

PROJECT MANUAL

FOR

**Practice Field Upgrades
H17-H125-MJ**

July 2, 2021



**COASTAL
CAROLINA
UNIVERSITY**

**PO BOX 261954
Conway, SC 29528
843-349-2152**

**CHA Consulting, Inc.
110 Traders Cross, Suite 201
Bluffton, SC 29909
843-705-8020**

TABLE OF CONTENTS

PROJECT NAME: PRACTICE FIELD UPGRADES

PROJECT NUMBER: H17-N125-MJ

<u>SECTION</u>	<u>NUMBER OF PAGES</u>
Table of Contents.....	3
SE-310, Invitation for Design-Bid-Build Construction Services	1
AIA Document A701 Instructions to Bidders South Carolina Division of Procurement Services, Office of State Engineer Version	13
Bid Bond (AIA A310 or reference).....	1
SE-330, Lump Sum Bid Form	4
AIA Document A101 Standard Form of Agreement between Owner and Contractor (Including Exhibit A) South Carolina Division of Procurement Services, Office of State Engineer Version	14
AIA Document A201 General Conditions of the Contract for Construction South Carolina Division of Procurement Services, Office of State Engineer Version	46
Attachment "A" for OSE AIA A2021-2017 OSE Version.....	1
.....	
SE-355, Performance Bond.....	2
SE-357, Labor & Material Payment Bond	2
SE-380, Change Order to Design-Bid-Build Construction Contract.....	1

TECHNICAL SPECIFICATIONS

DIVISION 01 - GENERAL REQUIREMENTS	
SECTION 011000 - SUMMARY	2
SECTION 013000 - PROJECT MANAGEMENT AND COORDINATION	4
SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION	4
SECTION 013300 - SUBMITTAL PROCEDURE	6
SECTION 014000 - QUALITY REQUIREMENTS	4
SECTION 016000 - PRODUCT REQUIREMENTS	5
SECTION 017300 - EXECUTION REQUIREMENTS	5
SECTION 017700 - CLOSEOUT PROCEDURES	4
DIVISION 11 - EQUIPMENT	
SECTION 116833 - OUTDOOR SPORTS EQUIPMENT	2
DIVISION 31 - EARTHWORK	
SECTION 311000 - SITE CLEARING	4
SECTION 312000 - EARTH MOVING	6
SECTION 312333 - TRENCHING AND BACKFILLING	6
DIVISION 32 - EXTERIOR IMPROVEMENTS	
SECTION 321613.16 - CAST-IN-PLACE CONCRETE CURBING	5
SECTION 321813 - SYNTHETIC TURF PLAYING FIELD SYSTEM	9
SECTION 321814 - SYNTHETIC TURF SUBSURFACE DRAINAGE SYSTEM	14
SECTION 323113 - CHAIN LINK FENCE AND GATES (REFERENCE ONLY - OPOI)	7
SECTION 328425 - IRRIGATION	8
DIVISION 33 - UTILITIES	
SECTION 330500 - COMMON WORK RESULTS FOR UTILITIES	5
SECTION 334100-20 - HIGH DENSITY POLYETHYLENE STORM UTILITY DRAIN PIPE	3

SE-310

INVITATION FOR DESIGN-BID-BUILD CONSTRUCTION SERVICES

AGENCY/OWNER: Coastal Carolina UniversityPROJECT NAME: Practice Field UpgradesPROJECT NUMBER: H17-N125-MJ CONSTRUCTION COST RANGE: \$ 800,000 to \$ 900,000 N/A PROJECT LOCATION: 829 Hwy 544, Conway, SC 29526DESCRIPTION OF PROJECT/SERVICES: Strip and remove approx. 3,000 CY of topsoil from practice field, installing storm drainage, underdrains, perimeter curbing, 8" depth base stone, and 120,800 SF of synthetic field turf. Goal post, field lines for football, soccer and lacrosse and quick connections for irrigation are included.BID/SUBMITTAL DUE DATE: 8/24/2021 TIME: 2:00 PM NUMBER OF COPIES: 1PROJECT DELIVERY METHOD: Design-Bid-BuildAGENCY PROJECT COORDINATOR: Mark AvantEMAIL: avant@coastal.eduTELEPHONE: 843-349-2152DOCUMENTS MAY BE OBTAINED FROM: https://www.coastal.edu/facilities/projects/

BID SECURITY IS REQUIRED IN AN AMOUNT NOT LESS THAN 5% OF THE BASE BID.

PERFORMANCE AND LABOR & MATERIAL PAYMENT BONDS: The successful Contactor will be required to provide Performance and Labor and Material Payment Bonds, each in the amount of 100% of the Contract Price.

DOCUMENT DEPOSIT AMOUNT: \$ -0- 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.

Agency WILL NOT accept Bids sent via email.

*All questions & correspondence concerning this Invitation shall be addressed to the A/E.*A/E NAME: CHA Consulting, Inc., 110 Traders Cross, Suite 201, Bluffton, SC 29909A/E CONTACT: Patrick Graham, PEEMAIL: PGraham@chacompanies.comTELEPHONE: 912-429-5796PRE-BID CONFERENCE: Yes No MANDATORY ATTENDANCE: Yes No PRE-BID DATE: 8/10/2021TIME: 11:00 AMPRE-BID PLACE: Athletic practice fields, 829 Hwy 544, Conway, SC 29526BID OPENING PLACE: Facilities 1 Conference Room, 755 Hwy 544, Conway, SC 29526

BID DELIVERY ADDRESSES:

HAND-DELIVERY:

Attn: Mark AvantFacilities 1 Building, 755 Hwy 544Conway, SC 29526

MAIL SERVICE:

Attn: Mark AvantPO Box 261954Conway, SC 29528IS PROJECT WITHIN AGENCY CONSTRUCTION CERTIFICATION? (Agency MUST check one) Yes No APPROVED BY: 
(OSE Project Manager)DATE: 7/30/21

South Carolina Division of Procurement
Services, Office of State Engineer Version of
 AIA[®] Document A701[™] – 2018

Instructions to Bidders

This version of AIA Document A701[™]–2018 is modified by the South Carolina Division of Procurement Services, Office of State Engineer (“SCOSE”). Publication of this version of AIA Document A701–2018 does not imply the American Institute of Architects’ endorsement of any modification by SCOSE. A comparative version of AIA Document A701–2018 showing additions and deletions by SCOSE is available for review on the SCOSE Web site.

Cite this document as “AIA Document A701[™]– 2018, Instructions to Bidders — SCOSE Version,” or “AIA Document A701[™]–2018 — SCOSE Version.”

South Carolina Division of Procurement Services, Office of State Engineer Version of AIA Document A701™ – 2018

Instructions to Bidders

for the following Project:

(Name, State Project Number, location, and detailed description)

Practice Field Upgrades
H17-N125-MJ
829 Hwy 544, Conway, SC 29526

THE OWNER:

(Name, legal status, address, and other information)

Coastal Carolina University
PO Box 261954
Conway, SC 29528-6054

The Owner is a Governmental Body of the State of South Carolina as defined by S.C. Code Ann. § 11-35-310.

THE ARCHITECT:

(Name, legal status, address, and other information)

CHA Consulting, Inc
110 Traders Cross, Suite 201
Bluffton, SC 29909

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

TABLE OF ARTICLES

- 1 DEFINITIONS
- 2 BIDDER'S REPRESENTATIONS
- 3 BIDDING DOCUMENTS
- 4 BIDDING PROCEDURES
- 5 CONSIDERATION OF BIDS
- 6 POST-BID INFORMATION
- 7 PERFORMANCE BOND AND PAYMENT BOND
- 8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

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ARTICLE 1 DEFINITIONS

§ 1.1 Bidding Documents include the Bidding Requirements and the Proposed Contract Documents. The Bidding Requirements consist of the advertisement or invitation to bid, Instructions to Bidders, supplementary instructions to bidders, the bid form, and any other bidding forms. The Proposed Contract Documents consist of the unexecuted form of Agreement between the Owner and Contractor and that Agreement's Exhibits, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda, and all other documents enumerated in Article 8 of these Instructions.

§ 1.1.1 Any reference in this document to the Agreement between the Owner and Contractor, AIA Document A101, or some abbreviated reference thereof, shall mean the AIA Document A101-2017 Standard Form of Agreement Between Owner and Contractor, SCOSE Version. Any reference in this document to the General Conditions of the Contract for Construction, AIA Document A201, or some abbreviated reference thereof, shall mean the AIA Document A201-2017 General Conditions of the Contract for Construction, SCOSE Version.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, or in other Proposed Contract Documents apply to the Bidding Documents.

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

§ 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, to which Work may be added or deleted by 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, or that does not change, 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 By submitting a Bid, the Bidder represents that:

- .1 the Bidder has read and understands the Bidding Documents;
- .2 the Bidder understands how the Bidding Documents relate to other portions of the Project, if any, being bid concurrently or presently under construction;
- .3 the Bid complies with the Bidding Documents;
- .4 the Bidder has visited the site, become familiar with local conditions under which the Work is to be performed, has correlated the Bidder's 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 S.C. Code Ann. Reg. 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;
- .5 the Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception;
- .6 the Bidder has read and understands the provisions for liquidated damages, if any, set forth in the form of Agreement between the Owner and Contractor; and
- .7 the Bidder understands that it may be required to accept payment by electronic funds transfer (EFT).

§ 2.2 Certification of Independent Price Determination

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

§ 2.2.2 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.

§ 2.2.3 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 2.2.2 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 2.2.2 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 2.2.3.2 of this certification have not participated, and will not participate, in any action contrary to Section 2.2.2 of this certification; and
- .4 As an agent, has not personally participated, and will not participate, in any action contrary to Section 2.2.2 of this certification.

§ 2.2.4 If the Bidder deletes or modifies Section 2.2.2.2 of this certification, the Bidder must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

§ 2.2.5 Drug Free Workplace Certification

By submitting a Bid, the Bidder certifies that, if awarded a contract, Bidder will comply with all applicable provisions of The Drug-free Workplace Act, S.C. Code Ann. 44-107-10, et seq.

§ 2.2.6 Certification Regarding Debarment and Other Responsibility Matters

§ 2.2.6.1 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 2.2.6.1.1.2 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.
- .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).

§ 2.2.6.2 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.

§ 2.2.6.3 If Bidder is unable to certify the representations stated in Section 2.2.6.1, 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 non-responsible.

§ 2.2.6.4 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 2.2.6.1 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.

§ 2.2.6.5 The certification in Section 2.2.6.1 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.

§ 2.2.7 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 SC Code of Laws, as amended (Ethics Act). The following statutes require special attention: S.C. Code Ann. §8-13-700, regarding use of official position for financial gain; S.C. Code Ann. §8-13-705, regarding gifts to influence action of public official; S.C. Code Ann. §8-13-720, regarding offering money for advice or assistance of public official; S.C. Code Ann. §8-13-755 and §8-13-760, regarding restrictions on employment by former public official; S.C. Code Ann. §8-13-775, prohibiting public official with economic interests from acting on contracts; S.C. Code Ann. §8-13-790, regarding recovery of kickbacks; S.C. Code Ann. §8-13-1150, regarding statements to be filed by consultants; and S.C. Code Ann. §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 S.C. Code Ann. §8-13-1150 to the Procurement Officer at the same time the law requires the statement to be filed.

§ 2.2.8 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.

§ 2.2.8.1 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.

§ 2.2.8.2 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.

§ 2.2.8.3 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. SC Regulation 19-445.2165(C) broadly defines the term donor.

§ 2.2.9 Open Trade Representation

By submitting a Bid, the Bidder represents that Bidder 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 S.C. Code Ann. §11-35-5300.

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 Distribution

§ 3.1.1 Bidders shall obtain complete Bidding Documents from the issuing office designated in the advertisement or invitation to bid, for the deposit sum, if any, stated therein.

§ 3.1.2 Any required deposit shall be refunded to all plan holders who return the paper Bidding Documents in good condition within ten (10) days after receipt of Bids. The cost to replace missing or damaged paper documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the paper Bidding Documents, and the Bidder's deposit will be refunded.

§ 3.1.3 Reserved

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

§ 3.1.5 The Bidding Documents will be available for the sole purpose of obtaining Bids on the Work. No license or grant of use is conferred by distribution of the Bidding Documents.

§ 3.1.6 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 Modification or Interpretation of Bidding Documents

§ 3.2.1 The Bidder shall carefully study the Bidding Documents, shall examine the site and local conditions, and shall notify the Architect of errors, inconsistencies, or ambiguities discovered and request clarification or interpretation pursuant to Section 3.2.2. 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 Architect's attention prior to Bid Opening.

§ 3.2.2 Requests for clarification or interpretation of the Bidding Documents shall be submitted by the Bidder in writing and shall be received by the Architect at least ten (10) days prior to the date for receipt of Bids.

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

§ 3.2.4 As provided in S.C. Code Ann. Reg. 19-445.2042(B), nothing stated at the Pre-bid conference shall change the Bidding Documents unless a change is made by 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. Where "brand name or equal" is used in the Bidding Documents, the listing description is not intended to limit or restrict competition.

§ 3.3.2 Substitution Process

§ 3.3.2.1 Written requests for substitutions shall be received by the Architect at least ten (10) days prior to the date for receipt of Bids. Requests shall be submitted in the same manner as that established for submitting clarifications and interpretations in Section 3.2.2.

§ 3.3.2.2 Bidders shall submit substitution requests on a Substitution Request Form if one is provided in the Bidding Documents.

§ 3.3.2.3 If a Substitution Request Form is not provided, requests shall include (1) the name of the material or equipment specified in the Bidding Documents; (2) the reason for the requested substitution; (3) a complete description of the proposed substitution including the name of the material or equipment proposed as the substitute, performance and test data, and relevant drawings; and (4) any other information necessary for an evaluation. The request shall include a statement setting forth changes in other materials, equipment, or other portions of the Work, including changes in the work of other contracts or the impact on any Project Certifications (such as LEED), that will result from incorporation of the proposed substitution.

§ 3.3.2.4 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 to bid.

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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. 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.

§ 3.3.3 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.

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

§ 3.3.5 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 Bidders known by the issuing office to have received complete Bidding Documents.

§ 3.4.2 Addenda will be available where Bidding Documents are on file.

§ 3.4.3 Addenda will be issued at least five (5) business days before the day of the Bid Opening, except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids. A business day runs from midnight to midnight and excludes weekends and state and federal holidays.

§ 3.4.4 Prior to submitting a Bid, each Bidder shall ascertain 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 an Addendum prior to the original Bid Date, the Owner will notify prospective Bidders by telephone or other appropriate means with immediate follow up with an 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) business 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 in the county in which Bids are to be received at the time a pre-bid or pre-proposal conference is scheduled, an Addendum will be issued to reschedule the conference. Bidders shall visit <https://www.scemd.org/closings/> for information concerning closings.

ARTICLE 4 BIDDING PROCEDURES

§ 4.1 Preparation of Bids

§ 4.1.1 Bids shall be submitted on the forms included with or identified in the Bidding Documents.

§ 4.1.2 All blanks on the Bid Form shall be legibly executed. Paper bid forms shall be executed in a non-erasable medium.

§ 4.1.3 Sums shall be expressed in numbers.

§ 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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§ 4.1.6 Pursuant to S.C. Code Ann. § 11-35-3020(b)(i), as amended, Section 7 of the Bid Form sets forth a list of proposed subcontractors for which the Bidder is required to identify those subcontractors the Bidder will use to perform the work listed. 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 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 as required by law at the time of bidding.

§ 4.1.8 Each copy of the Bid shall state the legal name and legal status of the Bidder. Each copy of the Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract.

§ 4.1.9 A Bidder shall incur all costs associated with the preparation of its Bid.

§ 4.2 Bid Security

§ 4.2.1 If required by the invitation to bid, 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.

§ 4.2.2 The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and shall, 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.

§ 4.2.3 If a surety bond is required as bid security, 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 an acceptable 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.

§ 4.2.4 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; (b) the specified time has elapsed so that Bids may be withdrawn; or (c) all Bids have been rejected.

§ 4.2.5 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.

§ 4.3 Submission of Bids

§ 4.3.1 A Bidder shall submit its Bid as indicated below:

§ 4.3.2 All paper copies of the Bid, the bid security, 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 to bid. 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 sealed envelope shall be labelled "SEALED 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 to bid prior to the time of the Bid Opening.

§ 4.3.3 Bids shall be submitted by the date and time and at the place indicated in the invitation to bid. Bids submitted after the date and time for receipt of Bids, or at an incorrect place, will not be accepted.

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

§ 4.3.5 A Bid submitted by any method other than as provided in this Section 4.3 will not be accepted. Oral, telephonic, telegraphic, facsimile or other electronically transmitted bids will not be considered.

§ 4.3.6 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 Prior to the date and time designated for receipt of Bids, a Bidder may submit a new Bid to replace a Bid previously submitted, or withdraw its Bid entirely, by notice to the party designated to receive the Bids. Such notice shall be received and duly recorded by the receiving party on or before the date and time set for receipt of Bids. The receiving party shall verify that replaced or withdrawn Bids are removed from the other submitted Bids and not considered. Notice of submission of a replacement Bid or withdrawal of a Bid shall be worded so as not to reveal the amount of the original Bid.

§ 4.4.2 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids in the same format as that established in Section 4.3, provided they fully conform with these Instructions to Bidders. Bid security shall be in an amount sufficient for the Bid as resubmitted.

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 Opening of Bids

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

§ 5.1.1 At Bid Opening, the Owner will announce the date and location of the posting of the Notice of Intend to Award. If the Owner determines to award the Project, the Owner will, after posting a Notice of Intend to Award, send a copy of the Notice to all Bidders.

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

§ 5.1.3 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 Owner's 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 responsive and responsible Bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed available funds. 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 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 lowest responsive and responsible 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 Reserved

§ 6.3 Submittals

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

- .1 a designation of the Work to be performed with the Bidder's own forces;
- .2 names of the principal products and systems proposed for the Work and the manufacturers and suppliers of each; 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.

§ 6.4 Posting of Intent To Award

The Notice of Intent to Award will be posted at the following location:

Room or Area of Posting: Lobby of Facilities 1 Building

Building Where Posted: Winyah House (Facilities 1)

Address of Building: 102 Shop Road, Conway, SC 29526

WEB site address (if applicable): <https://www.coastal.edu/facilities/projects/>

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

§ 6.5 Protest of Solicitation or Award

§ 6.5.1 If you are aggrieved in connection with the solicitation or award of a contract, you may be entitled to protest, but only as provided in S.C. Code Ann. § 11-35-4210. To protest a solicitation, you must submit a protest within fifteen (15) days of the date the applicable solicitation document is issued. To protest an award, you must (i) submit notice of your intent to protest within seven (7) business days of the date the award notice is posted, and (ii) submit your actual protest within fifteen (15) days of the date the award notice is posted. Days are calculated as provided in Section 11-35-310(13). Both protests and notices of intent to protest must be in writing and must be received by the State Engineer within the time provided. The grounds of the protest and the relief requested must be set forth with enough particularity to give notice of the issues to be decided.

§ 6.5.2 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.

§ 7.1.2 If the furnishing of such bonds is stipulated in the Bidding Documents, the cost shall be included in the Bid.

§ 7.1.3 The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the state of South Carolina.

§ 7.1.4 Unless otherwise indicated below, the Penal Sum of the Payment and Performance Bonds shall be the amount of 100% of the Contract Sum.

§ 7.2 Time of Delivery of Contract, Certificates of Insurance, and Form of Bonds

§ 7.2.1 Following expiration of the protest period, the Owner will forward the Contract for Construction to the Bidder for signature. The Bidder shall return the fully executed Contract for Construction to the Owner within seven (7) days. 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 Unless otherwise provided, the bonds shall be written on the Performance Bond and Payment Bond forms included in the Bid Documents.

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

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

ARTICLE 8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

§ 8.1 Copies of the proposed Contract Documents have been made available to the Bidder and consist of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor, SCOSE Version.
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds, SCOSE Version.
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction, SCOSE Version.
- .4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit
- .5 Drawings

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

- .6 Specifications

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

.7 Addenda:

Number	Date	Pages
--------	------	-------

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:

The Sustainability Plan:

Supplementary and other Conditions of the Contract:

.9 Other documents listed below:

(List here any additional documents that are intended to form part of the Proposed Contract Documents.)

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: SC Code of Laws §12-8-550 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 Submitting Confidential Information

§ 9.2.1 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 SC Code of Laws §11-35-410.

§ 9.2.2 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 SC Code of Laws §39-8-20.

§ 9.2.3 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 SC Code of Laws §11-35-1810.

§ 9.2.4 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.

§ 9.2.5 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 (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.

§ 9.2.6 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".

§ 9.2.7 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".

§ 9.3 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.

§ 9.4 Builder's Risk Insurance

Bidders are directed to Exhibit A of the AIA Document A101, 2017 SCOSE Version, which, unless provided otherwise in the Bid Documents, requires the contractor to provide builder's risk insurance on the project.

§ 9.5 Tax Credit For Subcontracting With Minority Firms

§ 9.5.1 Pursuant to S.C. Code Ann. §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.

§ 9.5.2 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.

§ 9.5.3 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: S.C. Code Ann. §11-35-5010 – Definition for Minority Subcontractor & S.C. Code Ann. §11-35-5230 (B) – Regulations for Negotiating with State Minority Firms.

§ 9.6 Other Special Conditions Of The Work

NOTE: AIA A310-2010, BID BOND

CONTRACTOR TO PROVIDE

BID BOND

in the Form of

AIA A310-2010

SE-330 LUMP SUM BID FORM

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

BID SUBMITTED BY: _____
(Bidder's Name)

BID SUBMITTED TO: Coastal Carolina University
(Agency's Name)

FOR: PROJECT NAME: Practice Field Upgrades
PROJECT NUMBER: H17-N125-MJ

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 Agency 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 Agency.

§ 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): Strip and remove approx. 3,000 CY of topsoil from practice field, installing storm drainage, underdrains, perimeter curbing, 8" depth base stone, and 120,800 SF of synthetic field turf. Goal post, field lines for football, soccer and lacrosse and quick connections for irrigation are included.

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

(Bidder to insert Base Bid Amount on line above)

**SE-330
LUMP SUM BID FORM**

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

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

ALTERNATE # 1 (Brief Description): _____

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

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

ALTERNATE # 2 (Brief Description): _____

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

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

ALTERNATE # 3 (Brief Description): _____

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

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

§ 6.3 **UNIT PRICES:**

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

<u>No.</u>	<u>ITEM</u>	<u>UNIT OF MEASURE</u>	<u>ADD</u>	<u>DEDUCT</u>
<u>1.</u>	_____	_____	<u>\$</u> _____	<u>\$</u> _____
<u>2.</u>	_____	_____	<u>\$</u> _____	<u>\$</u> _____
<u>3.</u>	_____	_____	<u>\$</u> _____	<u>\$</u> _____
<u>4.</u>	_____	_____	<u>\$</u> _____	<u>\$</u> _____
<u>5.</u>	_____	_____	<u>\$</u> _____	<u>\$</u> _____
<u>6.</u>	_____	_____	<u>\$</u> _____	<u>\$</u> _____

**SE-330
LUMP SUM BID FORM**

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

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

(A) SUBCONTRACTOR LICENSE CLASSIFICATION or SUBCLASSIFICATION NAME <i>(Completed by Agency)</i>	(B) LICENSE CLASSIFICATION or SUBCLASSIFICATION ABBREVIATION <i>(Completed by Agency)</i>	(C) SUBCONTRACTOR and/or PRIME CONTRACTOR <i>(Required - must be completed by Bidder)</i>	(D) SUBCONTRACTOR'S and/or PRIME CONTRACTOR'S SC LICENSE NUMBER <i>(Requested, but not Required)</i>
BASE BID			
ALTERNATE #1			
ALTERNATE #2			
ALTERNATE #3			

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

SE-330 LUMP SUM BID FORM

INSTRUCTIONS FOR SUBCONTRACTOR LISTING

1. Section 7 of the Bid Form sets forth an Agency-developed list of subcontractor license classifications or subclassifications for which Bidder is required to identify the entity (subcontractor(s) and/or himself) Bidder will use to perform this work.
 - a. **Columns A & B:** The Agency fills out these columns to identify the subcontractor license classification/subclassification and related license abbreviation for which the Bidder must list either a subcontractor or himself as the entity that will perform this work. In Column A, the subcontractor license classification/subclassification is identified by name and in Column B, the related contractor license abbreviation (per Title 40 of the SC Code of Laws) is listed. Abbreviations of licenses can be found at: <https://lir.sc.gov/clb/PDFFiles/CLBClassificationAbbreviations.pdf>. If the Agency has not identified a subcontractor license classification/subclassification, 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 license listed by the Agency in Columns A & B. Bidder must identify only the subcontractor(s) who will perform the work and no others. Bidders must 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 additional information 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 that includes the license classification and/or subclassification identified by the Agency in Columns A & B. The subcontractor license must also be within the appropriate license group for the work. If Bidder lists a subcontractor who is not qualified to perform the work, the Bidder will be rejected as non-responsible.
4. **Use of Own forces:** If, under the terms of the Bidding Documents and SC Contractor Licensing laws, Bidder is qualified to perform the work of a listed subcontractor classification or subclassification and Bidder does not intend to subcontract such work but to use Bidder's own employees to perform such work, the Bidder must insert itself in the space provided.
5. **Use of Multiple Subcontractors:**
 - a. If Bidder intends to use multiple subcontractors to perform the work of a single license classification/subclassification, 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 license classification/subclassification and to use one or more subcontractors to perform the remaining work, Bidder must insert itself and each subcontractor, preferably separating them with the word "and". Bidder must use each entity listed for the work of a single license classification/subclassification in the performance of that work.
 - b. **Optional Listing Prohibited:** Bidder may not list multiple subcontractors for a license classification/subclassification in a form that provides the Bidder the option, after bid opening or award, to choose 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 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. 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 listed in Columns A & B 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 Agency upon the Agency'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 Agency. Bidder agrees to substantially complete the Work within 84 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 Agency shall retain as Liquidated Damages the amount of \$ 100.00 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 Document 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 State Engineer Version of
 **AIA** Document A101[®] – 2017

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

This version of AIA Document A101[®]–2017 is modified by the South Carolina Division of Procurement Services, Office of State Engineer (“SCOSE”). Publication of this version of AIA Document A101–2017 does not imply the American Institute of Architects’ endorsement of any modification by SCOSE. A comparative version of AIA Document A101–2017 showing additions and deletions by SCOSE is available for review on the SCOSE Web site.

Cite this document as “AIA Document A101[®]–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum — SCOSE Version,” or “AIA Document A101[®]–2017 — SCOSE Version.”

South Carolina Division of Procurement Services, Office of State Engineer Version of AIA® Document A101® – 2017

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

AGREEMENT made as of the _____ day of _____
in the year two thousand twenty one (2021)
(In words, indicate day, month and year.)

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

Coastal Carolina University
PO Box 261954
Conway, SC 29528-6054

The Owner is a Governmental Body of the State of South Carolina as defined in
S.C. Code Ann. § 11-35-310.

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

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

Practice Field Upgrades
H17-N125-MJ
829 Hwy 544, Conway, SC 29526

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

CHA Consulting, Inc
110 Traders Cross, Suite 201
Bluffton, SC 29909

The Owner and Contractor agree as follows.

This version of AIA Document A101–2017 is modified by the South Carolina Division of Procurement Services, Office of 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 State Engineer. A comparative version of AIA Document A101–2017 showing additions and deletions by the South Carolina Division of Procurement Services, Office of 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.

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TABLE OF ARTICLES

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

EXHIBIT A 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 the AIA A101-2017 Standard Form of Agreement Between Owner and Contractor, SCOSE Version. Any reference in this document to the General Conditions of the Contract for Construction, AIA Document A201, or some abbreviated reference thereof, shall mean the AIA A201-2017 General Conditions of the Contract for Construction, SCOSE Version.

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 the Notice to Proceed for this project shall be measured from the Date of Commencement of the Work to Substantial Completion.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work within the Contract Time indicated in the Notice to Proceed.

§ 3.3.2 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

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ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum, including all accepted alternates indicated in the bid documents, 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 Alternates

§ 4.2.1 Alternates that are accepted, if any, included in the Contract Sum:

(Insert the accepted Alternates.)

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

§ 4.3 Allowances, if any, included in the Contract Sum:

(Identify each allowance.)

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

n/a

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

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

n/a

§ 4.5 Liquidated damages

§ 4.5.1 Contractor agrees that from the compensation to be paid, the Owner shall retain as liquidated damages the amount indicated in Section 9(b) of the Bid Form 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. The liquidated damages amount is intended by the parties as the predetermined measure of compensation for actual damages, not as a penalty.

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

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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 of values 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 S.C. Code Ann. § 12-8-550 (Withholding Requirements for Payments to Non-Residents), in accordance with AIA Document A201®-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 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; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold three and one-half percent (3.5%), as retainage, from the payment otherwise due.

§ 5.1.7.2 When a portion, or division, of Work as listed in the Schedule of Values is 100% complete, that portion of the retained funds which is allocable to the completed division must be released to the Contractor. No later than ten (10) days after receipt of retained funds from the Owner, the Contractor shall pay to the subcontractor responsible for such completed work the full amount of retainage allocable to the subcontractor's work.

§ 5.1.7.3 Upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7.

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner’s prior approval, 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 Article 12 of AIA Document A201–2017, 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 Claims and disputes shall be resolved in accordance with Article 15 of AIA Document A201–2017.

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 A201–2017.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner’s representative:

§ 8.2.1 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: Rein Mungo
Title: Director of Facilities
Address: PO Box 261954, Conway, SC 29528
Telephone: 843-349-2577
Email: tmungo@coastal.edu

§ 8.2.2 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: Mark Avant
Title: Director of Design & Engineering
Address: PO Box 261954, Conway, SC 29528
Telephone: 843-349-2152
Email: avant@coastal.edu

§ 8.3 The Contractor’s representative:

§ 8.3.1 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:

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Title:
Address:
Telephone:
Email:

§ 8.3.2 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:
Email:

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

§ 8.5 The Architect's representative:

Name: Patrick N. Graham, PE
Title: Vice President
Address: 110 Traders Cross, Suite 201, Bluffton, SC 29909
Telephone: 912-429-5796
Email: PGraham@chacompanies.com

§ 8.6 Insurance and Bonds

§ 8.6.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101®–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.6.2 The Contractor shall provide bonds as set forth in AIA Document A101®–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.7 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.8 Other Provisions:

§ 8.8.1 Additional requirements, if any, for the Contractor's Construction 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 milestone dates that are critical in ensuring the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents.

- .1 Upon review by the Owner and the Architect for conformance with milestone dates and Construction Time given in the Bidding Documents, with associated Substantial Completion date, the Construction Schedule shall be deemed part of the Contract Documents and attached to the Agreement as an Exhibit. If returned for non-conformance, the Construction Schedule shall be promptly revised by the Contractor in accordance with the recommendations of the Owner and the Architect and resubmitted.

- .2 The Contactor shall monitor the progress of the Work for conformance with the requirements of the Construction Schedule and shall promptly advise the Owner of any delays or potential delays. Whenever the 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 Construction Schedule to reflect such conditions.
- .3 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.
- .4 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.

§ 8.8.2 The Owner’s review of the Contractor’s schedule is not conducted for the purpose of either determining its accuracy, completeness, or approving the construction means, methods, techniques, sequences or procedures. The Owner’s review shall not relieve the Contractor of any obligations.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101®–2017, SCOSE Version Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101®–2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201®–2017, SCOSE Version General Conditions of the Contract for Construction
- .4 Form SE-390, Notice to Proceed – Construction Contract
- .5 Drawings

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

- .6 Specifications

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

- .7 Addenda, if any:

Number	Date	Pages
--------	------	-------

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

- .8 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

The Sustainability Plan:

Title	Date	Pages
n/a		

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
n/a			

- .9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201®–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor’s bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Form SE-310, Invitation for Construction Services

Instructions to Bidders (AIA Document A701-2018 OSE Version)

Form SE-330, Contractor’s Bid (Completed Bid Form)

Form SE-370, Notice of Intent to Award

Certificate of Procurement Authority issued by the State Fiscal Accountability Authority

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)

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South Carolina Division of Procurement Services, Office of State Engineer Version of AIA® Document A101® – 2017 Exhibit A

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the _____ day of _____ in the year two thousand twenty one (2021)
(In words, indicate day, month and year.)

for the following PROJECT:
(Name, State Project Number, and location or address)

Practice Field Upgrades
H17-N125-MJ
829 Hwy 544, Conway, SC 29526

THE OWNER:
(Name, legal status and address)

Coastal Carolina University
PO Box 261954
Conway, SC 29528-6054

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 CONTRACTOR:
(Name, legal status and address)

This version of AIA Document A101–2017 Exhibit A is modified by the South Carolina Division of Procurement, Office of State Engineer. Publication of this version of AIA Document A101 Exhibit A does not imply the American Institute of Architects' endorsement of any modification by the South Carolina Division of Procurement, Office of State Engineer.

