAIVERS OF SUBROGATION

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. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 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. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 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.

§ 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.

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 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.

§ 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.

§ 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.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

§ 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.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2 unless otherwise provided in the Contract Documents.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents. 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.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 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.

§ 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.

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

§ 13.4 RIGHTS AND REMEDIES

§ 13.4.1 Unless expressly provided otherwise, duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 13.4.2 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

§ 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

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

§ 13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 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.

§ 13.7 Reserved

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§ 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.

§ 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)

§ 13.17 OPEN TRADE (JUN 2015)

During the contract term, including any renewals or extensions, Contractor will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. [07-7A053-1]

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

§ 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

§ 14.1.2 The Contractor may terminate the Contract if, 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, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages. Any adjustment to the Contract Sum pursuant to this Section shall be made in accordance with the requirements of Article 7.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has persistently failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 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.

§ 14.2.2 When any of the above reasons exist, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Architect, upon application, and this obligation for payment shall survive termination of the Contract.

§ 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.

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Any adjustment to the Contract Sum made pursuant to this section shall be made in accordance with the requirements of Article 7.3.3. No adjustment shall be made to the extent

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 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.

§ 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.**

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and 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.

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

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

- .1 the termination was due to withdrawal of funding by the General Assembly, Governor, or State Fiscal Accountability Authority 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.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. 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. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 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.

§ 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.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary. 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.

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

- .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.

§ 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).

§ 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).

§ 15.2 Reserved.

§ 15.3 Reserved.

Init.

§ 15.4 Reserved.

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

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

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

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

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

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

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

§ 15.6 DISPUTE RESOLUTION

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

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

that any act by the State regarding the Contract is not a waiver of either the State's sovereign immunity or the State's immunity under the Eleventh Amendment of the United State's Constitution.

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

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

§ 15.6.5 SERVICE OF PROCESS

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

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: Inspection services to be provided by the 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, or enter NONE)*

None.

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

Refer to the project plans and specifications for requirements.

§ 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, or enter NONE)*

Refer to the project plans and specifications for requirements.

§ 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, or enter NONE)*

Refer to the project plans and specifications for requirements.

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

Refer to the project plans and specifications for requirements.

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

Refer to the project plans and specifications for requirements.

USC SUPPLEMENTAL GENERAL CONDITIONS FOR CONSTRUCTION PROJECTS

WORK AREAS

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

PROJECT FENCING

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

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

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

BEHAVIOR

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

HAZARDOUS MATERIALS & SAFETY COMPLIANCE

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

LANDSCAPE & TREE PROTECTION

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

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

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

TEMPORARY FACILITIES

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

CAMPUS KEYS

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

WELDING

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

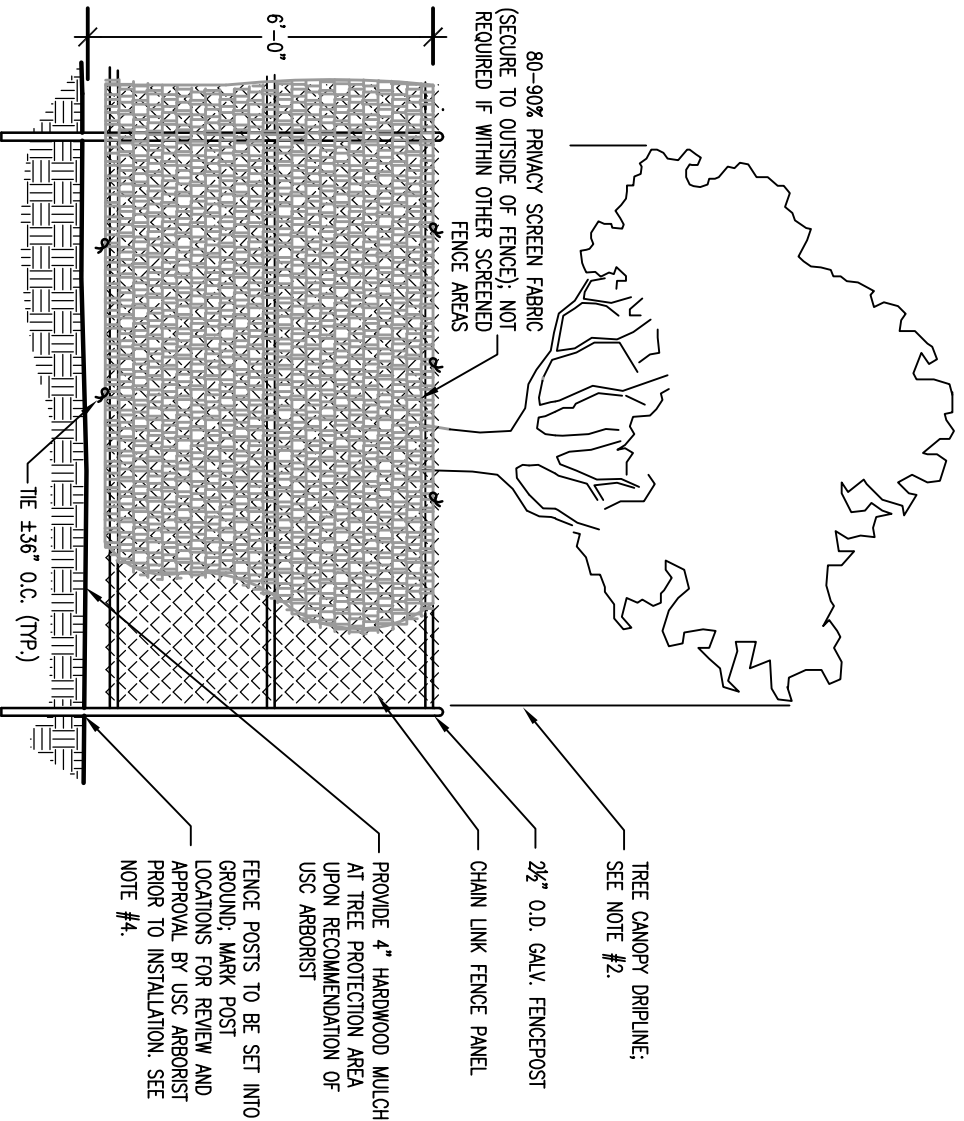
PROJECT EVALUATION & CLOSE-OUT

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

this is completed.

CAMPUS VEHICLE EXPECTATIONS

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



TREE PROTECTION FENCING (IN-GROUND) WITH SCREENING

NOTES:

1. PROVIDE PROTECTION FENCING FOR ALL TREES WITHIN AREA OF DISTURBANCE AND CONSTRUCTION ACCESS.
2. PROTECTION FENCING SHALL BE IN PLACE PRIOR TO BEGINNING CONSTRUCTION.
3. PROTECTION FENCING TO BE PLACED AT THE OUTSIDE OF THE CANOPY DRIPLINE, OR AT A DISTANCE OF ONE FOOT PER ONE INCH OF TREE DIAMETER, MEASURED AT BREAST HEIGHT, WHICHEVER IS LARGER, UNLESS OTHERWISE INDICATED ON LANDSCAPE PLAN OR APPROVED BY UNIVERSITY ARBORIST.
4. IN-GROUND POSTS ARE STANDARD. IF EXISTING ROOTS, UTILITIES OR PAVEMENT PRECLUDE USE OF IN-GROUND POSTS, FOOTED STANDS ARE ACCEPTABLE. SAND BAGS SHALL BE PLACED ON THE INSIDE OF FENCE.
5. DAMAGE TO ANY TREES DURING CONSTRUCTION SHALL BE ASSESSED BY UNIVERSITY ARBORIST AND THE UNIVERSITY ARBORIST SHALL STIPULATE WHAT ACTION WILL BE TAKEN FOR REMEDIATION OF DAMAGE. THE COST OF ANY AND ALL REMEDIATION WILL BE ASSUMED BY CONTRACTOR AT NO ADDITIONAL COST TO THE PROJECT.
6. DISTURBANCE OF ROOT ZONE UNDER DRIPLINE OF TREE, INCLUDING COMPACTION OF SOIL, CUTTING OR FILLING OR STORAGE OF MATERIALS SHALL QUALIFY AS DAMAGE AND SUBJECT TO REMEDIATION.

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: 1300 Pickens 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: REBID USC Upstate Smith Circle Pavement Improvements
State Project Number: H34-I378
Brief Description of Awarded Work: Provide labor/materials for asphalt and concrete paving improvements including minor storm drain installation

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

Name: WK Dickson
Address: 1320 Main Stree Suite 400
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)

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 be 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: 1300 Pickens 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: REBID USC Upstate Smith Circle Pavement Improvements
State Project Number: H34-I378
Brief Description of Awarded Work: Provide labor/materials for asphalt and concrete paving improvements including minor storm drain installation

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

Name: WK Dickson
Address: 1320 Main Street Suite 400
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 & Material Payment Bond to be duly executed on its behalf by its authorized officer, agent or representative.

