

CONTRACT DOCUMENTS & TECHNICAL SPECIFICATIONS

FOR



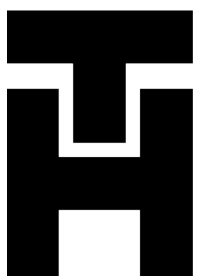
Mass Grading (Soil Stockpile Relocation) at the I-26 Industrial Park

PREPARED FOR

CALHOUN COUNTY, SOUTH CAROLINA

JANUARY 2020

J - 26319.0001



Prepared by:

THOMAS & HUTTON

www.thomasandhutton.com

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DOCUMENT 00 11 16**INVITATION TO BID****Legal Notice**

1. Sealed bids for the construction of the Mass Grading (Soil Stockpile Relocation) at the I-26 Industrial Park, will be received by Thomas & Hutton in the Calhoun County Administration Conference Room located at 102 Courthouse Drive, Suite 108, St Matthews, South Carolina 29135 until **3:00 PM local time on February 26, 2020** at which time they will be publicly opened.
2. The project consists of the following generally described work:

Clearing and grubbing, and mass grading in order to spread an existing stockpile across the 16.0-acre site located at Sirens Lane in Calhoun County, South Carolina.
3. Plans and Specifications are open to inspection or may be obtained from Thomas & Hutton Engineering Co., 1501 Main Street, Suite 760, Columbia, SC 29201 upon payment of \$150.00 (plus shipping charges as applicable). The payment is non-refundable.
4. Bids shall be accompanied by a bid bond or certified cashier's check in an amount not less than 10% of the base bid. All bonds shall be by a surety company licensed in South Carolina with an "A" minimum rating of performance and a financial strength of at least five times the contract price as listed in the most current publication of "Best's Key Rating Guide Property Liability." Performance and Payment Bonds, each in an amount equal to 100% of the contract price shall be required of the successful bidder if contract is awarded. Each Bond shall be accompanied by a "Power of Attorney" authorizing the attorney-in-fact to bind the surety and certified to include the date of the bond.
5. Owner reserves the right to reject any or all Bids, including without limitation, the rights to reject any or all nonconforming, nonresponsive, unbalanced or conditional Bids and to reject the Bid of any Bidder if Owner believes it would not be in the best interest of the Project to make an award to Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the Owner.
6. No bid will be considered unless the bidder is legally qualified under the provisions of the South Carolina Contractor's Licensing Law (South Carolina Code of Laws as amended on April 1, 1999, Chapter 11, Sections 40-11-10 through 40-11-428).
7. A mandatory Pre-Bid Conference will be held on February 7, 2020 at 10:00 AM at the offices of Thomas & Hutton located at 1501 Main Street; Suite 760, Columbia, SC 29201.
8. Deadline for questions is February 20, 2020 at 5:00 PM. All questions pertaining to this solicitation shall be directed to Ross Oakley, P.E., by email at oakley.r@tandh.com.

END OF INVITATION TO BID

DOCUMENT 00 21 13**INSTRUCTIONS TO BIDDERS**

INTENTION: It is intended the Instructions to Bidders, General Conditions, Supplementary Conditions, Technical Specifications and Construction Drawings shall cover the complete work to which they relate.

ARTICLE 1 **DEFINED TERMS:** In addition to the terms defined in the General Conditions, (EJCDC C-700) (2007), additional terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof.

- 1.1. **Bidder** - One who submits a Bid directly to Owner as distinct from a sub-bidder, who submits a bid to a Bidder.
- 1.2. **Successful Bidder** - The lowest, responsible, and responsive Bidder to whom Owner (based on Owner's evaluation as hereinafter provided) makes an award.
- 1.3. **Bid** - A complete and properly signed offer to execute work for the prices stipulated in Bid Form and submitted in accordance with the Bidding Documents.
- 1.4. **Addenda** - Graphic or written documents issued by Engineer prior to the opening of Bids issued to clarify, revise, add to, or delete information in the original bidding documents or in previous addenda.

ARTICLE 2 **BID FORM:** All Bids must be made upon the Bid Forms hereto annexed and shall state the amount bid for each item shown, and all bids must be for materials and work called for in the specifications. **Deposits for plans and specifications are not refundable.**

- 2.1 The Bid Form is included with the Bidding Documents; additional copies may be obtained from Engineer.
- 2.2 All blanks on the Bid Form must be completed by printing in black ink or by typewriter.
- 2.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.
- 2.4 All names must be typed or printed in black ink below the signature.
- 2.5 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form.)