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

TABLE OF ARTICLES

- A.1 GENERAL
- A.2 OWNER'S INSURANCE
- A.3 CONTRACTOR'S INSURANCE AND BONDS
- A.4 SPECIAL TERMS AND CONDITIONS

ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201®–2017, General Conditions of the Contract for Construction, SCOSE Version.

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ARTICLE A.2 OWNER'S INSURANCE

§ A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ A.2.2 Liability Insurance

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

§ A.2.3 Reserved

§ A.2.3.1 Reserved

§ A.2.3.1.1 Reserved

§ A.2.3.1.2 Reserved

§ A.2.3.1.3 Reserved

§ A.2.3.1.4 Reserved

§ A.2.3.2 Reserved

§ A.2.3.3 Reserved

§ A.2.4 Optional Insurance.

The Owner shall purchase and maintain any insurance selected below.

§ A.2.4.1 Other Insurance

(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage

Limits

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General

§ A.3.1.1 Certificates of Insurance. The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies. 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.

§ A.3.1.2 Deductibles and Self-Insured Retentions. The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ A.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the

Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations, 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. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

§ A.3.1.4 A failure by the Owner to either (i) demand a certificate of insurance or written endorsement required by Section A.3, or (ii) reject a certificate or endorsement on the grounds that it fails to comply with Section A.3, shall not be considered a waiver of Contractor's obligations to obtain the required insurance.

§ A.3.2 Contractor's Required Insurance Coverage

§ A.3.2.1 The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, for such other period for maintenance of completed operations coverage as specified in the Contract Documents, or unless a different duration is stated below:

(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

§ A.3.2.2 Commercial General Liability

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than \$1,000,000 each occurrence, \$1,000,000 general aggregate, \$1,000,000 aggregate for products-completed operations hazard, \$1,000,000 personal and advertising injury, \$50,000 fire damage (any one fire), and \$5,000 medical expense (any one person) providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

§ A.3.2.2.2 The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than \$1,000,000 per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ A.3.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability, Employers Liability, and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers. The umbrella policy limits shall not be less than \$3,000,000.

§ A.3.2.5 Workers' Compensation at statutory limits.

§ A.3.2.6 Employers' Liability with policy limits not less than \$100,000 each accident, \$100,000 each employee, and \$500,000 policy limit for claims, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed.

§ A.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks.

§ A.3.2.8 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ A.3.2.9 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ A.3.3 Required Property Insurance

§ A.3.3.1 The Contractor shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Contractor's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.3.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds.

§ A.3.3.1.1 Causes of Loss. The insurance required by this Section A.3.3.1 shall provide coverage for direct physical loss or damage and shall include the risks of fire (with extended coverage), explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, workmanship, or materials. (Indicate below the cause of loss and any applicable sub-limit.)

Causes of Loss

Sub-Limit

§ A.3.3.1.2 Specific Required Coverages. The insurance required by this Section A.3.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. (Indicate below the cause of loss and any applicable sub-limit.)

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§ A.3.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall replace the insurance policy required under Section A.3.3.1 with property insurance written for the total value of the Project.

§ A.3.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section A.3.3 is subject to deductibles or self-insured retentions, the Contractor shall be responsible for all loss not covered because of such deductibles or retentions.

§ A.3.3.2 Occupancy or Use Prior to Substantial Completion. The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.3.3.1 have consented in writing to the continuance of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ A.3.3.3 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.

§ A.3.3.4 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 A.3.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project.

§ A.3.4 Contractor's Other Insurance Coverage

§ A.3.4.1 Insurance selected and described in this Section A.3.4 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

§ A.3.4.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.4.1.

(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

§ A.3.4.2.1 Reserved

§ A.3.4.2.2 Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

§ A.3.4.2.3 Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.

§ A.3.4.2.4 Boiler and Machinery Insurance
The Contractor shall purchase and maintain boiler and machinery insurance as required, 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.

§ A.3.5 Performance Bond and Payment Bond

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:

(Specify type and penal sum of bonds.)

Type	Penal Sum (\$0.00)
Payment Bond	
Performance Bond	

§ A.3.5.1 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.

§ A.3.5.2 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.

§ A.3.5.3 Any bonds required by this Contract shall meet the requirements of the South Carolina Code of Laws and Regulations, as amended.

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

South Carolina Division of Procurement
Services, Office of State Engineer Version of
 AIA[®] Document A201[®] – 2017

General Conditions of the Contract for Construction

This version of AIA Document A201[®]–2017 is modified by the South Carolina Division of Procurement Services, Office of State Engineer (“SCOSE”). Publication of this version of AIA Document A201–2017 does not imply the American Institute of Architects’ endorsement of any modification by SCOSE. A comparative version of AIA Document A201–2017 showing additions and deletions by SCOSE is available for review on the SCOSE Web site.

Cite this document as “AIA Document A201[®]–2017, General Conditions of the Contract for Construction—SCOSE Version,” or “AIA Document A201[®]–2017 — SCOSE Version.”

South Carolina Division of Procurement Services, Office of State Engineer Version of AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name, State Project Number, and location or address)

Practice Field Upgrades

H17-N125-MJ

829 Hwy 544, Conway, SC 29526

THE OWNER:

(Name, legal status, and address)

Coastal Carolina University

PO Box 261954

Conway, SC 29528-6054

The Owner is a Governmental Body of the State of South Carolina as defined in S.C. Code Ann. § 11-35-310.

THE ARCHITECT:

(Name, legal status, and address)

CHA Consulting, Inc

110 Traders Cross, Suite 201

Bluffton, SC 29909

This version of AIA Document A201–2017 is modified by the South Carolina Division of Procurement, Office of 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 State Engineer. A comparative version of AIA Document A201–2017 showing additions and deletions by the South Carolina Division of Procurement, Office of State Engineer is available for review on the State of South Carolina Web site.

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

TABLE OF ARTICLES

1	GENERAL PROVISIONS
2	OWNER
3	CONTRACTOR
4	ARCHITECT
5	SUBCONTRACTORS
6	CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
7	CHANGES IN THE WORK
8	TIME
9	PAYMENTS AND COMPLETION

Init.

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- 10 PROTECTION OF PERSONS AND PROPERTY
- 11 INSURANCE AND BONDS
- 12 UNCOVERING AND CORRECTION OF WORK
- 13 MISCELLANEOUS PROVISIONS
- 14 TERMINATION OR SUSPENSION OF THE CONTRACT
- 15 CLAIMS AND DISPUTES
- 16 PROJECT SPECIFIC REQUIREMENTS AND INFORMATION

Init.

/

INDEX

(Topics and numbers in bold are Section headings.)

Acceptance of Nonconforming Work

9.6.6, 9.9.3, **12.3**

Acceptance of Work

9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, 12.3

Access to Work

3.16, 6.2.1, 12.1

Accident Prevention

10

Acts and Omissions

3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5,

10.2.8, 13.3.2, 14.1, 15.1.2, 15.2

Addenda

1.1.1

Additional Costs, Claims for

3.7.4, 3.7.5, 10.3.2, 15.1.5

Additional Inspections and Testing

9.4.2, 9.8.3, 12.2.1, **13.4**

Additional Time, Claims for

3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, **15.1.6**

Administration of the Contract

3.1.3, **4.2**, 9.4, 9.5

Advertisement or Invitation to Bid

1.1.1

Aesthetic Effect

4.2.13

Allowances

3.8

Applications for Payment

4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5.1, 9.5.4, 9.6.3, 9.7, 9.10

Approvals

2.1.1, 2.3.1, 2.5, 3.1.3, 3.10.2, 3.12.8, 3.12.9,

3.12.10.1, 4.2.7, 9.3.2, 13.4.1

Arbitration

8.3.1, 15.3.2, **15.4**

ARCHITECT

4

Architect, Definition of

4.1.1

Architect, Extent of Authority

2.5, 3.12.7, 4.1.2, 4.2, 5.2, 6.3, 7.1.2, 7.3.4, 7.4, 9.2,

9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1,

13.4.1, 13.4.2, 14.2.2, 14.2.4, 15.1.4, 15.2.1

Architect, Limitations of Authority and Responsibility

2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2, 4.2.3,

4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4, 9.4.2,

9.5.4, 9.6.4, 15.1.4, 15.2

Architect's Additional Services and Expenses

2.5, 12.2.1, 13.4.2, 13.4.3, 14.2.4

Architect's Administration of the Contract

3.1.3, 3.7.4, 15.2, 9.4.1, 9.5

Architect's Approvals

2.5, 3.1.3, 3.5, 3.10.2, 4.2.7

Architect's Authority to Reject Work

3.5, 4.2.6, 12.1.2, 12.2.1

Architect's Copyright

1.1.7, 1.5

Architect's Decisions

3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3,

7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1,

13.4.2, 15.2

Architect's Inspections

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.4

Architect's Instructions

3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.4.2

Architect's Interpretations

4.2.11, 4.2.12

Architect's Project Representative

4.2.10

Architect's Relationship with Contractor

1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2,

3.5, 3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16,

3.18, 4.1.2, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5,

9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.3.2, 13.4, 15.2

Architect's Relationship with Subcontractors

1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.3

Architect's Representations

9.4.2, 9.5.1, 9.10.1

Architect's Site Visits

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4

Asbestos

10.3.1

Attorneys' Fees

3.18.1, 9.6.8, 9.10.2, 10.3.3

Award of Separate Contracts

6.1.1, 6.1.2

Award of Subcontracts and Other Contracts for Portions of the Work

5.2

Basic Definitions

1.1

Bidding Requirements

1.1.1

Binding Dispute Resolution

8.3.1, 9.7, 11.5, 13.1, 15.1.2, 15.1.3, 15.2.1, 15.2.5,

15.2.6.1, 15.3.1, 15.3.2, 15.3.3, 15.4.1

Bonds, Lien

7.3.4.4, 9.6.8, 9.10.2, 9.10.3

Bonds, Performance, and Payment

7.3.4.4, 9.6.7, 9.10.3, **11.1.2**, 11.1.3, **11.5**

Building Information Models Use and Reliance

1.8

Building Permit

3.7.1

Capitalization

1.3

Certificate of Substantial Completion

9.8.3, 9.8.4, 9.8.5

Certificates for Payment

4.2.1, 4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7,

9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.4

Certificates of Inspection, Testing or Approval

13.4.4

Init.

Certificates of Insurance
9.10.2
Change Orders
1.1.1, 3.4.2, 3.7.4, 3.8.2.3, 3.11, 3.12.8, 4.2.8, 5.2.3,
7.1.2, 7.1.3, **7.2**, 7.3.2, 7.3.7, 7.3.9, 7.3.10, 8.3.1,
9.3.1.1, 9.10.3, 10.3.2, 11.2, 11.5, 12.1.2
Change Orders, Definition of
7.2.1
CHANGES IN THE WORK
2.2.2, 3.11, 4.2.8, **7**, 7.2.1, 7.3.1, 7.4, 8.3.1, 9.3.1.1,
11.5
Claims, Definition of
15.1.1
Claims, Notice of
1.6.2, 15.1.3
CLAIMS AND DISPUTES
3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, 9.10.4, 10.3.3, **15**, 15.4
Claims and Timely Assertion of Claims
15.4.1
Claims for Additional Cost
3.2.4, 3.3.1, 3.7.4, 7.3.9, 9.5.2, 10.2.5, 10.3.2, **15.1.5**
Claims for Additional Time
3.2.4, 3.3.1, 3.7.4, 6.1.1, 8.3.2, 9.5.2, 10.3.2, **15.1.6**
Concealed or Unknown Conditions, Claims for
3.7.4
Claims for Damages
3.2.4, 3.18, 8.3.3, 9.5.1, 9.6.7, 10.2.5, 10.3.3, 11.3,
11.3.2, 14.2.4, 15.1.7
Claims Subject to Arbitration
15.4.1
Cleaning Up
3.15, 6.3
Commencement of the Work, Conditions Relating to
2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3,
6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.2, **15.1.5**
Commencement of the Work, Definition of
8.1.2
Communications
3.9.1, **4.2.4**
Completion, Conditions Relating to
3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1,
9.10, 12.2, 14.1.2, 15.1.2
COMPLETION, PAYMENTS AND
9
Completion, Substantial
3.10.1, 4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1,
9.10.3, 12.2, 15.1.2
Compliance with Laws
2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 10.2.2, 13.1,
13.3, 13.4.1, 13.4.2, 13.5, 14.1.1, 14.2.1.3, 15.2.8,
15.4.2, 15.4.3
Concealed or Unknown Conditions
3.7.4, 4.2.8, 8.3.1, 10.3
Conditions of the Contract
1.1.1, 6.1.1, 6.1.4
Consent, Written
3.4.2, 3.14.2, 4.1.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 13.2,
15.4.4.2

Consolidation or Joinder
15.4.4
CONSTRUCTION BY OWNER OR BY
SEPARATE CONTRACTORS
1.1.4, **6**
Construction Change Directive, Definition of
7.3.1
Construction Change Directives
1.1.1, 3.4.2, 3.11, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3, **7.3**,
9.3.1.1
Construction Schedules, Contractor's
3.10, 3.11, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2
Contingent Assignment of Subcontracts
5.4, 14.2.2.2
Continuing Contract Performance
15.1.4
Contract, Definition of
1.1.2
CONTRACT, TERMINATION OR
SUSPENSION OF THE
5.4.1.1, 5.4.2, 11.5, **14**
Contract Administration
3.1.3, 4, 9.4, 9.5
Contract Award and Execution, Conditions Relating
to
3.7.1, 3.10, 5.2, 6.1
Contract Documents, Copies Furnished and Use of
1.5.2, 2.3.6, 5.3
Contract Documents, Definition of
1.1.1
Contract Sum
2.2.2, 2.2.4, 3.7.4, 3.7.5, 3.8, 3.10.2, 5.2.3, 7.3, 7.4,
9.1, 9.2, 9.4.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.5, 12.1.2,
12.3, 14.2.4, 14.3.2, 15.1.4.2, **15.1.5**, **15.2.5**
Contract Sum, Definition of
9.1
Contract Time
1.1.4, 2.2.1, 2.2.2, 3.7.4, 3.7.5, 3.10.2, 5.2.3, 6.1.5,
7.2.1.3, 7.3.1, 7.3.5, 7.3.6, 7, 7, 7.3.10, 7.4, 8.1.1,
8.2.1, 8.2.3, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 12.1.2,
14.3.2, 15.1.4.2, 15.1.6.1, 15.2.5
Contract Time, Definition of
8.1.1
CONTRACTOR
3
Contractor, Definition of
3.1, **6.1.2**
Contractor's Construction and Submittal
Schedules
3.10, 3.12.1, 3.12.2, 4.2.3, 6.1.3, 15.1.6.2
Contractor's Employees
2.2.4, 3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2,
10.3, 11.3, 14.1, 14.2.1.1
Contractor's Liability Insurance
11.1
Contractor's Relationship with Separate Contractors
and Owner's Forces
3.12.5, 3.14.2, 4.2.4, 6, 11.3, 12.2.4

Contractor's Relationship with Subcontractors
1.2.2, 2.2.4, 3.3.2, 3.18.1, 3.18.2, 4.2.4, 5, 9.6.2, 9.6.7, 9.10.2, 11.2, 11.3, 11.4

Contractor's Relationship with the Architect
1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5.1, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.4, 15.1.3, 15.2.1

Contractor's Representations
3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2

Contractor's Responsibility for Those Performing the Work
3.3.2, 3.18, 5.3, 6.1.3, 6.2, 9.5.1, 10.2.8

Contractor's Review of Contract Documents
3.2

Contractor's Right to Stop the Work
2.2.2, 9.7

Contractor's Right to Terminate the Contract
14.1

Contractor's Submittals
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2, 9.8.3, 9.9.1, 9.10.2, 9.10.3

Contractor's Superintendent
3.9, 10.2.6

Contractor's Supervision and Construction Procedures
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.4, 7.3.6, 8.2, 10, 12, 14, 15.1.4

Coordination and Correlation
1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1

Copies Furnished of Drawings and Specifications
1.5, 2.3.6, 3.11

Copyrights
1.5, **3.17**

Correction of Work
2.5, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, **12.2**, 12.3, 15.1.3.1, 15.1.3.2, 15.2.1

Correlation and Intent of the Contract Documents
1.2

Cost, Definition of
7.3.4

Costs
2.5, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3, 7.3.3.3, 7.3.4, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.2, 12.1.2, 12.2.1, 12.2.4, 13.4, 14

Cutting and Patching
3.14, 6.2.5

Damage to Construction of Owner or Separate Contractors
3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 12.2.4

Damage to the Work
3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 12.2.4

Damages, Claims for
3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.3.2, 11.3, 14.2.4, 15.1.7

Damages for Delay
6.2.3, 8.3.3, 9.5.1.6, 9.7, 10.3.2, 14.3.2

Date of Commencement of the Work, Definition of
8.1.2

Date of Substantial Completion, Definition of
8.1.3

Day, Definition of
8.1.4

Decisions of the Architect
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 6.3, 7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.4.2, 14.2.2, 14.2.4, 15.1, 15.2

Decisions to Withhold Certification
9.4.1, **9.5**, 9.7, 14.1.1.3

Defective or Nonconforming Work, Acceptance, Rejection and Correction of
2.5, 3.5, 4.2.6, 6.2.3, 9.5.1, 9.5.3, 9.6.6, 9.8.2, 9.9.3, 9.10.4, 12.2.1

Definitions
1.1, 2.1.1, 3.1.1, 3.5, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 5.1, 6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1, 15.1.1

Delays and Extensions of Time
3.2, **3.7.4**, 5.2.3, 7.2.1, 7.3.1, **7.4**, **8.3**, 9.5.1, **9.7**, 10.3.2, **10.4**, 14.3.2, **15.1.6**, 15.2.5

Digital Data Use and Transmission
1.7

Disputes
6.3, 7.3.9, 15.1, 15.2

Documents and Samples at the Site
3.11

Drawings, Definition of
1.1.5

Drawings and Specifications, Use and Ownership of
3.11

Effective Date of Insurance
8.2.2

Emergencies
10.4, 14.1.1.2, **15.1.5**

Employees, Contractor's
3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3.3, 11.3, 14.1, 14.2.1.1

Equipment, Labor, or Materials
1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2

Execution and Progress of the Work
1.1.3, 1.2.1, 1.2.2, 2.3.4, 2.3.6, 3.1, 3.3.1, 3.4.1, 3.7.1, 3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.6, 8.2, 9.5.1, 9.9.1, 10.2, 10.3, 12.1, 12.2, 14.2, 14.3.1, 15.1.4

Extensions of Time
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4, 9.5.1, 9.7, 10.3.2, 10.4, 14.3, 15.1.6, **15.2.5**

Failure of Payment
9.5.1.3, **9.7**, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2

Faulty Work
(See Defective or Nonconforming Work)

Final Completion and Final Payment
4.2.1, 4.2.9, 9.8.2, **9.10**, 12.3, 14.2.4, 14.4.3

Financial Arrangements, Owner's
2.2.1, 13.2.2, 14.1.1.4

GENERAL PROVISIONS

1

Governing Law

13.1

Guarantees (See Warranty)

Hazardous Materials and Substances

10.2.4, 10.3

Identification of Subcontractors and Suppliers

5.2.1

Indemnification

3.17, 3.18, 9.6.8, 9.10.2, 10.3.3, 11.3

Information and Services Required of the Owner

2.1.2, 2.2, 2.3, 3.2.2, 3.12.10.1, 6.1.3, 6.1.4, 6.2.5,

9.6.1, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2,

14.1.1.4, 14.1.4, 15.1.4

Initial Decision

15.2

Initial Decision Maker, Definition of

1.1.8

Initial Decision Maker, Decisions

14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5

Initial Decision Maker, Extent of Authority

14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5

Injury or Damage to Person or Property

10.2.8, 10.4

Inspections

3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3,

9.9.2, 9.10.1, 12.2.1, 13.4

Instructions to Bidders

1.1.1

Instructions to the Contractor

3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.4.2

Instruments of Service, Definition of

1.1.7

Insurance

6.1.1, 7.3.4, 8.2.2, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 10.2.5, 11

Insurance, Notice of Cancellation or Expiration

11.1.4, 11.2.3

Insurance, Contractor's Liability

11.1

Insurance, Effective Date of

8.2.2, 14.4.2

Insurance, Owner's Liability

11.2

Insurance, Property

10.2.5, 11.2, 11.4, 11.5

Insurance, Stored Materials

9.3.2

INSURANCE AND BONDS

11

Insurance Companies, Consent to Partial Occupancy

9.9.1

Insured loss, Adjustment and Settlement of

11.5

Intent of the Contract Documents

1.2.1, 4.2.7, 4.2.12, 4.2.13

Interest

13.5

Interpretation

1.1.8, 1.2.3, 1.4, 4.1.1, 5.1, 6.1.2, 15.1.1

Interpretations, Written

4.2.11, 4.2.12

Judgment on Final Award

15.4.2

Labor and Materials, Equipment

1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,

5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1,

10.2.4, 14.2.1.1, 14.2.1.2

Labor Disputes

8.3.1

Laws and Regulations

1.5, 2.3.2, 3.2.3, 3.2.4, 3.6, 3.7, 3.12.10, 3.13, 9.6.4,

9.9.1, 10.2.2, 13.1, 13.3.1, 13.4.2, 13.5, 14, 15.2.8,

15.4

Liens

2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8

Limitations, Statutes of

12.2.5, 15.1.2, 15.4.1.1

Limitations of Liability

3.2.2, 3.5, 3.12.10, 3.12.10.1, 3.17, 3.18.1, 4.2.6,

4.2.7, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 9.6.8, 10.2.5, 10.3.3,

11.3, 12.2.5, 13.3.1

Limitations of Time

2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7,

5.2, 5.3, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3,

9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15,

15.1.2, 15.1.3, 15.1.5

Materials, Hazardous

10.2.4, 10.3

Materials, Labor, Equipment and

1.1.3, 1.1.6, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,

5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2,

10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2

Means, Methods, Techniques, Sequences and

Procedures of Construction

3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2

Mechanic's Lien

2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8

Mediation

8.3.1, 15.1.3.2, 15.2.1, 15.2.5, 15.2.6, 15.3, 15.4.1,

15.4.1.1

Minor Changes in the Work

1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1, 7.4

MISCELLANEOUS PROVISIONS

13

Modifications, Definition of

1.1.1

Modifications to the Contract

1.1.1, 1.1.2, 2.5, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7,

10.3.2

Mutual Responsibility

6.2

Nonconforming Work, Acceptance of

9.6.6, 9.9.3, 12.3

Init.

/

Nonconforming Work, Rejection and Correction of
2.4, 2.5, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4,
12.2

Notice

1.6, 1.6.1, 1.6.2, 2.1.2, 2.2.2., 2.2.3, 2.2.4, 2.5, 3.2.4,
3.3.1, 3.7.4, 3.7.5, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 7.4,
8.2.2 9.6.8, 9.7, 9.10.1, 10.2.8, 10.3.2, 11.5, 12.2.2.1,
13.4.1, 13.4.2, 14.1, 14.2.2, 14.4.2, 15.1.3, 15.1.5,
15.1.6, 15.4.1

Notice of Cancellation or Expiration of Insurance
11.1.4, 11.2.3

Notice of Claims

1.6.2, 2.1.2, 3.7.4, 9.6.8, 10.2.8, **15.1.3**, 15.1.5, 15.1.6,
15.2.8, 15.3.2, 15.4.1

Notice of Testing and Inspections
13.4.1, 13.4.2

Observations, Contractor's
3.2, 3.7.4

Occupancy
2.3.1, 9.6.6, 9.8

Orders, Written
1.1.1, 2.4, 3.9.2, 7, 8.2.2, 11.5, 12.1, 12.2.2.1, 13.4.2,
14.3.1

OWNER

2

Owner, Definition of

2.1.1

Owner, Evidence of Financial Arrangements
2.2, 13.2.2, 14.1.1.4

Owner, Information and Services Required of the
2.1.2, **2.2**, 2.3, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2,
9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2,
14.1.1.4, 14.1.4, 15.1.4

Owner's Authority
1.5, 2.1.1, 2.3.32.4, 2.5, 3.4.2, 3.8.1, 3.12.10, 3.14.2,
4.1.2, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2.1,
7.3.1, 8.2.2, 8.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2,
10.3.2, 11.4, 11.5, 12.2.2, 12.3, 13.2.2, 14.3, 14.4,
15.2.7

Owner's Insurance

11.2

Owner's Relationship with Subcontractors
1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2

Owner's Right to Carry Out the Work
2.5, 14.2.2

Owner's Right to Clean Up
6.3

**Owner's Right to Perform Construction and to
Award Separate Contracts**

6.1

Owner's Right to Stop the Work
2.4

Owner's Right to Suspend the Work
14.3

Owner's Right to Terminate the Contract
14.2, 14.4

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

1.1.1, 1.1.6, 1.1.7, **1.5**, 2.3.6, 3.2.2, 3.11, 3.17, 4.2.12,
5.3

Partial Occupancy or Use

9.6.6, **9.9**

Patching, Cutting and

3.14, 6.2.5

Patents

3.17

Payment, Applications for

4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5, 9.6.3, 9.7, 9.8.5, 9.10.1,
14.2.3, 14.2.4, 14.4.3

Payment, Certificates for

4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1,
9.10.3, 14.1.1.3, 14.2.4

Payment, Failure of

9.5.1.3, **9.7**, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2

Payment, Final

4.2.1, 4.2.9, **9.10**, 12.3, 14.2.4, 14.4.3

Payment Bond, Performance Bond and

7.3.4.4, 9.6.7, 9.10.3, **11.1.2**

Payments, Progress

9.3, **9.6**, 9.8.5, 9.10.3, 14.2.3, 15.1.4

PAYMENTS AND COMPLETION

9

Payments to Subcontractors

5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 14.2.1.2
PCB

10.3.1

Performance Bond and Payment Bond

7.3.4.4, 9.6.7, 9.10.3, **11.1.2**

Permits, Fees, Notices and Compliance with Laws

2.3.1, **3.7**, 3.13, 7.3.4.4, 10.2.2

PERSONS AND PROPERTY, PROTECTION OF 10

Polychlorinated Biphenyl

10.3.1

Product Data, Definition of

3.12.2

Product Data and Samples, Shop Drawings

3.11, **3.12**, 4.2.7

Progress and Completion

4.2.2, **8.2**, 9.8, 9.9.1, 14.1.4, 15.1.4

Progress Payments

9.3, **9.6**, 9.8.5, 9.10.3, 14.2.3, 15.1.4

Project, Definition of

1.1.4

Project Representatives

4.2.10

Property Insurance

10.2.5, **11.2**

Proposal Requirements

1.1.1

PROTECTION OF PERSONS AND PROPERTY 10

Init.

Regulations and Laws
 1.5, 2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1,
 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14, 15.2.8, 15.4

Rejection of Work
 4.2.6, 12.2.1

Releases and Waivers of Liens
 9.3.1, 9.10.2

Representations
 3.2.1, 3.5, 3.12.6, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 9.10.1

Representatives
 2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.10, 13.2.1

Responsibility for Those Performing the Work
 3.3.2, 3.18, 4.2.2, 4.2.3, 5.3, 6.1.3, 6.2, 6.3, 9.5.1, 10

Retainage
 9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3

**Review of Contract Documents and Field
 Conditions by Contractor**
3.2, 3.12.7, 6.1.3

Review of Contractor's Submittals by Owner and
 Architect
 3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2

Review of Shop Drawings, Product Data and Samples
 by Contractor
 3.12

Rights and Remedies
 1.1.2, 2.4, 2.5, 3.5, 3.7.4, 3.15.2, 4.2.6, 5.3, 5.4, 6.1,
 6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.1, 12.2.2,
 12.2.4, **13.3**, 14, 15.4

Royalties, Patents and Copyrights
3.17

Rules and Notices for Arbitration
 15.4.1

Safety of Persons and Property
10.2, 10.4

Safety Precautions and Programs
 3.3.1, 4.2.2, 4.2.7, 5.3, **10.1**, 10.2, 10.4

Samples, Definition of
3.12.3

Samples, Shop Drawings, Product Data and
 3.11, **3.12**, 4.2.7

Samples at the Site, Documents and
3.11

Schedule of Values
9.2, 9.3.1

Schedules, Construction
 3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2

Separate Contracts and Contractors
 1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2

Separate Contractors, Definition of
6.1.1

Shop Drawings, Definition of
3.12.1

Shop Drawings, Product Data and Samples
 3.11, **3.12**, 4.2.7

Site, Use of
3.13, 6.1.1, 6.2.1

Site Inspections
 3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.9.2, 9.4.2, 9.10.1, 13.4

Site Visits, Architect's
 3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4

Special Inspections and Testing
 4.2.6, 12.2.1, 13.4

Specifications, Definition of
1.1.6

Specifications
 1.1.1, **1.1.6**, 1.2.2, 1.5, 3.12.10, 3.17, 4.2.14

Statute of Limitations
 15.1.2, 15.4.1.1

Stopping the Work
 2.2.2, 2.4, 9.7, 10.3, 14.1

Stored Materials
 6.2.1, 9.3.2, 10.2.1.2, 10.2.4

Subcontractor, Definition of
5.1.1

SUBCONTRACTORS
5

Subcontractors, Work by
 1.2.2, 3.3.2, 3.12.1, 3.18, 4.2.3, 5.2.3, 5.3, 5.4, 9.3.1.2,
 9.6.7

Subcontractual Relations
5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 14.1, 14.2.1

Submittals
 3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.4, 9.2, 9.3, 9.8,
 9.9.1, 9.10.2, 9.10.3

Submittal Schedule
 3.10.2, 3.12.5, 4.2.7

Subrogation, Waivers of
 6.1.1, **11.3**

Substances, Hazardous
10.3

Substantial Completion
 4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, **9.8**, 9.9.1, 9.10.3, 12.2,
 15.1.2

Substantial Completion, Definition of
9.8.1

Substitution of Subcontractors
 5.2.3, 5.2.4

Substitution of Architect
 2.3.3

Substitutions of Materials
 3.4.2, 3.5, 7.3.8

Sub-subcontractor, Definition of
5.1.2

Subsurface Conditions
 3.7.4

Successors and Assigns
13.2

Superintendent
3.9, 10.2.6

Supervision and Construction Procedures
 1.2.2, **3.3**, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3,
 7.3.4, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.4

Suppliers
 1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.5.4, 9.6,
 9.10.5, 14.2.1

Surety
5.4.1.2, 9.6.8, 9.8.5, 9.10.2, 9.10.3, 11.1.2, 14.2.2,
15.2.7
Surety, Consent of
9.8.5, 9.10.2, 9.10.3
Surveys
1.1.7, 2.3.4
Suspension by the Owner for Convenience
14.3
Suspension of the Work
3.7.5, 5.4.2, 14.3
Suspension or Termination of the Contract
5.4.1.1, 14
Taxes
3.6, 3.8.2.1, 7.3.4.4
Termination by the Contractor
14.1, 15.1.7
Termination by the Owner for Cause
5.4.1.1, **14.2**, 15.1.7
Termination by the Owner for Convenience
14.4
Termination of the Architect
2.3.3
Termination of the Contractor Employment
14.2.2

TERMINATION OR SUSPENSION OF THE CONTRACT
14
Tests and Inspections
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3,
9.9.2, 9.10.1, 10.3.2, 12.2.1, **13.4**
TIME
8
Time, Delays and Extensions of
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, **8.3**, 9.5.1, 9.7,
10.3.2, 10.4, 14.3.2, 15.1.6, 15.2.5
Time Limits
2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2,
5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1,
9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15.1.2,
15.1.3, 15.4
Time Limits on Claims
3.7.4, 10.2.8, 15.1.2, 15.1.3

Title to Work
9.3.2, 9.3.3
UNCOVERING AND CORRECTION OF WORK
12
Uncovering of Work
12.1
Unforeseen Conditions, Concealed or Unknown
3.7.4, 8.3.1, 10.3
Unit Prices
7.3.3.2, 9.1.2
Use of Documents
1.1.1, 1.5, 2.3.6, 3.12.6, 5.3
Use of Site
3.13, 6.1.1, 6.2.1
Values, Schedule of
9.2, 9.3.1
Waiver of Claims by the Architect
13.3.2
Waiver of Claims by the Contractor
9.10.5, 13.3.2, **15.1.7**
Waiver of Claims by the Owner
9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.3.2, 14.2.4, **15.1.7**
Waiver of Consequential Damages
14.2.4, 15.1.7
Waiver of Liens
9.3, 9.10.2, 9.10.4
Waivers of Subrogation
6.1.1, **11.3**
Warranty
3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.2, 9.10.4, 12.2.2,
15.1.2
Weather Delays
8.3, 15.1.6.2
Work, Definition of
1.1.3
Written Consent
1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.10.3,
13.2, 13.3.2, 15.4.4.2
Written Interpretations
4.2.11, 4.2.12
Written Orders
1.1.1, 2.4, 3.9, 7, 8.2.2, 12.1, 12.2, 13.4.2, 14.3.1

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

- .1 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.
- .2 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.
- .3 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 or proposal requirements.
- .4 Any reference in this document to the Agreement between the Owner and Contractor, AIA Document A101, or some abbreviated reference thereof, shall mean the AIA A101-2017, Standard Form of Agreement Between Owner and Contractor, SCOSE Version.
- .5 Any reference in this document to the General Conditions of the Contract for Construction, AIA Document A201, or some abbreviated reference thereof, shall mean the AIA A201-2017, General Conditions of the Contract for Construction, SCOSE Version.