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

CONTRACTOR

SURETY

By: _____
(Seal)

By: _____
(Seal)

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____
(Attach Power of Attorney)

Witness: _____

Witness: _____

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

SE-357**LABOR & MATERIAL PAYMENT BOND****NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT:**

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Agency to pay for all labor, materials and equipment required for use in the performance of the Contract, which is incorporated herein by reference.
 2. With respect to the Agency, this obligation shall be null and void if the Contractor:
 - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants; and
 - 2.2 Defends, indemnifies and holds harmless the Agency from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Contract.
 3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
 4. With respect to Claimants, and subject to the provisions of Title 29, Chapter 5 and the provisions of §11-35-3030(2)(c) of the SC Code of Laws, as amended, the Surety's obligation under this Bond shall arise as follows:
 - 4.1 Every person who has furnished labor, material or rental equipment to the Contractor or its subcontractors for the work specified in the Contract, and who has not been paid in full therefore before the expiration of a period of ninety (90) days after the date on which the last of the labor was done or performed by him or material or rental equipment was furnished or supplied by him for which such claim is made, shall have the right to sue on the payment bond for the amount, or the balance thereof, unpaid at the time of institution of such suit and to prosecute such action for the sum or sums justly due him.
 - 4.2 A remote claimant shall have a right of action on the payment bond upon giving written notice by certified or registered mail to the Contractor within ninety (90) days from the date on which such person did or performed the last of the labor or furnished or supplied the last of the material or rental equipment upon which such claim is made.
 - 4.3 Every suit instituted upon a payment bond shall be brought in a court of competent jurisdiction for the county or circuit in which the construction contract was to be performed, but no such suit shall be commenced after the expiration of one year after the day on which the last of the labor was performed or material or rental equipment was supplied by the person bringing suit.
 5. When the Claimant has satisfied the conditions of paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
 - 5.1 Send an answer to the Claimant, with a copy to the Agency, within sixty (60) days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 5.2 Pay or arrange for payment of any undisputed amounts.
 - 5.3 The Surety's failure to discharge its obligations under this paragraph 5 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a claim. However, if the Surety fails to discharge its obligations under this paragraph 5, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs to recover any sums found to be due and owing to the Claimant.
 6. Amounts owed by the Agency to the Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the Contractor furnishing and the Agency accepting this Bond, they agree that all funds earned by the contractor in the performance of the Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Agency's prior right to use the funds for the completion of the Work.
 7. The Surety shall not be liable to the Agency, Claimants or others for obligations of the Contractor that are unrelated to the Contract. The Agency shall not be liable for payment of any costs or expenses of any claimant under this bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
 8. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.
 9. Notice to the Surety, the Agency or the Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, the Agency or the contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
 10. By the Contractor furnishing and the Agency accepting this Bond, they agree that this Bond has been furnished to comply with the statutory requirements of the South Carolina Code of Laws, as amended, and further, that any provision in this Bond conflicting with said statutory requirements shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.
 11. Upon request of any person or entity appearing to be a potential beneficiary of this bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
 12. Any dispute, suit, action or proceeding arising out of or relating to this Bond shall be governed by the laws of the State of South Carolina.
- 13. DEFINITIONS**
- 13.1 Claimant: An individual or entity having a direct contract with the Contractor or with a Subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of the Contractor and the Contractor's Subcontractors, and all other items for which a mechanic's lien might otherwise be asserted.
 - 13.2 Remote Claimant: A person having a direct contractual relationship with a subcontractor of the Contractor or subcontractor, but no contractual relationship expressed or implied with the Contractor.
 - 13.3 Contract: The agreement between the Agency and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

SE-380

CHANGE ORDER NO.: _____

CHANGE ORDER TO DESIGN-BID-BUILD CONSTRUCTION CONTRACT

AGENCY: University of South Carolina

PROJECT NAME: REBID USC Upstate Smith Circle Pavement Improvements

PROJECT NUMBER: H34-I378

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 of Representative: _____

A/E RECOMMENDATION FOR ACCEPTANCE:

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

Print Name or Representative: _____

AGENCY ACCEPTANCE AND CERTIFICATION:

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

Print Name of Representative: _____

Change is within Agency Construction Contract Change Order Certification of: \$ _____ Yes No

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

SUBMIT THE FOLLOWING TO OSE

1. SE-380, fully completed and signed by the Contractor, A/E and Agency;
2. Detailed back-up information, with OH&P shown, from the Contractor/Subcontractor(s) that justifies the costs and schedule changes shown.
3. If any item exceeds Agency certification, OSE will authorize the SE-380 and return to Agency.

Project Name: REBID USC UPSTATE SMITH CIRCLE PAVEMENT IMPROVEMENTS
Project Number: H34-I378

University of South Carolina

CONTRACTOR'S ONE YEAR GUARANTEE

STATE OF _____

COUNTY OF _____

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

Defects or failures resulting from abuse by Owner.

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

[Name of Contracting Firm]

*By _____

Title _____

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

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

_____ State

My commission expires _____

**SECTION 02 41 18
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.

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 03 30 00
CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work included: Provide cast-in-place concrete, including formwork and reinforcement, where shown on the Drawings, as specified herein, and as needed for a complete and proper installation.
- B. Related work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.

1.2 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.
- B. Reference standards: Comply with the following codes, specifications and standards, except as otherwise shown or specified:
 - 1. American Concrete Institute (ACI) Publications:
 - ACI 301 Specification for Structural Concrete for Buildings
 - ACI 305 Recommended Practice for Hot Weather Concreting
 - ACI 306 Recommended Practice for Cold Weather Concreting
 - ACI 315 Manual of Standard Practice for Detailing Reinf Concrete Structures
 - ACI 318 Building Code Requirements for Reinforced Concrete
 - ACI 347 Recommended Practice for Concrete Framework
 - 2. American Society for Testing and Materials (ASTM) Publications:
 - A185 Welded Steel Wire Fabric for Concrete Reinforcement
 - A615 Deformed and Plain Billet Steel Bars for Concrete Reinf
 - C31 Making and Curing Concrete Test Specimens in the Field
 - C33 Concrete Aggregates
 - C39-72 Compressive Strength of Cylindrical Concrete Specimens
 - C94 Ready-Mixed Concrete
 - C150 Portland Cement
 - C260 Air-Entraining Admixtures for Concrete
 - 3. Concrete Reinforcing Steel Institute (CRSI):
 - "Manual of Standard Practice"
 - 4. American Welding Society (AWS) Publication:
 - D12.1-61 Welding Reinforcement Steel, Metal Inserts and Connections in Reinforced Concrete
- C. Testing agency: A testing laboratory will be retained by the Owner to perform material evaluation tests required by these specifications.

- D. Qualifications of contractors performing concrete work: Minimum of two (2) years experience on comparable concrete projects.
- E. Plant qualification: Plant equipment and facilities shall meet all requirements of the Check List for Certification of Ready Mixed Concrete Production Facilities of the National Ready Mixed Concrete Association and ASTM C94.

1.3 SUBMITTALS

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

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

1.4 PRODUCT HANDLING

- A. Comply with pertinent provisions of Section 01640.
- B. Store reinforcement in a manner that will avoid excessive rusting or coating by grease, oil, dirt and other objectionable materials.
- C. Keep reinforcement in separate piles or racks so as to avoid loss of identification after bundles are broken.

PART 2 - PRODUCTS

2.1 FORMS

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

2.2 REINFORCEMENT

- A. Comply with the following as minimums:
 - 1. Bars: ASTM A615, Grade 60, unless otherwise shown on the Drawings, using deformed bars for Number 3 and larger.
 - 2. Welded wire fabric: ASTM A185.
 - a. Use sheet (mat) welded wire fabric only.
 - b. Welded wire fabric supplied in rolls will not be accepted.

3. Bending: ACI 315 and ACI 318.
- B. Fabricate reinforcement to the required shapes and dimensions, within fabrication tolerances stated in the CRSI "Manual of Standard Practices".
 - C. Do not use reinforcement having any of the following defects:
 1. Bar lengths, depths, or bends exceeding the specified fabricating tolerances.
 2. Bends or kinks not indicated on the Drawings or required for this Work.
 3. Bars with excessive rust, scale, dirt, oil or other defects which will reduce the bond or the effective cross section of the bar.
 - D. Furnish all support bars, tie bars, chairs, bolsters, etc. required for properly supporting and spacing bars in the forms.
 1. For slabs on grade, use supports with stand plates or horizontal runners where wetted base materials will not support chair legs. Other supports must be approved by the Engineer.
 2. For exposed-to-view concrete surfaces, where legs of supports are in contact with forms, provide supports with legs which are hot-dip galvanized, plastic protected or stainless steel.
 3. Supply supports for welded wire fabric as follows:

Welded Wire Fabric Support Spacing

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

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

2.3 CONCRETE MATERIALS

- A. Cement: Use portland cement: ASTM C150, Type I, Type I-P or Type II, low alkali.
 1. Where concrete will be exposed to sewage, use Type II or I-P cement.
 2. Fly ash shall conform to ASTM C618, Class C or F.
 3. Fly ash content shall not exceed 20% by weight of the total amount of cementitious materials (portland cement plus fly ash).
- B. Aggregates:
 1. Fine aggregate: Conform to ASTM C33.
 2. Coarse aggregate: Conform to ASTM C33, Size #57.

- C. Water: Clean and potable and free from injurious amounts of deleterious materials.
- D. Admixtures:
 - 1. Air entraining admixture: ASTM C260.
 - 2. Water reducing, set controlling admixture: Conform to ASTM C494.
 - a. Type A - water reducing.
 - b. Type D - water reducing and retarding.
 - 3. Superplasticizers: Conform to ASTM C494, Types F and G.
 - a. Use superplasticizers in thin section placements and in areas of congested reinforcing and/or embedded items, or where otherwise approved by the Engineer.
 - b. Use where conventional consolidation techniques are impractical.
 - 4. Do not use admixtures containing calcium chloride.
- E. Fiber reinforcing:
 - 1. Use fiber reinforcing where indicated on the drawings.
 - 2. Provide polypropylene or co-polymer fibers as manufactured by High Tech Fibers, Inc., Fibermesh Company or an approved equal.
 - 3. Where required, use fiber reinforcing at a rate of 2.0 lbs. per cubic yard unless another rate is indicated on the drawings.
- F. Curing compounds:
 - 1. On all vertical and formed surfaces, construction joints, basin slabs, surfaces to receive an applied coating or finish, and other surfaces except as otherwise indicated or specified, use a non-residual, non-staining curing compound conforming to ASTM C309 Type 1 and 1D. Acceptable products are:
 - a. L&M Cure by L&M Construction Chemicals, Inc.
 - b. Horn WB-75 by A.C. Horn Company.
 - c. Sonosil by Sonneborn, Inc.
 - d. Approved equal.
 - 2. On building floor slabs not otherwise receiving an applied coating or finish and on other flatwork as indicated on the Drawings, provide an acrylic copolymer curing and sealing compound conforming to ASTM C309 Type 1 and the following:
 - a. Non-yellowing.
 - b. Minimum 20% solids.
 - c. Maximum unit moisture loss in accordance with ASTM C156 - 0.40 kg./sq.m at 72 hours.
 - d. Acceptable products are Dress & Seal by L&M Construction Chemicals, Inc., Clear Seal Standard by A. C. Horn Company, Kure-N-Seal 0800 by Sonneborn, Inc., or approved equal.