- 2.6 The address and telephone number for communications regarding the Bid must be shown.

ARTICLE 3 QUALIFICATIONS OF BIDDERS:

- 3.1 To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five days after Bid opening upon Owner's request detailed written evidence such as financial data, previous experience, present commitments, and other such data as may be necessary to assist Owner in determining Contractor's qualifications.
- 3.2 Each Bid must contain evidence of Contractor's authority to conduct business in the state where the Work is to be performed. State Contractor license number, if applicable, must also be shown on the Bid Form.

ARTICLE 4 COPIES OF BIDDING DOCUMENTS:

- 4.1 Complete sets of Bidding Documents must be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 4.2 Owner and Engineer in making copies of Bidding Documents available for a non-refundable deposit do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

ARTICLE 5 EXAMINATION OF BIDDING DOCUMENTS, OTHER DATA, AND SITE:

- 5.1 It is the responsibility of each Bidder before submitting a bid:
- 5.1.1 To examine and study thoroughly the Bidding Documents and other related data identified in the Bidding Documents;
- 5.1.2 To visit the work site to ascertain by inspection pertinent local conditions such as location, character and accessibility of the site including existing surface and subsurface conditions in the work area; availability of facilities, location and character of existing work within or adjacent thereto, labor conditions, etc.
- 5.1.3 To become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, or performance of the Work;
- 5.1.4 To obtain and carefully study (or assume responsibility for doing so) all addition or supplementary examination investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, an Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance or the Work or which relate any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including any specific means, methods, techniques, sequences, and procedures of construction expressly

- required of the bidding documents, and safety precautions and programs incident thereto;
- 5.1.5 To study and carefully correlate Bidder's knowledge and observations with the Bidding Documents and such other related data; and
 - 5.1.6 To promptly notify Engineer of all conflicts, errors, ambiguities or discrepancies which Bidder has discovered in or between the Bidding Documents and such other related documents;
 - 5.1.7 to agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times and in accordance with the other terms and conditions of the Bidding Documents;
 - 5.1.8 To become aware of the general nature of the work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents;
 - 5.1.9 To determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.
- 5.2 The Owner shall make available to all prospective bidders, previous to receipt of bids, information that it may have as to sub-soil conditions and surface topography at the work site. Such information shall be given as the best factual information available without being considered as a representation of the Owner.
- 5.3 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 5, that without exception, the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by ENGINEER are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

ARTICLE 6 PRE-BID CONFERENCE: A mandatory Pre-Bid Conference will be held on February 7, 2020 at 10:00 AM at the offices of Thomas & Hutton located at 1501 Main Street; Suite 760, Columbia, SC 29201. Representatives of OWNER and ENGINEER will be present to discuss the Project. Bidders are [required][encouraged] to attend and participate in the conference. ENGINEER will transmit to all prospective Bidders of record such Addenda as ENGINEER considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

ARTICLE 7 INTERPRETATIONS AND ADDENDA:

- 7.1 All questions about the meaning or intent of the Bidding Documents are to be directed to Engineer. The person submitting the request shall do so in writing and be responsible for its prompt delivery. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. The Deadline for submitting questions is February 3, 2020 at 5:00 PM. Questions received after this may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 7.2 Addenda may also be issued to modify the Bidding Documents as deemed advisable by Owner or Engineer.

ARTICLE 8 BID SECURITY:

- 8.1 Each Bid must be accompanied by Bid security made payable to Owner in an amount of ten percent of Bidder's maximum Bid price and in the form of a certified or bank check or a Bid Bond (on form attached, if a form is prescribed) issued by a surety company licensed in **South Carolina** with an "A" minimum rating of performance and a financial strength of at least five times the contract price as listed in the most current publication of "Best's Key Rating Guide Property Liability."
- 8.2 The Bid security of Successful Bidder will be retained until such Bidder has executed the Agreement, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required contract security within fifteen days after the Notice of Award, Owner may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders Whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of the seventh day after the Effective Date of the Agreement or the sixty-first day after the Bid opening, whereupon Bid security furnished by such bidders will be returned. Bid security with Bids that are not competitive will be returned within seven days after the Bid opening.