§ 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 Reserved

§ 1.1.9 Notice to Proceed

The Notice to Proceed is a document issued by the Owner to the Contractor 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 and establish the initial date of the Substantial Completion.

§ 1.1.10 State Engineer

“State Engineer” means the person holding the position as head of the State Engineer’s Office. The State Engineer’s Office is created by S.C. Code Ann. § 11-35-830, and is sometimes referred to in the Contract Documents as “Office of State Engineer” or “OSE.” The State Engineer is also the Chief Procurement Officer for Construction, sometimes referred to in the Contract Documents as “CPOC”.

§ 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.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, 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.

§ 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 retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and 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 the 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 suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, 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 suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect’s consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to

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whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.6.3 Notice to Contractor shall be to the address provided in Section 8.3.2 of the Agreement. Notice to Owner shall be to the address provided in Section 8.2.2 of the Agreement. Either party may designate a different address for notice by giving notice in accordance with Section 1.6.1.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation, including in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

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 7.1.7. 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 noted in 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 S.C. Code Ann. § 29-5-23.

§ 2.2 Reserved

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 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.

§ 2.3.2 The Owner shall retain a design professional lawfully licensed to practice, or an entity lawfully practicing, in the jurisdiction where the Project is located. The person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

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

§ 2.3.4 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.

§ 2.3.5 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 provided in the Contract Documents.

§ 2.3.6 The Owner shall furnish the Contract Documents to the Contractor in digital format.

§ 2.4 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.

§ 2.5 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 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 default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for 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 current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

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 Representative noted in the Agreement.

§ 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 its 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.

- .1 The Contractor acknowledges that it has investigated and satisfied itself as to the general and local conditions which can affect the Work or its cost, including but not limited to (a) conditions bearing upon transportation, disposal, handling, and storage of materials; (b) the availability of labor, water, electric power, and roads; (c) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (d) the conformation and conditions of the ground; and (e) the character of equipment and facilities needed preliminary to and during work performance.
- .2 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.

- 3 Any failure of the Contractor to take the actions described and acknowledged in this Section 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 2.3.4, 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 submit 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, subject to Section 15.1.7, 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.

§ 3.2.5 The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for evaluating and responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where the requested information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation.

§ 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. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be 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 notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction and provide its findings to the Owner. Unless the Owner objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative 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 approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 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.

§ 3.4.2.1 After the Contract has been executed, the Owner and Architect may consider requests for the substitution of products in place of those specified. The Owner and Architect may, but are not obligated to, consider only those substitution requests that are in full compliance with the conditions set forth in the General Requirements (Division 1 of the Specifications). By making requests for substitutions, the Contractor:

- .1 represents that it has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to the product specified;
- .2 represents that it will provide the same warranty for the substitution as it would have provided for the product specified;
- .3 certifies that the cost data presented is complete and includes all related costs for the substituted product and for Work that must be performed or changes as a result of the substitution, except for the Architect's re-design costs, and waives all claims for additional costs related to the substitution that subsequently become apparent;
- .4 agrees that it shall, if the substitution is approved, coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects; and
- .5 represents that the request includes a written representation identifying any potential effect the substitution may have on Project's achievement of a Sustainable Measure or the Sustainable Objective.

§ 3.4.2.2 The Owner shall be entitled to reimbursement from the Contractor for amounts paid to the Architect for reviewing the Contractor's proposed substitutions and making agreed-upon changes in the Drawings and Specifications resulting from such substitutions.

§ 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

§ 3.5.1 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.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 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 S.C Code Ann. Title 12, Chapter 8, regarding withholding tax for nonresidents, employees, contractors and subcontractors.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Pursuant to S.C. Code Ann. § 10-1-180, no local general or specialty building permits are required for state buildings. Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for all other permits, fees, and licenses 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.

§ 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 14 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 that an equitable adjustment be made 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, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim 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. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 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 notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Owner may notify the Contractor, stating whether the Owner has reasonable objection to the proposed superintendent. Failure of the Owner to provide notice 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 has made reasonable and timely objection. The Contractor shall notify the Owner 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 and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. Subject to any additional requirements in the Contract Documents, the schedule shall contain detail appropriate for the Project, including at a minimum (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably 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, or fails to provide submittals in accordance with the approved 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 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and 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 how 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.

- .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.
- .2 The fire sprinkler shop drawings shall be reviewed and approved by the Architect's engineer of record (EOR) prior to submittal to the State Fire Marshal. The EOR will complete the Office of State Fire Marshal (OSFM) form "Request for Fire Sprinkler System Shop Review for State Construction Projects" and submit it to OSE for signature.
- .3 OSE will sign the form and return it to the Architect's EOR. The EOR will submit a copy of the signed form with the approved shop drawings to OSFM for review and approval; and, forward a copy of each to OSE.
- .4 Upon receipt of the OSFM approval letter, the EOR will forward a copy of the letter to the Owner, Contractor, Architect, and OSE.
- .5 Unless authorized in writing by OSE, neither the Contractor nor subcontractor at any tier shall submit the fire sprinkler shop drawings directly to OSFM.

§ 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 the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect 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 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.

§ 3.12.10.1 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 be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately 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 and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and 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.

§ 3.12.10.2 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, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.13.2 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, or patching shall be restored to the condition existing prior to the cutting, fitting, or 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 construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its 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 and 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 the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with 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 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 an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the 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 the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 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.

§ 4.2 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 ten (10) 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 portion of the Work completed, and to determine in general 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.

§ 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 promptly report to the Owner (1) deviations from the Contract Documents, (2) deviations from the most recent construction schedule submitted by the Contractor, and (3) 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

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 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 13.4.2 and 13.4.3, whether or not the 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, 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 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 order 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 Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 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 other party with a copy of the request. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise 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 the 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, the Contractor, within fourteen (14) days after posting of the Notice of Intent to Award the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Owner may notify the Contractor whether the Owner has reasonable objection to any such proposed person or entity. Failure of the Owner to provide notice 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 service.

§ 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 for one 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 pursuant to the subcontractor listing requirements of Section 7 of the Bid Form may only be substituted in accordance with and as permitted by the provisions of S.C. Code Ann. § 11-35-3021. A proposed substitute for a listed subcontractor shall also be subject to the Owner’s approval as set forth in Section 5.2.3.

§ 5.2.6 A Contractor may substitute one prospective subcontractor for another, with the approval of the Owner as follows:

- .1 If the Contractor requests the substitution, the Contractor is responsible for all costs associated with the substitution.
- .2 If the Owner requests the substitution, the Owner is responsible for any resulting increased costs to the Contractor.

§ 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 that the Contractor, by these Contract 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, 7.1.6, 7.3.3, 7.5, 13.1, 13.9, 14.3, 14.4, and 15.1.7.

§ 5.3.3 Each Subcontract Agreement and each Sub-subcontract agreement shall exclude, and shall be deemed to exclude, Sections 13.2 and 13.5 and all of Article 15, except Section 15.1.7, 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 and 13.5 and all of Article 15, except Section 15.1.7, 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 Section 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; 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 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 term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to

those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 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 any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its 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 notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor’s Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work 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. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 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 that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor 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.

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

§ 7.1.4 If a change in the Work provides for an adjustment to the Contract Sum, the amount of such adjustment must be computed and documented in writing. In order to facilitate evaluation of proposals or claims for increases and decreases to the Contract Sum, all proposals or claims, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials and subcontracts. Labor and materials shall be itemized. Where major cost items are subcontracts, they shall be itemized also. The amount of the adjustment must approximate the actual cost to the Contractor and all costs incurred by the Contractor must be justifiably compared with prevailing industry standards. Except as provided in Section 7.1.5, all adjustments to the Contract Sum shall be limited to job specific costs and shall not include indirect costs, home office overhead or profit.

§ 7.1.5 The combined overhead and profit included in the total cost to the Owner for a change in the Work shall be based on the following schedule:

- .1 For the Contractor, for Work performed by the Contractor's own forces, seventeen (17%) percent of the Contractor's actual costs.
- .2 For the Contractor, for Work performed by the Contractor's Subcontractors, ten (10%) percent of each Subcontractor's actual costs (not including the Subcontractor's overhead and profit).
- .3 For each Subcontractor involved, for Work performed by that Subcontractor's own forces, seventeen (17%) percent of the Subcontractor's actual costs.
- .4 Cost to which overhead and profit is to be applied shall be determined in accordance with Section 7.3.4.

The percentages cited above 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.

§ 7.1.6 The procedures described in Sections 7.1.4 and 7.1.5 shall be used to calculate any adjustment in the Contract Sum, including without limitation an adjustment permitted under Articles 7, 9, 14, or 15.

§ 7.1.7 If a change in the Work requires an adjustment to the Contract Sum that exceeds the limits of the Owner's Construction Change Order Certification (reference Section 9.1.9 of the Agreement), then the Owner's agreement is not effective, and Work may not proceed until approved in writing by the OSE.

§ 7.1.8 Any change in the Work initiated after the declaration of Substantial Completion must be approved in writing by the OSE regardless of the amount of the change or the Owner's Construction Change Order Certification.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument, using the OSE Construction Change Order form, prepared by the Architect 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.

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.

§ 7.2.2 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 7.1.4 and 7.1.5. The Owner's request shall include any revisions to the Drawings or Specifications necessary to define any changes in the Work. Within fourteen (14) days of receiving the request, the Contractor shall submit the proposal to the Owner and Architect along with all documentation required by Section 7.5.

§ 7.2.3 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 7.2.2. If the Contractor requests a change to the Work that involves a revision

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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.

§ 7.3 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 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum if properly itemized and substantiating data is not available to permit evaluation;
- .2 Unit prices specified in the Contract Documents or subsequently agreed upon, subject to adjustment if any, as provided in Section 9.1.2;
- .3 Cost and a percentage fee, calculated as described in Sections 7.1.4 and 7.1.5;
- .4 in another manner as the parties may agree; or
- .5 As provided in Section 7.3.4.

§ 7.3.4 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 7.1.5. In such case, and also under Section 7.3.3.3, 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 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others; and
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 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.

§ 7.3.7 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.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual cost including overhead and profit as confirmed by the Architect from the Schedule of Values.

§ 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

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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 may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

§ 7.5 Pricing Data and Audit

§ 7.5.1 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 [Reference S.C. Code Ann. §§ 11-35-1830 and 11-35-2220, and SC Code Ann. Reg 19-445.2120]. 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.

§ 7.5.2 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.

§ 7.5.3 Records Retention

As used in Section 7.5, the term "Records" means any books or records that relate to cost or pricing data of a Change Order that Contractor is required to submit pursuant to Section 7.5.1. 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.

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§ 8.2.2 The Contractor shall not knowingly commence the Work prior to the effective date of surety bonds and insurance required to be furnished by the Contractor and Owner.

§ 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 (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then to the extent such delay will prevent the Contractor from achieving Substantial Completion within the Contract Time, the Contract Time shall be extended for such reasonable time as the Architect may determine, 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.

§ 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

§ 9.1.1 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.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

§ 9.2.1 The Contractor shall submit a schedule of values to the Architect within ten (10) days of full execution of the Agreement, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.2.2 As requested by the Architect, the Contractor and each Subcontractor shall prepare a trade payment breakdown for the Work for which each is responsible. The breakdown, being submitted on a uniform standardized format approved by the Architect and Owner, 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 of the Work;
- .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.

§ 9.2.3 Any schedule of values or trade breakdown that fails to provide 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. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require (such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers), and shall reflect retainage as provided for in the Contract Documents.

§ 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 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, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole 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 in 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, the accompanying current construction schedule, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. 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. 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 suppliers 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 either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

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

§ 9.5.4 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 supplier 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 Contractor shall reflect such payment on its next Application 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 S.C. Ann. §§ 29-6-10 through 29-6-60, 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 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 and suppliers 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 or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to 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 or provided by 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, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 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' 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 by the amount of the Contractor's reasonable costs of shutdown, 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.

§ 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, the Owner, and any other party the Architect or the Owner choose, will make an inspection on a date and at a time mutually agreeable 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.

- .1 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.
- .2 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.
- .3 Representatives of the State Fire Marshal's Office and other authorities having jurisdiction may be present at the Substantial Completion inspection or otherwise inspect the completed Work and advise the Owner whether the Work meets their respective requirements for the Project.

§ 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; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and 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 for its written acceptance of responsibilities assigned in the Certificate and a copy of the signed Certificate shall be delivered to the Contractor. Upon such acceptance, the Owner shall make payment of retainage applying to the 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.

§ 9.8.6 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.

§ 9.8.7 The Owner may not occupy the Work until all required occupancy permits, if any, have been issued and delivered to the Owner.

§ 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 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 within thirty days after Substantial Completion. Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect, the Owner, and any other party the Architect or the Owner choose will make an inspection on a date and at a time mutually agreeable. 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 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.

- .1 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.
- .2 If the Contractor does not achieve Final Completion within thirty days after Substantial Completion or the timeframe agreed to by the parties in the Certificate of Substantial Completion, whichever is

greater, the Contractor shall be responsible for any additional Architectural fees resulting from the delay.

3. 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.

§ 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,
3. a written statement that the Contractor knows of no 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. documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties,
6. if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and 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,
7. required Training Manuals,
8. equipment Operations and Maintenance Manuals,
9. any certificates of testing, inspection or approval required by the Contract Documents and not previously provided, 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, corrected, 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 the 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;
3. terms of special warranties required by the Contract Documents; or
4. audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a 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.

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, a Subcontractor, or a Sub-subcontractor; 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 implement, 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 the owners and users of adjacent sites and utilities of the safeguards.

§ 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. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is 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, notice of the 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 and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance which was not discoverable as provided in Section 3.2.1 and not addressed in 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 a 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 notify the Owner and Architect of the condition. 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 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 the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will

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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 by the amount of the Contractor's reasonable additional costs of shutdown, 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 rights of either party to disagree and assert a Claim in accordance with Article 15.

§ 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 hazardous 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 hazardous 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 reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances 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 Owner and Architect notice of the emergency. This initial notice may be oral followed within five (5) days by a written notice setting forth the nature and scope of the emergency. Within fourteen (14) 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 Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 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.

§ 11.1.4 Failure to Purchase Required Property Insurance. If the Contractor fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the

Contract Documents, the Contractor shall inform the Owner in writing prior to commencement of the Work. Upon receipt of notice from the Contractor, the Owner may delay commencement of the Work and may obtain insurance that will protect the interests of the Owner in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall not be equitably adjusted. In the event the Contractor fails to procure coverage, the Contractor waives all rights against the Owner to the extent the loss to the Contractor (including Subcontractors and Sub-subcontractors) would have been covered by the insurance to have been procured by the Contractor. The cost of the insurance shall be charged to the Contractor by a Change Order. If the Contractor does not provide written notice, and the Owner is damaged by the failure or neglect of the Contractor to purchase or maintain the required insurance, the Contractor shall reimburse the Owner for all reasonable costs and damages attributable thereto.

§ 11.1.5 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner and all additional insureds of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Owner: (1) the Owner, upon receipt of notice from the Contractor, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall not be equitably adjusted; and (3) the Contractor waives all rights against the Owner to the extent any loss to the Contractor, Subcontractors, and Sub-subcontractors would have been covered by the insurance had it not expired or been cancelled. If the Owner purchases replacement coverage, the cost of the insurance shall be charged to the Contractor by an appropriate Change Order. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Reserved

§ 11.2.3 Reserved

§ 11.3 Waivers of Subrogation

§ 11.3.1 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; (2) the Architect and Architect's consultants; and (3) Separate Contractors, 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 those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.3.3 Limitation on the Owner's Waiver of Subrogation

South Carolina law prohibits the State from indemnifying a private party. Accordingly, and notwithstanding anything in the Agreement to the contrary, including but not limited to Sections 11.3.1, 11.3.2, and 11.4, the Owner cannot and

does not waive subrogation to the extent any losses are covered by insurance provided by the South Carolina Insurance Reserve Fund.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§ 11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Contractors 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 11.5.2. The Contractor shall pay the Architect and Owner their just shares of insurance proceeds received by the Contractor, and by appropriate agreements the Architect and Owner shall make payments to their consultants and separate contractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Contractor shall notify the Owner of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Owner shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Owner does not object, the Contractor shall settle the loss and the Owner shall be bound by the settlement and allocation. Upon receipt, the Contractor shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Owner timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Contractor may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

§ 11.5.3 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.

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/inspection 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, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, 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 Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before 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.

- .1 If 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.

§ 12.2.2 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 any 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 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 2.5.

§ 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 of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 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

§ 13.1.1 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.

§ 13.1.2 This Contract is formed pursuant to and governed by the South Carolina Consolidated Procurement Code and is deemed to incorporate all applicable provisions thereof and the ensuing regulations.

§ 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 an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.3 Rights and Remedies

§ 13.3.1 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.

§ 13.3.2 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 thereunder, except as may be specifically agreed upon in writing.

§ 13.3.3 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
- 7.5 Pricing Data and Audit
- A.3.2.2 Contractor's Liability Insurance (A101, Exhibit A)
- A.3.5 Performance and Payment Bond (A101, Exhibit A)
- 15.1.7 Claims for Listed Damages
- 15.1.8 Waiver of Claims Against the Architect
- 15.6 Dispute Resolution
- 15.6.5 Service of Process

§ 13.4 Tests and Inspections

§ 13.4.1 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 Owner and Architect timely notice of when and where tests and inspections are to be made so that they may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

- .1 Inspection, Special Inspections, and testing requirements, if any, as required by the ICC series of Building Codes shall be purchased by the Owner.
- .2 Contractor shall schedule and request inspections in an orderly and efficient manner and shall notify the Owner whenever the Contractor schedules an inspection. 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.

§ 13.4.2 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 13.4.1, 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 Owner and 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 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 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 and shall be deducted from future Applications of Payment.

§ 13.4.4 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.

§ 13.4.5 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.

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

§ 13.5 Interest

Payments due to the Contractor and unpaid under the Contract Documents shall bear interest only if and to the extent allowed by S.C. Code Ann. §§ 29-6-10 through 29-6-60. 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.

§ 13.6 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.

§ 13.7 Interpretation of Building Codes

As required by S.C. Code Ann. § 10-1-180, 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.

§ 13.8 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.

§ 13.9 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 subcontractor's 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-subcontractor's 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)

§ 13.10 Drug-Free Workplace

The Contractor must comply with the Drug-Free Workplace Act, S.C. Code Ann. §§ 44-107-10, et seq. The Contractor certifies to the Owner that Contractor will provide a Drug-Free Workplace, as defined by S.C. Code Ann. § 44-107-20(1).

§ 13.11 False Claims

According to S.C. Code Ann. § 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.

§ 13.12 Prohibited Acts

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)

§ 13.13 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 S.C. Code Ann. § 11-35-5300.

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, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, 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 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, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, 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' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work 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' 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 or suppliers in accordance with the Contract Documents and the respective agreements between the Contractor and the Subcontractors or suppliers;
- .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 reasons described in Section 14.2.1 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' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

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- .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, or that the termination for cause was affected by any other error, then Owner and Contractor agree that the termination shall be conclusively deemed to be one for the convenience of the Owner, and the rights and obligations of the parties shall be the same as if the termination had been issued for in 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 under Section 14.3.1. 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 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 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 Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and any other adjustments otherwise set forth in the Agreement.

§ 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;

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- .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.

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, a change in the Contract Time, 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. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Reserved

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by 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 under this Section 15.1.3.1 shall 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 15.1.6.2. By failing to give written notice of a Claim within the time required by this Section, a party expressly waives its Claim.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Architect is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 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.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Architect's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 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.

§ 15.1.6.2 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.

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- 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.

§ 15.1.6.3 Claims for increase in the Contract Time shall set forth in detail the circumstances that form the basis for the Claim, the date upon which each cause of delay began to affect the progress of the Work, the date upon which each cause of delay ceased to affect the progress of the work, and the number of days increase in the Contract Time claimed as a consequence of each such cause of delay. The Contractor shall provide such supporting documentation as the Owner may require including, where appropriate, a revised construction schedule indicating all the activities affected by the circumstances forming the basis of the Claim.

§ 15.1.6.4 The Contractor shall not be entitled to a separate increase in the Contract Time for each one of the number of causes of delay which may have concurrent or interrelated effects on the progress of the Work, or for concurrent delays due to the fault of the Contractor.

§ 15.1.7 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.

§ 15.1.7.1 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 13.5 (Interest), (viii) lost revenue and profit for lost use of the property, (ix) costs resulting from lost productivity or efficiency.

§ 15.1.7.2 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 13.5 (Interest); (vii) unamortized equipment costs; and, (viii) losses incurred by subcontractors for the types of damages the Contractor has waived as against the Owner. Without limitation, this mutual waiver is applicable to all damages due to either party's termination in accordance with Article 14.

§ 15.1.7.3 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).

§ 15.1.8 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 waived 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

§ 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 (21) 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, 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

Init.

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 States 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, 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

Attachment "A"

for

AIA A201-2017 General Conditions of the Contract for Construction – South Carolina Division of Procurement Services, Office of State Engineer Version

1. Contractor shall add the following wording to their insurance policy per General Conditions of the Contract for Construction – South Carolina Division of Procurement Services, Office of State Engineer Version of the A201-2017, Article 11 – Insurance and Bonds, page 35 of 46 that the Agency shall be named as an additional insured. The Agency shall be named and noted on the insurance form as:

"Coastal Carolina University, including its current and former trustees, officers, directors, employees, volunteer workers, agents, assigns and students are additional insured in respect to the General Liability Policy."

2. The contractor, subcontractors and their employees performing work for Coastal Carolina University are required to comply with Title VII of the Civil Rights Act of 1964 and the Title IX Education Amendments of 1972, and subsequent amendments.
3. The use of all forms of tobacco and smoke related products (includes but not limited to, cigarettes, cigars, pipes, chewing tobacco, snuff, water pipes (hookahs), bidis, kreteks, smokeless tobacco, electronic cigarettes, and other devices allowing the ingestion, combustion, inhalation or other use of tobacco or other substances) is prohibited in or on all University property per Policy Number PRES-110 Tobacco-Free Campus created August 2008 and revised and approved December 2019.

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: Coastal Carolina University
Address: PO Box 261954
Conway, SC 29528

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: Practice Field Upgrades
State Project Number: H17-N125-Mj

Brief Description of Awarded Work: Strip and remove approx. 3,000 CY of topsoil from practice field, installing storm drainage, underdrains, perimeter curbing, 8" depth base stone, and 120,800 SF of synthetic field turf. Goal post, field lines for football, soccer and lacrosse and quick connections for irrigation are included.

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

Name: CHA Consulting, Inc.
Address: 110 Traders Cross, Suite 201
Bluffton, SC 29909

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 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: Coastal Carolina University
Address: PO Box 261954
Conway, SC 29528

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: Practice Field Upgrades
State Project Number: H17-N125-MJ

Brief Description of Awarded Work: Strip and remove approx. 3,000 CY of topsoil from practice field, installing storm drainage, underdrains, perimeter curbing, 8" depth base stone, and 120,800 SF of synthetic field turf. Goal post, field lines for football, soccer and lacrosse and quick connections for irrigation are included.

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

Name: CHA Consulting, Inc.
Address: 110 Traders Cross, Suite 201
Bluffton, SC 29909

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

By: _____
(Seal)

Print Name: _____

Print Title: _____

Witness: _____

SURETY

By: _____
(Seal)

Print Name: _____

Print Title: _____
(Attach Power of Attorney)

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 CONTRACT

AGENCY: Coastal Carolina University

PROJECT NAME: Practice Field Upgrades

PROJECT NUMBER: H17-N125-MJ

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. Total Number of Days added to this Contract including this Change Order		0 Days
5. 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:

I certify that the Agency has authorized, unencumbered funds available for obligation to this contract.

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

Print Name of Representative: _____

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

APPROVED 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 approved the SE-380 and return to Agency.

SECTION 011000 – SUMMARY

PART 1 – GENERAL

1.1 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Identification: Project consists of replacement of an existing natural grass practice field at the Fowler Athletic Practice Field complex with a new synthetic turf field.
 - 1. Project Location: 829 Hwy 544, Conway, SC 29526.
 - 2. Owner: Coastal Carolina University.
- B. Engineer Identification: The Contract Documents, dated July 2, 2021, were prepared for Project by CHA Consulting, Inc., 110 Traders Cross, Suite 201, Bluffton, SC 29909.
- C. The Work consists of replacing an existing natural grass practice field at the Fowler Athletic Practice Field complex with a new synthetic turf field system with sand and rubber infill. The new field will include tufted or inlaid markings for football, soccer, and women's lacrosse.
 - 1. The Work includes:
 - a. Site clearing
 - b. Earthwork
 - c. Erosion and sedimentation control
 - d. Cast-in-place concrete curbing
 - e. Synthetic turf playing field and subsurface drainage system
 - f. Chain link fence and gates (Not In Contract)
 - g. Irrigation lines and quick connects
 - h. HDPE storm drainage piping
 - i. Outdoor sports equipment (e.g., field goals).

1.2 CONTRACTS

- A. Project will be constructed under multiple contracts.
- B. Multiple contracts are separate contracts, representing significant construction activities, between Owner and separate contractors. See Section "Summary of Multiple Contracts" for a description of work included under each separate contract. Each contract is performed concurrently and coordinated closely with construction activities performed on Project under other contracts. Contracts for this Project include the following:
 - 1. Synthetic turf field construction.
 - 2. Chain link fence and gates construction.

1.3 WORK UNDER OTHER CONTRACTS

- A. Separate Contract: Owner will award a separate contract for performance of certain construction operations at Project site. Those operations will be conducted simultaneously with work under this Contract. This contract will include the following:
 - 1. Chain link fence and gates. A separate contract will be awarded for construction of all chain link fence and gates work.
- B. Cooperate fully with separate contractors so work on those contracts may be carried out smoothly, without interfering with or delaying work under this Contract.

1.4 SPECIFICATION FORMATS AND CONVENTIONS

- A. Specification Format: The Specifications are organized into Divisions and Sections using the 48-division format and CSI/CSC's "MasterFormat" numbering system.
- B. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
 - 1. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.
 - 2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.
 - a. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION

SECTION 013000 – PROJECT MANAGEMENT AND COORDINATION

PART 1 – GENERAL

1.1 SUMMARY

- A. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. Coordination.
 - 2. Submittals.
 - 3. Administrative and supervisory personnel.
 - 4. Project meetings.
 - 5. General installation provisions.
 - 6. Cleaning and protection.
- B. Where applicable, each prime Contractor shall participate in these coordination requirements, even though certain areas of responsibility are assigned to a specific prime Contractor.

1.2 COORDINATION

- A. Coordination: Each prime contractor shall cooperate with Owner and coordinate construction activities to assure efficient and orderly installation of each part of the Work.
 - 1. Where installation of one part of the Work is dependent on installation of other components, either before or after its own installation, cooperate with scheduled construction activities in the sequence required to obtain the best results.
 - 2. Where availability of space is limited, coordinate installation of different components to assure maximum accessibility for required maintenance, service and repair.
 - 3. Make adequate provisions to accommodate items scheduled for later installation.
 - 4. Coordinate construction activities with public and private utilities.
 - a. Notify South Carolina 811(SC811) a minimum of 48 hours prior to excavation or blasting.
 - b. Notify the Owner and Engineer of any utility locations encountered which conflict with the work. Coordinate with the Owner and Utility Company in the protection, removal, relocation or replacement of conflicting utility locations.
- B. Where necessary, prepare memoranda for distribution to each party involved outlining special procedures required for coordination. Include such items as required notices, reports, and attendance at meetings.
 - 1. Prepare similar memoranda for the Owner and separate Contractors where coordination of their Work is required.

1.3 SUBMITTALS

- A. Coordination Drawings: Prepare and submit coordination Drawings where close and careful coordination is required for installation of products and materials fabricated off-site by separate entities, and where limited space availability necessitates maximum utilization of space for efficient installation of different components.
 - 1. Show the interrelationship of components shown on separate Shop Drawings.
 - 2. Indicate required installation sequences.
 - 3. Comply with requirements contained in Section “Submittals Procedures.”

- B. Staff Names: Within 15 days of starting construction operations, submit a list of principal staff assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home and office telephone numbers. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.

1.4 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site, unless otherwise indicated.
 - 1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Engineer of scheduled meeting dates and times.
 - 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
 - 3. Minutes: Record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Engineer, within 3 days of the meeting.

- B. Preconstruction Conference: Schedule a preconstruction conference and organizational meeting at the Project site or other convenient site prior to commencement of construction activities. Conduct the meeting to review responsibilities and personnel assignments.
 - 1. Attendees: Authorized representatives of Owner, the Engineer, and their consultants; the Contractor and its superintendent; major subcontractors; manufacturers; suppliers and other concerned parties shall each be represented at the conference. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 - 2. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Tentative construction schedule.
 - b. Critical work sequencing.
 - c. Designation of responsible personnel.
 - d. Procedures for processing field decisions and Change Orders.
 - e. Procedures for processing Applications for Payment.
 - f. Submittal procedures.
 - g. Preparation of Record Documents.
 - h. Use of the premises.
 - i. Parking availability.
 - j. Equipment deliveries and priorities.
 - k. Safety procedures.
 - l. First aid.
 - m. Security.
 - n. Working hours.
 - o. Housekeeping.
 - p. Subcontractors.
 - q. Preliminary Schedule of Shop Drawings and Samples.
 - r. Co-ordination with other contractors.
 - s. Contractor's Schedule of Values.

- C. Progress Meetings: Conduct progress meetings at the Project Site every two weeks.
 - 1. Attendees: In addition to representatives of the Owner and Engineer, each contractor, subcontractor, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All

participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.

2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to the current status of Project.
 - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - b. Review present and future needs of each entity present, including the following:
 - 1) Interface requirements.
 - 2) Time.
 - 3) Sequence of operations.
 - 4) Status of submittals.
 - 5) Deliveries.
 - 6) Off-site fabrication.
 - 7) Access.
 - 8) Site utilization.
 - 9) Temporary facilities and controls.
 - 10) Work hours.
 - 11) Hazards and risks.
 - 12) Progress cleaning.
 - 13) Quality and work standards.
 - 14) Change Orders.
 - 15) Documentation of information for payment requests.
3. Reporting: No later than 3 days after each progress meeting date, distribute copies of minutes of the meeting to each party present and to parties who should have been present. Include a brief summary, in narrative form, of progress since the previous meeting and report.
 - a. Schedule Updating: Revise Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue the revised schedule concurrently with the report of each meeting.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION

3.1 GENERAL INSTALLATION PROVISIONS

- A. Inspection of Conditions: Require the Installer of each major component to inspect both the substrate and conditions under which Work is to be performed. Do not proceed until unsatisfactory conditions have been corrected in an acceptable manner.
- B. Manufacturer's Instructions: Comply with manufacturer's installation instructions and recommendations, to the extent that those instructions and recommendations are more explicit or stringent than requirements contained in Contract Documents.

- C. Inspect materials or equipment immediately upon delivery and again prior to installation. Reject damaged and defective items.
- D. Visual Effects: Provide uniform joint widths in exposed Work. Arrange joints in exposed Work to obtain the best visual effect. Refer questionable choices to the Engineer for final decision.
- E. Recheck measurements and dimensions, before starting each installation.
- F. Install each component during weather conditions and Project status that will ensure the best possible results. Isolate each part of the completed construction from incompatible material as necessary to prevent deterioration.

3.2 CLEANING AND PROTECTION

- A. During handling and installation, clean and protect construction in progress and adjoining materials in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- B. Clean and maintain completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- C. Limiting Exposures: Supervise construction activities to ensure that no part of the construction completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period. Where applicable, such exposures include, but are not limited to, the following:
 - 1. Excessive static or dynamic loading.
 - 2. Excessive internal or external pressures.
 - 3. Excessively high or low temperatures.
 - 4. Water or ice.
 - 5. Solvents.
 - 6. Chemicals.
 - 7. Light.
 - 8. Radiation.
 - 9. Puncture.
 - 10. Abrasion.
 - 11. Heavy traffic.
 - 12. Soiling, staining and corrosion.
 - 13. Combustion.
 - 14. Unusual wear or other misuse.
 - 15. Excessive weathering.
 - 16. Unprotected storage.
 - 17. Improper shipping or handling.
 - 18. Theft.
 - 19. Vandalism.