2.4 CONCRETE MIXES

- A. Provide concrete with the compressive strengths shown on the Drawings. When such strengths are not shown on the Drawings, provide the following 28-day strengths as minimum:
 - 1. All structural concrete except as indicated in 4000 psi
Nos. 2 and 3 below or as noted otherwise on the plans

2. All sidewalks, curbs and gutters, and unreinforced foundations 4000 psi with fiber reinforcing
 3. Thrust blocking, backfill or encasement for piping, and concrete fill 2500 psi
 4. Prestressed or precast concrete: 5000 psi
- B. Maximum water cement ratios:
- | | |
|-------------------|------|
| 4000 psi concrete | 0.5 |
| 3000 psi concrete | 0.53 |
| 2500 psi concrete | 0.67 |
- C. Entrained air:
- | | |
|----------------------------|--------------|
| 3000 and 4000 psi concrete | 5% ± 1% |
| 2500 psi concrete | Not Required |
- D. Slump:
- | | |
|----------------------------|---------|
| 3000 and 4000 psi concrete | 4" ± 1" |
| 2500 psi concrete | 5" ± 1" |
- E. Production of concrete:
1. General: Concrete shall be ready mixed and shall be batched, mixed and transported in accordance with ASTM C94 except as otherwise indicated.
 2. Monitor time and mix proportions by plant delivery slips.
 3. Air entraining admixtures: Add air entraining admixture into the mixture as a solution and measure by means of an approved mechanical dispensing device.
 4. Water reducing and retarding admixture: Add water reducing and retarding admixture and measure as recommended by the manufacturer.
 5. Addition of water to the mix upon arrival at the job site shall not exceed that necessary to compensate for a 1" loss in slump, nor shall the design maximum water-cement ratio be exceeded. Water shall not be added to the batch at any later time.
 6. Weather conditions: Control temperature of mix as required by ACI 306 "Cold Weather Concreting" and by ACI 305 "Hot Weather Concreting".

PART 3 - EXECUTION

3.1 SURFACE CONDITIONS

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

3.2 FORMWORK

- A. General:

1. Construct forms in conformance with ACI 347.
 2. Design, erect, support, brace and maintain formwork so it will safely support vertical and lateral loads which might be applied until such loads can be supported safely by the concrete structure.
 3. Construct forms to the exact sizes, shapes, lines and dimensions shown, and as required to obtain accurate alignment, location, grades, level and plumb work in the finished structure.
 4. Provide formwork sufficiently tight to prevent leakage of cement paste during concrete placement. Solidly butt joints and provide backup material at joints as required to prevent leakage and prevent fins.
- B. Form construction and erection:
1. Construct forms in conformance with ACI 347.
 2. Provide for openings, offsets, keyways, recesses, moldings, reglets, chamfers, blocking, screeds, bulkheads, anchorages, inserts and other embedded items as required.
 3. Hold inner and outer forms for vertical concrete together with combination steel ties and spreaders approved by the Engineer.
 4. Unless specifically stated otherwise, provide 3/4" chamfer at all exposed edges of concrete.
 5. Provide temporary openings in the formwork where necessary to facilitate cleaning and inspection of the formwork.
 6. Coat form contact surfaces with approved form coating compound prior to placing reinforcing steel.
 7. Do not allow excess form coating material to accumulate in the forms or to come in contact with reinforcing surfaces which will bond to fresh concrete.
 8. Side forms for footings may be omitted, and concrete may be placed directly against excavation only when requested by the Contractor and approved by the Engineer.
 9. Provide a positive means of adjustment of shores and struts and ensure that all settlement is taken up during concrete placing.
 10. Construct blockouts and formed openings of sufficient size and proper location to permit final alignment of items within it or passing through it.
 - a. Allow sufficient space for grouting, packing or sealing around any items penetrating the opening as may be required to ensure watertightness.
 - b. Provide openings with continuous keyways with waterstops where required, and provide a slight flare to facilitate grouting and the escape of entrapped air during grouting.
 - c. Provide only blockouts or openings that are shown on the drawings or otherwise approved by the Engineer.
- C. Formwork reuse: Reuse only forms that are in good condition and which maintain a uniform surface texture on expose concrete surfaces.
1. Apply a light sanding as necessary to obtain a uniform texture.
 2. Plug unused tie holes and penetrations flush with the form surface.
- D. Removal of forms:
1. Do not disturb or remove forms until the concrete has hardened sufficiently to permit form removal with complete safety. Do not remove shoring until the member has

acquired sufficient strength to support its own weight, the load upon it, and the added load of construction.

2. Do not remove forms before the following minimum times without prior approval from the Engineer:
 - a. Sides of footings or slabs on grade 24 hrs
 - b. Walls not supporting load 48 hrs
 - c. Vertical sides of beams 48 hrs
 - d. Columns not supporting load 48 hrs
 - e. Suspended slabs or beam bottoms (forms only) 10 days
3. In determining the minimum stripping times, consider only the cumulative time during which the ambient temperature of the air surrounding the concrete is above 50°.
4. Do not remove shoring for suspended slabs or beams until the concrete has reached 75% of the specified 28 day strength.
5. When reshoring or backshoring is permitted or required, plan the operations in advance and submit procedures to the Engineer for approval.
 - a. Design and plan all reshoring operations to support all construction loading and in accordance with ACI 347.
6. Exercise care in removing forms from finished concrete surfaces so that surfaces are not marred or gouged and that corners are true, sharp and unbroken.
7. Do not permit steel spreaders, form ties, or other metal to project from or be visible on any concrete surface except where so shown on the drawings.
8. Whenever the formwork is removed during the curing period, continue to cure the exposed concrete by one of the methods specified herein.

3.3 EMBEDDED ITEMS

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

3.4 REINFORCEMENT

- A. General: Comply with the specified codes and standards and Concrete Reinforcing Steel Institute's recommended practice for "Placing Reinforcing Bars" for details and methods of reinforcement placement and supports and as herein specified.
 - 1. Clean reinforcement and remove loose dust and mill scale, earth, and other materials which reduce or destroy bond with concrete.
 - 2. Position and secure reinforcement against displacement by forms, construction, and the concrete placement operations.
 - 3. Use adequate number of ties to secure reinforcing.
 - 4. Do not weld or field bend reinforcing without prior approval by the Engineer.

- B. Placing reinforcing:
 - 1. Provide and install all chairs, runners, bolsters, standees and other accessories in sufficient quantities to satisfactorily position the reinforcing and hold it in place during concrete placement.
 - 2. Support reinforcing for slabs on ground on chairs or bolsters with stand plates or a properly sized concrete cube.
 - a. Use concrete bricks as supports only as approved by the Engineer.
 - 3. Secure and tie dowels in place prior to placing concrete. Do not press dowels into wet concrete.

- C. Concrete cover: Unless otherwise indicated on the drawings or specified herein, install reinforcing with clear concrete coverage in conformance with ACI 318.
 - 1. All reinforcement, regardless of size, exposed to water or sewage shall have 2" cover.
 - 2. Place reinforcement a minimum of 2" clear of any openings or metal pipe or fittings.

- D. Splicing reinforcement: Splice reinforcement steel in accordance with the latest revisions of ACI 318 "Building Code Requirements for Reinforced Concrete" unless shown otherwise on the drawings.
 - 1. All splices at wall corners or intersections and at wall and foundation intersections shall be Class B tension splices per ACI 3-18, Sections 12.2.2 and 12.15.
 - 2. All other splices of vertical or horizontal steel in walls shall be Class B tension splices as per ACI 318 per ACI 318, Sections 12.2.2 and 12.15.
 - 3. Horizontal ring steel in circular, non-prestressed concrete tanks shall be Class B tension splices and the splices shall be staggered so that no more than 50% of the bars are spliced at any one location.
 - 4. All welded or mechanical splicing devices shall develop 125% of the yield strength of the bar.
 - 5. Column vertical bars shall lap 30 bar diameters with dowels at the base of the column unless otherwise noted. Dowels shall be the same size and quantity as column vertical bars unless otherwise noted.
 - 6. All splices not otherwise shown or specified shall be Class B tension lap splices per ACI 318, Sections 12.2.2 and 12.15.

- E. Tolerances: Place bars in the locations indicated within the tolerances conforming to the CRSI "Manual of Standard Practice".

- F. Welded wire mesh: Install welded wire fabric in as long of a length as practicable and lay flat before placing concrete.
 - 1. Use only mat welded wire fabric. Do not use welded wire fabric from rolls.
 - 2. Support and tie mesh to prevent movement during concrete placement.

3. Lap adjoining pieces at least one full mesh and lace splices with wire.
4. Provide, at a minimum, supports for welded wire fabric according to the Table in Section 2.2.D.3. Confirm the adequacy of the support spacings listed therein for the anticipated construction loads. Increase the number of supports, if necessary, to assure that the final position of the welded wire fabric will conform to that shown on the drawings.
5. Do not place welded wire fabric on the subbase surface and then hook or "pull up" the reinforcement during concrete placement.
6. Do not lay welded wire fabric on top of the freshly placed concrete and then "walk it" into place.

3.5 PLACING CONCRETE

A. Preparation:

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

B. Conveying:

1. Transport and handle concrete from the truck to the place of final deposit as rapidly as practicable by methods which will prevent segregation or loss of ingredients to maintain the quality of the concrete.
2. Provide equipment for lifting, dumping, chuting, pumping or conveying the concrete, of such size and design as to ensure a practically continuous flow of concrete at the delivery and without separation of materials.
3. Use hoppers and elephant trunks where necessary to prevent the free fall of concrete for more than 4'.
4. Do not use concrete that is not placed within 1-1/2 hours after water is first introduced into the mix unless the slump is such that it meets the specified limits without the addition of water to the batch.

C. Placing:

1. Deposit concrete as nearly as practicable in its final location so as to avoid separation due to rehandling and flowing.
2. Deposit concrete in horizontal layers not deeper than 2', avoiding inclined layers.
3. Place concrete at such a manner that concrete upon which fresh concrete is deposited is still plastic.
4. Bring slab surfaces to the correct level with screeds set to the proper elevation.

D. Hot weather placement: Place concrete in hot weather in accordance with ACI 305 "Hot Weather Concreting" and as specified herein.

1. Do not place concrete whose temperature exceeds 100°F.
2. Thoroughly wet forms and reinforcing prior to placement of concrete.
3. Use additional set retarder as necessary to increase set time.

4. Limit the size of the pour where it may reduce the likelihood of cold joints due to reduced set time.
 5. Shade the fresh concrete as soon as possible after placing.
 6. Start curing as soon as the concrete is sufficiently hard to permit without damage.
- E. Cold weather placement: Place concrete in cold weather in accordance with ACI 306 and as specified herein.
1. Except when authorized specifically by the Engineer, do not place concrete when the atmospheric temperature is below 40°F.
 2. When cold weather placement is approved by the Engineer, heat either the mixing water or aggregate or both so that the concrete temperature is between 65°F and 85°F.
 3. Protect the freshly placed concrete by adequate housing or covering and provide heat to maintain a temperature of not less than 50°F for not less than four days.
 4. Do not add salts, chemicals, or other materials to the concrete mix to lower the freezing point of the concrete.
- F. Consolidation:
1. Consolidate each layer of concrete immediately after placing, by use of internal concrete vibrators supplemented by hand spading, rodding, or tamping.
 - a. Use vibrators having a 2" head diameter and a minimum frequency of 8000 vibrations per second.
 - b. Provide sufficient number of vibrators to properly consolidate the concrete, keeping up with placement operations.
 - c. Provide at least one spare vibrator on site.
 2. Insert and withdraw vibrators at points approximately 18" apart.
 3. Do not vibrate forms or reinforcement.
 4. Do not use vibrators to transport concrete inside the forms.

3.6 PROTECTION

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

3.7 CURING

- A. Beginning immediately after placement, protect concrete from premature drying, excessively hot and cold temperatures and mechanical injury.
- B. Continuously cure concrete for a period of not less than 7 days after placement.

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

3.8 CONCRETE FINISHING

- A. Finish schedule: Unless otherwise indicated on the drawings, finish all concrete surfaces in accordance with the following schedule:
1. Form finish: Formed surfaces not ordinarily exposed to view, including:
 - a. Interior walls of open tanks below a line one foot lower than the lowest normal water level.
 - b. The underside of slabs not exposed to view.
 - c. Walls below grade.
 2. Cementitious coating: All formed surfaces exposed to view including:
 - a. Interior walls of tanks above a line one foot lower than the lowest normal water level.
 - b. The underside of slabs, soffits, etc. exposed to view.
 3. Float finish: Slab surfaces not exposed to view or not receiving an applied thin finish, including:

- a. Bottom slabs of tanks or structures containing water sewage or other liquid.
- b. Foundations not exposed to view.
- c. Roof slabs to be covered with insulation and/or built-up roofing.
- 4. Trowel finish: Interior slab surfaces exposed to view or to receive an applied thin film coating or floor finish, including:
 - a. Interior, indoor slabs and floors of buildings.
 - b. Surfaces on which mechanical equipment moves.
 - c. Floors receiving vinyl tile, resilient flooring, carpet, paint, etc.
- 5. Broom finish: Exterior, outdoor slabs exposed to view including:
 - a. Outdoor floor slabs and walkways.
 - b. Other floors which may become wet or otherwise require a non-skid surface.
 - c. Sidewalks and concrete pavements.
- 6. Scratch finish: Surfaces which are to receive a thick topping or additional concrete cast against them including:
 - a. Surfaces receiving concrete equipment pads.
 - b. Floors receiving concrete topping.
 - c. Construction joints not otherwise keyed.
- 7. Edge finish: Exposed edges of slabs not receiving chamfer including:
 - a. Sidewalk edges and joints.
 - b. Pavement edges and joints.
 - c. Other slab edges not chamfered.

B. Finishing procedures:

- 1. Form finish:
 - a. Repair defective concrete.
 - b. Fill depressions deeper than 1/4".
 - c. Fill tie holes.
 - d. Remove fins exceeding 1/8" in height.
- 2. Cementitious finish:
 - a. Patch all tie holes and defects and remove all fins.
 - b. Within one day of form removal, fill all bug holes, wet the surfaces and rub with carborundum brick until a uniform color and texture are produced; or
 - c. Dampen surfaces, brush apply a grout slurry consisting of 1 part portland cement to 1-1/2 parts sand, and rub the surface vigorously with a stone. Remove all excess grout.
 - d. Provide a two coat cement base waterproofing, sealing finish of Thoroseal and Thoroseal Plaster Mix as manufactured by Standard Dry Wall Products, Inc. or an approved equal.
 - 1) Patch all tie holes and defects and removal all fins, and clean surface of all dirt, laitance, grease, form treatments, curing compounds, etc.
 - 2) Key coat: Apply key coat of Thoroseal at a rate of two (2) lbs. per sq. yd. by fiber brush. Mix material using one part of Acryl 60 to three parts clean water. Should material start to drag during application, dampen surface with water. During hot weather periods, dampen surfaces with water prior to application of key coat material. Key coat shall be allowed to cure for five (5) days before applying finish coat.
 - 3) Apply a finish coat consisting of a four (4) to six (6) lbs. per sq. yd. application of Thoroseal Plaster Mix using steel trowel or spray gun.

Color to be selected by the Owner. Mix dry material using one (1) part Acryl 60 to three (3) parts clean water. Firmly press the mix into all voids and level with a steel trowel. When surface is set so that it will not roll or lift, float it uniformly using a sponge float.

3. Float finish:
 - a. Begin floating when the water sheen has disappeared and when the surface has stiffened sufficiently to permit the operation.
 - b. Cut down all high spots and fill all low spots and float the slab to a uniform sandy texture.
4. Trowel finish:
 - a. Float finish as specified herein.
 - b. Power trowel to a smooth surface free of defects.
 - c. After the surface has hardened sufficiently, hand trowel until a ringing sound is produced as the trowel is moved over the concrete surface.
5. Broom finish:
 - a. Float finish as specified herein.
 - b. Provide a scored texture by drawing a broom across the surface.
6. Scratch surface:
 - a. Screed the surface to the proper elevations.
 - b. Roughen with rakes or stiff brushes.
7. Edge finish: Tool slab edges and joints with a 1/4" radius edging tool.

3.9 SURFACE REPAIR

- A. Patching mortar:
 1. Make a patching mortar consisting of 1 part portland cement to 2-1/2 parts sand by damp loose volume.
 2. Mix the mortar using one part acrylic bonding admixture to two parts water.
- B. Tie holes: Clean and dampen all tie holes and fill solidly with patching mortar.
- C. Surface defects:
 1. Remove all defective concrete down to sound solid concrete.
 2. Chip edges perpendicular to the concrete surface or slightly undercut, allowing no feather edges.
 3. Dampen surfaces to be patched.
 4. Patch defects by filling solidly with repair mortar.
- D. Allow the Engineer to observe the work before placing the patching mortar.
- E. Repair defective areas greater than 1 sq. ft. or deeper than 1-1/2" as directed by the Engineer using materials approved by the Engineer at no additional expense to the Owner.

3.10 JOINTS

- A. Construction joints:

1. Unless otherwise approved by the Engineer, provide construction joints as shown on the drawings.
 2. If additional construction joints are found to be required, secure the Engineer's approval of joint design and location prior to start of concrete placement.
 3. Continue all reinforcing across construction joints and provide 1-1/2" deep keyways unless indicated otherwise on the drawings.
 - a. Form keyways in place.
 4. Provide waterstops in all construction joints of liquid containing structures, structures below grade or other structures as shown on the drawings.
- B. Expansion joints:
1. Provide expansion joints of size, type and locations as shown on the drawings.
 2. Do not permit reinforcement or other embedded metal items that are being bonded with concrete (except smooth dowels bonded on only one side of the joints, where indicated on the drawings) to extend continuously through any expansion joint.
 3. Provide waterstops where required.
- C. Control or contraction joints:
1. Locate and construct control and contraction joints in accordance with the Drawings.
 2. Where no specific joint pattern is indicated in slabs on grade or concrete pavements, submit a proposed joint layout to the Engineer for approval.
 3. Where no specific joint details are shown on the drawings, joints may be tooled, preformed or saw-cut.
 4. Saw-cut joints as soon as the concrete has hardened sufficiently to prevent aggregates from being dislodged by the saw.

3.11 FIELD QUALITY CONTROL

- A. Concrete cylinder tests:
1. During construction, prepare test cylinders for compressive strength testing, using 6" diameter by 12" long single use molds, complying with ASTM C31.
 - a. Make a set of three test cylinders from each pour of 50 cubic yards or less, plus one additional set of cylinders for each additional 50 cubic yards or fraction thereof.
 - b. Identify each and tag cylinder as to date of pour and location of concrete which it represents.
 - c. Deliver cylinders to testing lab selected by the Owner.
 - d. Cost for preparation and delivery of cylinders shall be borne by the Contractor. Cost for testing cylinders will be borne by the Owner.
 2. Should strengths shown by test cylinders fail to meet specified strengths for the concrete represented, then:
 - a. Engineer shall have the right to require changes in the mix proportions as he deems necessary on the remainder of the work.
 - b. Additional curing of those portions of the structure represented by the failed test cylinders shall be accomplished as directed by the Engineer.