END OF SECTION

SECTION 013200 – CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 – GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
 - 1. Preliminary Construction Schedule.
 - 2. Contractor's Construction Schedule.
 - 3. Field condition reports.
 - 4. Special reports.
 - 5. Construction photographs.

1.2 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
 - 1. Critical activities are activities on the critical path. They must start and finish on the planned early start and finish times.
 - 2. Predecessor activity is an activity that must be completed before a given activity can be started.
- B. Critical Path: The longest continuous chain of activities through the network schedule that establishes the minimum overall Project duration and contains no float.
- C. Event: The starting or ending point of an activity.
- D. Float: The measure of leeway in starting and completing an activity.
 - 1. Float time is not for the exclusive use or benefit of either Owner or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.
 - 2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the following activity.
 - 3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.
- E. Milestone: A key or critical point in time for reference or measurement.

1.3 SUBMITTALS

- A. Qualification Data: For firms and persons specified in "Quality Assurance" to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.
- B. Preliminary Construction Schedule: Submit one electronic (PDF format) copy.
- C. Contractor's Construction Schedule: Submit one electronic (PDF format) copy.

- D. Construction Photographs: Submit a digital photo of each view within 7 days of taking photographs.
 - 1. Format: Digital JPG image with minimum resolution of 2584x1936 and image quality set to fine/high or better.
 - 2. Identification: A photo-log shall be provided containing a record for each submitted photo with the following information:
 - a. File Name of Photo.
 - b. Name of Project.
 - c. Name and address of photographer.
 - d. Name of Engineer.
 - e. Name of Contractor.
 - f. Date photograph was taken.
 - g. Description of vantage point, indicating location, direction (by compass point), and elevation or story of construction.
 - 3. Photo-logs may be scanned hard-copy forms, though digital formats such as MS Word, MS Excel or MS Access are preferred. If the delivery method for the photos is via an online file management system, photo-log records should be entered into that system provided it supports entering the above information.
 - 4. Delivery: If an online document management system or project collaboration website is used on the project, all photos and accompanying identification will be uploaded to it. Otherwise, digital photos will be delivered via traditional media such as CD, DVD, or uploaded to an FTP site.
- E. Field Condition Reports: Submit via email at time of discovery of differing conditions.
- F. Special Reports: Submit 2 copies at time of unusual event.

1.4 COORDINATION

- A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.
- B. Coordinate Contractor's Construction Schedule with the Schedule of Values, list of subcontracts, Submittals Schedule, progress reports, payment requests, and other required schedules and reports.
 - 1. Secure time commitments for performing critical elements of the Work from parties involved.
 - 2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

PART 2 – PRODUCTS

2.1 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. Procedures: Comply with procedures contained in AGC's "Construction Planning & Scheduling."
- B. Time Frame: Extend schedule from date established for commencement of the Work to date of Substantial Completion.
 - 1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
 - 2. Activity Duration: Define activities so no activity is longer than 10 days, unless specifically allowed by Engineer.

3. Substantial Completion: Indicate completion in advance of date established for Substantial Completion and allow time for Engineer's administrative procedures necessary for certification of Substantial Completion.
- C. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule and show how the sequence of the Work is affected.
 1. Work under More Than One Contract: Include a separate activity for each contract.
 2. Work Restrictions: Show the effect of the following items on the schedule:
 - a. Coordination with existing construction.
 - b. Limitations of continued occupancies.
 - c. Uninterruptible services.
 - d. Partial occupancy before Substantial Completion.
 - e. Use of premises restrictions.
- D. Computer Software: Prepare schedules using a program that has been developed specifically to manage construction schedules.

2.2 PRELIMINARY CONSTRUCTION SCHEDULE

- A. Bar-Chart Schedule: Submit preliminary horizontal bar-chart-type construction schedule within 7 days of date established the Notice of Award.
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line. Outline significant construction activities for the entire duration of construction. .

2.3 CONTRACTOR'S CONSTRUCTION SCHEDULE (GANTT CHART)

- A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal Gantt-chart-type, Contractor's Construction Schedule within **30** days of date established for the Notice of Award. Base schedule on the Preliminary Construction Schedule and whatever updating and feedback was received since the start of Project.
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.
- C. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare a detailed report. Submit with a request for information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

2.4 SPECIAL REPORTS

- A. General: Submit special reports directly to Owner within one day of an occurrence. Distribute copies of report to parties affected by the occurrence.
- B. Reporting Unusual Events: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, response by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise Owner in advance when these events are known or predictable.

PART 3 – EXECUTION

3.1 CONSTRUCTION PHOTOGRAPHS

- A. Photographer: Engage a qualified commercial photographer to take construction photographs.
- B. Date Stamp: Unless otherwise indicated, date and time stamp each photograph as it is being taken so stamp is integral to photograph.
- C. Preconstruction Photographs: Before starting construction, take multiple photographs of Project site and surrounding properties from different vantage points, as directed by Engineer. Show existing conditions adjacent to property.
- D. Final Completion Construction Photographs: Take photographs after date of Substantial Completion for submission as Project Record Documents. Engineer will direct photographer for desired vantage points.

END OF SECTION

SECTION 013300 – SUBMITTAL PROCEDURES

PART 1 – GENERAL

1.1 SUMMARY

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

1.2 DEFINITIONS

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

1.3 SUBMITTAL ADMINISTRATIVE REQUIREMENTS:

- A. Engineer's Digital Data Files: Electronic digital data files of the Contract Drawings will be provided by Engineer for Contractor's use in preparing submittals.
 - 1. Engineer will furnish Contractor one set of digital data drawing files of the Contract Drawings for use in preparing Shop Drawings and Project record drawings.
 - a. Engineer makes no representations as to the accuracy or completeness of digital data drawing files as they relate to the Contract Drawings.
 - b. Digital Drawing Software Program: The Contract Drawings are available in AutoCAD Release 2018.
 - c. Contractor shall execute data licensing agreement.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
 - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 - 2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
 - 3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Engineer's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.

1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Engineer will advise Contractor when a submittal being processed must be delayed for coordination.
 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
 3. Resubmittal Review: Allow 15 days for review of each resubmittal.
- D. Electronic Submittals: Identify and incorporate information in each electronic submittal file as follows:
1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
 2. Name file with submittal number or other unique identifier, including revision identifier.
 3. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Engineer.
 4. Transmittal Form for Electronic Submittals: Use electronic form acceptable to Owner, containing the following information:
 - a. Project name.
 - b. Date.
 - c. Name and address of Engineer.
 - d. Name of Contractor.
 - e. Name of firm or entity that prepared submittal.
 - f. Names of subcontractor, manufacturer, and supplier.
 - g. Submittal purpose and description.
 - h. Specification Section number and title.
 - i. Specification paragraph number or drawing designation and generic name for each of multiple items.
 - j. Drawing number and detail references, as appropriate.
 - k. Related physical samples submitted directly.
- E. Options: Identify options requiring selection by Engineer.
- F. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
1. Note date and content of previous submittal.
 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
 3. Resubmit submittals until they are marked with approval notation from Engineer's action stamp.
- G. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- H. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Engineer's action stamp.

PART 2 – PRODUCTS

2.1 SUBMITTAL PROCEDURES

- A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
 - 1. Submit electronic submittals via email as PDF electronic files.
 - a. Engineer will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.
 - 2. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.

- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
 - 1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
 - 2. Mark each copy of each submittal to show which products and options are applicable.
 - 3. Include the following information, as applicable:
 - a. Manufacturer's catalog cuts.
 - b. Manufacturer's product specifications.
 - c. Standard color charts.
 - d. Statement of compliance with specified referenced standards.
 - e. Testing by recognized testing agency.
 - f. Application of testing agency labels and seals.
 - g. Notation of coordination requirements.
 - h. Availability and delivery time information.
 - 4. Submit Product Data before or concurrent with Samples.
 - 5. Submit Product Data in the following format:
 - a. PDF electronic file.

- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data, unless submittal based on Engineer's digital data drawing files is otherwise permitted.
 - 1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Identification of products.
 - b. Schedules.
 - c. Compliance with specified standards.
 - d. Notation of coordination requirements.
 - e. Notation of dimensions established by field measurement.
 - f. Relationship and attachment to adjoining construction clearly indicated.
 - g. Seal and signature of professional engineer if specified.
 - 2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches, but no larger than 30 by 42 inches.
 - 3. Submit Shop Drawings in the following format:
 - a. PDF electronic file.

- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
 2. Identification: Attach label on unexposed side of Samples that includes the following:
 - a. Generic description of Sample.
 - b. Product name and name of manufacturer.
 - c. Sample source.
 - d. Number and title of applicable Specification Section.
 - e. Specification paragraph number and generic name of each item.
 3. For projects where electronic submittals are required, provide corresponding electronic submittal of Sample transmittal, digital image file illustrating Sample characteristics, and identification information for record.
 4. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
 - a. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
 5. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
 - a. Number of Samples: Submit 1 full set of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Engineer will return submittal with options selected.
- E. Coordination Drawing Submittals: Comply with requirements specified in Division 01 Section "Project Management and Coordination."
- F. Contractor's Construction Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation."
- G. Test and Inspection Reports and Schedule of Tests and Inspections Submittals: Comply with requirements specified in Division 01 Section "Quality Requirements."
- H. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Division 01 Section "Closeout Procedures."
- I. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of Engineers and owners, and other information specified.
- J. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- K. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- L. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.

- M. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- N. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- O. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
- P. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
- Q. Engineer Construction Photographs: Comply with requirements in Division 1 Section "Construction Progress Documentation."

2.2 DELEGATED-DESIGN SERVICES

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
 - 1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Engineer.
- B. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit digitally signed PDF electronic file of certificate, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.
 - 1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

2.3 CONTRACTOR'S PROJECT HEALTH & SAFETY PLAN

- A. No later than the Pre-construction meeting, the Contractor shall submit to the Engineer a written Project Health & Safety Plan, which states the Contractor's company policy relative to safety. The plan must also address specific health and safety concerns, which are expected to be encountered on the project. As a minimum this plan shall include:
 - 1. Listing of project and company safety officers.
 - 2. Specific company safety policies.
 - 3. Employee Safety Training Program.
 - 4. Administrative procedures to handle employee health & safety concerns.
 - 5. Procedures for insuring worker compliance with health and safety requirements.
- B. The Contractor shall be responsible to ensure that each Subcontractor employed on the project complies with the requirements of this section either by submitting a copy of the subcontractor's Project Health & Safety Plan or by submitting a letter from the Subcontractor stating that they will comply with the provisions of the Contractor's Project Health & Safety Plan.

- C. Submission of the required Project Health & Safety Plan by the Contractor is primarily for information or record purposes and shall not be construed to imply approval by the Engineer or to relieve the Contractor from the responsibility to adequately protect the health & safety of all workers involved in the project.

PART 3 – EXECUTION

3.1 CONTRACTOR'S REVIEW

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

3.2 ENGINEER'S ACTION

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

END OF SECTION

SECTION 014000 – QUALITY REQUIREMENTS

PART 1 – GENERAL

1.1 SUMMARY

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

1.2 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and ensure that proposed construction complies with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that completed construction complies with requirements. Services do not include contract enforcement activities performed by Engineer.
- C. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.

1.3 DELEGATED DESIGN

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
 - 1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Engineer.

1.4 SUBMITTALS

- A. Qualification Data: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- B. Delegated-Design Submittal: In addition to Shop Drawings, Product Data, and other required submittals, submit a statement, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional, indicating that the products and systems are in compliance with performance and design criteria indicated. Include list of codes, loads, and other factors used in performing these services.

- C. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.5 QUALITY ASSURANCE

- A. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- B. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- C. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance.
- D. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or products that are similar to those indicated for this Project in material, design, and extent.
- E. Specialists: Certain sections of the Specifications require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
 - 1. Requirement for specialists shall not supersede building codes and similar regulations governing the Work.
- F. Testing Agency Qualifications: An agency with the experience and capability to conduct testing and inspecting indicated, as documented by ASTM E548, and that specializes in types of tests and inspections to be performed. Each testing agency shall be authorized by the authorities having jurisdiction in the state in which the project is located.
- G. Preconstruction Testing: Testing agency shall perform preconstruction testing for compliance with specified requirements for performance and test methods.
 - 1. Contractor responsibilities include the following:
 - a. Provide test specimens and assemblies representative of proposed materials and construction. Provide sizes and configurations of assemblies to adequately demonstrate capability of product to comply with performance requirements.
 - b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
 - 2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Engineer, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.

1.6 QUALITY CONTROL

- A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.

1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of the types of testing and inspecting they are engaged to perform.
 2. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.
- B. Contractor Responsibilities: Unless otherwise indicated, provide quality-control services specified and required by authorities having jurisdiction.
1. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
 - a. Contractor shall not employ the same entity engaged by Owner, unless agreed to in writing by Owner.
 2. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
 3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
 4. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
 5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that revised or replaced Work that failed to comply with requirements established by the Contract Documents.
- D. Testing Agency Responsibilities: Cooperate with Engineer and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
1. Notify Engineer and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
 2. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
 3. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
 4. Do not release, revoke, alter, or increase requirements of the Contract Documents or approve or accept any portion of the Work.
 5. Do not perform any duties of Contractor.
- E. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
1. Access to the Work.
 2. Incidental labor and facilities necessary to facilitate tests and inspections.
 3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
 4. Facilities for storage and field-curing of test samples.
 5. Preliminary design mix proposed for use for material mixes that require control by testing agency.
 6. Security and protection for samples and for testing and inspecting equipment at Project site.

- F. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and quality-control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
 - 1. Schedule times for tests, inspections, obtaining samples, and similar activities.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION

3.1 REPAIR AND PROTECTION

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

END OF SECTION

SECTION 016000 – PRODUCT REQUIREMENTS

PART 1 – GENERAL

1.1 SUMMARY

- A. This Section includes the following administrative and procedural requirements: selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; product substitutions; and comparable products.

1.2 DEFINITIONS

- A. Products: Items purchased for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
 - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation, shown or listed in manufacturer's published product literature that is current as of date of the Contract Documents.
 - 2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
 - 3. Comparable Product: Product that is demonstrated and approved through submittal process, or where indicated as a product substitution, to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
- C. Basis-of-Design Product Specification: Where a specific manufacturer's product is named and accompanied by the words "basis of design," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of other named manufacturers.
- D. Manufacturer's Warranty: Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
- E. Special Warranty: Written warranty required by or incorporated into the Contract Documents, either to extend time limit provided by manufacturer's warranty or to provide more rights for Owner.

1.3 SUBMITTALS

- A. Substitution Requests: Requests for substitution will be considered if received within 30 days after commencement of the Work. Requests received more than 30 days after commencement of the Work may be considered or rejected at the discretion of the Engineer. Submit 3 copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. Substitution Request Form: Use CSI Form 13.1A or other applicable form.
 - 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:

- a. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
 - b. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 - c. Samples, where applicable or requested.
 - d. List of similar installations for completed projects with project names and addresses and names and addresses of Engineers and owners.
 - e. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
 - f. Contractor's certification that proposed substitution complies with requirements in the Contract Documents and is appropriate for applications indicated.
3. Engineer's Action: If necessary, Engineer will request additional information or documentation for evaluation within one week of receipt of a request for substitution. Engineer will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or 7 days of receipt of additional information or documentation, whichever is later.
- a. Form of Acceptance: Change Order.
 - b. Use product specified if Engineer cannot make a decision on use of a proposed substitution within time allocated.
- B. Basis-of-Design Product Specification Submittal: Comply with requirements in Division 1 Section "Submittal Procedures." Show compliance with requirements.
- C. Warranty and Bond Submittals: Submit written warranties to the Engineer prior to the date certified for Substantial Completion. If the Engineer's Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion for the Work, or a designated portion of the Work, submit written warranties upon request of the Engineer.
1. Form of Submittal: At Final Completion compile two copies of each required warranty and bond properly executed by the Contractor, or by the Contractor, subcontractor, supplier, or manufacturer. Organize the warranty documents into an orderly sequence based on the table of contents of the Project Manual.
 2. Bind warranties and bonds in heavy-duty, commercial quality, durable 3-ring vinyl covered loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2" by 11" paper.
 - a. Provide heavy paper dividers with celluloid covered tabs for each separate warranty. Mark the tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product, and the name, address, and telephone number of the installer.
 - b. Identify each binder on the front and the spine with the typed or printed title "WARRANTIES AND BONDS," the Project title or name, and the name of the Contractor.
 - c. When operating and maintenance manuals are required for warranted construction, provide additional copies of each required warranty, as necessary, for inclusion in each required manual.

1.4 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, product selected shall be compatible with products previously selected, even if previously selected products were also options.

- B. Source Limitations: To the fullest extent possible, provide products of the same kind, from a single source.

1.5 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturer's written instructions.
 - 1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
 - 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
 - 3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
 - 4. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.
 - 5. Store products to allow for inspection and measurement of quantity or counting of units.
 - 6. Store materials in a manner that will not endanger Project structure.
 - 7. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
 - 8. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
 - 9. Protect stored products from damage.
- B. Storage: Provide a secure location and enclosure at Project site for storage of materials and equipment by Owner's construction forces. Coordinate location with Owner.

1.6 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution. Submit a draft for approval before final execution.
 - 1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
 - 2. Refer to Divisions 02 through 49 Sections for specific content requirements and particular requirements for submitting special warranties.
- C. Warranty Requirements: Related Damages and Losses: When correcting warranted Work that has failed, remove and replace other Work that has been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted Work.
 - 1. Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.
 - 2. Replacement Cost: Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective

Work regardless of whether the Owner has benefited from use of the Work through a portion of its anticipated useful service life.

3. Owner's Recourse: Written warranties made to the Owner are in addition to implied warranties, and shall not limit the duties, obligations, rights and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations on time in which the Owner can enforce such other duties, obligations, rights, or remedies.
 - a. Rejection of Warranties: The Owner reserves the right to reject warranties and to limit selections to products with warranties not in conflict with requirements of the Contract Documents.
4. The Owner reserves the right to refuse to accept Work for the Project where a special warranty, certification, or similar commitment is required on such Work or part of the Work, until evidence is presented that entities required to countersign such commitments are willing to do so.

PART 2 – PRODUCTS

2.1 PRODUCT OPTIONS

- A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged, and unless otherwise indicated, that are new at time of installation.
 1. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
 2. Where products are accompanied by the term "as selected," Engineer will make selection.
 3. Where products are accompanied by the term "match sample," sample to be matched is Engineer's.
 4. Or Equal: Where products are specified by name and accompanied by the term "or equal" or "or approved equal" or "or approved," comply with provisions in "Comparable Products" Article to obtain approval for use of an unnamed product.
- B. Product Selection Procedures: Procedures for product selection include the following:
 1. Product: Where Specification paragraphs or subparagraphs titled "Product" name a single product and manufacturer, provide the product named.
 2. Manufacturer/Source: Where Specification paragraphs or subparagraphs titled "Manufacturer" or "Source" name single manufacturers or sources, provide a product by the manufacturer or from the source named that complies with requirements.
 3. Products: Where Specification paragraphs or subparagraphs titled "Products" introduce a list of names of both products and manufacturers, provide one of the products listed that complies with requirements.
 4. Manufacturers: Where Specification paragraphs or subparagraphs titled "Manufacturers" introduce a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements.
 5. Basis-of-Design Products: Where Specification paragraphs or subparagraphs titled "Basis-of-Design Products" are included and also introduce or refer to a list of manufacturers' names, provide either the specified product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with provisions in "Comparable Products" Article to obtain approval for use of an unnamed product.
 - a. Substitutions may be considered, unless otherwise indicated.

2.2 PRODUCT SUBSTITUTIONS

- A. Timing: Engineer will consider requests for substitution if received within 30 days after the Notice of Award. Requests received after that time may be considered or rejected at discretion of Engineer.
- B. Conditions: Engineer will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Engineer will return requests without action, except to record noncompliance with these requirements:
 - 1. Requested substitution does not require extensive revisions to the Contract Documents.
 - 2. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - 3. Substitution request is fully documented and properly submitted.
 - 4. Requested substitution will not adversely affect Contractor's Construction Schedule.
 - 5. Requested substitution is compatible with other portions of the Work.
 - 6. Requested substitution has been coordinated with other portions of the Work.
 - 7. Requested substitution provides specified warranty.

2.3 COMPARABLE PRODUCTS

- A. Where products or manufacturers are specified by name, submit the following, in addition to other required submittals, to obtain approval of an unnamed product:
 - 1. Evidence that the proposed product does not require extensive revisions to the Contract Documents that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
 - 2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
 - 3. Evidence that proposed product provides specified warranty.
 - 4. List of similar installations for completed projects with project names and addresses and names and addresses of Engineers and owners, if requested.
 - 5. Samples, if requested.

PART 3 – EXECUTION (Not Used)

END OF SECTION

SECTION 017300 – EXECUTION REQUIREMENTS

PART 1 – GENERAL

1.1 SUMMARY

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

1.2 SUBMITTALS

- A. Qualification Data: For land surveyor to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.
- B. Certificates: Submit certificate signed by land surveyor certifying that location and elevation of improvements comply with requirements.
- C. Certified Surveys: Submit 2 copies signed by land surveyor.

1.3 QUALITY ASSURANCE

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

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.1 EXAMINATION

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

- B. Existing Utilities: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities and other construction affecting the Work.
 - 1. Before construction, verify the location and invert elevation at points of connection of storm sewer, irrigation service piping, and underground electrical services.
- C. Acceptance of Conditions: Examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.

3.2 PREPARATION

- A. Existing Utility Information: Furnish information to Owner that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- B. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
 - 1. Notify Owner not less than 48 hours in advance of proposed utility interruptions.
 - 2. Do not proceed with utility interruptions without Owner's written permission.
- C. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- D. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- E. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Engineer. Include a detailed description of problem encountered, together with recommendations for changing the Contract Documents. Submit requests on CSI Form 13.2A, "Request for Interpretation."

3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Engineer promptly.
- B. General: Engage a land surveyor to lay out the Work using accepted surveying practices.
 - 1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.
 - 2. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
 - 3. Inform installers of lines and levels to which they must comply.
 - 4. Check the location, level and plumb, of every major element as the Work progresses.
 - 5. Notify Engineer when deviations from required lines and levels exceed allowable tolerances.
 - 6. Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.

- C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and invert elevations.
- D. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.
- E. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Engineer .

3.4 FIELD ENGINEERING

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

3.5 INSTALLATION

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

3.6 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. Enforce requirements strictly. Dispose of materials lawfully.
 - 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 - 2. Do not hold materials more than 7 days during normal weather or 3 days if the temperature is expected to rise above 80 deg F (27 deg C).
 - 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
 - 1. Remove liquid spills promptly.
 - 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Exposed Surfaces: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- F. Waste Disposal: Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.
- G. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- H. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- I. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.7 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Comply with manufacturer's written instructions for temperature and relative humidity.

3.8 CORRECTION OF THE WORK

- A. Repair or remove and replace defective construction. Restore damaged substrates and finishes.

1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.
- B. Restore permanent facilities used during construction to their specified condition.
- C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.
- D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.

END OF SECTION

SECTION 017700 – CLOSEOUT PROCEDURES

PART 1 – GENERAL

1.1 SUMMARY

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

1.2 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.
 - 1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
 - 2. Advise Owner of pending insurance changeover requirements.
 - 3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 - 4. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
 - 5. Terminate and remove temporary facilities from Project site, along with construction tools and similar elements.
 - 6. Complete final cleaning requirements, including touchup painting.
 - 7. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Engineer, that must be completed or corrected before certificate will be issued.
 - 1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
 - 2. Results of completed inspection will form the basis of requirements for Final Completion.

1.3 FINAL COMPLETION

- A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:
 - 1. Submit a final Application for Payment.
 - 2. Submit certified copy of Engineer's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Engineer. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
 - 3. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.

- B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
 - 1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.4 PROJECT RECORD DOCUMENTS

- A. General: Do not use Project Record Documents for construction purposes. Protect Project Record Documents from deterioration and loss. Provide access to Project Record Documents for Engineer's reference during normal working hours.
- B. Record Drawings: Maintain and submit one set of blue- or black-line white prints of Contract Drawings and Shop Drawings.
 - 1. Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.
 - a. Give particular attention to information on concealed elements that cannot be readily identified and recorded later.
 - b. Accurately record information in an understandable drawing technique.
 - c. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
 - d. Mark Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. Where Shop Drawings are marked, show cross-reference on Contract Drawings.
 - 2. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at the same location.
 - 3. Mark important additional information that was either shown schematically or omitted from original Drawings.
 - 4. Note Construction Change Directive numbers, Change Order numbers, alternate numbers, and similar identification where applicable.
 - 5. Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location. Organize into manageable sets; bind each set with durable paper cover sheets. Include identification on cover sheets.
- C. Record Specifications: Submit one copy of Project's Specifications, including addenda and contract modifications. Mark copy to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
 - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 - 2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
 - 3. Note related Change Orders, Record Drawings, and Product Data, where applicable.

1.5 OPERATION AND MAINTENANCE MANUALS

- A. Assemble a complete set of operation and maintenance data indicating the operation and maintenance of each system, subsystem, and piece of equipment not part of a system. Include operation and maintenance data required in individual Specification Sections and as follows:

1. Maintenance Data:
 - a. Manufacturer's information, including list of spare parts.
 - b. Name, address, and telephone number of Installer or supplier.
 - c. Maintenance procedures.
 - d. Maintenance and service schedules for preventive and routine maintenance.
 - e. Maintenance record forms.
 - f. Sources of spare parts and maintenance materials.
 - g. Copies of maintenance service agreements.
 - h. Copies of warranties and bonds.
- B. Organize operation and maintenance manuals into suitable sets of manageable size. Bind and index data in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, with pocket inside the covers to receive folded oversized sheets. Identify each binder on front and spine with the printed title "OPERATION AND MAINTENANCE MANUAL," Project name, and subject matter of contents.

1.6 WARRANTIES

- A. Submittal Time: Submit written warranties on request of Engineer for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.
- B. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
 1. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch (115-by-280-mm) paper.
 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
- C. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 – EXECUTION

3.1 DEMONSTRATION AND TRAINING

- A. Instruction: Instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.
 1. Provide instructors experienced in operation and maintenance procedures.

2. Provide instruction at mutually agreed-on times. For equipment that requires seasonal operation, provide similar instruction at the start of each season.
 3. Schedule training with Owner with at least 7 days advance notice.
 4. Coordinate instructors, including providing notification of dates, times, length of instruction, and course content.
- B. Program Structure: Develop an instruction program that includes individual training modules for each system and equipment not part of a system, as required by individual Specification Sections. For each training module, develop a learning objective and teaching outline. Include instruction for the following:
1. System design and operational philosophy.
 2. Review of documentation.
 3. Adjustments.
 4. Troubleshooting.
 5. Maintenance.
 6. Repair.

3.2 FINAL CLEANING

- A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
1. Complete the following cleaning operations before requesting inspection for certification of Final Completion for entire Project or for a portion of Project:
 - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
 - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - e. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
 - f. Leave Project clean and ready for occupancy.
- C. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

END OF SECTION

SECTION 116833 – OUTDOOR SPORTS EQUIPMENT

PART 1 – GENERAL

1.1 WORK INCLUDED

- A. Provide equipment and materials, and do work necessary and construct or provide the following as indicated on the Drawings and as specified. Work shall include but shall not be limited to:
 - 1. Football Equipment:
 - a. Goal Post System.

1.2 SUBMITTALS

- A. Shop Drawings:
 - 1. Show application to project.
 - 2. Show fabrication and installation of backstop assembly and foul ball poles. Include plans, elevations, component details, and attachments to other Work.
- B. Provide sealed structural drawings by the qualified professional engineer for backstops, windscreens, and goalpost footings.
- C. Product Data: Submit manufacturer’s product data and samples as noted for the following:
 - 1. Goal Post System.
 - 2. Synthetic Turf Maintenance Equipment.

1.3 QUALITY ASSURANCE

- A. Installer of outdoor sports equipment the playing field shall be the same Contractor. All installed equipment shall be under the supervision of Owner’s groundskeeper.
- B. Welding: Qualify procedures and personnel according to AWS D1.1, “Structural Welding Code-Steel,” and AWS D1.3, “Structural Welding Code – Sheet Steel.”

1.4 WARRANTY

- A. General Warranty: Special warranties specified in this Section shall not deprive the Owner of other rights the Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by the Contractor under requirements of the Contract Documents.
- B. Special Warranties:
 - 1. Equipment: Written warranties, executed by the manufacturer of each piece of equipment specified agreeing to repair or replace equipment or components that fail in materials or workmanship with specified warranty period.

PART 2 – PRODUCTS

2.1 FOOTBALL EQUIPMENT

- A. Football Goal Post System – Option One:
 - 1. Goal Posts and Appurtenances for the specific sport level by the following or approved equal:

- a. Upright Height:
 - 1) 30 feet.
 - b. Crossbar Width:
 - 1) 18 feet 6 inches.
 - c. Gooseneck Depth:
 - 1) 8 feet.
 - d. Material:
 - 1) Aluminum.
2. Products and Suppliers:
- a. Sportsfield Specialties, Inc., www.sportsfieldspecialties.com.
 - 1) Goal System, Model No. GP830COL.
 - 2) Goal Post Pads, Model No. GP 4590 R Full, 18 ounces.
 - b. Triman
 - 1) Tele-Goal (800) 822-6886.
 - c. Gilman Gear:
 - 1) LNG18 (18 feet 6 inches w), 8-foot offset, Gilman Gear.
 - d. UCS Sports and Recreation Equipment:
 - 1) 8-foot offset.
 - 2) (800) 526-4856.
 - e. Or approved equal.
3. Paint:
- a. Powder Coated Saturn Yellow.

PART 3 – EXECUTION

3.1 INSTALLATION

- A. General: Install in accordance with manufacturers recommendations and approved shop drawings.
- B. Football Equipment:
 - 1. Football Goal Post System:
 - a. Install new equipment as per manufacturer’s instructions for location, height of crossbar and level.
 - b. Contractor to submit drawing of footing sealed by a licensed engineer and approved prior to installation of footing or sleeve.

END OF SECTION

SECTION 311000 – SITE CLEARING

PART 1 – GENERAL

1.1 SUMMARY

- A. This Section includes the following:
 - 1. Protecting existing trees, shrubs, groundcovers, plants, and grass to remain.
 - 2. Removing existing trees, shrubs, groundcovers, plants, and grass.
 - 3. Clearing and grubbing.
 - 4. Stripping and stockpiling topsoil.
 - 5. Removing above- and below-grade site improvements.
 - 6. Disconnecting, capping or sealing, and abandoning site utilities in place or removing site utilities.

1.2 DEFINITIONS

- A. Topsoil: Natural or cultivated surface-soil layer containing organic matter and sand, silt, and clay particles; friable, pervious, and black or a darker shade of brown, gray, or red than underlying subsoil; reasonably free of subsoil, clay lumps, gravel, and other objects more than 2 inches (50 mm) in diameter; and free of subsoil and weeds, roots, toxic materials, or other non-soil materials.
- B. Tree Protection Zone: Area surrounding individual trees or groups of trees to be protected during construction, and defined by the drip line of individual trees or the perimeter drip line of groups of trees, unless otherwise indicated.
- C. Grubbing: Removal of vegetation and other organic matter including stumps, buried logs, and roots.

1.3 MATERIAL OWNERSHIP

- A. Except for excess stripped topsoil or other materials indicated to remain Owner's property, cleared materials shall become Contractor's property and shall be removed from Project site.

1.4 SUBMITTALS

- A. Photographs or videotape, sufficiently detailed, of existing conditions of trees and plantings, adjoining construction, and site improvements that might be misconstrued as damage caused by site clearing.
- B. Record drawings, according to Section "Project Record Documents," identifying and accurately locating capped utilities and other subsurface structural, electrical, and mechanical conditions.
- C. Certification: Submit written certification by qualified arborist that trees indicated to remain have been protected during the course of construction in accordance with recognized standards and that where damage did occur, trees were promptly and properly treated. Indicate which damaged trees (if any) are incapable of retaining full growth potential and are recommended to be replaced.

1.5 QUALITY ASSURANCE

- A. Stake limits of clearing, grubbing, and stripping, prior to commencing of work.