- c. Upon failure of the additional curing to bring the concrete up to specified strength requirements, strengthening or replacement of those portions of the structure shall be as directed by the Engineer.
 - d. The Engineer may require additional testing of concrete in question by either non-destructive methods such as the Swiss Hammer, Windsor Probe or Ultrasonics or by coring and testing the concrete in question in accordance with ASTM C42. Such testing shall be performed at no additional cost to the Owner.
- B. Other field concrete tests:
 - 1. Slump tests: Either the Engineer or a testing laboratory representative will make slump tests of concrete as it is discharged from the mixer.
 - a. Slump test may be made on any concrete batch at the discretion of the Engineer.
 - b. Failure to meet specified slump requirements (prior to addition of any superplasticizers) will be cause for rejection of the concrete.
 - 2. Temperature: The concrete temperature may be checked at the discretion of the Engineer.
 - 3. Entrained air: Air content of the concrete will be checked by a representative of the testing laboratory at the discretion of the Engineer.
- C. Coordination of laboratory services: The Contractor shall be responsible for coordination of laboratory services.
 - 1. Maintain a log recording quantities of each type of concrete placed, date and location of pour.
 - 2. Inform the testing laboratory of locations and dates of concrete placement and other information as required to be identified in the laboratory's test reports.
- D. Tests required because of extensive honeycombing, poor consolidation of the concrete or any suspected deficiency in the concrete will be paid for by the Contractor.
- E. Dimensional tolerances:
 - 1. Dimensional tolerances for allowable variations from dimensions or locations of concrete work, including the locations of embedded items shall be as given in ACI 301.
 - 2. Where anchor bolts or other embedded items are required for equipment installation, comply with the manufacturer's tolerances if more stringent than those stated in ACI 301.
- F. Watertight concrete:
 - 1. All liquid containing structures, basements or pits below grade shall be watertight.
 - 2. Any visible leakage or seepage shall be repaired as instructed by the Engineer at no expense to the Owner.
 - 3. Where physical evidence of honeycombing, cold joints or other deficiencies which may impair the watertightness of a structure exists, the Engineer may at his discretion call for leak testing of the structure.

- a. Fill the structure with water and allow to stand for not less than 48 hours.
 - b. Make repairs on the structure until all visible leaks are sealed and the leakage rate of the water in the structure is less than 0.1% of the volume held in the structure per day.
 - c. The cost of testing and repairs shall be performed at no expense to the Owner.
- G. Concrete which fails to meet strength requirements, dimensional tolerances, watertightness criteria, or is otherwise deficient due to insufficient curing, improper consolidation or physical damage shall be replaced or repaired as instructed by the Engineer at no expense to the Owner.

3.12 MEASUREMENT AND PAYMENT

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

END OF SECTION

SECTION 03 30 02
CONCRETE CURB AND GUTTER, AND SIDEWALK

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work included: Provide cast-in-place concrete, including formwork, where shown on the Drawings, as specified herein, and as needed for a complete and proper installation.
- B. Related work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.
 - 2. Section 03 30 00 - Cast-in-Place Concrete.

1.2 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.
- B. Reference standards: Comply with the following codes, specifications and standards, except as otherwise shown or specified:
 - 1. American Concrete Institute (ACI) Publications:
 - ACI 305 Recommended Practice for Hot Weather Concreting
 - ACI 306 Recommended Practice for Cold Weather Concreting
 - 2. American Society for Testing and Materials (ASTM) Publications:
 - A 185 Welded Steel Wire Fabric for Concrete Reinforcement
 - C 31 Making and Curing Concrete Test Specimens in the Field
 - C 33 Concrete Aggregates
 - C 39-72 Compressive Strength of Cylindrical Concrete Specimens
 - C 94 Ready-Mixed Concrete
 - C 150 Portland Cement
 - C 260 Air-Entraining Admixtures for Concrete
- C. Testing agency: A testing laboratory will be retained by the Owner to perform material evaluation tests required by these specifications.
- D. Qualifications of contractors performing concrete work: Minimum of two (2) years experience on comparable concrete projects.
- E. Plant qualification: Plant equipment and facilities shall meet all requirements of the Check List for Certification of Ready Mixed Concrete Production Facilities of the National Ready Mixed Concrete Association and ASTM C 94.

1.3 SUBMITTALS

- A. Comply with the pertinent provisions of Section 01340.
- B. Within 15 calendar days after receiving the Owner's Notice to Proceed, submit proposed mix designs for approval.
 - 1. Proportions shall be determined by means of laboratory tests of concrete made with the cement and aggregate proposed for use.
 - 2. Provide report in detail from an approved testing laboratory showing 7-day and 28-day strengths obtained using materials proposed.
 - 3. Required average strength above specified strength:
 - a. Determinations of required average strength above specified strength ($f'c$) shall be in accordance with ACI 318 and ACI 301.
 - 4. Cost of this work shall be borne by the Contractor.
- C. Manufacturer's data: Submit manufacturer's specification with application instructions for proprietary materials and items, including curing compound, form release agents, admixtures, patching compounds, and others as required by the Engineer.

1.4 PRODUCT HANDLING

- A. Comply with pertinent provisions of Section 01640.

PART 2 - PRODUCTS

2.1 FORMS

- A. Use form materials conforming to ACI 347.
- B. Form coatings: Form release coating shall be neat oil with surface wetting agent or chemical release agent which effectively prevents absorption of moisture, prevents bonding with concrete, is non-staining to concrete and leaves the concrete with a paintable surface.
 - 1. On surfaces to receive an applied coating, use a residual free chemical form release agent that is compatible with the applied coating and will not prevent the applied finish from satisfactorily bonding to the concrete.

2.2 SIDEWALK REINFORCEMENT

- A. Fiber reinforcing:
 - 1. Use fiber reinforcing where indicated on the drawings.
 - 2. Provide polypropylene or co-polymer fibers as manufactured by High Tech Fibers, Inc., Fibermesh Company or an approved equal.

3. Where required, use fiber reinforcing at a rate of 2.0 lbs. per cubic yard unless another rate is indicated on the drawings.
- B. Provide welded wire mesh for sidewalk reinforcement in compliance with ASTM A 185.

2.3 PREMOLDED JOINT FILLERS

- A. In concrete pavements (exterior) and concrete sidewalks, use self-expanding cork joint fillers complying with ASTM 1752, Type III.

2.4 CONCRETE MATERIALS

- A. Cement: Use portland cement: ASTM C 150, Type I, Type I-P or Type II, low alkali.
- B. Aggregates:
 1. Fine aggregate: Conform to ASTM C 33.
 2. Coarse aggregate: Conform to ASTM C 33, Size #57.
- C. Water: Clean and potable and free from injurious amounts of deleterious materials.
- D. Admixtures:
 1. Air entraining admixture: ASTM C 260.
 2. Water reducing, set controlling admixture: Conform to ASTM C 494.
 - a. Type A - water reducing.
 - b. Type D - water reducing and retarding.
 3. Do not use admixtures containing calcium chloride.
- E. Curing compounds:
 1. On all vertical and formed surfaces and construction joints, use a non-residual, non-staining curing compound conforming to ASTM C 309 Type 1 and 1D. Acceptable products are:
 - a. L&M Cure by L&M Construction Chemicals, Inc.
 - b. Horn WB-75 by A.C. Horn Company.
 - c. Sonosil by Sonneborn, Inc.
 - d. Approved equal.

2.5 CONCRETE MIXES

- A. Provide concrete with the compressive strength of 4000 psi for a 28-day strength as minimum:
- B. Entrained air: 4000 psi concrete, 5% \pm 1%.
- C. Slump: 4000 psi concrete, 4" \pm 1".
- D. Production of concrete:

1. General: Concrete shall be ready mixed and shall be batched, mixed and transported in accordance with ASTM C 94 except as otherwise indicated.
2. Monitor time and mix proportions by plant delivery slips.
3. Air-entraining admixtures: Add air-entraining admixture into the mixture as a solution and measure by means of an approved mechanical dispensing device.
4. Water reducing and retarding admixture: Add water reducing and retarding admixture and measure as recommended by the manufacturer.
5. Addition of water to the mix upon arrival at the job site shall not exceed that necessary to compensate for a 1" loss in slump, nor shall the design maximum water-cement ratio be exceeded. Water shall not be added to the batch at any later time.
6. Weather conditions: Control temperature of mix as required by ACI 306 "Cold Weather Concreting" and by ACI 305 "Hot Weather Concreting".

PART 3 - EXECUTION

3.1 SURFACE CONDITIONS

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

3.2 FORMWORK

- A. General:
 1. Construct forms in conformance with ACI 347.
 2. Provide formwork sufficiently tight to prevent leakage of cement paste during concrete placement.
 3. Coat form contact surfaces with approved form coating compound prior to placing reinforcing steel.
- B. Formwork reuse: Reuse only forms that are in good condition and which maintain a uniform surface texture on exposed concrete surfaces.
 1. Apply a light sanding as necessary to obtain a uniform texture.
- C. Removal of forms:
 1. Do not disturb or remove forms until the concrete has hardened sufficiently to permit form removal with complete safety.

2. Exercise care in removing forms from finished concrete surfaces so that surfaces are not marred or gouged and that corners are true, sharp and unbroken.
3. Whenever the formwork is removed during the curing period, continue to cure the exposed concrete by one of the methods specified herein.

3.3 PLACING CONCRETE

A. Preparation:

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

B. Conveying:

1. Transport and handle concrete from the truck to the place of final deposit as rapidly as practicable by methods which will prevent segregation or loss of ingredients to maintain the quality of the concrete.
2. Provide equipment for lifting, dumping, chuting, pumping or conveying the concrete, of such size and design as to ensure a practically continuous flow of concrete at the delivery and without separation of materials.
3. Do not use concrete that is not placed within 1½ hours after water is first introduced into the mix unless the slump is such that it meets the specified limits without the addition of water to the batch.

C. Placing:

1. Deposit concrete as nearly as practicable in its final location so as to avoid separation due to rehandling and flowing.
2. Place concrete at such a manner that concrete upon which fresh concrete is deposited is still plastic.

D. Hot weather placement: Place concrete in hot weather in accordance with ACI 305 "Hot Weather Concreting" and as specified herein.

1. Do not place concrete whose temperature exceeds 100°F.
2. Thoroughly wet forms and reinforcing prior to placement of concrete.
3. Use additional set retarder as necessary to increase set time.
4. Start curing as soon as the concrete is sufficiently hard to permit without damage.

E. Cold weather placement: Place concrete in cold weather in accordance with ACI 306 and as specified herein.

1. Do not place concrete when the atmospheric temperature is below 40°F.
2. Do not add salts, chemicals, or other materials to the concrete mix to lower the freezing point of the concrete.

F. Consolidation:

1. Consolidate each layer of concrete immediately after placing, by use of internal concrete vibrators supplemented by hand spading, rodding, or tamping.
 - a. Use vibrators having a 2" head diameter and a minimum frequency of 8000 vibrations per second.
 - b. Provide sufficient number of vibrators to properly consolidate the concrete, keeping up with placement operations.
 - c. Provide at least one spare vibrator on site.
2. Insert and withdraw vibrators at points approximately 18" apart.
3. Do not vibrate forms.
4. Do not use vibrators to transport concrete inside the forms.

3.4 PROTECTION

- A. Protect the surface finish of newly placed concrete from damage by rainwater or construction traffic.
- B. Do not apply design loads to structures until the concrete has obtained the specified strength.

3.5 CURING

- A. Beginning immediately after placement, protect concrete from premature drying, excessively hot and cold temperatures and mechanical injury.
- B. Curing compound: Apply curing compound immediately after completion of the finish on unformed surfaces and within two hours after removal of forms on formed surfaces.
 1. Spray the entire surface with two coats of liquid curing compound, applying the second coat in the direction of 90° to the first coat.
 2. Apply compound in accordance with the manufacturer's instructions to cover the surface with a uniform film that will seal thoroughly.

3.6 CONCRETE FINISHING

- A. Finish schedule: Unless otherwise indicated on the drawings, finish all concrete surfaces in accordance with the following schedule:
 1. Form finish: Formed surfaces not ordinarily exposed to view, including the underside of slabs not exposed to view.
 2. Broom finish: Exterior, outdoor slabs exposed to view including:
 - a. Outdoor floor slabs and walkways.

- b. Other floors which may become wet or otherwise require a non-skid surface.
- c. Sidewalks and concrete pavements.
- 3. Edge finish: Exposed edges of slabs not receiving chamfer including:
 - a. Sidewalk edges and joints.
 - b. Pavement edges and joints.
 - c. Other slab edges not chamfered.

B. Finishing procedures:

- 1. Form finish:
 - a. Repair defective concrete.
 - b. Fill depressions deeper than 1/4".
 - c. Fill tie holes.
 - d. Remove fins exceeding 1/8" in height.
- 2. Broom finish:
 - a. Float finish as specified herein.
 - b. Provide a scored texture by drawing a broom across the surface.
- 3. Edge finish: Tool slab edges and joints with a 1/4" radius edging tool.

3.7 SURFACE REPAIR

A. Patching mortar:

- 1. Make a patching mortar consisting of 1 part portland cement to 2-1/2 parts sand by damp loose volume.
- 2. Mix the mortar using one part acrylic bonding admixture to two parts water.

B. Surface defects:

- 1. Remove all defective concrete down to sound solid concrete.
- 2. Chip edges perpendicular to the concrete surface or slightly undercut, allowing no feathered edges.
- 3. Dampen surfaces to be patched.
- 4. Patch defects by filling solidly with repair mortar.

C. Allow the Engineer to inspect the work before placing the patching mortar.

D. Repair defective areas greater than 1 sq. ft. or deeper than 1-1/2" as directed by the Engineer using materials approved by the Engineer at no additional expense to the Owner.

3.8 JOINTS

A. Construction joints:

- 1. Unless otherwise approved by the Engineer, provide construction joints every ten (10) feet, or as shown on the drawings.
- 2. Continue all reinforcing across construction joints and provide 1-1/2" deep keyways unless indicated otherwise on the drawings.

B. Expansion joints:

1. Provide 1/2" expansion joints with premolded joint filters every thirty (30) feet.

3.9 FIELD QUALITY CONTROL

A. Concrete cylinder tests:

1. During construction, prepare test cylinders for compressive strength testing, using 6" diameter by 12" long single use molds, complying with ASTM C 31.
 - a. Make a set of three test cylinders from each pour.
 - b. Identify each and tag cylinder as to date of pour and location of concrete which it represents.
 - c. Deliver cylinders to testing lab selected by the Owner.
 - d. Cost for preparation and delivery of cylinders shall be borne by the Contractor. Cost for testing cylinders will be borne by the Owner.
2. Should strengths shown by test cylinders fail to meet specified strengths for the concrete represented, then:
 - a. Engineer shall have the right to require changes in the mix proportions as he deems necessary on the remainder of the work.
 - b. Additional curing of those portions of the structure represented by the failed test cylinders shall be accomplished as directed by the Engineer.
 - c. Upon failure of the additional curing to bring the concrete up to specified strength requirements, strengthening or replacement of those portions of the structure shall be as directed by the Engineer.
 - d. The Engineer may require additional testing of concrete in question by either non-destructive methods such as the Swiss Hammer, Windsor Probe or Ultrasonics or by coring and testing the concrete in question in accordance with ASTM C 42. Such testing shall be performed at no additional cost to the Owner.

B. Other field concrete tests:

1. Slump tests: Either the Engineer or a testing laboratory representative will make slump tests of concrete as it is discharged from the mixer.
 - a. Slump test may be made on any concrete batch at the discretion of the Engineer.
 - b. Failure to meet specified slump requirements will be cause for rejection of the concrete.
2. Temperature: The concrete temperature may be checked at the discretion of the Engineer.
3. Entrained air: Air content of the concrete will be checked by a representative of the testing laboratory at the discretion of the Engineer.

C. Coordination of laboratory services: The Contractor shall be responsible for coordination of laboratory services.

1. Maintain a log recording quantities of each type of concrete placed, date and location of pour.
 2. Inform the testing laboratory of locations and dates of concrete placement and other information as required to be identified in the laboratory's test reports.
- D. Tests required because of extensive honeycombing, poor consolidation of the concrete or any suspected deficiency in the concrete will be paid for by the Contractor.
- E. Dimensional tolerances for allowable variations from dimensions or locations of concrete work, including the locations of embedded items shall be as given in ACI 301.
- F. Concrete which fails to meet strength requirements, dimensional tolerances, watertightness criteria, or is otherwise deficient due to insufficient curing, improper consolidation or physical damage shall be replaced or repaired as instructed by the Engineer at no expense to the Owner.

3.10 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 31 10 01
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 31 20 01
SITE GRADING

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work included: Cut, fill, excavate, backfill, compact and grade the site as necessary to bring the roads, drives, building sites, playing fields, paved areas and open areas to the lines and grades shown on the drawings.
1. The work includes, but is not necessarily limited to:
 - Athletic fields subgrade preparation.
 - Excavations and formations of embankments.
 - Dressing of graded areas, shoulders and ditches.
 - Building site preparation.
 - Roadway, parking area, drive and walk subgrade preparation.
 - Construction and lining of treatment basins.
 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%

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 31 30 02
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.
 - 5. Remove wet or otherwise unstable soil incapable of properly supporting the utility, as determined by the Engineer, to depth required and backfill to proper grade with stone bedding material, at no additional cost to the Owner.
 - 6. Excavating for appurtenances:
 - a. Excavate for manholes and similar structures to a distance sufficient to leave at least 12" clear between outer surfaces and the embankment or shoring that may be used to hold and protect the banks.
 - b. Overdepth excavation beyond such appurtenances that has not been directed will be considered unauthorized. Fill with sand, gravel, or lean concrete as directed by the Engineer, and at no additional cost to the Owner.
- E. Trench to the minimum width necessary for proper installation of the utility, with sides as nearly vertical as possible. Accurately grade the bottom to provide uniform bearing for the utility.
- F. Provide sheeting and shoring necessary for protection of the Work and for the safety of personnel.
 - 1. Remove in units when level of backfilling has reached the elevation necessary to protect the utility work and adjacent property.
 - 2. Sheeting at the bottom of trenches over 10' deep for sewers 15" and larger in size, shall remain in place and be cut off no less than 2" above top of pipe, at no additional cost to the Owner.
- G. Depressions:

1. Dig bell holes and depressions for joints after the trench has been graded. Provide uniform bearing for the pipe on prepared bottom of the trench.
 2. Except where rock is encountered, do not excavate below the depth indicated or specified.
 3. Where rock is encountered, excavate rock to a minimum overdepth of 4" below the trench depth indicated or specified, and to provide 6" clearance in any horizontal direction from all parts of the utility and appurtenances.
- H. Special requirements relating to excavation for specific types of utilities shall comply with the following:
1. Electrical conduit:
 - a. Provide depth of cover shown or minimum cover of 36", whichever is greater.
 - b. Where minimum cover only is required, carry excavations to depths necessary to properly grade the conduit on tangents and vertical curves as directed by the Engineer.
 - c. Provide minimum clearance of 12" between conduit and trench wall or sheeting and bracing lines.
 - d. If minimum cover of 36" cannot be provided, then thermoplastic piping may not be used. Use ductile iron piping or other Engineer-approved material.
- I. Comply with pertinent OSHA regulations in regards to the excavation of utilities.

3.3 BACKFILLING

- A. General:
1. Backfill trenches and excavations immediately after the pipes are laid, unless other protection is directed or indicated.
 2. Select and deposit backfill materials with special reference to the future safety of the pipes.
 3. Reopen trenches which have been improperly backfilled, to a depth as required for proper compaction. Refill and compact as specified, or otherwise correct to the approval of the Engineer.
 4. Surplus material shall be disposed of as directed by the Engineer.
 5. Original surface shall be restored to the approval of the Engineer.
 6. Maintain proper dewatering during backfill and compaction operations.
- B. Lower portion of trench:
1. Deposit approved backfill and bedding material in layers of 6" maximum thickness, and compact with suitable tampers to the density of the adjacent soil until there is a cover of not less than 24" over sewers and 12" over other utility lines.
 2. Take special care in backfilling and bedding operations not to damage pipe and pipe coatings.
- C. Remainder of trench:
1. Except for special materials for pavements, backfill the remainder of the trench with material free from stones larger than 6" or 1/2 the layered thickness, whichever is smaller, in any dimension.
 2. Deposit backfill material in layers not exceeding the thickness specified, and compact each layer to the minimum density directed by the soil engineer.