1.6 PROJECT CONDITIONS

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.
 - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
 - 2. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction. Detour routes shall be identified by adequate signs in accordance with the MUTCD.
- B. Protect areas outside limits of disturbance from encroachment by construction personnel or equipment, regardless of property Ownership. Access shall be by specific, written permission or easement only
- C. Salvageable Improvements: Carefully remove items indicated to be salvaged and deliver to storage location defined on the plans or specified here in.
- D. Utility Locator Service: Properly notify utility locator service for area where Project is located before site clearing in accordance with local protocol.
- E. Do not commence site clearing operations until temporary erosion and sedimentation control measures are in place.
- F. Contractor shall verify existing grades prior to performing work under this section. If existing grades are at variance with the drawings, notify the Owner and receive instructions prior to proceeding. No additional compensation will be considered resulting from grade variances once site clearing has commenced.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.1 PREPARATION

- A. Protect and maintain benchmarks and survey control points from disturbance during construction.
- B. Locate and clearly flag, fence and protect trees and vegetation to remain or to be relocated.
- C. Protect existing site improvements to remain from damage during construction.
 - 1. Restore damaged improvements to their original condition, as acceptable to Owner.

3.2 UTILITIES

- A. Locate, identify, disconnect, and seal or cap off utilities indicated to be removed.
 - 1. Owner will arrange to shut off indicated utilities when requested by Contractor.

- B. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
 - 1. Notify Owner's Representative and owner not less than two days in advance of proposed utility interruptions.
 - 2. Do not proceed with utility interruptions without Owner's Representative written permission.
- C. Excavate for and remove underground utilities indicated to be removed.

3.3 CLEARING AND GRUBBING

- A. Completely remove obstructions, trees, shrubs, stumps, roots, grass, and other vegetation to permit installation of new construction.
 - 1. Do not remove trees, shrubs, and other vegetation indicated to remain or to be relocated.
 - 2. Cut minor roots and branches of trees indicated to remain in a clean and careful manner where such roots and branches obstruct installation of new construction.
 - 3. Use only hand methods for grubbing within tree protection zone.
 - 4. Chip removed tree branches and dispose of off-site.
- B. Fill depressions caused by clearing and grubbing operations in accordance with Section "Earth Moving" unless further excavation or earthwork is indicated.
 - 1. Place fill material in horizontal layers not exceeding a loose depth of 8 inches (200 mm) and compact each layer to a density equal to adjacent original ground.

3.4 TOPSOIL STRIPPING

- A. Remove sod and grass before stripping topsoil.
- B. Where trees are designated to remain, stop topsoil stripping and adequate distance from the trees to prevent damage to the main root system.
- C. Strip topsoil to whatever depths are encountered in a manner to prevent intermingling with underlying subsoil or other waste materials.
 - 1. Remove subsoil and non-soil materials from topsoil, including trash, debris, weeds, roots, and other waste materials.
- D. Stockpile topsoil materials away from edge of excavations without intermixing with subsoil. Grade and shape stockpiles to drain surface water. Cover to prevent windblown dust.
 - 1. Limit height of topsoil stockpiles to 72 inches (1800 mm).
 - 2. Do not stockpile topsoil within tree protection zones.
 - 3. Dispose of excess topsoil at alternate on campus locations as indicated on Contract Drawings.

3.5 SITE IMPROVEMENTS

- A. Remove existing above- and below-grade improvements as indicated and as necessary to facilitate new construction.

3.6 DISPOSAL

- A. Burning of debris onsite is not permitted.

- B. Remove surplus soil material, unsuitable topsoil, obstructions, demolished materials, and waste materials including trash and debris, and legally dispose of them off Owner's property.
 - 1. Separate recyclable materials produced during site clearing from other nonrecyclable materials. Store or stockpile without intermixing with other materials and transport them to recycling facilities.
 - 2. Surplus soil material shall remain property of Coastal Carolina University and shall be placed by the contractor within 2 miles of construction site at Hackler Golf Course. Owner shall provide location and clearly mark area(s).

END OF SECTION

SECTION 312000 – EARTH MOVING

PART 1 – GENERAL

1.1 SUMMARY

- A. This Section includes the preparation of the site, protection, excavation, embankment, drainage, dewatering, for site grading, as shown on the Drawings, and as herein specified.
- B. The Contractor shall accept the site in the condition in which it exists at the time of the award of the Contract.
- C. The Engineer shall determine the suitability of materials that are to be used in the work and should any materials encountered be unsatisfactory for the purpose intended, they shall be removed from the site at the Contractor's expense.

1.2 QUALITY ASSURANCE

- A. Reference Standards:
 - 1. The latest edition of the following standards, as referenced herein, shall be applicable.
 - a. South Carolina DOT Standard Specifications.
 - b. "Standard Specifications for Highway Materials and Methods of Sampling and Testing, American Association of State Highway and Transportation Officials (AASHTO)."
- B. The Contractor shall comply with the requirements for soil erosion and sedimentation control, and other requirements of governmental authorities having jurisdiction, including the State of South Carolina.
- C. The Contractor shall provide and pay for all costs in connection with an approved independent testing facility to determine conformance of soils and aggregate with the specifications in accordance with Section "Quality Requirements."

1.3 SUBMITTALS

- A. Samples:
 - 1. The Contractor shall furnish earth materials to the testing laboratory for analysis and report, as directed by the Engineer, or as outlined in the specifications.
- B. Test Results:
 - 1. The testing laboratory shall submit written reports of all tests, investigations, and recommendations to the Contractor and the Engineer.

1.4 PROJECT REQUIREMENTS

- A. Notify the Engineer of any unexpected subsurface condition.
- B. Protection of Existing Utilities:
 - 1. Locate existing underground utilities in areas of work. If utilities are to remain in place, provide adequate support and protection during earthwork operations, comply with OSHA requirements.
 - 2. Coordinate interruption and/or termination of utilities with the utility companies and the Owner.

3. Provide a minimum of 48 hours notice to the Owner and receive written notice to proceed before interrupting any utility.
 4. Demolish and completely remove from the site any existing underground utilities designated to be removed as shown on the Drawings or as specified in Section "Site Clearing."
 5. Repair any damaged utilities as acceptable to the Engineer, at no additional cost to the Owner.
- C. Protection of Persons and Property:
1. Barricade open excavations occurring as part of this work, and post with warning lights.
 2. Operate warning lights as recommended by authorities having jurisdiction.
 3. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.
 4. Perform excavation within drip-line of large trees to remain by hand and protect the root system from damage or dryout to the greatest extent possible. Maintain moist conditions for root system and cover exposed roots with burlap. Paint root cuts of 1-inch diameter and larger with emulsified asphalt tree paint.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Select Granular Material: Sound, durable, sand, gravel, stone or blends with these materials, free from organic, frozen, or other deleterious materials, conforming to the requirements of SCDOT and meeting the following gradation requirements:

SIEVE	PERCENT PASSING
2"	100
1/4"	30 - 65
No. 40	5 - 40
No. 200	0 - 10

- B. Selected Fill: Sound, durable, sand, gravel, stone, or blends of these materials, free from organic, frozen or other deleterious materials.

SIEVE	PERCENT PASSING
4"	100
No. 40	0 - 70
No. 200	0 - 10

1. Fines passing No. 200 shall be non-plastic.
2. Particle size analysis shall show no gap grading.

- C. Structural Fill: Sound, durable, sand, gravel, stone, or blends of these materials, free from organic, frozen or other deleterious materials.

1. Structural Fill shall be placed in loose lifts not exceeding 8.0 inches in thickness in open areas when using a 10-ton roller or in 6 inch lifts in confined areas such as trench excavations when using a narrow trench roller. Structural fill should be compacted to at least 95 percent of the material's maximum dry density as determined by the modified Proctor test (ASTM D 1557). Actual lift thickness shall be based on the type of compaction equipment used during construction.

SIEVE	PERCENT PASSING
4"	100
No. 40	0 - 70
No. 200	0 - 10

2. Fines passing No. 200 shall be non-plastic.
3. Particle size analysis shall show no gap grading.

PART 3 – EXECUTION

3.1 PRECONSTRUCTION MATERIAL QUALIFICATION TESTING

- A. A 100-pound minimum representative sample shall be obtained from each potential borrow source. If different material gradations are known to exist in the pit, samples shall be obtained for each material. Each sample shall be mixed thoroughly and reduced to test specimen size, in accordance with AASHTO T87. The test shall be performed in the order shown. Failure to pass any test is grounds for disqualification and shall lead to cessation of the test program for that material.
 1. Particle Size Analysis:
 - a. Method: ASTM D422.
 - b. Number of Tests: One (1) per potential source.
 - c. Acceptance Criteria: Gradation within specified limits.
 2. Maximum Density Determination:
 - a. Method: ASTM D1557, Modified Proctor.
 - b. Number of Tests: One (1) per potential source.
 3. Re-establish gradation and maximum density of fill material if source is changed during construction.

3.2 PREPARATION

- A. Establish required lines, levels, contours, and datum.
- B. Maintain benchmarks and other elevation control points. Re-establish, if disturbed or destroyed, at no additional cost to the Owner.
- C. Establish location and extent of utilities before commencement of grading operations.

3.3 EXCAVATION

- A. Excavation shall consist, in general, of the excavation of whatever substance is encountered to the lines, grades, and sections shown on the Drawings including excavation as necessary for grading and other similar features.
- B. All suitable materials removed in excavation shall be used in the construction of embankments, subgrade, shoulders, slopes, and at such other places as directed. The Engineer shall be the sole judge of what constitutes suitable material.
- C. During construction, the grading operations shall be executed in such a manner that the excavation will be well drained at all times. All grading shall be finished on neat, regular lines conforming to the sections and contours shown on the Plans.
- D. Removal of materials beyond the indicated subgrade elevations, without authorization by the Engineer, shall be classified as unauthorized excavation and shall be performed at no additional cost to the Owner.
- E. Excavation shall be performed in proper sequence with all other associated operations.

- F. Maintain the slopes of excavation in a safe condition until completion of the grading operation.
- G. All excavation work shall be inspected and approved by the Engineer before proceeding with construction.
- H. Any excess excavation shall be removed from the site to disposal areas at the Contractor's expense.

3.4 FILL

- A. All site fill shall be "selected fill" unless otherwise shown on the Drawings or directed by the Engineer. "Select granular fill" shall be placed in lieu of selected fill where directed by the Engineer.
- B. Before depositing fills, the surface of the ground shall be cleared of all refuse, brush, and large stones. Conform to Section "Site Clearing."
- C. Prior to placing fill over undistributed material, scarify to a minimum depth of 6 inches.
- D. Where fills are made on hillsides or slopes, the slope of the original ground upon which the fill is to be placed shall be plowed or scarified deeply or where the slope ratio of the original ground is steeper than 2 horizontal to 1 vertical, the bank shall be stepped or benched.
- E. The original ground shall be proof rolled until the underlying soil is thoroughly compacted to the satisfaction of the Engineer before any filling is begun. A steel-wheel tandem roller weighing 8 to 10 tons or equipment capable of obtaining the same effort shall be used to obtain a thoroughly compacted subgrade. Remove or recompact any soft or loose soils as determined by the Engineer prior to filling.
- F. A thoroughly and satisfactorily subgrade is defined as having a minimum dry density of 95 percent of the maximum density of the material used. The subgrade material shall be compacted at a moisture content suitable for obtaining the required density.
- G. Place backfill and fill materials in layers not more than 12 inches in loose depth unless shown otherwise on the Drawings. Lift height shall be governed by the ability of the compaction equipment to obtain the required compaction with 12 inches as a maximum lift height. Before compaction, moisten or aerate each layer as necessary to facilitate compaction to the required density. Do not place backfill or fill material on surfaces that are muddy, frozen, or contain frost, ice, ponded water, or extraneous debris.
- H. When work is suspended during periods of freezing weather, measures shall be taken to prevent fill already in place from freezing. Upon resumption of work after any inclement weather, prepare the exposed surface by proof rolling to identify any zones of soft/loose soils. Soft/loose materials or frozen soils shall be removed and replaced by compacted granular fill.
- I. Moisture Control:
 - 1. Where fill or backfill must be moisture conditioned before compaction, uniformly apply water to the surface and to each layer of fill or backfill. Prevent ponding or other free water on surface subsequent to, or during, compaction operations.
 - 2. Remove and replace, or scarify and air dry, soil that is too wet to permit compaction to specified density. Soil that has been removed because it is too wet to permit compaction may be stockpiled or spread and allowed to dry. Assist drying by discing, harrowing, or pulverizing until moisture content is reduced to a value which will permit compaction to the percentage of maximum density specified.

- J. All fill shall be thoroughly and satisfactorily compacted to 95 percent of the maximum density of material used.

3.5 GRADING

- A. The present and finished grade lines are shown on the Drawings. Grade over the entire area, as shown on the drawings, shall be to the finished subgrade levels. Upon completion of this work, all debris shall be cleaned out and removed from the premises.
- B. All cutting, filling, backfilling and grading necessary shall be done to bring the area to the following grade or subgrade levels:
 - 1. For roadway surface areas to the finished subgrade levels specified on the contract drawings.
 - 2. For areas to be topsoiled and seeded to within 6 inches of the finished grade.
 - 3. For other surface treatments as detailed on the Drawings.
- C. Sufficient grading must be done during the progress of the work so that the entire site shall be well drained and free from water pockets.
- D. Finish grading, including dressing swales, cleaning up excess footing excavation, dressing terraces, disposing of excess material and all other work necessary to prepare the site for topsoil and seeding shall be done after construction of structures and roadway surface areas is substantially complete.

3.6 COMPACTION EQUIPMENT

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

3.7 DRAINAGE AND DEWATERING

- A. Prevent surface, subsurface or ground water from flowing into excavation and from flooding project area, as well as surrounding areas.
- B. Do not allow water to accumulate in excavations. Remove water to prevent soil changes detrimental to the stability of subgrades.
- C. Provide and maintain the pumps, well points, sumps, suction and discharge lines, and other dewatering components necessary to convey water away from excavations.
- D. Provide and maintain temporary drainage ditches and other diversions outside excavation limits to convey rainwater and water removed from excavations by dewatering, to collection or run-off areas.
- E. Dewatering operations shall be as directed by the Engineer and performed in accordance with Section "Dewatering."

3.8 FIELD QUALITY CONTROL

- A. Notify the Engineer at least one (1) working day in advance of all phases of filling and backfilling operations.

- B. Compaction testing shall be performed to ascertain the compacted density of the fill and backfill materials in accordance with the following methods:
 - 1. In-place relative density:
 - a. Method: AASHTO T310, Nuclear Method.
 - b. Number of Tests: One (1) per 8-inch vertical lift.
- C. The Engineer may direct additional tests to establish gradation, maximum density, and in-place density as required by working conditions, at the Contractor's expense.
- D. Acceptance Criteria: The sole criterion for acceptability of in-place fill shall be in situ dry density. Minimum dry density for all fill or backfill shall be 95 percent of the maximum dry density. If a test fails to qualify, the fill shall be further compacted and retested. Subsequent test failures shall be followed by removal and replacement of the material.

3.9 CLEAN UP

- A. Provide and maintain protections or newly filled areas against damage. Upon completion or when directed, correct all damaged and deficient work by building up low spots and remove temporary protections, fencing, shoring and bracing.
- B. Remove all surplus excavated material not required for filling and backfilling and legally dispose of same away from premises.
- C. Leave the premises and work in clean, satisfactory condition, ready to receive subsequent operations.

END OF SECTION

SECTION 312333 TRENCHING AND BACKFILLING

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes the excavation of trenching, backfilling, compacting, dewatering, excavation support and disposal, as shown on the Contract Drawings, and as herein specified.
- B. The Engineer will determine the suitability of materials that are to be used in the work and should any materials encountered be unsatisfactory for the purpose intended, they shall be removed from the site at the Contractor's expense.

1.2 QUALITY ASSURANCE

- A. Reference Standards:
 - 1. The latest edition of the following standards, as referenced herein, shall be applicable.
 - a. South Carolina DOT Specifications.
 - b. "Standard Specifications for Highway Materials and Methods of Sampling and Testing, American Association of State Highway and Transportation Officials (AASHTO)."
 - c. American Society for Testing and Materials (ASTM).
 - d. National Electric Code (NEC).
- B. The Contractor shall comply with the requirements for soil erosion and sedimentation control and other requirements of governmental authorities having jurisdiction, including the State of South Carolina
- C. The Contractor shall provide and pay for all costs in connection with an approved independent testing facility to determine conformance of soils and aggregate with the specifications.

1.3 SUBMITTALS

- A. Samples:
 - 1. The Contractor shall furnish representative earth materials to the testing laboratory for analysis and report, as directed by the Engineer, or as outlined in the specifications.
- B. Test Results:
 - 1. The testing laboratory shall submit written reports of all tests, investigations, findings and recommendations to the Contractor and the Engineer.

1.4 PROJECT REQUIREMENTS

- A. Notify the Engineer of any unexpected subsurface condition.
- B. Protect excavations by shoring, bracing, sheet piling, or by other methods, as required to ensure the stability of the excavation. Comply with OSHA requirements.
- C. Underpin or otherwise support structures adjacent to the excavation which may be damaged by the excavation. This includes service lines.
- D. Protection of Existing Utilities:
 - 1. Locate existing underground utilities in areas of work. If utilities are to remain in place, provide adequate means of support and protection during earthwork operations. Comply with OSHA requirements.

2. Coordinate interruption and/or termination of utilities with the utility companies and the Owner.
 3. Provide a minimum of forty-eight (48) hours' notice to the Owner and receive written notice to proceed before interrupting any utility.
- E. Demolish and completely remove from the site any existing underground utilities designated to be removed, as shown on the Drawings or as specified.
- F. Repair any damaged utilities as acceptable to the Owner, Engineer, and utility company at no additional cost to the Owner.
- G. Contractor shall comply with maintenance and protection requirements as approved by the authority having jurisdiction.
- H. Protection of Persons and Property:
1. Barricade open excavations occurring as part of this work and post with warning lights, if required.
 2. Operate warning lights as recommended by authorities having jurisdiction.
 3. Protect structures, utilities, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout and other hazards created by earthwork operations.
 4. Perform excavation within drip-line of trees to remain by hand, and protect the root system from damage or dryout to the greatest extent possible. Maintain moist conditions for root system and cover exposed roots with burlap. Paint cut roots of 1" diameter and larger with emulsified asphalt tree paint.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Pipe Zone Bedding: Select mixture of graded crushed stone, free from organic, frozen or other deleterious materials, conforming to the requirements of SCDOT and meeting the following gradation requirements:

<u>Sieve</u>	<u>Percent Passing</u>
1-1/2"	100
1	90 - 100
1/2"	0 - 15

- B. Pipe Zone Backfill: Sound, durable sand, gravel, stone or blends of these materials, free from organic, frozen or other deleterious materials, conforming to the requirements of SCDOT and meeting the following gradation requirements:

<u>Sieve</u>	<u>Percent Passing</u>
2"	100
1/4"	30 - 65
No. 40	5 - 40
No. 200	0 - 10

- C. Suitable Material: Sound, durable sand, gravel, stone or blends of these materials, free from organic, frozen or other deleterious materials, conforming to the requirements of SCDOT and meeting the following gradation requirements:

<u>Sieve</u>	<u>Percent Passing</u>
4"	100
No. 40	0 - 70
No. 200	0 - 15

Run-of-trench material, meeting the above criteria, shall be considered suitable material and shall be used for trench backfill only after tested in accordance with Section "Quality Requirements" and approved by the Engineer. The Contractor shall pay for all additional testing required to determine the conformance of run-of-trench material, if at any time during the Work this material appears to be in non-conformance in the opinion of the Engineer.

PART 3 - EXECUTION

3.1 PRECONSTRUCTION MATERIAL QUALIFICATION TESTING

A. General:

1. Sufficient size samples shall be obtained from the potential borrow source to allow completion of tests listed in paragraph B below. Samples may be obtained from test borings, test pits, or from borrow pit faces provided that surficial dry or wet soil is removed to expose undisturbed earth. Tests listed below shall be performed on each sample obtained. A minimum of three (3) representative samples from each potential borrow source shall be furnished to the testing laboratory for prequalification testing. Test data shall be provided to the Engineer a minimum of 2 weeks prior to construction for approval of borrow source. Three test reports completed within three months prior to construction may be submitted for commercial earth borrow sources or suppliers of stone products (crushed stone or graded stone products) in lieu of prequalification tests as approved by the Engineer.

B. Material Tests:

1. Particle Size Analysis:
 - a. Method: ASTM D422.
 - b. Number of Tests: One (1) per sample; three (3) per potential source.
 - c. Acceptance Criteria: Gradation within specified limits.
2. Maximum Density Determination:
 - a. Method: ASTM D698 - Standard Proctor.
 - b. Number of Tests: One (1) per sample; three (3) per potential source.
3. Re-establish gradation and maximum density of fill material if source is changed during construction.

3.2 PREPARATION

- A. Establish required lines, levels, contours and datum.
- B. Maintain benchmarks and other elevation control points; re-establish if disturbed or destroyed, at no additional cost to the Owner.
- C. Establish location and extent of existing utilities prior to commencement of excavation.

3.3 EXCAVATION

- A. All excavation shall be made to such depth as required and of the width shown on the Contract Drawings to provide suitable room for building the structures and laying the pipe(s) they are to contain and for sheeting, shoring, pumping and draining as necessary, and for removing peat, silt, or any other materials which the Engineer may deem unsuitable. Hand trench excavation may be required to protect existing utilities and structures.

- B. Trench excavation for pipes shall be made by open cut to accommodate the pipe or structure at the depths indicated on the Contract Drawings. Excavation shall be made to such a depth and to the width indicated on the Contract Drawings so as to allow a minimum of eight (8) inches of pipe zone bedding to be placed beneath the bottom of all structures and barrels, bells or couplings of all pipes installed unless otherwise specified on the drawings.
- C. The bottom of the trench shall be accurately graded to provide a uniform layer of bedding material, as required, for each section of pipe. Trim and shape trench bottoms and leave free of irregularities, lumps, and projections.
- D. Stockpile excavated subsoil for reuse where directed or approved.
- E. Over excavation/under cut: If, in the opinion of the Engineer, existing material below the trench grade is unsuitable for properly placing bedding material and laying pipe, the Contractor shall excavate and remove the unsuitable material and replace the same with an approved pipe zone bedding material properly compacted.
- F. Stability of Excavation: Slope sides of excavations shall comply with local codes and ordinances having jurisdiction. Shore and brace where sloping is not possible because of space restrictions or stability of material excavated. Maintain sides and slopes of excavation in safe condition until completion of backfilling.
- G. Removal of materials beyond the indicated subgrade elevations, without authorization by the Engineer, shall be classified as unauthorized excavation and shall be performed at no additional cost to the Owner.

3.4 DEWATERING

- A. The Contractor shall remove all water from the excavation promptly and continuously throughout the progress of the work and shall keep the excavation dry at all times until the work is completed and excavation is backfilled or have sufficient weight to resist uplift pressures. Groundwater levels shall be depressed to a minimum of 2 feet below excavation subgrade. No pipe or structure is to be laid in water and water shall not be allowed to rise on or flow over any pipe or structure until such time as approved by the Engineer.
- B. Provide a suitable point of discharge from dewatering operations shall be conveyed in a non-erosive manner satisfactory to the Engineer.
- C. Precautions shall be taken to protect uncompleted work from flooding during storms or from other causes. All pipelines or structures not stable against uplift during construction or prior to completion shall be thoroughly braced or otherwise protected.

3.5 BEDDING AND BACKFILLING

- A. All pipe trenches backfill (pipe zone bedding, pipe zone backfill and trench backfill) shall be compacted by tamping or rolling to achieve a minimum dry density of 90 percent of the Standard Proctor maximum dry density of the material used (ASTM D698). Backfill in pipe trenches to be covered with pavement shall be compacted to a minimum of 95 percent of Standard Proctor maximum dry density. Backfill materials shall be placed with water content within plus or minus 4 percent of optimum moisture content per the modified Proctor method (ASTM D1557). Any water used for compaction shall be provided by the Contractor at his own expense. The Contractor is responsible for the repair of any trench settlement at no expense to the owner.

- B. Bedding and backfilling shall be accomplished in three stages unless otherwise specified on the Contract Drawings. The first stage shall involve placement of "pipe zone bedding" as a layer(s) of selected material required to support, or to stabilize unsound or unsatisfactory foundation conditions. The second stage shall involve placement of "pipe zone backfill" from the top of the bedding material up to one (1) foot above the pipe. The third stage involves the placement of "trench backfill" in the remainder of the trench up to the surface of the ground or the bottom of any special surface treatment subgrade elevation.
- C. The bedding material shall be placed in the trench after the trench has been excavated a minimum of eight (8) inches below the bell of the pipe to permit the placing of not less than eight (8) inches of bedding material unless otherwise specified on the Contract Drawings. Where, in the opinion of the Engineer, more than eight (8) inches of bedding material shall be required, the excavation shall be performed and bedding placed to the depth ordered by the Engineer.
- D. Provide uniform bearing and support for each section of pipe at every point along the entire length, except where necessary to excavate for bell holes, pipe joints, or other required connections. Dig bell holes and depressions for joints after trench bottom has been graded. Dig no deeper, longer, or wider than needed to make the joint connection properly.
- E. The bedding material shall be placed to the full width of trench. The bedding material shall be placed in loose lifts not exceeding six (6) inches to the elevation shown on the Contract Drawings or directed by the Engineer. The bedding material shall be tamped and compacted to form a firm and even bearing surface.
- F. Pipe zone backfill shall be placed to the elevation shown on the Contract Drawings in loose lifts not-to-exceed six (6) inches in thickness, before compaction. The backfill shall be placed on both sides of the pipe at the same time and to approximately the same elevation. Any pipe that is damaged or moved out of alignment, regardless of cause, shall be replaced or realigned at the Contractor's expense. Each layer shall be thoroughly compacted by hand-tamping or mechanical means being careful not to damage the pipe. When the pipe zone backfill reaches one (1) foot over the top of the pipe, the entire surface shall be compacted by mechanical means.
- G. The remainder, if any, of the trench above the pipe zone backfill shall be backfilled with suitable material in loose lifts not exceeding six (6) inches in thickness before compaction. Each layer shall be thoroughly compacted by mechanical means.

3.6 BACKFILLING AROUND STRUCTURES

- A. The Contractor shall not place backfill against any structure without obtaining the approval of the Engineer. No dumping shall be allowed where materials would flow against or around such structures. Backfill material shall be deposited in horizontal layers not exceeding 6 inches in loose thickness or as shown on the Contract Drawings and thoroughly compacted by hand or by mechanical means to the satisfaction of the Engineer.

3.7 SUSPENSION OF WORK

- A. Whenever the work is suspended, excavations shall be protected and the roadways, if any, left unobstructed. Within or adjacent to private property, material shall be stored at such locations as will not unduly interfere with traffic of any nature and in no case shall materials be stored in locations which will cause damage to existing improvements.

3.8 DISPOSAL OF MATERIAL

- A. Excess and unsuitable materials shall be disposed of by the Contractor on the site in an area approved by the Engineer or legally disposed of off- site at the Contractors expense.

3.9 FIELD QUALITY CONTROL

- A. Notify the Engineer at least three (3) working days in advance of all phases of filling and backfilling operations.
- B. In-place density testing shall be performed to ascertain the compacted density of the fill and backfill materials in accordance with the following methods:
 - 1. In-place relative density:
 - a. Method: AASHTO T238, Nuclear Method.
- C. Perform initial density testing to verify that contractors proposed compaction effort will obtain the minimum required densities.
- D. In-place density tests on trench backfills shall be provided for every 500 cubic yards of fill and in vertical lifts not exceeding two (2) feet, and at least once daily.
- E. One particle size analysis (ASTM D422) and one modified Proctor compaction test (ASTM D1557) shall be completed for every 5,000 cubic yards of material placed.
- F. The Engineer may direct additional tests to establish gradation, maximum density, and in-place density as required by working conditions, at the Contractor's expense.
- G. Acceptance Criteria: The criteria for acceptability of in-place fill shall be in-situ dry density and moisture content. If a test fails to qualify, the fill shall be further compacted and re-tested. Subsequent test failures shall be followed by removal and replacement of the material.

END OF SECTION

SECTION 321613.16 - CAST-IN-PLACE CONCRETE CURBING

PART 1 - GENERAL

1.1 SUMMARY

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

1.2 QUALITY ASSURANCE

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

1.3 SUBMITTALS

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

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Concrete:
 - 1. All cast-in-place concrete shall be ready mixed concrete meeting the following criteria:
 - a. 28 day compressive strength 4000 psi.
 - b. Air entrainment 4% to 8%
 - c. Slump 2" to 4".
 - 2. The approved mix design shall be used throughout this project unless changes are ordered or approved by the Engineer.

- B. Reinforcement: Install #4 bars in the middle of the field curb for the full length of the installation as shown in the Drawings. Overlap and tie at ends and starts of bars. Stop bar 3" clear on side of fence posts where necessary.
- C. Curing Materials:
 - 1. Impervious Sheeting: ASTM C171.
 - 2. Liquid Membrane Curing Compound: ASTM C309, compound shall be free of paraffin or petroleum.
 - 3. "Kure-N-Seal 0800" by Sonneborn, "Cure & Seal" by Symons, or equal.
- D. Sealants:
 - 1. Joint Sealers: ASTM D 1850.
- E. Forms:
 - 1. Curb forms shall be of wood or steel, straight, and of sufficient strength to resist springing during depositing and consolidating the concrete. The outside forms shall have a height equal to the full depth of the curb. The inside form of curb shall have batter as indicated and shall be securely fastened to and supported by the outside form.
 - 2. Straight forms of wood shall be surfaced plank, 2-inch nominal thickness, straight and free from warp, twist, loose knots, splits, or other defects. Wood forms shall have a nominal length of 10 feet, with a minimum of three stakes per form, at maximum spacing of 4 feet. Corners, deep sections, and radius bends shall have additional stakes and braces, as required. Radius bends may be formed with 3/4-inch boards, laminated to the required thickness.
 - 3. Steel forms shall be channel-formed sections with a flat top surface and with welded braces at each end and at not less than two intermediate points. Form ends shall be interlocked and self-aligning. Forms shall include flexible forms for radius forming, corner forms, form spreaders, and fillers. Forms shall have a nominal length of 10 feet, with minimum of two welded stake pockets per form. Stake pins shall be solid steel rods with chamfered heads and pointed tips, designed for use with steel forms.
 - 4. Rigid forms shall be provided for curb returns, except that benders of thin plank forms may be used for curb or curb returns with a radius of 10 feet or more, where grade changes occur in the return, or where the central angle is such that a rigid form with a central angle of 90 degrees cannot be used. Back forms for curb returns may be made of 1-1/2 inch benders, for the full height of the curb, cleated together.

PART 3 - EXECUTION

3.1 INSPECTION

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

3.2 SUBGRADE PREPARATION

- A. Concrete curbing shall be constructed on a compacted granular subgrade as shown on the Drawings.
- B. The subgrade material shall be maintained in a smooth, compacted condition in conformity with the required section and established grade, until the concrete is placed.
- C. The subgrade shall be in a moist condition when concrete is placed.

3.3 FORMWORK

- A. Earth cuts may be used as forms for vertical surfaces along side of curb abutting asphalt pavement. Asphalt pavement shall be sawcut with a clean and even edge prior to forming curb.
- B. All forms shall be built mortar tight and of materials sufficient in strength to hold concrete without bulging between supports. Forms shall be maintained to eliminate the formation of joints due to shrinkage of the forms. Concrete, misshapen by bulges or deformations caused by inadequate forms, shall be removed or corrected as ordered by the Engineer. All replacements or corrections shall be made at the Contractor's expense.
- C. All surfaces of wooden forms that will be in contact with exposed concrete shall be thoroughly treated with an approved lacquer in the procedure recommended by the manufacturer. Forms so treated shall be protected from being damaged or dirtied prior to placing of the concrete.
- D. Metal forms shall be treated with an approved form lacquer or may be treated with an approved form oil. The metal used for forms shall be of sufficient thickness to remain true to shape. All bolt and rivet heads shall be designed to hold the forms rigidly together and to allow removal, without injury to the concrete. Metal forms which do not have smooth surfaces, correct alignment and clean surfaces shall not be used.
- E. The forms on the front of the curb shall be removed not less than 2 hours nor more than 6 hours after the concrete has been placed.

3.4 CONCRETE PLACEMENT AND FINISHING

- A. Preparation:
 - 1. Set approved forms true to line and grade. Cast curb in 20 foot long sections.
- B. Concrete Placement:
 - 1. Concrete shall be placed in layers not to exceed 6 inches. For slipform concrete refer to maximum placement depth as recommended by machine manufacturer,
 - 2. Concrete shall be thoroughly consolidated by tamping and spading or with approved mechanical vibrators, eliminating all air pockets, stone pockets and honeycombing.
 - 3. Place concrete in accordance with ACI 301 unless otherwise specified herein.
 - 4. Cold Weather Concreting: Comply with ACI 306 for placement at temperatures of, or expected to be, below 40°F.
 - 5. Hot Weather Concreting: Comply with ACI 305 for placement at temperatures of, or expected to be, above 90°F.
 - 6. For slipform concrete, any curb placed outside the tolerance of 1/2 in. of the established line or 1/4 in. outside of the established grade shall be removed and replaced by the contractor.

- C. Concrete Finishing:
1. The top of the curb shall be rounded with an edging tool to a radius of 1/2-inch and the surfaces shall be floated and finished with a smooth wood float until true to grade and section and uniform in texture. Floated surfaces shall then be brushed with a fine-hair brush with longitudinal strokes.
 2. The surface, while still wet, shall be brushed in the same manner as the curb top. Except at grade changes or curbs, finished surfaces shall not vary, from the testing edge of 10-foot straightedge, more than 1/8 inch for gutter and entrance and 1/4 inch from top and face of curb. Irregularities exceeding the above shall be satisfactorily corrected.
 3. Visible surfaces and edges of finished curb shall be free of blemishes and form and tool marks, and shall be uniform in color, shape, and appearance.
 4. No plastering shall be permitted.
 5. Curbing forms shall be left in place at least twenty-four (24) hours, or until the concrete has sufficiently set so that, in the opinion of the Engineer, the forms can be removed without injury to the curbing.

3.5 CURING

- A. Impervious Sheeting Method:
1. The entire exposed surface shall be wetted with a fine spray of water and then covered with impervious sheeting material. Sheets shall be laid directly on the concrete surface with the light-colored side up and overlapped 12 inches when a continuous sheet is not used.
 2. The curing medium shall not be less than 18 inches wider than the concrete surface to be cured, and shall be securely weighted down by heavy wood planks, or by placing a bank of moist earth along edges and laps in the sheets.
 3. Sheets shall be satisfactorily repaired or replaced if torn or otherwise damaged during curing. The curing medium shall remain on the concrete surface to be cured for not less than 7 days.

3.6 JOINTS

- A. Saw cut or hand tool joints into the top of the field curb every 5 feet along the full length of the installation, and at every fence post location.
- B. Install expansion joint at curb when abutting a concrete sidewalk or vertical site feature.

3.7 SEALING JOINTS

- A. The approximately horizontal sections of expansion joints shall be sealed with joint sealer. The joint opening shall be thoroughly cleaned before the sealing material is placed. Sealing shall be done so that the material will not be spilled on exposed surfaces of the concrete.
- B. Concrete at the joint shall be surface dry and atmospheric and concrete temperatures shall be above 50°F. at the time of application of joint-sealing materials. Excess material on exposed surfaces of the concrete shall be removed immediately and exposed concrete surfaces cleaned.

3.8 BACKFILLING AND RESTORATION

- A. After curing, debris shall be removed, and the area adjoining the concrete shall be backfilled, graded, and compacted to conform to the surrounding area in accordance with lines and grades indicated.

- B. All lawns, pavements, driveways, shrubs, or other improvements affected by curbing placement shall be restored to their original condition.

3.9 PROTECTION

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

END OF SECTION

SECTION 321813 – SYNTHETIC TURF PLAYING FIELD SYSTEM

PART 1 – GENERAL

1.1 WORK INCLUDED

- A. Provide all labor, equipment, and materials, and do work necessary to construct a synthetic turf field replacement, as indicated on the Drawings and as specified. Work shall include but shall not be limited to:
 - 1. Synthetic surface including all inlays and/or painted lines/markings and related finish work.
 - 2. Installation/replacement of stone base and topping stone.

1.2 REFERENCES

- A. Comply with applicable requirements of the following standards. Where these standards conflict with other specified requirements, the most restrictive requirement shall govern.
 - 1. American Association of State Highway and Transportation Officials (AASHTO):
 - a. T 89 - Determining the Liquid Limit of Soils.
 - b. T 90 - Determining the Plastic Limit and Plasticity Index of Soils.
 - 2. Occupational Safety and Health Administration (OSHA).
 - 3. Department of Transportation Standard Specifications
 - 4. American Society for Testing and Materials (ASTM):
 - a. D 395 - Rubber Property – Compression Test.
 - b. D 418 - Pile Yarn Floor Covering Construction.
 - c. D 2256 - Breaking Load (Strength) and Elongation of Yarn by the Single-Strand Method.
 - d. D 3776 - Mass Per Unit Area (Weight) of Woven Fabric.
 - e. D 3786 - Hydraulic Bursting Strength of Knitted Goods and Non-Woven Fabrics: Diaphragm Bursting Strength Tester Method.
 - f. D 4491 - Water Permeability of Geotextiles by Permittivity.
 - g. D 4533 - Trapezoid Tearing Strength of Geotextiles.
 - h. D 4632 - Breaking Load and Elongation of Geotextiles (Grab Method).
 - i. D 4833 - Index Puncture Resistance of Geotextiles, Geo-membranes, & Related Products.
 - j. F 355 - Shock Absorbing Properties of Playing Surface Systems and Materials.
 - k. F 405 - Corrugated Polyethylene (PE) Tubing and Fittings.
 - l. F 449 - Subsurface Installation for Agricultural Drainage or Water Table Control.
 - m. F 667 - 8, 10, 12 and 15-inch Corrugated Polyethylene Tubing and Fittings.

1.3 SUBMITTALS

- A. Manufacturer's Product Data: Submit manufacturer's specifications and installation instructions for all products in the playing field system, including certifications and other data as may be required to show compliance with the Contract Documents. Included but not limited to the following; perimeter turf anchoring system and stone base.
- B. Material Certifications: Manufacturer's or vendor's certified analysis for rubber and sand infill amendments.
- C. Material samples. Submit three samples each of the following:
 - 1. Gravel Materials – See Section 1.5, "Quality Control".

- D. Synthetic Turf Material Samples and Test Reports:
1. Synthetic Turf – Three samples, approximately 7" x 11".
 2. Rubber/Sand Mix with proper ratio or Rubber - three samples, approximately 8-ounces each.
 3. Submit to Owner for approval - quality assurance information as delineated in paragraphs 1.5 Quality Assurance below.
 4. Certified list of successful existing installations, including Owner representative and telephone number, attesting compliance with quality assurance information.
 5. Certified copies of independent (third-party) laboratory reports on ASTM tests as follows:
 - a. Pile Height, Face Weight & Total Fabric Weight - ASTM D418.
 - b. Primary & Secondary Backing Weights – ASTM D418.
 - c. Tuft Bind – ASTM D1335.
 - d. Grab Tear Strength – ASTM D1682.
 - e. Dynamic Cushion Test (G-max) - ASTM F-355, Procedure A (system).
 6. Seam – Sewn or glued per manufacturers’ recommendation.
 - a. 24 inches in length.
 7. Color: Submit sample of line markings for approval by Owner.
- E. Supplier List: Submit list of procured and contracted suppliers of all materials required for the Playing Field System.
- F. Shop Drawings:
1. Sample Warranty.
 2. Seam layout of the field.
 3. Striping plan: Submit one for each field.
 4. Layout for Owner designated sports, showing any field lines, markings, boundaries and logos.
 5. Construction detail sketches, especially those that may deviate from the plans and specifications. Include but not limited to the following: perimeter turf anchor details, details at irrigation valves, valve boxes, other inserts or fixed features, etc.
- G. Manufacturer’s Review: Submit written statement, signed by Contractor and synthetic field surfacing installer stating that the Drawings and Specifications have been reviewed by qualified representatives of the materials manufacturer, and that they are in agreement that the materials and system to be used for synthetic field surfacing are proper and adequate for the applications shown.
- H. Statement of Supervision: Upon completion of the Work, Contractor to submit a written statement signed by the synthetic turf manufacturer stating that the field supervision by the manufacturer’s representative was sufficient to insure proper application of the complete system and materials, that the Work was installed in accordance with the Contract Documents, and that the installation is acceptable to the manufacturer.

1.4 QUALITY ASSURANCE

- A. The sports field contractor shall have previously installed at least ten (10) artificial turf infill fields larger than 50,000 square feet using the specified product in the last (5) years.
1. The sports field contractor is responsible for the installation of the perimeter nailing system and installation of the stone base.
- B. The synthetic field turf installation shall be performed by a firm and crew having completed at least ten (10) fields in the last five (5) years on projects using the specified product below. The firm shall have the approval of the synthetic field surfacing materials manufacturer. The synthetic field installation superintendent shall provide a list of the ten (10) projects for which he was responsible.

- C. The Sports Field Contractor and the Synthetic Turf Manufacturer/Supplier must have been in business under the same ownership for at least three years and shall have been installing similar sports fields for that entire period.
- D. Provide test results from certified laboratory certifying capability of aggregate base course (stone base) to meet permeability and stability requirements before construction.
- E. Lay test strip and establish compaction and density rates for each course with nuclear gauge before beginning permanent work.
- F. The turf manufacturer/supplier shall submit a list of all completed products, using the specified turf system. The list shall include references for at least ten of the projects.
- G. The synthetic field surfacing manufacturer shall provide evidence indicating that the specified materials have been successfully utilized on work of similar scope to that shown and specified for this Project.

1.5 QUALITY CONTROL

- A. Prior to construction: Submit samples of each of the following materials to establish Baseline specification and ratios for the remainder of the testing process.
 - 1. Gravel Drainage Material: Provide a one-gallon sample of each gravel drainage source and for each type of gravel material to be used for testing. This could include:
 - a. Base Stone.
 - b. Topping Stone.
- B. During Construction: Submit samples of each of the following during mass production of gravel materials for performance testing and prior to shipping. All costs associated with materials testing shall be paid for by the Contractor.
 - 1. Stone Base/Topping Stone Material:
 - a. A minimum of one-gallon sample for every 500 cubic yards of each material used shall be tested by the Playing Field Testing Agent for general compliance with the established Baseline specifications.
- C. Testing Agents:
 - 1. Playing Field Testing Agent:
 - a. The Owner shall hire an independent Testing Agent to perform testing of the field system material components, as well as to certify the capability of the stone base course to meet permeability and stability requirements before construction. This Agent shall be A2LA accredited and insured.
 - b. Gravel Materials Test Reports: The Playing Field Testing Agent is to report/submit test results as they are known and simultaneously to the Playing Field Contractor, the Owner and its representatives.

1.6 DELIVERY, STORAGE AND HANDLING

- A. All materials shall be delivered and stored within the Contractor's work limits or in an area approved by the Owner. Materials shall be inspected for damage immediately upon delivery.
- B. All material shall be stored in strict accordance with the manufacturer's recommendations.
- C. Special care shall be exercised during delivery and storage to avoid damage to the products.

- D. Products that are damaged will be removed and replaced, unless the product can be repaired in an acceptable manner by the Contractor, at his expense.
- E. Packaged Materials:
 1. Deliver packaged materials in containers showing weight, analysis, and name of manufacturer. Protect materials from deterioration during delivery, and while stored at site.
- F. Stone Base and Topping Stone:
 1. Deliver tested and approved lots in clean, washed and covered trucks to eliminate contamination during transportation. Place directly on playing field. Do not stockpile on site.

1.7 COMPLETION AND ACCEPTANCE

- A. General: Field completion shall be separated into 2 phases, "Preliminary Completion" and "Substantial Completion."
- B. Preliminary Completion: Scheduled date for preliminary completion shall be at least 10 calendar days before Substantial Completion. Notify the Playing Field Designer/Engineer and Owner in writing, 3 days prior to scheduled date for observation for "Preliminary Completion." To be considered "Preliminarily Complete" the following items shall be provided:
 1. Stone base in place, compacted and to grade.
 2. Synthetic turf installed inclusive of infill materials, field markings and logos.
- C. Substantial Completion: After "Preliminary Completion" observation, the Playing Field Designer/Engineer and Owner shall prepare and submit to the Contractor, a punch list of items to be completed to achieve "Substantial Completion". Contractor shall notify the Playing Field Designer/Engineer and Owner in writing, 5 days prior to a requested date for a site observation to meet "Substantial Completion." To be considered "Substantially Complete" or "Playable" the following items shall be provided:
 1. All "Preliminary Completion" punch list items are complete.
 2. Submit five (5) copies of written operating and maintenance instructions. Provide format and contents as directed by the Engineer.
 3. Submit (5) copies of all certified surveys performed during construction for Quality Control.
 4. Instruct the Team or Owner's personnel in the operation of the irrigation and other systems.
 5. Smooth, level playing surface level to grading tolerances.
 6. Written warranties/guarantees.
 7. Stockpiling or storage of required "attic stock" materials.
 8. Upon completion of the synthetic field surface, the contractor shall provide the owner with 2 hours of maintenance training that shall be recorded on a video tape and supplied to the Owner.

1.8 WARRANTY/GUARANTEE

- A. General: Warranties / Guarantees specified in this Article shall not deprive the Owner of other rights the Owner may have under other provisions of the Contract Documents and are in addition to and run concurrent with other warranties/guarantees made by the Contractor under requirements of the Contract Documents.
- B. The following are inclusive of the term "Playing Field System" for provisions of the guarantee:
 1. Final grade tolerances to one-quarter inch in the length of 25' of finish grade in any direction.
 2. Synthetic turf product as specified and represented by the Turf manufacturer/vendor.
 3. All materials and products specified.
 4. Topping Stone shall be guaranteed to have a percolation rate greater than 20 inches per hour.

- C. **Installer Guarantee:** Provide in writing a “Full System Guarantee” agreement. The President(s) of the synthetic turf manufacturer (if different) shall sign this document and it shall include the following:
 - 1. All work executed under this section will be free from defects of material and workmanship for a period of eight (8) years from date of Substantial Completion.
 - 2. Any defects will be remedied on written notice at no additional cost to the Owner.
 - 3. Guarantee shall include removal and replacement of materials (parts and labor) as required to repair synthetic field surfacing at no cost to the Owner.
 - 4. The 8-year warranty shall not be prorated and be provided by third party non-cancelable insurance policy.
 - 5. At no time in the life of the Guarantee shall the G-Max exceed 175 at any one point on the field.

- D. **Statement of Supervision:** Upon completion of the Work, Contractor to submit a written statement signed by the synthetic turf manufacturer stating that the field supervision by the manufacturer’s representative was sufficient to insure proper application of the complete system and materials, that the Work was installed in accordance with the Contract Documents, and that the installation is acceptable to the manufacturer.

- E. **G-Max Testing:** The synthetic surface manufacturer shall retain a third-party certified testing laboratory and shall perform G-Max testing during the first year of the life of the Guarantee.
 - 1. Testing shall be performed at within 10' of mid center, at the goal locations for soccer and lacrosse, and at 10 yards inside the corners of the overlaid rectangle fields. This results in a total of 9 tests. The testing shall be performed between 90 and 120 days after substantial completion. (These tests are paid for by the Contractor).
 - 2. Testing shall consist of shock attenuation per ASTM F-355 procedure A.
 - a. G-Max shall not change more than 5% (five percent) at any one location per year over the life of the Guarantee.
 - 1) In cases where the results of the above testing exceed the specified values, the condition shall be corrected by the synthetic surface manufacturer. The synthetic surface manufacturer shall provide adequate information to confirm that the mitigation measures were effective.
 - b. At no time in the life of the Guarantee shall the G-Max exceed 175 at any one point on the field.
 - 3. Future testing shall be performed by a certified independent lab and paid for by the Owner.

1.9 SPARE PARTS/ATTIC STOCK

- A. **Stockpile Materials:** Provide the following additional materials. Rubber infill shall be stored as directed by the Owner. Synthetic Turf shall be rolled out and placed on site (loose laid) as directed by the Owner.

MATERIAL	QUANTITY
Rubber Infill	2 tons
Green Synthetic Turf (2.25” pile)	450 SF (15’x30’)

PART 2 – PRODUCTS

2.1 SYNTHETIC INFILL TURF PRODUCT

- A. **Turf Product Specifications:**
 - 1. A UV stable, dual fiber blend (slit-film and monofilament) polyethylene fiber system.

2. Finish pile height: 2.25” min. inches.
3. Permeability: 15” per hr. min.
4. G-max at install: 100-125 max.
5. G-max over life of field: 175 max.

B. Acceptable Turf Products:

1. Shaw Sports Turf – Legion PRO, pile weight 50 oz/sy
2. FieldTurf – Prestige Vertex, pile weight 43 oz/sy
3. AstroTurf - Rhino Blend HD, pile weight 48 oz/sy

C. Appearance/Feel:

1. The finished playing surface shall appear as mowed grass with no irregularities and shall afford excellent traction for conventional athletic shoes of all types.
2. The finished surface shall resist abrasion and cutting from normal use.

D. Infill Materials

1. Rubber shall be dust toxics & metal free. Particle sizes shall be consistent in size and shape, between .25 and 3 mm.
2. Sand shall meet the following gradation:

SIEVE SIZE	% RETAINED
2 mm	0
.5 mm	20-30
.25 mm	40-50
.15 mm	30-40
.05 mm	5-10

3. Infill material shall be as recommended by the turf system MFR. The sand component shall be as recommended by the turf system MFR.
4. The overall sand/rubber infill mix depth shall be at least 75% of the overall pile height of the installed synthetic turf system.

E. Add Alternate Infill Topdressing (above conventional sand and rubber infill system):

1. Acceptable Systems:
 - a. Shaw – Geofill Topdressing.
 - b. FieldTurf – Cool Play Topdressing.
 - c. AstroTurf - Z-Cap Topdressing.

F. Glued seams

1. Adhesives for bonding tufted synthetic turf shall be as recommended by the synthetic turf manufacturer. Adhesives shall be one-part moisture cured polyurethane.

G. Sewn Seams:

1. Cord for sewing seam turf shall be as recommended by the synthetic turf manufacturer.

2.2 STONE BASE AND TOPPING STONE

- A. The stone base shall conform to the turf vendor’s standard specifications subject to the Owner’s approval and meet the following gradation for AASHTO #57 Stone:

1-1/2" (37.5mm)	100
1" (25.4mm)	95-100
1/2" (12.7mm)	25-80
1/4"	0-10
No. 8 (2.36mm)	0-5

- B. The topping stone must conform to the turf vendor's standard specs, is subject to the Owner's approval, and meets the following gradation for No. 89 Stone:

1/2"	100
3/8"	90-100
No. 4	20-55
No. 8	0-15
No. 16	0-10
No. 50	0-5

- C. All stone shall be angular. Rounded or river stone is not acceptable.
- D. In no instance shall multiple quarry sources be used within a single playing field area.
- E. Drainage Characteristics
1. Permeability for stone base and topping stone shall be greater than 20"/hr.
- F. Top dressing stone is allowed for use to level the finished surface of the base stone. Total allowable finish depth to be in the range of 1/2 to 1 inch.

PART 3 – EXECUTION

3.1 EXAMINATION AND PROTECTION

- A. Verification of Conditions: Examine areas and conditions under which all work of this Section is being performed. Do not proceed with any work until unsatisfactory conditions have been corrected. Commencement of work implies acceptance of all areas and conditions.
- B. Protection of Work: Protect all on-going work, so as not to delay work due to weather or project related construction. This includes but is not limited to the use of tarps, geotextile, plywood and other protective measures.
- C. Protection of Persons and Property: Provide all necessary measures to protect workmen and passersby. Barricade open excavations occurring as part of the work, as required by municipal or other authorities having jurisdiction.
1. Protect adjacent construction throughout the entire operation. Protect newly graded areas from destruction by weather or runoff. Protect structures, utilities, pavements, and other improvements from damage caused by settlement, lateral movement, undermining and washout.
- D. Unanticipated Conditions: Notify the Engineer immediately upon finding evidence of previous structures, filled materials that penetrate below designated excavation levels, or other conditions which are not shown or which cannot be reasonably assumed from existing surveys and geotechnical reports. Secure the Engineer's instruction before proceeding with further work in such areas.

- E. Installation of synthetic field surfacing shall be done only after excavation and construction work which might injure it has been completed. Damage caused during construction shall be repaired before acceptance.
- F. The Contractor shall coordinate the installation of the synthetic field surface and the surrounding surfaces for optimum interface at all edges.

3.2 INSTALLATION OF STONE BASE/TOPPING STONE

- A. Install tested and approved material at a uniform depth as indicated on drawings.
- B. Placement/Supplementation of the Topping Stone: This stone layer shall be placed over the stone base at an approximate depth of one-half inch to produce a level/smooth surface prior to the placement of the synthetic turf.
- C. Finish grade for Topping Stone shall be verified using laser operated survey instrument with a tolerance of +/- one-quarter inch over 25 feet in any direction.
 - 1. A survey of the finished spot grades is to be developed by a State licensed surveyor over the entire surface in a 25-foot grid. The survey shall be certified (signed) and submitted to the Owner and its representatives for approval prior to installing the synthetic turf.

3.3 INSTALLATION OF SYNTHETIC TURF

- A. Synthetic turf shall be installed by crews employed by the Synthetic Turf manufacturer, in strict accordance with manufacturer's recommendations and instructions including but not limited to, fabric, adhesives, seaming and abutting or attaching to adjacent materials.
- B. Field markings and lining of synthetic field surfacing shall be laid out as shown on the drawings and as approved by the Owner with Contractor submitted drawings.
- C. Turf panel seams shall be sewn with high strength thread using a double loop stitch or glued with an adhesive as recommended by the synthetic turf manufacturer and installed per manufacturer's instructions. All seams shall be flat, tight and permanent with no separation or fraying.
- D. All inlaid lines shall be backed using seaming tape with a width of 12 inches.
- E. Anchor turf edges at perimeter as shown on drawings and as recommended per synthetic turf manufacturer.
- F. At the end of each day, remove all scraps and other debris created by the synthetic turf installation from the playing field area.
- G. Infill materials shall be applied at a uniform depth and at an ultimate finish grade tolerance of ¼ inch at any point over the entire playing field area.
- H. Fiber shall not be buried or trapped below infill material when complete.
- I. Anchor turf edges at field curb and at field perimeter as shown on drawings.
- J. The finish turf surface shall have a permeability test performed on 5 locations on the field.
- K. The permeability tests shall utilize a dual ring infiltrometer in accordance with ASTM test method. All test results on the topping stone surface must be greater than 20 inches per hour.

3.4 FIELD MARKINGS

- A. The field lines shall be tufted or inlaid per Owner designated sports. The final field markings shall meet the NFHSA standards as shown on the striping plan drawings.

3.5 CLEAN UP

- A. Remove all surplus excavated material not required for filling and backfilling, trash, and debris and dispose of it properly off of the Owner's property at Contractor's expense.

END OF SECTION

SECTION 321814 – SYNTHETIC TURF SUBSURFACE DRAINAGE SYSTEM

PART 1 – GENERAL

1.1 WORK INCLUDED

- A. Contractor shall provide all labor, equipment, and materials, and do work necessary to construct the base for a synthetic turf field, as indicated on the Drawings and as specified. Work shall include but shall not be limited to:
1. Earthwork Requirements
 - a. Excavation, trenching, grading, backfilling, compaction to achieve subgrade.
 - b. Laser grading.
 - c. Disposal of soil materials to location specified by owner.
 - d. Acceptance of mass subgrade by Playing Field Contractor (If Different).
 - 1) Mass excavation performed in other contract.
 - 2) Playing Field Contractor to review final submittals regarding mass excavation from General Contractor.
 - e. Playing Field Contractor to perform finish subgrade per this contract.
 - f. Grade elevation verification of finish subgrade.
 2. Drainage System Requirements
 - a. Filter fabric.
 - b. Gravel drainage trench fill material.
 - c. Panel drain pipe, collector pipe and fittings.
 - d. Stone base.
 - e. Clean outs and inline structures.
 - f. Grade elevation certification of finished stone base installation.

1.2 REFERENCES

- A. Comply with applicable requirements of the following standards. Should the standards conflict with other specified requirements, the most restrictive requirement shall govern.
1. American Association of State Highway and Transportation Officials (AASHTO).
 - a. T 89 - Determining the Liquid Limit of Soils.
 - b. T 90 - Determining the Plastic Limit and Plasticity Index of Soils.
 2. American Society for Testing and materials (ASTM):
 - a. D 3776 - Mass Per Unit Area (Weight) of Woven Fabric.
 - b. D 3786 - Hydraulic Bursting Strength of Knitted Goods and Non-Woven Fabrics: Diaphragm Bursting Strength Tester Method.
 - c. D 4491 - Water Permeability of Geotextiles by Permittivity.
 - d. D 4533 - Trapezoid Tearing Strength of Geotextiles.
 - e. D 4632 - Breaking Load and Elongation of Geotextiles (Grab Method).
 - f. D 4833 - Index Puncture Resistance of Geotextiles, Geomembranes, & Related Products.
 - g. F 405 - Corrugated Polyethylene (PE) Tubing and Fittings.
 - h. F 449 - Subsurface Installation for Agricultural Drainage or Water Table Control.
 - i. F 667 - 8, 10, 12 and 15-inch Corrugated Polyethylene Tubing and Fittings.
 3. Occupational Safety and Health Administration (OSHA).

1.3 DEFINITIONS

- A. Excavation: Removal of material encountered to subgrade elevations indicated and subsequent disposal or placement of materials removed.
- B. Unauthorized Excavation: Inadvertent or purposely removing materials beyond indicated subgrade elevations or dimensions without specific direction of the Engineer. Unauthorized excavation, as well as remedial work resulting from unauthorized excavation directed by Engineer shall be at Contractor's expense.
 - 1. Unauthorized excavation, including disposition of additional excavated materials and other work resulting from slides, cave-ins or remedial work shall be at Contractor's expense.
- C. Additional Excavation: When excavation has reached required subgrade elevations, the Engineer will be notified and will make an observation of conditions. If Engineer determines that bearing materials at required subgrade elevations are unsuitable, excavation shall be continued until suitable bearing materials are encountered and excavated material shall be replaced as directed by the Engineer.
 - 1. Removal of unsuitable material and its replacement as directed will be paid on basis of the Unit Price for Replacement of Unsuitable Soils provided by Contractor in its bid.
- D. Subgrade: The undisturbed earth or the compacted soil layer immediately below proposed playing field drainage or soil materials. This work is being performed by the Contractor.
- E. Finish subgrade: Final elevations and grading modifications to be performed in this Contract on the subgrade elevations. Playing field system to be installed above finish subgrade. This work is being performed by the Contractor.
- F. Gravel Drainage material: Stone material that may be used in drainage trenches surrounding perforated drainage piping. When used below and with the stone base, this material should bridge with the stone base as described herein.
- G. Base Stone: Approved stone material with the sizing and performance characteristics described herein. This stone material is installed immediately on top of the finished subgrade surface. Material could also be used in the drainage trenches if approved by the Engineer or Testing Agent.
- H. Topping Stone: Approved stone material with the sizing and performance characteristics described herein. This stone material is installed immediately on top of the base stone to create a smooth surface for the placement of the synthetic turf as well as to aid in achieving finish grade tolerances of the playing field subsurface.
- I. Stone Base: Final stone profile including both the base stone and topping stone.

1.4 SUBMITTALS

- A. Manufacturer's Product Data: Submit manufacturer's specifications and installation instructions for all products in the playing field system, including certifications and other data as may be required to show compliance with the Contract Documents.
- B. Material samples. Submit three samples each of the following:
 - 1. Geotextile fabric approximately 7"x11".
 - 2. Panel drain product approximately 6 inches in length, full width.
 - 3. Aggregate Drainage Material: Provide a one-gallon sample of each gravel drainage source and for each type of gravel material to be used for testing. This could include:
 - a. Base Stone.

- b. Topping Stone.
 - c. Gravel Trench Stone.
 - d. See Section 1.6, "Quality Control".
- C. Supplier List: Submit list of procured and contracted suppliers of all materials required for this part of the Work.
- D. Schedule: Work schedule for all work described in this specification section. This schedule shall be regularly updated and submitted as progress continues throughout ultimate completion.
- E. Shop Drawings:
 - 1. Sample Warranty.
 - 2. Construction detail sketches, especially those that may deviate from the plans and specifications.
- F. Playing Field Contractor Reference List:
 - 1. Up to date contact information.
 - 2. Responsibility/scope of work for project.
 - 3. Similar projects – full fields.
- G. Playing Field Contractor Job Superintendent Resume:
 - 1. Similar projects and references if different that Contractor reference list.
- H. Subcontractor List: Submit list of key subcontractors for the project. Briefly describe the role of each as well as their experience with similar types of facilities such as being constructed in these Documents. This list should include but is not limited to:
 - 1. Playing Field Base Installer / Contractor.
- I. Manufacturer's Review: submit written statement, signed by Contractor and synthetic field surfacing installer stating that the Drawings and Specifications have been reviewed by qualified representatives of the materials manufacturer, and that they are in agreement that the materials and system to be used for synthetic field surfacing are proper and adequate for the applications shown.
- J. Site Acceptance Statements:
 - 1. Prior to beginning Work on subgrade of playing field area: Submit a written statement signed by the General Contractor noting that the site has been reviewed and that documents showing compaction and certified elevations/planarity (if by others) have been reviewed. Note all discrepancies, conflicts or other issues. If none are found this should be noted in the statement. Upon acceptance, Work shall begin with the assurance that all work shall be warranted for the period as specified in these Documents.
- K. Grade Verification: A certified survey by a State licensed surveyor shall be made of the in-place condition at the mass excavated subgrade, finish subgrade and finish stone base for conformance to specified elevations. Each survey shall be submitted to the Owner for acceptance prior to installation of next layer.

1.5 QUALITY ASSURANCE

- A. All piping and appurtenances shall be new, clean and in accordance with material specifications, unless specifically noted on the plans.
- B. Size and classification shall be shown on the plans or as specified herein.

- C. The contractor who performs this work shall have installed five similar installations in the last three years. Submit complete list of projects, including project description, date of completion, and contact information. Comparable projects shall minimally include but not be exclusive to the following:
 - 1. Laser grading (not GPS) experience for gravel and finished surface meeting the requirements for finish grade required in this Contract.
 - 2. Installation of stone base and finished surface.
 - 3. Full field installations.
 - 4. Experience with testing protocols for stone base.

- D. Grade Certifications: A certified survey by a State Licensed land surveyor shall be made at the top of the Finish Subgrade and at the top of the installed stone base to verify conformance to specified final elevations. GPS survey laser equipment shall not be used for any finish elevation determination. Equipment mounted laser and hub or similar are required for playing field grading operations.

1.6 QUALITY CONTROL

- A. Pre-bid: Materials Inspection and Testing:
 - 1. Bidders are encouraged to:
 - a. Pre-test gravel drainage materials with an independent Testing Agent prior to submitting a bid. This does not guarantee that the materials or source will be approved for construction.
 - b. Pre-qualify any material deviating from that specified.
 - c. All costs associated with pre-bid testing shall be borne by the bidder.

- B. After Bid Award and Prior to construction: Submit samples of each of the following materials to establish Baseline specification and ratios for the remainder of the testing process.
 - 1. Gravel Drainage Material: Provide a one-gallon sample of each gravel drainage source and for each type of gravel material to be used for testing. This could include:
 - a. Gravel trench drainage material.
 - b. Base Stone.

- C. Topping Stone during Construction: Submit samples of each of the following during mass production of gravel materials for performance testing and prior to shipping.
 - 1. Gravel Drainage / Stone / Topping Stone Material:
 - a. A minimum of one-gallon sample for every 500 cubic yards of each material used shall be tested by the Testing Agent for general compliance with the established Baseline specifications.

- D. Testing Agent:
 - 1. Playing Field Testing Agent:
 - a. The Testing Agent shall perform testing of the field system material components, including but not limited to stone base, topping stone and gravel trench materials, as well as to certify the capability of the stone base course to meet permeability and stability requirements before construction.
 - b. The Contractor shall hire a testing agent to certify and make recommendations regarding playing field materials. Playing Field Contractor shall notify the Owner regarding timing, scheduling and use of these agents.
 - c. Agent shall be independent, A2LA accredited and insured.
 - d. Potential Agents for Owner Consideration
 - 1) Sports Labs USA, Jeff Gentile, (603)-715-5453.

- 2) Turf Diagnostic and Design, Sam Ferro, (913) 723-3700.
 - 3) The Pennsylvania State University, Andrew McNitt, (814) 364-2792.
- e. The Testing Agent is to report/submit test results as they are known and simultaneously to the Playing Field Contractor, the Owner and its representatives.

E. The Engineer shall recommend for owner approval or rejection based on results of the tests and recommendation of the Testing Agent.

1.7 PRODUCT DELIVERY

- A. Take all required measures to ensure that all piping and related appurtenances are protected from damage.
- B. Special care shall be exercised during delivery and storage to avoid damage to the products.
- C. All materials shall be delivered and stored within the Contractor's work limits or in an area approved by the Owner.
- D. All materials shall be stored in strict accordance with the manufacturer's recommendations.
- E. Products that are damaged will be removed and replaced, unless the product can be repaired in an acceptable manner by the Contractor, at his expense.
- F. Packaged Materials:
1. Deliver packaged materials in containers showing weight, analysis, and name of manufacturer. Protect materials from deterioration during delivery, and while stored at site. Store out of low lying or drainage areas.
- G. Drainage Gravel and Stone Base:
1. Deliver tested and approved lots in clean, washed and covered trucks to eliminate contamination during transportation. Place directly on playing field. Do not stockpile on site.