- D. Adjacent to buildings: Mechanically compact backfill in 6" layers within ten (10') feet of buildings.
- E. Under roads, streets and other paved areas:
 - 1. Mechanically tamp in 6" layers using heavy duty pneumatic tampers or equal.
 - 2. Tamp each layer to a density equivalent of not less than 100% of an ASTM D 698 Proctor Curve.
 - 3. Provide additional compaction by leaving the backfilled trench open to traffic while maintaining the surface with crushed stone.
 - 4. Refill any settlement with crushed stone and continue such maintenance until replacement of pavement is authorized by the Engineer.
- F. Undeveloped areas:
 - 1. Backfill in wooded, swampy or undeveloped areas shall be as specified hereinbefore, except that tamping of the backfill above a level 2' over the top of the pipe will not be required.
 - 2. Mound excavated material neatly over the ditch to provide for future settlements.

3.4 MEASUREMENT AND PAYMENT

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

END OF SECTION

SECTION 32 12 16 ASPHALT PAVING

PART 1 - GENERAL

1.1 DESCRIPTION

A. Work included: Provide asphaltic concrete paving where shown on the Drawings, as specified herein, and as needed for a complete and proper installation.

B. Related work:

1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.
2. Section 31 20 01 - Site Grading.
3. Section 32 12 17 - Stone Base Course.
4. Section 32 17 23 - Pavement Marking and Signage.
5. Section 32 12 20 - Milling, Cutting, and Replacing Pavements.

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. Not Used.

B. Product data: Within 15 calendar days after the Contractor has received the Owner's Notice to Proceed, submit:

1. Materials list of items proposed to be provided under this Section.
2. Certificates, signed by the materials producer and the asphalt paving Subcontractor, stating that materials meet or exceed the specified requirements.

1.4 PRODUCT HANDLING

A. Not Used.

PART 2 - PRODUCTS

2.1 GENERAL

A. All materials and products used shall comply with pertinent sections of the South Carolina Department of Transportation's (SCDOT) "Standard Specifications for Highway Construction" and latest revisions and supplements.

2.2 ASPHALTIC CONCRETE MIXTURE (INTERMEDIATE COURSE)

- A. Materials and composition of mixture shall comply with Section 402 of the SCDOT's "Standard Specifications for Highway Construction" and latest revisions and supplements.
- B. Provide hot plant mixed asphaltic concrete paving materials.
 - 1. Temperature leaving the plant: 290°F minimum, 320°F maximum.
 - 2. Temperature at time of placing: 280°F minimum.

2.3 ASPHALTIC CONCRETE MIXTURE (SURFACE COURSE)

- A. Materials and composition of mixture shall comply with Section 403 of the SCDOT's "Standard Specifications for Highway Construction" and latest revisions and supplements.
- B. Provide hot plant mixed asphaltic concrete paving materials.
 - 1. Temperature leaving the plant: 290°F minimum, 320°F maximum.
 - 2. Temperature at time of placing: 280°F minimum.

2.4 EQUIPMENT

- A. Comply with requirements of Section 401 of SCDOT's "Standard Specifications" and latest revisions and supplements.

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.
 - 1. Sweep primed surfaces if needed.
 - 2. Adjust frames and covers if needed.

3.2 WEATHER RESTRICTIONS

- A. Do not apply asphalt mixtures to a wet or frozen surface or when air temperature is below 40°F in the shade and falling, or below 35°F in the shade and rising.

3.3 SPREADING AND FINISHING

- A. On arrival at point of use, dump directly into mechanical spreader.
- B. Immediately spread and strike off true to the line, grade and cross section indicated, to such loose depth that when work is completed, the indicated thickness or weight per square yard will be secured.

- C. Correct irregularities while the mixture is still hot.
- D. At locations not readily accessible to mechanical spreaders, acceptable hand spreading methods may be used.
- E. Finished surfaces placed adjacent to curbs, gutters, manholes, etc., shall be approximately 1/4" above the edges of these structures.

3.4 COMPACTION

- A. Perform initial rolling with 3-wheel steel roller or a steel wheel 2-axle tandem roller.
- B. Follow initial rolling with at least four complete coverages by a pneumatic tired roller.
- C. Complete rolling with steel wheel 2-axle tandem roller.
- D. Rolling shall start longitudinally at the sides and proceed gradually toward the center of the pavement, overlapping on successive trips approximately 1/2 the width of the roller.
- E. Use hand or mechanical tampers in areas not accessible to powered rollers.
- F. Surface mixture after compaction shall be smooth and true to the established crown and grade.
- G. Finished paving smoothness tolerance:
 - 1. Free from birdbaths.
 - 2. No deviations greater than 1/8" in 6'.

3.5 PROTECTION OF SURFACE

- A. Allow no traffic on surface until the mixture has hardened sufficiently to prevent distortion.

3.6 FLOOD TEST

- A. Flood the entire asphaltic concrete paved area with water by use of a tank truck or hoses.
- B. If a depression is found where water ponds to a depth of more than 1/8" in 6', fill or otherwise correct to provide proper drainage.
- C. Feather and smooth the edges of fill so that the joint between fill and original surface is invisible.

3.7 MEASUREMENT AND PAYMENT

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

END OF SECTION

SECTION 32 12 17
STONE BASE COURSE

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work included: Provide crushed stone base (with prime) constructed on the compacted subgrade where shown on the Drawings, as specified herein, and as needed for a complete and proper installation.
- B. Related work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.
 - 2. Section 31 20 01 - Site Grading.
 - 3. Section 32 12 16 - Asphalt Paving.

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. Not Used.
- B. Certificates, signed by materials producer, stating that materials meet the specified requirements.

1.4 PRODUCT HANDLING

- A. Not Used.

PART 2 - PRODUCTS

2.1 GENERAL

- A. All materials and products used shall comply with pertinent sections of the South Carolina Department of Transportation's (SCDOT) "Standard Specifications For Highway Construction," latest edition with revisions and supplements.

2.2 FINE AGGREGATE

- A. All materials and products used shall comply with pertinent sections of the South Carolina Department of Transportation's (SCDOT) "Standard Specifications For Highway Construction," latest edition with revisions and supplements.

2.3 COARSE AGGREGATE

- A. All materials and products used shall comply with pertinent sections of the South Carolina Department of Transportation's (SCDOT) "Standard Specifications For Highway Construction," latest edition with revisions and supplements.

2.4 COMPOSITE MIXTURE

- A. All materials and products used shall comply with pertinent sections of the South Carolina Department of Transportation's (SCDOT) "Standard Specifications For Highway Construction," latest edition with revisions and supplements.

2.5 PRIME ASPHALT

- A. All materials and products used shall comply with pertinent sections of the South Carolina Department of Transportation's (SCDOT) "Standard Specifications For Highway Construction," latest edition with revisions and supplements.
- B. Provide prime coat from a supplier listed on the most recent edition of SCDOT Qualified Product List 38.

PART 3 - EXECUTION

3.1 PREPARATION OF SUBGRADE

- A. Proofroll all areas to receive crushed stone paving.
 - 1. Make not less than three passes over the full area, using a 35 to 50 ton rubber tired roller.
- B. Remove all soft, unstable or unsuitable material that will not compact readily.
 - 1. Remove to full depth of unsuitable material, or to a depth of 30", whichever is less.
 - 2. Replace with satisfactory materials.
- C. Fill all holes, ruts or depressions which develop in the subgrade with approved on-site material, bringing subgrade to indicated line and grades.
- D. Compact subgrade using suitable construction procedures to provide not less than 95% Standard Proctor Maximum Dry Density.
- E. Seal roll the subgrade surface with a steel wheel roller, sealing the surface against excessive water infiltration.

3.2 PLACING AND MIXING OF PAVING MATERIAL

- A. Place aggregates using spreader boxes or other approved spreaders uniformly on one operation.

- B. Take care to avoid segregation of the fine from the coarse aggregate during handling, spreading or shaping operations.
- C. Mix, while at proper moisture, with motor grader or other equipment and maintain to required section and grade until thoroughly compacted.

3.3 ROLLING AND COMPACTING

- A. Perform using 3-wheel steel wheel roller weighing not less than 10 tons, tandem roller weighing at least 8 tons, or other rollers approved by the Engineer.
- B. Start rolling at edges and proceed toward the center, continue rolling until aggregates are firmly keyed or set.
- C. When initial compaction is completed, should voids remain, place fine aggregates on the surface in an amount only sufficient to fill the voids.
- D. Broom, wet and roll until coarse aggregate is set, bonded and thoroughly compacted for full width and depth.
- E. Compact stone base course to provide not less than 100% Modified Proctor Maximum Dry Density.

3.4 ALLOWABLE TOLERANCES

- A. Thickness tolerance: Provide the compacted thicknesses shown on the Drawings within a tolerance of minus 1/2".
 - 1. Depth measurements will be made by digging through the base at intervals no closer than 250', nor greater than 500' apart.
 - 2. Where thickness is less than depth specified minus 1/2", it shall be corrected as directed by the Engineer.
- B. Smoothness tolerance: Provide the lines and grades shown on the Drawings within a tolerance of 3/8" in 10', parallel to the center line of the roadway nor more than 1/2" from a template conforming to the cross sections shown on the plans.
- C. Deviations: Correct by removing materials, replacing with new materials, and reworking or recompacting as required.

3.5 PLACING PRIME COAT

- A. Allow base course to season sufficiently to permit uniform penetration.
- B. Do not apply to wet surfaces or when the temperature is below 60°F in the shade and falling, or below 55°F in the shade and rising.
- C. Clean surfaces of all dust, dirt, clay, etc. using mechanical brooms, etc.
- D. Apply prime material, using pneumatic mounted distributors, at a rate of 0.25 to 0.30 gallon per square yard.

- E. Permit no traffic on primed surfaces until bituminous material has penetrated and dried sufficiently that it does not pick up under traffic.