1.8 WARRANTY / GUARANTEE

- A. General: Warranties / Guarantees specified in this Article shall not deprive the Owner of other rights the Owner may have under other provisions of the Contract Documents and are in addition to and run concurrent with other warranties/guarantees made by the Contractor under requirements of the Contract Documents.
- B. The following are inclusive of the term "Playing Field System" for provisions of the guarantee:
1. Working functions of the drainage system.
 2. All materials and products specified.
 3. Drainage through the turf, infill and stone base shall be guaranteed to have a percolation rate of 6 inches per hour.
- C. Playing Field Subsurface and Drainage System Installer Guarantee: The President/Principal of this System installer shall prepare and sign this document and it shall include the following:
1. Guarantee shall include removal and replacement of materials (parts and labor) not performing to the standards described to repair field at no cost to the Owner.
- D. Contractor shall not be held liable for incidental or consequential damages.

- E. The Warranty does not cover any defect, failure, damage caused by or connected with abuse, neglect, deliberate acts, acts of God, casualty or loads exceeding the Contractor's recommendations.

PART 2 – PRODUCTS

2.1 SPORTS FIELD SUBDRAINAGE SYSTEM

A. Underdrain Collector Pipe and Fittings:

1. General

- a. All specific pipes are noted on the Contract Drawings.
- b. Review drawings for locations of perforated and non-perforated piping.
- c. Solid wall pipe shall be high-density polyethylene pipe (HDPE) and shall conform to the requirements of AASHTO M252 Type S for 4 to 10 inch diameters and AASHTO M294 or ASTM F2306 Type S for 12 to 60 inch diameters.
- d. Perforated pipe shall be double wall high-density polyethylene pipe (HDPE) and shall conform to the requirements of AASHTO M252 Type SP for 4 inch to 10 inch diameters and AASHTO M294, Type SP or ASTM F2306 for 12 inch to 60 inch diameters.
- e. HDPE Perforated pipe shall have Class 2 slotted perforations in accordance with AASHTO M252 and M294.
- f. Virgin material for pipe and fitting production shall be high-density polyethylene conforming to the minimum requirements of cell classification 424420C for 4-inch to 10-inch diameters, and 435400C for 12-inch to 60-inch diameters, as defined and described in the latest version of ASTM D3350, except that carbon black content should not exceed 5%.
- g. Provide drainage pipe complete with bends, reducers, adapters, couplings, collars, and joint materials.
- h. Solid wall pipe joints and fittings shall meet the watertight joint performance requirements of AASHTO M252, AASHTO M294, or ASTM F2306. 4-inch through 60-inch shall be watertight according to the requirements of ASTM D3212. Gaskets shall be made of polyisoprene meeting the requirements of ASTM F477. Gaskets shall be installed by the pipe manufacturer and covered with a removable, protective wrap to ensure the gasket is free from debris. A joint lubricant available from the manufacturer shall be used on the gasket and bell during assembly.
- i. Solid wall HDPE 12-inch through 60-inch diameters shall have a reinforced bell with a bell tolerance device. The bell tolerance device shall be installed by the manufacturer.
- j. Provided drainage pipe complete with all fittings such as bends, reducers, adapters, couplings, collars, and joint materials. Fittings and couplers for perforated HDPE pipe shall be split couplings or snap couplings manufactured by the same manufacturer as the corrugated HDPE.
- k. Manufacturer's certification according to AASHTO M252 and M294 shall be submitted to the Owner prior to installation of the pipe.

2. Products:

- a. Advanced Drainage Systems (ADS)
 - 1) www.ads-pipe.com
- b. Hancor, Inc.
 - 1) www.hancor.com
- c. Approved Equal.

- B. Underdrain Panel Drains and Fittings:
 - 1. General:
 - a. Corrugated panel drain shall conform to the requirements for Class B Geocomposite as defined in ASTM D7001-06. This geocomposite product shall be composed of a flat pipe design consisting of a full circumference polyethylene core.
 - b. All materials and fittings shall conform to ASTM D7001-06.
 - c. The corrugated panel drain shall have a nominal thickness of 1-inch and a nominal width of 12-inch.
 - d. The core shall have a minimum compressive strength of 7,500 psf.
 - e. Geotextile wrap shall not be used on panel drain.
 - f. Provided panel drain complete with all fittings such as bends, reducers, adapters, couplings, collars, and joint materials. All fittings shall be supplied by the same manufacturer as the panel drain.
 - 2. Products:
 - a. “AdvanEDGE” Pipe – Advanced Drainage Systems (ADS)
 - 1) www.ads-pipe.com
 - b. “Varicor Technologies, Inc.” - Multi Flow
 - 1) Multi-Flow.com
 - c. Hancor, Inc.
 - 1) www.hancor.com
- C. Collector Pipe Inline Drainage Structures / clean outs and sized as per drawings:
 - 1. General:
 - a. Inline structures only are to be used. Risers with fittings are not allowed.
 - 2. Products:
 - a. Cleanouts:
 - 1) Nyloplast Drain Basin.
 - 2) Nyloplast Inline Drain.
 - b. Grate:
 - 1) Solid, Ductile Iron - H20 Solid.
 - 3. Open Grate - H10 Pedestrian Suppliers:
 - a. Nyloplast-ADS:
 - 1) www.ads-pipe.com/us
 - b. National Diversified Sales:
 - 1) www.ndspro.com
 - c. Approved equal.

2.2 GEOTEXTILE FABRIC

- A. General:
 - 1. Provide on playing field subgrade and playing field drainage trenches.
 - 2. The geotextile shall be a nonwoven sheet of plastic yarn as defined by ASTM D123 and conform to the criteria presented in the following table. These requirements shall be based on the Minimum Average Roll Value (MARV) which is defined as the value that can be expected, with 95% confidence, to be the minimum test average obtained on a roll sampled and tested in accordance with ASTM D4759.

3. Geotextile shall meet the requirements of AASHTO M288 except as modified herein.

Geotextile Class 1			
Physical Property	ASTM Procedure	Minimum Acceptance Criteria	
		English	Metric
Grab Tensile Strength	D 4632	200 lbs	890 N
Grab Elongation at Break	D 4632	50%	50%
CBR Puncture Strength	D 6241	500 lbs	2224 N
Mullen Burst Strength	D 3786	260 psi	1790 Kpa
Trapezoidal Tear	D 4533	80 lbs	355 N
Apparent Size Opening (AOS)	D 4751	70-100 US Std Sieve	150 – 212 um

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

2.3 PERIMETER NAILER / ANCHOR

- A. ACQ pressure treated lumber:
 1. Conform to AWWPA treatment standards for ground contact applications.
 2. Size per drawings.
- B. Anchor attachment:
 1. Tapcon 3/16" x 2-3/4" Hex.
 2. Approved equal.

2.4 STONE BASE AND TOPPING STONE

- A. The stone base shall conform to the turf vendor's standard specifications subject to the Owner's approval and meet the following gradation for AASHTO #57 Stone:

1-1/2" (37.5mm)	100
1" (25.4mm)	95-100
1/2" (12.7mm)	25-80
1/4"	0-10
No. 8 (2.36mm)	0-5

- B. The topping stone must conform to the turf vendor's standard specs, is subject to the Owner's approval, and meets the following gradation for No. 89 Stone:

1/2"	100
3/8"	90-100
No. 4	20-55
No. 8	0-15
No. 16	0-10
No. 50	0-5

- C. All stone shall be angular. Rounded or river stone is not acceptable.
- D. In no instance shall multiple quarry sources be used within a single playing field area.
- E. Bridging Characteristics:
- a) $3 < \frac{D50 \text{ base stone}}{D50 \text{ top stone}} < 6$ b) $\frac{D85 \text{ top stone}}{D15 \text{ base stone}} < 2$
- F. Drainage Characteristics
1. Permeability for base stone shall be greater than 20"/hr.
- G. Top dressing Stone is allowed for use to level the finished surface of the base stone. Total allowable finish depth to be in the range of 1/2 to 3/4 inch.
- H. The gravel should meet one or both of the following stability requirements:
1. Sulfate Soundness (C-88).
 - a. Not to exceed 12% loss.
 2. LA Abrasion (ASTM C131).
 - a. Not to exceed 40.
- I. Alternate Gravel Backfill for Drainage Collector trenches only: Clean crushed stone or washed gravel. Gravel shall meet one or both of the above stability requirements using the stated test methods.
1. Size criteria:
 - a. 95% Passing a 1 inch sieve.
 - b. No more than 10% passing a #10 mesh (2.0 mm) sieve.
 - c. No more than 5% passing a #18 mesh (1.0 mm) sieve.
 2. Installed below the stone base material.
 3. Must bridge with the stone base material.

PART 3 – EXECUTION

3.1 EXAMINATION AND PROTECTION

- A. Verification of Conditions: Examine areas and conditions under which all work of this Section is being performed. Commencement of work implies acceptance of all areas and conditions. Correct any and all conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until satisfactory conditions have been corrected.

- B. Protection of Work this Contract: Protect all on-going work, so as not to delay work due to weather or project related construction. This includes but is not limited to the use of tarps, geotextile, plywood and other protective measures.
- C. Protection of Persons and Property: Provide all necessary measures to protect workmen and passersby. Barricade open excavations occurring as part of the work, as required by municipal or other authorities having jurisdiction.
 - 1. Protect adjacent construction throughout the entire operation. Protect newly graded areas from destruction by weather or runoff. Protect structures, utilities, pavements, and other improvements from damage caused by settlement, lateral movement, undermining and washout.
- D. Unanticipated Conditions: Notify the Owner immediately upon finding evidence of previous structures, filled materials that penetrate below designated excavation levels, or other conditions which are not shown or which cannot be reasonably assumed from existing surveys and geotechnical reports. Secure the Owner's instruction before proceeding with further work in such areas.
- E. Installation of synthetic field surfacing shall be done only after excavation and construction work which might injure it has been completed. Damage caused during construction shall be repaired before acceptance.
- F. The Contractor shall coordinate the installation of the synthetic field surface and the surrounding surfaces for optimum interface at all edges.

3.2 PLAYING FIELD SUBGRADE & FINISH SUBGRADE

- A. Layout and Control:
 - 1. Refer to Section Earth Moving for subgrade work.
 - 2. Refer to drawings for playing field limits and layout.
- B. Excavation or Fill to achieve subgrade / finish subgrade if found necessary:
 - 1. Refer to Section Earth Moving for additional Earthwork requirements.
- C. Playing Field Subgrade:
 - 1. General
 - a. Playing Field Contractor shall perform all operations necessary to bring the playing field area to the required tolerances.
 - b. Subgrade shall mirror the final finish elevation of the field surface in regard to slope except where noted on the drawings.
 - c. Compaction shall meet 90% Standard Proctor.
 - d. Proofrolling of the subgrade is required.
 - e. Sufficient grading must be done during the progress of the work so that the entire playing field area shall be well drained and free from water pockets.
 - 2. Playing Field Subgrade Tolerance Requirements: The final elevation of the finish subgrade shall be plus or minus one half inch at any point on the field and on a 25 foot by 25 foot grid grade.
 - 3. Playing Field Subgrade Elevation Certification: A certified survey by a State licensed land surveyor shall be performed at 25-foot grid centers to verify required grade and elevation tolerances of the finish subgrade. The digital survey document shall indicate spot elevations and tenth of foot contours and shall be submitted to the Engineer for review and approval prior to moving to next part of work.

- D. Playing Field Finish Subgrade:
1. General:
 - a. After verification and approval of the subgrade, the Playing Field Contractor shall then proceed with the fine grading of the subgrade. All fine grade cutting, filling, and backfilling necessary to be performed on the subgrade to bring the playing field areas finish subgrade to the required tolerances.
 - b. Finish subgrade shall mirror the final finish elevation of the field surface in regard to slope except where noted on the drawings.
 - c. Compaction for the finish subgrade shall meet 90% Standard Proctor.
 - d. Proof-rolling of the finish subgrade is required.
 - e. Sufficient grading must be done during the progress of the work so that the entire playing field area shall be well drained and free from water pockets.
 2. Playing Field Finish Subgrade Tolerance Requirements: The final elevation of the finish subgrade shall be plus or minus one quarter inch at any point on the field and on a 25 foot by 25 foot grid grade.
 3. Playing Field Finish Subgrade Elevation Certification: A certified survey by a State licensed land surveyor shall be performed at 25-foot grid centers to verify required grade and elevation tolerances of the finish subgrade. The digital survey document shall indicate spot elevations and tenth of foot contours and shall be submitted to the Owner for review and approval prior to moving to next part of work.

3.3 TURF PERIMETER NAILER/ANCHOR

- A. Install approved anchoring system at entire perimeter/edges of turf installation.
1. Fasten anchoring system to concrete curb or channel drain with concrete screws.
 - a. Attach at all ends of the nailer boards.
 - b. Anchors to be spaced 24" o.c. max.
- B. Install anchoring/nailing "collar" around other in place or installed items (drain basins, cleanouts, sports equipment anchors, quick coupler boxes, etc.), as appropriate to installation sequencing.

3.4 DRAINAGE SYSTEM INSTALLATION

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

B. Installation of Geotextile Filter Fabric:

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

C. Installation of Collector piping:

1. Lay perforated pipe directly on drainage stone layer at trench bottom in accordance with pipe manufacturer's recommendations.
2. Provide collars and couplings as required for installation of these lines as well as for connections to drainage structures and trench drains.
3. Install collector as indicated on drawings so that it connects to site structures or extends to limits indicated.
 - a. Protect any exposed ends of pipe until connected to detention or storm sewer system by playing field Contractor or others.
4. Pipe laying work shall commence at the main collector line and shall proceed from low point of system to high point.
 - a. Pipe shall be laid true to line and grade in such a manner as to assure a close concentric joint with the adjoining pipe.
 - b. Protect any exposed ends of the pipe until final connections are made.
 - c. After pipe installation has been observed by the Owner, drainage material shall be placed around and over the pipe.
5. Install inline structures, drain inlets, catch basins per manufacturer's instructions.
6. After pipe installation has been observed by the Playing Field Designer/Owner, approved drainage material shall be placed around and over the pipe to the top of the trench.
 - a. If observation indicates poor alignment, debris, displaced pipe, infiltration or other defects, Contractor to take whatever steps are necessary to correct such defects prior to proceeding.
7. Installation of drain lines from ground boxes:
 - a. Install drain lines from in ground boxes installed in the field area. Connect directly to field drainage system or minimally to the gravel perimeter trench.

8. Collector pipe Clean Out: A nyloplast or equal structure is to be used for the cleanout. Cap shall be placed flush with finish subgrade as shown on the drawings.
- D. Drainage Fill:
1. Trenches:
 - a. Place approved drainage gravel fill material in the drainage trench in a single layer. Place material around drainage pipe until it is level with the surrounding subgrade. This shall be the base stone unless otherwise approved prior to installation.
 - b. Contractor to consider temporarily covering top of open gravel trench with the geotextile material overlapping the top of the trench to reduce contamination of the gravel material.
- E. Installation of Panel Drains:
1. Install panel drains per the manufacturer's written instruction.
 2. The panel drains are to be installed directly over the top of the geotextile fabric.
 3. Connect panel drains to collector/header piping using panel drain manufacturer provided fittings, per manufacturer instructions and as shown on drawings.
 4. Provide 48 hours' notice to the Owner to inspect the panel drains in place prior to covering.
- F. Clean Out/End Cap: Cap shall be recessed below the base stone and flush with finish subgrade elevation. Install bolt, washer and nut on cap for metal detection purposes.
- G. Testing Drain Lines: The Contractor shall ensure that lines are in proper alignment and free flowing prior to placing the drainage gravel fill material. The Playing Field Designer/Owner will observe portions of this process for general conformance of the specifications.

3.5 INSTALLATION OF STONE BASE / TOPPING STONE

- A. Install only tested and approved material at a uniform depth.
- B. Placement of the base stone shall proceed from a stable area next to the geotextile fabric and systematically worked outward onto the field area.
1. The cover material shall be pushed forward and not dumped onto the liner.
 2. Laser operated equipment shall be utilized.
 3. All equipment used in spreading or traveling on the cover layer shall exert low ground pressures and shall be approved by the manufacturer and Engineer.
 4. During placement and spreading:
 - a. A minimum depth of 6 inches of granular material shall be maintained at all times between the fabric and wheels of trucks or spreading equipment.
 - b. Dozer blades, etc. shall not make direct contact with the fabric. If tears occur in the fabric during the spreading operation, the granular material shall be cleared from the fabric and the damaged area repaired as previously described.
 - c. All equipment traveling on the cover layer shall avoid making sharp turns, quick stops or quick starts.
 - d. Care shall be taken to not disturb, displace or damage the geotextile fabric or the drainage system.
 - e. Contractor shall install stone base layer in such a way as to reduce separation of the fines and larger particles in the stone blend.
- C. Placement of the Topping Stone: This stone layer shall be placed over the stone base at a finished depth as shown on the drawings to produce a level/smooth surface prior to the placement of the synthetic turf. Due to possible drifting of this finish stone material into the stone layer below, more

material may be required than the finished depth to eventually achieve finished grade elevations at the top of the finish stone layer and shall be considered as part of the overall quantities necessary.

1. Contractor shall install topping stone layer in such a way as to reduce separation of the fines and larger particles in the stone blend.
- D. Finish grade for Base Stone and Top Dressing Stone:
1. Shall be verified using laser operated survey instrument with a tolerance of +/- one-quarter inch over 25 feet in any direction.
- E. Stone base elevation verification: A survey of the finished elevation for the stone base is to be developed by a State licensed surveyor over the entire surface in a 25 foot grid. The survey shall be certified (signed) and submitted to the Owner and its representatives for approval prior to installing the synthetic turf. The survey shall indicate spot elevations and tenth of foot contours.
- F. Perform 4 permeability tests, in 4 different locations per full-size field, using a dual ring infiltrometer on the finished topping stone prior to installing the finished surface.
1. All test results must be greater than 20 inches per hour.

3.6 PROTECTION

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

END OF SECTION

SECTION 323113 – CHAIN LINK FENCE AND GATES (Reference Only - Owner Provided / Installed)

PART 1 – GENERAL

1.1 DESCRIPTION

- A. The Fencing Contractor shall provide all labor, materials, equipment, and services necessary for, and incidental to, the installation of chain link fence and gates, as shown on the Drawings and as specified herein.
- B. All fencing Work will be performed under a separate contract and is not included in the contract scope of work of the Turf Field Builder. Fencing Work will need to be coordinated with the concrete field curb construction work of the Turf Field Builder.
- C. All chain link fence shall have a thermally-bonded and fused polymer color coating.
- D. All gates and gate hardware shall be powder coated.

1.2 QUALITY ASSURANCE

- A. Comply with standards of the Chain Link Fence Manufacturer's Institute.
- B. Provide steel fence and related gates as a complete system produced by a single manufacturer, including necessary erection accessories, fittings and fastenings.
- C. Comply with ASTM A53 for requirements of Schedule 40 piping.
- D. Comply with ASTM F668 Specification for Polymer Coated Chain Link Fence Fabric.
- E. Comply with ASTM F1043 Specification for Strength and Protective Coatings of Metal Industrial Fence Framework.
- F. Height of fence shall be measured from the top of concrete footing to the top of post.
- G. Manufacturer: Company shall be headquartered in the US having US manufacturing facility/facilities specializing in manufacturing chain link fence products with at least 5 years of experience.
- H. Fence contractor: Company with demonstrated successful experience installing similar projects and products in accordance with ASTM F567.
- I. Tolerances: Current published edition of ASTM specifications tolerances apply. ASTM specification tolerance supersedes any conflicting tolerance.

1.3 SUBMITTALS

- A. Product Data: Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for chain-link fences and gates.
 - 1. Fence and gate posts, rails and fittings
 - 2. Chain link fabric, reinforcements, and attachments.
 - 3. Gates and hardware.

- B. Shop Drawings: Show locations of fences, gates, posts, rails, tension wires, details of extended posts, extension arms, gate swing, or other operation, hardware, and accessories. Indicate materials, dimensions, sizes, weights, and finishes of components. Include plans, gate elevations, sections details of post anchorages, attachment, bracing, and other required installation and operational clearances.
- C. Samples for Verification: For each type of chain-link fence and gate indicated:
 - 1. Polymer coated steel wire (for fabric) in 6-inch (150-mm) lengths on shapes for posts, rails, wires and gate framing.
 - 2. Two-stage powder coat finish, in 6-inch (150-mm) lengths on shapes for gate framing.
- D. Product Certificates: For each type of chain-link fence and gate, signed by product manufacturer:
 - 1. Strength test results for framing according to ASTM F1043.
 - 2. Material certifications, made in USA, Buy America Act or Buy America when required.
- E. Qualification Data: For installer.
- F. Field quality-control test reports.
- G. Maintenance Data: For the following to include in maintenance manuals:
 - 1. Polymer finishes.
 - 2. Powder coat finishes.

1.4 QUALITY ASSURANCE

- A. Installer Qualifications: An experienced installer who has completed chain-link fences and gates similar in material, design and extent to those indicated for this Project and whose work has resulted in construction with a record of successful in-service performance.

1.5 PROJECT CONDITIONS

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

PART 2 – PRODUCTS

2.1 STEEL FRAME WORK

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

FENCE HEIGHT	LINE POSTS	END, CORNER & PULL POSTS	RAILS & BRACES	GATE FRAMES	*GATE POSTS	CONCRETE FOUNDATION DIA.		DEPTH
						Diameters	Corner/End	
						LINE POSTS	PULL & GATE POSTS	
3'	1-1/2"	2"	1-1/4"	1-1/2"	3"	12"	12"	4'
3'-6"	2"	3"	1-1/4"	1-1/2"	4"	12"	12"	4'
4'	2"	3"	1-1/4"	1-1/2"	4"	12"	12"	4'
4'-6"	2"	3"	1-1/4"	1-1/2"	4"	12"	12"	4'

FENCE HEIGHT	LINE POSTS	END, CORNER & PULL POSTS	RAILS & BRACES	GATE FRAMES	*GATE POSTS	CONCRETE FOUNDATION DIA.		DEPTH
						Diameters	Corner/End	
						LINE POSTS	PULL & GATE POSTS	
5'	2"	3"	1-1/4"	1-1/2"	4"	12"	12"	4'
6'	2"	3"	1-1/4"	1-1/2"	4"	12"	18"	4'
8'	2"	3"	1-1/4"	1-1/2"	4"	12"	18"	4'
10'	3"	4"	1-1/4"	1-1/2"	4"	12"	18"	4'
12'	3"	4"	1-1/4"	1-1/2"	4"	12"	18"	5'
16'	3-1/2"	4"	1-1/4"	1-1/2"	4"	12"	18"	5'

SCHEDULE 40 STEEL PIPE TABLE		
NOMINAL SIZE (IN.)	ACTUAL OUTSIDE DIAMETER (IN.)	WEIGHT *(LB/FT)
1	1.315	1.67
1-1/4	1.660	2.27
1-1/2	1.900	2.71
2	2.375	3.65
2-1/2	2.875	5.79
3	3.500	7.58
3-1/2	4.000	9.11

50,000 PSI HOT DIPPED GALVANIZED STEEL TUBING		
NOMINAL SIZE (IN.)	ACTUAL OUTSIDE DIAMETER (IN.)	WEIGHT *(LB/FT)
1	1.315	
1-1/4	1.660	1.83
1-1/2	1.900	2.28
2	2.375	3.12
2-1/2	2.875	4.64
3	3.500	5.71
3-1/2	4.000	6.56

- B. Pipe must comply with ASTM F1043 Group 1A or 1C.
- C. Round Steel Pipe and Rail: Round steel pipe and rail to be cold-rolled electric resistance welded pipe in accordance with ASTM 1043 materials group 1C, minimum steel yield strength 50,000 psi. Type B external coating, hot dip galvanized zinc 1.0 oz/ft² with a clear polymeric overcoat, Type D interior 90% by weight zinc-rich coating having a minimum thickness of 0.30 mils.
- D. Polymer Color Coated Pipe: Polymer coated pipe shall have a polyester or polyolefin coating fused and adhered to the exterior zinc coating of the galvanized pipe in accordance with ASTM F1043. The minimum thickness of the polymer coating shall be 3 mils.
 - 1. Color: Black.
- E. Polymer Coated Color Fittings: In compliance with ASTM F626. Polymer coating minimum thickness to be 0.006 in. fused and adhered to the zinc coated fittings. Color to match fence system.

2.2 CHAIN LINK FABRIC

- A. General: Height indicated on Drawings. Provide fabric in one-piece heights for fence heights up to 10 feet measured between top and bottom of outer edge of selvage knuckle or twist. Comply with ASTM A392, CLFMI CLF 2445, and requirements indicated below:

1. Steel Chain Link Wire Fabric:
 - a. Zinc-coated steel fabric: ASTM A392 hot dipped galvanized before or after weaving.
 - 1) Class 2 – 2.0 oz/ft².
 - a) 9-gauge core diameter for fences and gates.
 - b) 6-gauge core diameter for backstops.
 - 2) Class 2b fused and adhered.
 - b. Polymer Coated Steel Fabric: ASTM F668, the wire gauge specified for polymer coated wire is that of the metallic coated steel core wire.
 - 1) Class 2b fused and adhered.
 - 2) Color: Black.
- B. Mesh Size:
 1. 2 inches for fences.
 2. 1-3/4 inches for tennis court fencing or end line fencing.
- C. Selvages:
 1. Knuckled top and bottom.

2.3 SWING GATES

- A. Assemble gate frames with fully coped welds as shown on the Drawings or on Shop Drawings approved by the Engineer.
 1. All ferrous metal components shall be blast cleaned to and SSPC-6 commercial blast clean.
- B. Galvanized steel welded fabrication in compliance with ASTM F900. Frame members spaced no greater than 8 ft. apart vertically and horizontally. Welded joints protected by applying zinc-rich paint in accordance with ASTM Practice A780. Positive locking gate latch, pressed steel galvanized after fabrication. Galvanized malleable iron or heavy gauge press steel post and frame hinges. Match gate fabric to that of the fence system.
- C. Powder Coated Framework for Gates:
 1. Colored Powder Coated Framework:
 - a. Powder for coating shall be a polyester-based thermal setting resin.
 - b. Powder coat system shall meet or exceed the following test requirements:
 - 1) Direct Impact Resistance: ASTM D2794-93, up to 160 inches per pound.
 - 2) Flexibility: ASTM D522-93, Method B, equal to or less than a 1/4-inch mandrel.
 - 3) Pencil Hardness: ASTM D3363-93a, HB-2H.
 - 4) Crosshatch Adhesion: ASTM D3359-97, Method B, 5B.
 - 5) Salt Spray Resistance: ASTM B117 plus 1,000 hours.
 - 6) Humidity Resistance: ASTM D2247 plus 1,000 hours.
 - c. Moveable parts such as hinges, latches and drop rods may be field coated using a liquid polymer touch up.
 - d. Chain link fabric on gate same as finish same for fencing.
 - e. Color: To match that of the fencing system.

2.4 GATE HARDWARE

- A. Hinges: Non-lift-off type, offset to permit 180-degree swing, and of suitable size and weight to support gate. Provide 1-1/2 pair of hinges for each leaf over 6 feet high.

- B. Latch: Provide plunger bar type complete with flush plate set in concrete for all double gates and single gates over 10 feet. Padlock eye shall be an integral part of latch construction.
 - 1. Provide plunger bar complete with flush plate set in concrete on each gate leaf.
 - 2. Provide flush plate set in concrete for both the fully open position and full closed position.
- C. Keeper for Vehicle Gates: Provide keeper which automatically engages the gate leaf and holds it in open position until manually released.

2.5 MISCELLANEOUS MATERIALS AND ACCESSORIES

- A. Post Tops: Steel, wrought iron, or malleable iron.
- B. Stretcher Bars: One piece equal to full height of fabric, minimum cross-section 3/16 inch by 3/4 inch.
- C. Metal Bands (for stretcher bars): Steel, wrought iron, or malleable iron, to secure stretcher bars to end, corner, pull and gate posts.
- D. Wire Ties:
 - 1. For tying fabric to line posts, rails and braces: 9-gauge steel wire.
 - 2. For tying fabric to tension wire: 11-gauge steel hog rings.
- E. Truss Rods: 3/8-inch diameter.
- F. Angle Beams, I Beams and Steel Shapes: ASTM A36.
- G. Bolts and Nuts: ASTM A307, Grade A.

PART 3 – EXECUTION

3.1 EXAMINATION

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

3.2 PREPARATION

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

3.3 INSTALLATION

- A. Space posts equidistant in the fence line with a maximum of 10 feet on center or as shown on Drawings.
- B. Footings: Excavate holes as indicated for fence and gate posts. Excavate footings to depths and widths as noted in Specifications or on drawings. Install gravel drainage material in bottom of hole as shown on the drawings.
- C. Setting Posts and Footings at Concrete Areas: Set posts in center of hole. Embed post so that bottom of post is flush with the bottom of concrete footing and in gravel drainage layer. Fill hole with concrete. Plumb and align posts. Vibrate or tamp concrete for consolidation. Finish elevation on top of footing to be coordinated with construction of concrete adjacent to posts or as shown on drawings. Do not attach fabric to posts until concrete has cured a minimum of 7 days.
- D. Setting Posts and Footings in Grass Areas: Set posts in center of hole. Embed post so that bottom of post is flush the bottom of concrete footing and in gravel drainage layer. Fill hole with concrete. Plumb and align posts. Vibrate or tamp concrete for consolidation. Finish concrete in a dome shape above ground to shed water. Do not attach fabric to posts until concrete has cured a minimum of 7 days.
- E. Locate corner posts at corners and at changes in direction. Use pull posts at all abrupt changes in grade and at intervals no greater than 500 feet. On runs over 500 feet, space pull posts evenly between corner or end posts. On long curves, space pull posts so that the strain of the fence will not bend the line posts.
- F. Install top rail continuously through post caps or extension arms, bending to radius for curved runs. Install expansion couplings as recommended by fencing manufacturers.
- G. Install intermediate rails in one piece between posts and flush with post on fabric side using special offset fittings where necessary.
- H. Diagonally brace corner posts, pull posts, and terminal posts to adjacent line posts with truss rods and turnbuckles.
- I. Attach fabric to playing field side of fence. Bottom of fabric to be set on finished grade of curb, track, or playing field except when indicated otherwise. Thread stretcher bars through fabric using one bar for each gate and end post and two for each corner and pull post. Pull fabric tight so that the maximum deflection of fabric is 2 inches when a 30-pound pull is exerted perpendicular to the center of a panel. Maintain tension by securing stretcher bars to posts with metal bands spaced 15 inches on center. Fasten fabric to steel framework with wire ties spaced 12 inches on center for line posts and 24 inches on center for rails and braces. Bend back wire ends to prevent injury. Tighten stretcher bar bands, wire ties, and other fasteners securely.

OR

- J. Position bolts for securing metal bands and hardware so nuts are located opposite the fabric side of fence. Tighten nuts and score excess threads.
 - 1. Secure post tops, extension arms, and caps with one-way cadmium plated steel screws.
- K. Install gates plumb and level and adjust for full opening without interference. Install ground-set items in concrete for anchorage, as recommended by fence manufacturer. Adjust hardware for

smooth operation and lubricate where necessary. Attach fabric as for fencing. Install ground-set items in concrete as shown on the drawings.

- L. Touch Up: Small nicks or other blemishes shall be touched up with paint materials suitable for and matching the finish of the damaged material. Severely damaged fencing/gates deemed as unacceptable at the sole discretion of the Owner or its representatives shall be replaced at the contractor's expense.

END OF SECTION

SECTION 328425 - LANDSCAPE IRRIGATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. The work of this Section consists of providing and installing an underground irrigation system main lines as shown and specified. The work includes:
 1. Automatic irrigation system main including piping, valves, fittings, thrust blocks, and accessories to be installed.
 2. Control wire and sleeving.
 3. Testing.
 4. Excavating and backfilling irrigation work.
 5. Install tracer wire along with all non-metallic piping for tracking purposes.

1.3 REFERENCE STANDARDS

- A. Materials, equipment, and methods of installation shall comply with the following codes and standards:
 1. All local and State codes.
 2. National Fire Protection Association, (NFPA): National Electrical code.
 3. American Society for Testing and Materials, (ASTM).
 4. National Sanitation Foundation, (NSF).
 5. The Irrigation Association, (IA).
- B. Installer's qualifications: minimum of five (5) years' experience installing irrigation systems of comparable size. The irrigation system contractor shall have an installation crew consisting of a minimum of three (3) persons who each have a minimum of three years' experience installing irrigation systems.
 1. The contractor shall be able to demonstrate his ability to perform emergency or warranty repair work within a minimum of 24 hours' notice from the city. The contractor shall have a dedicated service department independent from his installation crews.
 2. The contractor must provide a list of the last 3 projects completed within the last 2 years that are of similar size and complexity. Name, address and phone numbers shall be included.

1.4 SUBMITTALS

- A. Submittals shall be made in accordance with Section 013300 "Submittal Procedures."
- B. Submit manufacturer's product data and installation instructions for each of the system components including but not limited to the following: irrigation system heads, manual, remote control and quick coupling valves, valve boxes, fittings, wire, wire connectors, pipe and appurtenances, etc.
- C. Upon irrigation system acceptance, submit five (5) copies of written operating and maintenance instructions, including winterization procedure. Provide format and contents as directed by the Engineer.

- D. Record Drawings:
1. The Contractor shall provide and keep up to date a complete set of "AS Built" record set of prints which shall be corrected as the work progresses, and show every change from the original drawings and specifications and the actual "As Built" dimensions and kinds of equipment. This set of drawings shall be kept on site and shall be used only as a record set.
 2. These drawings shall also serve as progress sheets, and the Contractor shall make neat and legible annotations thereon as the work proceeds, showing the work as actually installed. These drawings shall be available at all times for inspection and shall be kept in the Contractor's mobile office on location at all times for inspection.
 3. Record drawings shall show the location of all sprinklers, valve boxes, valve markers, controllers, pipe, wire trenches, multiple wire splice boxes, sensors and all pertinent material buried and not visible to the eye. Record drawings shall indicate dimensions from two permanent points of easily identifiable nature, if possible, such as sprinkler heads, permanent markers, concrete pads, corner of buildings, large caliper trees, etc.
 - a. Contractor shall submit to the Owner a laminated half-size copy of the as-built irrigation plan suitable for mounting.
 4. The contractor shall GPS the record drawings and shall submit the electronic file and record drawings for final approval.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver irrigation system components in manufacturer's original undamaged and unopened containers with labels intact and legible.
- B. Deliver plastic piping in bundles, packaged to provide adequate protection of pipe ends.
- C. Store and handle materials to prevent damage and deterioration.
- D. Provide secure, locked storage for valves, and similar components that cannot be immediately replaced, to prevent installation delays.

1.6 PROJECT CONDITIONS

- A. Known underground and surface utility lines are indicated on other drawings. Unknown utilities may exist. It is the contractor's responsibility to have all utilities located before the commencement of construction activity.
- B. Protect existing trees, plants, lawns, and other features designated to remain as part of the final landscape work.
- C. Promptly repair damage to adjacent facilities caused by irrigation system work operations. The cost of repairs shall be at the Contractor's expense.
- D. Minor adjustments in system layout may be necessary to clear existing and proposed fixed obstructions. Final system layout shall be acceptable to the Landscape Architect.
- E. Cutting and Patching:
 1. Cut through concrete and masonry for conduits with core drills. Jack hammers are not permitted.
 2. Materials and finishes for patching shall match existing cut surface materials and finish. Exercise special care to provide patching at openings in exterior walls watertight.
 3. Methods and materials used for cutting and patching shall be acceptable to the Landscape Architect.

1.7 WARRANTY

- A. For a period of one (1) year from the date of final acceptance of the irrigation system, the contractor shall promptly furnish and install any parts which prove defective due to faulty product or faulty installation by the contractor.
- B. During the warranty period, the contractor shall extend to the Owner, any and all warranties that apply to equipment found to be defective in either materials or workmanship, as extended by the manufacturer and/or distributor to the contractor. The limits of this equipment warranty shall be expressly stated by the appropriate manufacturer/distributor in writing.

1.8 COORDINATION

- A. Coordinate work of this Section with that of other trades, under this and other Contracts with the Owner, affecting or affected by this work, and cooperate with the other trades as is necessary to assure the steady progress of work.
- B. Before proceeding with installation work, inspect all project conditions and all work of other trades to assure that all such conditions and work are suitable to satisfactorily receive the work of this Section and notify the Landscape Architect in writing of any which are not. Do not proceed further until corrective work has been completed or waived.
- C. Do not interrupt existing services without Owner's approval. Schedule interruptions in advance, according to Owner's instructions. Interruptions shall be scheduled at such times of day and work so that they have minimal impact on Owner's operations.

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

- A. Sprinkler Manufacturers: As specified or approved equal.
- B. Manufacturers' products shall conform to the specifications and shall be deemed acceptable by the Landscape Architect.
- C. Approval: Wherever the terms "approval," "approved" or "or equal" are used in the specifications, they shall be the approval of the Owner in writing. No substitution of material from those specified on the plans and in the specifications shall be permitted without the written approval of the Owner. Any request for substitutions of specified materials must be submitted in writing by the Contractor to the Owner no less than 5 business days prior to the bid date. The Owner will notify the Contractor of approved substitutions in writing. The alternate product submittal shall include catalog cut sheets, performance specifications and written notification indicating purpose of the submittal.

2.2 MATERIALS

- A. General: Contractor/bidder shall submit and install a single manufacturer for the following components:
 - 1. Provide only new materials, without flaws or defects and of the highest quality of their specified class and kind.
 - 2. Comply with pipe sizes indicated. No substitution of smaller pipes will be permitted. Larger sizes may be used subject to acceptance of the Landscape Architect.

3. Provide pipe continuously and permanently marked with manufacturer's name or trademark, size schedule and type of pipe, working pressure at 73 degrees F. and National Sanitation Foundation (NSF) approval
- B. Pipe, Fittings, and Connections:
1. Polyvinyl chloride pipe: ASTM D2241, Type 1, Grade 1 rigid, unplasticized PVC, extruded from virgin parent material, conforming to CS256-63. Provide pipe homogeneous throughout and free from visible cracks, holes, foreign materials, blisters, wrinkles, and dents.
 - a. All piping for sleeves under roadways, sidewalks, etc., shall be PVC, Schedule 40, unless otherwise stated on the plans.
 - b. All main line piping shall be polyvinyl chloride pipe and shall be SDR 21, Class 200, integrated bell and spigot type rubber gasket joint.
 - c. All lateral pipe shall be polyvinyl chloride pipe and shall be SDR 21, Class 200, solvent weld bell end.
 2. Fittings:
 - a. Fittings for PVC main line piping shall be ductile iron gasket fittings. The ductile iron fittings shall have deep bell push on joints with gaskets meeting ASTM F-477. These fittings shall be for change of direction and or tapped service tees. These fittings shall be manufactured by Harco Manufacturing or approved equal.
 - b. Fittings for PVC lateral piping shall be schedule 40 PVC fittings, suitable for solvent weld and threaded connections.
- C. Nipples:
1. Plastic: Factory-threaded Schedule 80, Type 1, Grade 1 polyvinyl chloride (PVC) pipe, threaded both ends. Pipe shall be in conformance with ASTM D1784 and D1785, gray color.
 2. Metallic: Schedule 40 red brass (35% copper, 15% zinc) pipe, threaded both ends. Pipe shall be in accordance with ASTM B43. Fittings shall be of U.S. manufacture.
- D. Solvents and Sealants:
1. Solvent Cement: Compatible with PVC pipe and of proper consistency conforming to ASTM D2564.
 2. Threaded connections: All threaded pipe, fittings, and valve connections excepting the sprinkler body inlet, shall use thread sealant.
- E. Triple Swing Joints
1. General:
 - a. Shall be molded of rigid polyvinyl chloride (PVC), Schedule 80, pressure rated at 315 psi. Type 1, Cell classification 12454-B per ASTM specification D 1784, with NPT threads and pipe sockets per ASTM D 2464 and D2466, respectively. Each rotating joint shall be sealed with an EPDM rubber 0-ring, installed pre-compressed in a sealing groove free of parting lines to prevent leakage. Modified stub ACME threads shall have special engineered (S.E.) diameters and clearances to allow full circle (360°) movement and to reduce stress concentrations and joint fracture at thread roots.
 - b. Factory Assembled.
 2. Products: For Irrigation Head
 - a. Lasco Unitized Triple Swing
 - 1) G-172-212 for 1" inlet sprinklers
 - 2) T-712-212 for 3/4" inlet sprinklers
 - b. Spears
 - c. Dura Plastic Products
 - d. Approved equal

3. Products: For Quick Coupler.
 - a. Lasco Unitized Triple Swing:
 - 1) G-172S-218
 - 2) 1 inch unitized with brass nipple.
 - b. Spears.
 - c. Dura Plastic Products.
 - d. Approved equal.
- F. Valves and Associated Equipment:
1. Manual Gate Valves:
 - a. Manual gate valve shall be installed where indicated on the plans. Non-Rising Stem: Valves shall be Class 125 and 200 psi CWP, non-rising stem, screw-in bonnet, solid wedge and USA manufactured in accordance with MSS-SP 80. Body, bonnet, external stuffing box and wedge are to be of bronze ASTM B-62. Stems shall be of dezincification-resistant silicon bronze ASTM B-371 or low-zinc alloy B-99, non-asbestos packing and malleable or ductile iron hand wheel. For buried service - Bronze Cross is required. Valve ends shall be threaded-type. Valves shall be of U.S. manufacture.
 2. Gate Valves:
 - a. Non-rising Stem Gate Valves 3 inches and larger: AWWA C500, cast- iron double disc, bronze disc and seat rings or AWWA C509, resilient seated stem, cast-iron body and bonnet, stem nut, 200 pig working pressure, and ends that fit NPS dimension, PVC pipe. Include elastomeric gaskets.
 - b. American Made.
 3. Quick Coupler Valve.
 - a. General:
 - 1) One inch with Acme thread.
 - 2) Vinyl Cap Cover.
 - 3) American Made.
 - b. Products:
 - 1) Hunter HQ-44LRC-AW.
 - 2) Approved equal.
- G. Thrust Blocks: Use 3,000 PSI concrete and 2-mil plastic to wrap fittings and pipe.
- H. Valve Access Boxes:
1. Valve access boxes shall be tapered enclosures of rigid plastic material comprised of fibrous components, chemically inert and unaffected by moisture corrosion and temperature changes. Provide lid of same material, green in color.
 2. Valve access boxes for electric valve assemblies shall be 18" deep with 10" X 15" rectangular cover.
 3. Valve boxes shall be of sufficient size to still allow room for maintenance without having to excavate or perform similar operations conforming to ASTM D368 for tensile strength of 18 inch deep and furnished with a non-hinged cover.
 4. Valve boxes for quick coupling valves shall be 10" diameter valve boxes.
 5. Products
 - a. Carson.
 - b. Ametek.
 - c. Brooks Industries.
 - d. Approved equal.
- I. Accessories:
1. Drainage fill shall be 1/2" to 3/4" crushed stone.

- a. Fill shall be clean soil free of stones larger than 2" diameter, foreign matter, organic material and debris.
- b. Provide imported fill material as required to complete the work. Obtain rights and pay all costs for imported materials.
- c. Suitable excavated materials removed to accommodate the irrigation system work may be used as fill material subject to the Engineer's review and acceptance.

PART 3 - EXECUTION

3.1 INSPECTION

- A. Examine final grades and installation conditions. Do not start irrigation system work until unsatisfactory conditions are corrected.

3.2 PREPARATION

- A. Layout and stake the location of each pipe run and all valves. Obtain Landscape Architect's acceptance of layout prior to excavating.
- B. All sleeves required for the installation of the irrigation system are to be installed by the general contractor. Wires are to be installed in separate sleeves.

3.3 INSTALLATION

- A. Excavation and Backfill:
 - 1. Excavation shall include all materials encountered.
 - 2. Excavate trenches of sufficient depth and width to permit proper handling and installation of pipe and fittings.
 - 3. Excavate to depths required to provide 2" depth of earth fill or sand bedding for piping when rock or other unsuitable bearing material is encountered.
 - 4. Fill to match adjacent grade elevations with approved earth fill material. Backfilling will be done by hand placing soil under, around and above pipe so that it is hand tamped to a point 6" above the pipe. Special care shall be taken to ensure that this layer is completely free of stones and other deleterious material. The remainder of the trench may be machine filled with appropriate available soil. Machine placed backfill shall be compacted to a suitable density by machine tamping and approved rolling to prevent settlement in trench.
 - a. If within one (1) year from the date of final acceptance, settlement due to improper compaction occurs and an adjustment in pipes, valves and sprinkler heads, turf or paving is necessary to bring the system, turf or paving to the proper level of the permanent grades, the Contractor, as part of the work under this contract, shall make said adjustments without extra cost to the Owner.
 - b. Except as indicated, install irrigation mains with a minimum cover of 24" based on finish grades, unless otherwise noted. Install irrigation laterals with a minimum cover of 18" based on finish grades.
 - c. Excavate trenches and install piping and fill during the same working day. Do not leave open trenches or partially filled trenches open overnight.
 - d. Where it is necessary to cross existing sidewalks, pipe shall be installed by boring under the walkways. Proper boring equipment shall be used so that undermining of the walkways does not occur.
 - e. Pipe shall be installed strictly in accordance with the printed recommendations of the manufacturer, including bedding of pipe in the bottom of trench and securely thrusting of any main line fittings at changes in direction of the pipe.

- f. All main line piping shall be located outside the primary playing areas. All valve boxes shall be located no closer than 10 feet outside of the playing surfaces.
 - g. Where pipe is to be installed through walls, core drill wall of sufficient diameter to install pipe and conduit. Once pipe and conduit are installed, seal opening around pipe with non-shrinking grout. Openings shall be watertight.
 - h. Existing plant material and turf shall be protected during installation. If excavation is necessary in turf areas, remove and replace sod. Any existing planting material and turf damaged during the installation shall be repaired and or replaced at Contractor's expense.
- B. Plastic Pipe:
- 1. Pipelines shall be installed of the size shown on the drawings and/or specifications and of the materials and workmanship herein specified.
 - 2. All main line piping outside of buildings to be installed in trenches as per the provisions of Section 1.13.A. Lateral piping will be installed in trenches as above.
 - 3. Pipe shall be installed strictly in accordance with the printed recommendations of the manufacturer, including bedding of pipe in the bottom of trench.
- C. Fittings, Valves and Accessories:
- 1. Install fittings, valves and accessories in accordance with manufacturer's instructions, except as otherwise indicated.
 - 2. All control wiring shall be supplied and installed by the irrigation contractor. All wiring shall be performed in accordance with all applicable codes.
 - 3. Install valve access boxes on a suitable base of gravel to provide a level foundation at proper grade and to provide drainage of the access box. Gravel shall extend from the bottom of the valve to 3" below the bottom of the valve box. Valve boxes to be installed flush with finish grade, with one valve installed in each box only. Valve boxes shall be installed with a minimum 10' (min.) separation. Valve box locations to be located on "As Built" drawing with measurements from two permanent markers to each valve box.
 - 4. Seal all threaded connections with approved joint compound. Teflon tape shall not be used. Do not over tighten threaded connections.
- D. Sleeves:
- 1. All sleeves for installation of the irrigation system are to be installed by the general contractor. All wire shall be installed in separate sleeves.
- E. Testing:
- 1. The Contractor shall be responsible for all hydraulic pressure testing of main lines and lateral lines. The testing shall be on a continuous basis commencing when the first section of the installation is complete and available for testing and prior to the installation of the pipe insulation. Final testing of the whole system under full operating conditions to be done following complete installation of all main and lateral piping, valves and sprinklers.
 - 2. Prior to testing of the main line pipe, pipe shall be backfilled. Testing for all main line pipe and interior lateral pipe shall consist of a continuous application of water at a pressure of 100 PSI to the piping for a one hour period without visual evidence of leaks. If a leak is discovered within this period, the Contractor shall immediately repair the break and the system then retested for the period described above in this section. Testing of lateral lines located outside of building shall be done on a zone by zone operating basis with any leaks or breaks repaired when evidenced.

3.4 DISPOSAL OF WASTE MATERIAL

- A. Transport unsuitable excavated material, including rock, to designated disposal areas. Stockpile or spread as directed. Remove from site and legally dispose of trash and debris.

3.5 ACCEPTANCE

- A. Upon acceptance, the Owner will assume operation of the system.
- B. Prior to the final acceptance of the irrigation system, the Contractor shall submit to the Owner, three (3) copies of written operating and maintenance instructions. The manuals shall include an index sheet stating the Contractor's name, address, telephone number and person to contact, duration of warranty period and an equipment list providing the manufacturer' name, make and model number, the name and address of local manufacturer's representative, spare parts list in detail, and detailed operating and maintenance instructions for the major equipment. The manual also shall include a detailed description of the winter blowout and spring start-up procedures.

3.6 CLEANING

- A. Perform cleaning during installation of the work and upon completion of the work. Remove from site all excess materials, soil, debris, and equipment. Repair damage resulting from irrigation system installation.

END OF SECTION

SECTION 330500 – COMMON WORK RESULTS FOR UTILITIES

PART 1 – GENERAL

1.1 SUMMARY

- A. This section includes the installation of buried piping.

1.2 REFERENCES

- A. The following references shall be applicable: American Society of Testing and Materials (ASTM).
 1. American National Standards Institute (ANSI).
 2. American Water Works Association (AWWA).
 3. Uni-Bell Plastic Pipe Association.

1.3 SUBMITTALS

- A. Submit for approval a schedule for all proposed testing. Include proposed testing procedures indicating the sequence in which pipe sections will be tested and description of methods and equipment to be used.
- B. Field Test Reports: Submit results of field testing directly to Engineer with copy to Contractor.

1.4 STORAGE, AND HANDLING

- A. Deliver and store materials within the Contract limits as approved by Engineer.
- B. Handle materials carefully with approved handling devices in accordance with manufacturer's recommendations. Special care shall be exercised during delivery and storage to avoid damage to the materials.
- C. Do not drop or roll products off trucks. Products are not to be otherwise dragged, rolled, or skidded.
- D. Materials shall be stored on heavy wood blocking or platforms in accordance with the manufacturer's instructions and recommendations. Materials shall not be in contact with the ground and their interiors shall be maintained free from dirt and other foreign matter.
- E. Products cracked, gouged, chipped, dented, or otherwise damaged will not be approved and are to be removed and replaced at the Contractor's expense, unless the product can be repaired in a manner acceptable to the manufacturer and the Engineer. All repairs shall be at the Contractor's expense.

1.5 COORDINATION

- A. Contractor shall be responsible for coordinating site utility work with other trades to ensure building service connection locations are verified and coordinated prior to commencing site construction.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Conform to individual pipe specification(s).

- B. Pipe transition fittings: Shall be as indicated on the drawings. If not specifically indicated selection shall be based on pressure requirements of the system and types of materials being joined. Product selection shall be approved by the engineer.
- C. Grout:
 - 1. Description: ASTM C1107, Grade B, nonshrink and nonmetallic, dry hydraulic-cement grout.
 - a. Characteristics: Post hardening, volume adjusting, nonstaining, noncorrosive, nongaseous, and recommended for interior and exterior applications.
 - b. Design Mix: 5000 psi (34.5 MPa), 28-day compressive strength.
 - c. Packaging: Premixed and factory packaged.

PART 3 – EXECUTION

3.1 UTILITY DEMOLITION

- A. Disconnect, demolish, and remove piped utility systems, equipment, and components indicated to be removed.
 - 1. Piping to Be Removed: Remove portion of piping indicated to be removed and cap or plug remaining piping with same or compatible piping material.
 - 2. Piping to Be Abandoned in Place: Drain piping. Fill abandoned piping with flowable fill, and cap or plug piping with same or compatible piping material.
 - 3. Equipment to Be Removed: Disconnect and cap services and remove equipment.
 - 4. Equipment to Be Removed and Reinstalled: Disconnect and cap services and remove, clean, and store equipment; when appropriate, reinstall, reconnect, and make operational.
 - 5. Equipment to Be Removed and Salvaged: Disconnect and cap services and remove equipment and deliver to Owner.

3.2 BURIED PIPE INSTALLATION

- A. General:
 - 1. Installation of all pipe, fittings, valves, specials, and appurtenances shall be subject to the review and/or approval of the Engineer.
 - 2. Install piping valves and fittings as shown, specified and as recommended by the manufacturer and in conformance with referenced standards, and approved Shop Drawings.
 - 3. Request instructions from Engineer before proceeding if there is a conflict between the manufacturer's recommendations and the Drawings or Specifications.
 - 4. All piping and appurtenances shall be inspected by the Engineer prior to installation. Engineer's inspection will not relieve Contractor or manufacturer from responsibility for damaged products.
 - 5. Present all conflicts between piping systems and equipment, structures or facilities to Engineer for determination of corrective measures before proceeding.
 - 6. Take field measurements prior to installation to ensure proper fitting of Work. Uncover the existing pipelines sufficiently in advance of the proposed Work in order that the type and location of the existing pipes and joints and other information required to fabricate the proposed piping can be determined. Obtain whatever information is required to complete the connections of the proposed pipelines to the existing pipelines.
 - 7. Carefully examine all piping for cracks, damage, or other defects before installation. Immediately remove defective materials from the site, unless the defective materials can be repaired in a manner acceptable to the manufacturer and Engineer. Remove, replace, or repair at the Contractor's expense piping found to be broken or defective.

8. Inspect interior of all piping and mating surfaces and remove all dirt, gravel, sand, debris, or other foreign material before installation. Maintain the interior of all piping clean until acceptance of the completed Work. Prevent foreign matter from entering joint space.
9. Install buried piping accurately to line and grade shown, specified or directed, unless otherwise approved by the Engineer. Use accurate means of determining and checking the alignment and grade subject to the approval of the Engineer. Remove and relay piping that is incorrectly installed at Contractor's expense.
10. Do not lay piping in water, unless approved by the Engineer. Ensure that the water level in the trench is at least 6 inches below the bottom of piping. Maintain a dry trench until jointing and backfilling are complete, unless otherwise specified in these Specifications or approved by the Engineer.
11. Pipe laying work shall be conducted so that trenching operations are not advanced too far ahead of the pipe laying operation resulting in excessive lengths of open trench. In general, open trench ahead of pipe laying shall not exceed 50 feet.
12. Start laying piping at lowest point and proceed toward the higher elevations, unless otherwise approved by the Engineer. Slope piping uniformly between elevations shown on the Drawings or as otherwise provided by the Engineer.
13. Where pipe crossings occur, the lower pipe shall be laid first and all backfill thoroughly compacted to the level of the higher pipe before the higher pipe is installed. Backfill material under such conditions may be earth, broken stone, or 2500 psi concrete.
14. Install piping so that the barrel of the piping and not the joints receives the bearing pressure from the trench bottom, or other bedding condition.
15. No piping shall be brought into position until the preceding length, valve, fitting, or special has been bedded and secured in place.
16. Whenever pipe laying is not actively in progress, the open ends of the piping shall be closed by a temporary plug or cap to prevent soil, water and other foreign matter from entering the piping.
17. Where required for inserting valves, fittings, special appurtenances, and closures, shall be made with a machine specially designed for cutting piping and in accordance with the manufacturer's instructions for field cutting of pipe. Make cuts carefully, without damage to piping, so as to leave a smooth end at right angles to the axis of the piping. Taper cut ends and file off sharp edges until smooth. Flame cutting will not be permitted. Replace and repair damaged piping.
18. Blocking under piping will not be permitted unless specifically approved by Engineer for special conditions.
19. Touch up protective and linings and coatings prior to installation.
20. Rotate piping to place outlets in proper position.

B. Bedding and Backfilling:

1. Bedded and installed piping in conformance with Section "Trenching and Backfilling" and as shown except as otherwise specified.
2. No piping shall be laid until Engineer approves the bedding condition.
3. Excavation in excess of that required as shown on the Drawings or specified, which is not authorized by the Engineer, shall be at the Contractor's expense. Backfilling and compaction of the over-excavated areas shall be at the Contractor's expense.
4. Carefully and thoroughly compact all pipe bedding and fill up to the pipe centerline with hand-held pneumatic compactors.

C. Transitions From One Type of Pipe to Another:

1. Provide all necessary adapters, specials, and connection pieces required when connecting different types and sizes of pipe or connecting pipe made by different manufacturers.

- D. Work Affecting Existing Piping:
 - 1. Location of Existing Piping:
 - a. Locations of existing piping shown shall be considered approximate. Contractor shall perform all necessary subsurface investigation to verify actual locations in the field.
 - b. Determine exact location of existing piping to make connections, relocate, replace or which may be disturbed during earth moving operations, or which may be affected by work in any way.
 - c. Coordinate all excavations with utility companies, Owner and Engineer.
 - 2. Taking Existing Pipelines Out of Service:
 - a. Do not take pipelines out of service unless specifically approved by Engineer.
 - b. Notify Engineer at least 48 hours prior to taking any pipeline out of service.

3.3 SPECIFIC PIPE INSTALLATION

- A. High Density Polyethylene Gravity Piping (HDPE):
 - 1. Install in accordance with the pipe manufacturer's specifications.
 - 2. Completely clean all jointing surfaces and adjacent areas prior to making joints.
 - 3. Field cut pipe for shorter than standard pipe lengths. Cut ends square and perpendicular to the pipe axis. Remove and smoothly bevel ends.
 - 4. Assemble all joints in accordance with recommendations of the manufacturer. If a lubricant is required to facilitate assembly, it shall not have a detrimental effect on the gasket or on the pipe when subjected to prolonged exposure.

3.4 FIELD QUALITY CONTROL

- A. Required Tests for Storm Sewers:
 - 1. Perform the following tests after the storm drainage pipe has been installed and prior to final acceptance:
 - a. Alignment Test for all pipe.
 - 2. Based upon visual observations, the Engineer may order additional testing including the following:
 - a. Television Inspection, if required by the Engineer.
 - b. Deflection Test, if required by the Engineer.
 - c. Water-tight field test ASTM F1417 if required by the Engineer.
 - 3. Perform tests prior to placement of pavement, or other construction which may, in the opinion of the Engineer, be detrimentally affected by excavation required for repairs.
 - 4. Submit details prior to making tests of proposed testing procedures with a description of methods and equipment to the Engineer for approval.
 - 5. Alignment Test:
 - a. All storm drainage pipe will be subject to a visual inspection in order to identify proper alignment, grade, and excessive deflection.
 - b. The Engineer may choose to perform an alignment test using the hand-lamp method, in which case the full diameter of the pipe shall be visible when viewed between consecutive structures.
 - 6. Television Inspection:
 - a. The Engineer will notify the Contractor in writing which completed sewers shall be inspected by closed-circuit television.

- b. The Contractor shall commence the television inspection within 15 days of the Engineer's written notification. The Contractor shall notify the Engineer at least 5 days prior to commencement of television inspection.
 - c. No television inspection shall be performed without the Engineer or his representative present to witness the inspection.
 - d. The Contractor shall provide the Engineer with 3 copies of a report of the televising inspection of each section of completed sewer inspected. Show the exact location and extent of all cracks, loose joints, holes, vertical and horizontal, misalignment, faulty service connections, caved-in pipe, points of infiltration, obstructions, debris and all else detrimental to the proper functioning and service of the completed sewer. The Contractor shall provide the actual television inspection video with the report showing all the above conditions found, at all wyes, tees and laterals and as directed by the Engineer.
 - e. The Engineer will review the report and will instruct the Contractor, to repair any conditions which, in the opinion of the Engineer, are detrimental to the proper function and service of the storm pipe.
7. Deflection Test:
- a. The Engineer will notify the Contractor in writing which completed sewers shall be tested by the deflection method.
 - b. The Contractor shall commence the deflection test within 15 days of the Engineer's written notification. The Contractor shall notify the Engineer at least 5 days prior to commencement of television inspection.
 - c. No Deflection testing shall be performed without the Engineer or his representative present to witness the test.
 - d. The deflection test shall be performed on flexible drainage pipe with a "go/no-go" mandrel with a diameter equal to 95 percent of the inside diameter of the pipe being tested.
 - e. The maximum pipe deflection shall be 5 percent.
 - f. The Engineer will review the Deflection Test results and will instruct the Contractor, to repair any conditions which, in the opinion of the Engineer, are detrimental to the proper function and service of the storm pipe.
8. Visual Inspection: Prior to final acceptance, a visual inspection of all appurtenance structures (i.e., manholes, chambers, etc.) will be required. Repair visual leaks, regardless of their magnitude.

END OF SECTION

SECTION 334100.20 – HIGH DENSITY POLYETHYLENE STORM UTILITY DRAINAGE PIPING

PART 1 – GENERAL

1.1 SUMMARY

- A. This Section includes the installation of polyethylene piping systems as shown on the Drawings and as specified herein.
- B. All piping, fittings, and appurtenances shall be new, clean, and in accordance with material specifications. In no instance shall second- hand or damaged materials be acceptable.

1.2 QUALITY ASSURANCE

- A. Reference Standards:
 - 1. The latest edition of the following standards, as referenced herein, shall be applicable:
 - a. South Carolina DOT Specifications.
 - b. Standard Specifications for Highway Materials and Methods of Sampling and Testing, American Association of State Highway and Transportation Officials (AASHTO).
 - c. American Society of Testing and Materials (ASTM).

1.3 SUBMITTALS

- A. Product Data:
 - 1. Submit manufacturer’s catalog cuts, specifications, and installation instructions for both pipe and coupling system.
 - 2. Submit manufacturer’s certification that product was manufactured, tested, and supplied in accordance with the standards specified herein.

1.4 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Delivery and Storage:
 - 1. Pipe, fittings, specials, appurtenances, and accessories shall be delivered to and stored within the Contractor’s work limits as shown on the Drawings.
 - 2. Special care shall be exercised during delivery and storage to avoid damage to the products.
 - 3. Products shall be stored so as to avoid unnecessary handling and in locations where they will not interfere with the Owner’s operations or public travel.
- B. Handling:
 - 1. Pipe, fittings, special appurtenances, and accessories shall be handled carefully with approved handling devices in strict conformance with the manufacturer’s recommendations.
 - 2. Products shall not be dropped nor shall products be otherwise dragged, rolled, or skidded.
- C. Products cracked, gouged, chipped, dented, or otherwise damaged will not be approved and shall be removed and replaced at the Contractor’s expense, unless the product can be repaired in a manner acceptable to the manufacturer and Engineer. All repairs shall be at the Contractor’s expense.

PART 2 – PRODUCTS

2.1 MATERIALS

A. HDPE Soil Tight Pipe:

1. Pipe shall be ADS N-12 ST IB (per AASHTO) smooth interior with annular exterior corrugations and a Manning’s “n” value of 0.012 high-density polyethylene pipe (HDPE) as manufactured by Advanced Drainage Systems (ADS) or approved equal. Pipe shall have an integral soil tight gasketed bell and spigot.
 - a. 4 inches through 11 inches conforming to AASHTO M252 Type S.
 - b. 12 inches through 60 inches conforming to AASHTO M294 Type S or ASTM F2306.
2. Pipe shall be joined using a bell and spigot joint meeting AASHTO M252 and M294. The joint shall be soil-tight and gasketed and shall meet the requirements of ASTM F477. Gaskets shall be installed by the pipe manufacturer and covered with a removable wrap to ensure the gasket is free from debris. A joint lubricant supplied by the manufacturer shall be used on the gasket and bell during assembly.
3. Fittings shall conform to ASTM F2306. Bell and spigot connections shall utilize a spun-on or welded bell and valley or saddle gasket meeting the soil-tight joint performance requirements of ASTM F2306.

B. HDPE Water Tight Pipe:

1. Pipe shall be ADS N-12 WT IB (per AASHTO) smooth interior with annular exterior corrugations and a Manning’s “n” value of 0.012 high-density polyethylene pipe (HDPE) as manufactured by Advanced Drainage Systems (ADS) or approved equal. Pipe shall have an integral water tight gasketed bell and spigot or approved equal.
 - a. 4 inches through 11 inches conforming to AASHTO M252 Type S.
 - b. 12 inches through 60 inches conforming to AASHTO M294 Type S or ASTM F2306.
2. 4 inches through 60 inches (100 to 1500 mm) shall be watertight according to the requirements of ASTM D3212. Gaskets shall be made of polyisoprene meeting the requirements of ASTM F477. Gaskets shall be installed by the pipe manufacturer and covered with a removable, protective wrap to ensure the gasket is free from debris. A joint lubricant available from the manufacturer shall be used on the gasket and bell during assembly 12- through 60-inch (300 to 1500 mm) diameters shall have a reinforced bell with a bell tolerance device. The bell tolerance device shall be installed by the manufacturer.
3. Fittings shall conform to ASTM F2306. Bell and spigot connections shall utilize a spun-on or welded bell and valley or saddle gasket meeting the water-tight joint performance requirements of ASTM F2306.

C. Flared End Section:

1. Flared end sections shall be 1210 NP or 1810 NP HDPE end sections as manufactured by ADS or equal.
2. End sections shall be fastened to the last corrugation of the pipe length using a high strength nylon cable tie supplied by the manufacturer through pre-drilled holes at the top of the end section collar.

PART 3 – EXECUTION

3.1 INSPECTION

- A. Inspect all pipe and fittings prior to laying in the trench. Remove defective pipe and fittings from the site.
- B. Do not backfill until inspection by the Engineer, unless otherwise approved by the Engineer.

3.2 INSTALLATION AND TESTING

- A. Trenching, backfilling and compaction shall conform to Section "Trenching and Backfilling."
- B. Pipe installation and testing shall conform to Section "Common Work Results for Utilities."

END OF SECTION