3.6 MEASUREMENT AND PAYMENT

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

END OF SECTION

SECTION 32 12 20
MILLING, CUTTING AND REPLACING PAVEMENTS

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work included: Milling, cutting and replacement of existing pavements for installation of utility lines, as specified herein, and as needed for a complete and proper installation of transitions to existing pavement at project boundaries.
- B. Related work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these specifications.
 - 2. Section 31 30 02 - Trenching, Backfilling for Utilities.
 - 3. Section 32 12 16 - Asphalt Paving.

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 for proper performance of the work of this Section.

1.3 SUBMITTALS

- A. Not Used.

1.4 PRODUCT HANDLING

- A. Not Used.

1.5 WARRANTY

- A. All remove and replace pavement work shall be warranted for two years beginning on the date of acceptance by the Owner.

PART 2 - PRODUCTS

2.1 CONCRETE

- A. Comply with Section 03 30 00, using strength specified herein.

2.2 ASPHALTIC CONCRETE

- A. Comply with Section 32 12 16.

2.3 AGGREGATE BASE COURSE WITH PRIME

- A. Comply with Sections 32 12 16 and 32 12 17.

PART 3 - EXECUTION

3.1 GENERAL

- A. Remove to neat lines and dispose of as directed.
- B. Replace with bases and pavements as required by Sections 32 12 16 and 32 12 17 and the Construction Plans.

3.2 CUTTING

- A. Asphalt pavement or base:
 - 1. Cut on straight and true lines, to a minimum depth of 2", using powered concrete saw.
 - 2. Shear off remaining depth with pneumatic tools.
- B. Concrete sidewalks shall be removed back to the nearest joint on each side of the crossing.
- C. Cut to straight and true lines with powered concrete saw.

3.3 MILLING

- A. Use self-propelled milling equipment capable of maintaining accurate cut depth and slope and providing smooth cut edges.
- B. Ensure the equipment can accurately and adequately establish profile grade and control cross slope.
- C. Equip the milling machine with integral material pickup and truck discharges.
- D. Ensure the milling machine has effective means for dust control.
- E. Material size to comply with SCDOT specifications.
- F. All asphalt pavement designated for milling, unless otherwise provided, must be disposed of by the Contractor at no additional cost to the Owner.

3.4 REPLACEMENT

- A. Concrete sidewalks:
 - 1. Replace with 4000 psi concrete.
 - 2. Depth shall be equal to existing section removed, but not less than 4".
 - 3. Finish surface to match existing sidewalk.
- B. Flexible pavements:
 - 1. Compact subgrade according to Section 31 10 01.

2. Undercut each edge 6" to form a shelf.
3. Reconstruct roadway according to details shown on the Construction Plans.
4. Taper resurfacing to existing pavement evenly for a distance of 50 feet beyond repaired area, or as shown on the Construction Plans.
5. Comply with Section 32 12 16.

3.5 MEASUREMENT AND PAYMENT

- A. No separate measurement or 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 32 17 23
PAVEMENT MARKINGS**

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work included: Prepare and paint the asphaltic concrete and/or concrete traffic or parking surfaces as indicated or specified and as needed for a complete and proper installation. This will include the following:
 - 1. 24" wide, white stop lines at all stop signs.
 - 2. White parking spaces.
 - 3. ADA parking spaces.
 - 4. Crosswalks.
 - 5. Miscellaneous Pavement Markings.

- B. Related work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.
 - 2. Section 32 12 16 - Asphalt Concrete.

1.2 QUALITY ASSURANCE

- A. Use thermoplastic materials where required on the most recent edition of the SCDOT Qualified Product List 47.

- B. Referenced manufacturer is Sherwin Williams of Cleveland, OH. Equal products of other manufacturers may be provided upon approval by the Engineer.

- C. 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. Not Used.

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

1.4 PRODUCT HANDLING

- A. Not Used.

- B. Deliver all material to site in original, new, unopened containers, labeled and bearing manufacturer's name, stock number, product, brand name, contents by volume for major constituents, instructions for mixing, reducing and application instructions.
- C. Provide secure and adequate storage facilities for all materials stored on site.

PART 2 - PRODUCTS

2.1 PAINT MATERIALS

- A. Provide temporary paint and thermoplastic materials conforming to Section 609 of the SCDOT's "Standard Specifications for Highway Construction" and latest revisions and supplements.
- B. Provide permanent thermoplastic materials conforming to Section 627 of the SCDOT's "Standard Specifications for Highway Construction" and latest revisions and supplements. Provide thermoplastic material from sources listed on the most recent edition of the SCDOT Qualified Product List 47
- C. Provide reflective striping as specified or indicated on the plans and details containing properly graded glass spheres or beads.
- D. Provide colors and materials as indicated on the plans and details or follow SCDOT standard specifications, if not shown on plans.

2.2 REFLECTIVE GLASS BEADS

- A. Reflective glass spheres shall be properly graded and Conform to Sections 625 and 627 of the SCDOT's "Standard Specifications for Highway Construction" and latest revisions and supplements.

2.3 PERMANENT RAISED PAVEMENT MARKERS

- A. Provide permanent raised pavement markers in accordance with SCDOT "Standard Specifications for Highway Construction," Section 605, Latest Edition.

2.4 ROADWAY SIGNAGE AND STRIPING

- A. Roadway signage and striping shall conform to the FHWA Manual on Uniform Traffic Control Devices for Streets and Highways, Latest Edition.

PART 3 - EXECUTION

3.1 SURFACE CONDITIONS

- A. Surfaces to be painted are to be free of dirt, grease, oil and grit.
- B. New asphalt surfaces are to be adequately cured before application of paint. Apply a test stripe in an inconspicuous area and allow for complete drying to determine readiness for painting.

3.2 ENVIRONMENTAL CONDITIONS

- A. Do not apply paint when the temperature is below 50°F or when the relative humidity is above 85% or when the dew point is within 5°F of the surface temperature.

3.3 MATERIAL PREPARATIONS

- A. Mix and prepare paint material in strict accordance with the manufacturer's recommendations.
- B. When not in use, store materials in tightly covered containers.
- C. Follow all manufacturers' safety, handling and disposal recommendations.

3.4 APPLICATION

- A. Paint with mechanical equipment designed to apply traffic lane material with glass spheres in a uniform width with straight, neat edges.
- B. Apply binder coat at the manufacturer's recommended rate but not less than 15 mils unless approved by the Engineer.
- C. Glass spheres shall be applied, immediately after the striping paint has been applied, through a pressurized glass gun set 1" to 4" behind the paint spray gun. Other methods may be acceptable if approved by the Engineer.
- D. Glass spheres shall be applied according to Section 625 and 627 of the SCDOT's "Standard Specifications for Highway Construction," and latest revisions and supplements.

3.5 PROTECTION OF FINISH

- A. Provide temporary barriers and/or traffic control to prevent damage or traffic pick-up of paint until paint has dried to a state where no traffic pick-up occurs.

3.6 TOUCH UP

- A. After complete drying of the initial paint application, touch up any damaged areas being careful to maintain uniform stripe alignment.

- B. Remove or paint over in black any excess spray, spills, or traffic tracking of paint into areas not intended to receive paint.

3.7 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 33 41 00
STORM DRAINAGE SYSTEM

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. Reinforced concrete pipe (RCP):
1. Pipe to comply with ASTM C-76 for Class III, Wall B (unless higher class is indicated on the drawings).
 2. Furnish pipe with joints designed for flexible watertight gaskets.
 3. Provide integral bell and spigot or tongue and groove joints.
 4. Provide gaskets on all pipe:
 - a. O-ring rubber complying with ASTM C-443; or
 - b. Preformed plastic gaskets complying with AASHTO Designation M-198 for Type B, Flexible Plastic Gasket.
- B. 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, manholes, junction boxes, etc., and associated inlet castings, steps, frames, covers, etc., shall be as approved by SCDOT.
- B. All other precast structures (i.e., headwalls, flared end sections, etc.) shall be approved by Engineer prior to installation.

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 02221 and Section 02616 of these specifications, and the following requirements:
 - 1. Maximum trench widths, depths, bedding and tamping methods and requirements shall be in accordance with the details in the plans or as required by the SCDOT "Standard Specifications for Highway Construction" latest edition.
Additionally:
 - a. Where trenches are excavated beyond specified widths, or trench walls collapse, lay sewer complying with requirements of the next better class of bedding at no additional cost to the Owner.
 - b. Include cost of special bedding and tamping in unit prices bid for sewer.
- B. Pipe laying:
 - 1. General:
 - a. Protect pipe during handling against shocks and free fall. Remove extraneous material from the pipe interior.
 - b. Lay pipe by proceeding upgrade with the spigot ends of bell-and-spigot pipe pointing in direction of flow.
 - c. Lay each pipe accurately to the indicated line and grade, aligning so the sewer has a uniform invert.

- d. Continually clear interior of the pipe free from foreign material.
 - e. Before making pipe joints, clean and dry all surfaces of the pipe to be joined.
 - f. Use gasket lubricants or joint primers as recommended by the pipe manufacturer.
 - g. Place, fit, join and adjust the joints to obtain the degree of water tightness required.
2. Reinforced concrete pipe (RCP):
- a. Select proper bedding class from preceding table as determined by pipe size and depth of cut.
 - b. Provide uniform and continuous support of pipe barrel between bell holes when utilizing Class D bedding.
 - c. Joints:
 - 1) O-ring gaskets: Lubricate and install gaskets in accordance with manufacturer's recommendations.
 - a) Align the pipe with previously installed pipe, and push the joint together. Using feeler gage, determine that gasket is properly fitted.
 - 2) Preformed plastic gaskets:
 - a) Apply primer to clean, dry joint surfaces and allow to dry.
 - b) Attach plastic strips end to end to the leading edge of the tongue, forming a continuous gasket around the entire circumference of the joint.
 - c) Align pipe with previously laid joint and push the joint together. Sufficient pressure shall be applied to assure the joint is home and slight squeeze out of the gasket materials occurs.
3. 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.

3.3 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.

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