ARTICLE 9 CONTRACT COMPLETION TIME: The number of days within which, or by which the Work is to be (a) Substantially Completed and (b) also completed and ready for final payment are set forth in the Agreement. Provisions for liquidated damages, if any, are set forth in the Agreement.

ARTICLE 10 SUBSTITUTE AND "OR-EQUAL" ITEMS:

- 10.1 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, or those substitutes or "or-equal" materials and equipment approved by ENGINEER and identified by Addendum. The materials and equipment described in the

Bidding Documents establish a standard of required type, function and quality to be met by any proposed substitute or "or equal" item. No item of material or equipment will be considered by ENGINEER as a substitute or "or equal" unless written request for approval has been submitted by Bidder and has been received by ENGINEER at least 15-days prior to the date for receipt of Bids. Each such request shall conform to requirements of paragraph 6.05 of the General Conditions. The burden of proof of the merit of the proposed item is upon Bidder. ENGINEER's decision of approval or disapproval of a proposed item will be final. If ENGINEER approves any proposed item, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner.

ARTICLE 11 SUBCONTRACTORS, SUPPLIERS, AND OTHERS:

- 11.1 Each bid must be accompanied by a list of Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity. If OWNER or ENGINEER, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, OWNER or ENGINEER may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute, without an increase in the Bid.
- 11.2 If apparent Successful Bidder declines to make any such substitution, OWNER may award the Contact to the next lowest Bidder proposing to use acceptable Subcontractors, Suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which OWNER or ENGINEER makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to OWNER and ENGINEER subject to revocation of such acceptance after the Effective Date of the Agreement as provided in paragraph 6.06 of the General Conditions.
- 11.3 CONTRACTOR shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom CONTRACTOR has reasonable objection.

ARTICLE 12 SUBMITTAL OF BIDS: Bids shall be submitted at the time and place indicated in the Invitation to Bid and shall be enclosed in a sealed opaque envelope, marked with the project title, and name and address of Bidder, and accompanied by the Bid security and other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it. Contractor license number(s) shall be written on the face of the bid envelope.

Each Bidder is responsible for seeing their Bid is received by the Owner not later than the advertised time set for the opening of Bids.

ARTICLE 13 MODIFICATION AND WITHDRAWAL OF BIDS:

- 13.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of bids.
- 13.2 If, within twenty-four hours after Bids are opened, any Bidder files a duly signed, written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner there was a material and substantial mistake in the preparation of its Bid, Bidder may withdraw its Bid and the Bid security will be returned. Thereafter, Bidder will be disqualified from further bidding on the Work to be provided.

ARTICLE 14 OPENING OF BIDS: Bids will be opened and (unless obviously non-responsive) will be considered. An abstract of the amount of the base Bids and major alternates (if any) will be made available to Bidders after the opening of Bids.

ARTICLE 15 ACCEPTANCE OF BIDS: Bids may not be withdrawn (except as noted in Paragraph 13) after the time set for the opening of Bids. Bids will remain subject to acceptance for 60-days after the day of the Bid opening, but the Owner may, in its sole discretion, release any Bid and return the Bid security prior to expiration of the acceptance period.

ARTICLE 16 AWARD OF CONTRACT:

- 16.1 Owner reserves the right to reject any or all Bids, including without limitation, the rights to reject any or all nonconforming, nonresponsive, unbalanced or conditional Bids and to reject the Bid of any Bidder if Owner believes it would not be in the best interest of the Project to make an award to a Bidder, whether because the Bid is not responsive, or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the Owner.
- 16.2 Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.
- 16.3 In evaluating Bids, Owner will consider the qualification of Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

The Owner will also consider whether the Bidder involved:

- a) Maintains a permanent place of business;

- b) Has adequate plant and equipment to do the work properly and expeditiously;
 - c) Has suitable financial status to meet obligations incidental to the work;
 - d) Has appropriate technical experience.
- 16.4. Owner may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions. Owner also may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.
- 16.5. Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.
- 16.6. If the contract is to be awarded, it will be awarded to the Bidder whose evaluation by Owner indicates the award will be in the best interest of the Project.
- 16.7. If the contract is to be awarded, Owner will give Successful Bidder a Notice of Award within 60 days after the day of the Bid opening.

ARTICLE 17 MODIFICATIONS OF QUANTITIES: If the lowest bona fide Bid exceeds the money available for the Work, the Owner reserves the right to delete enough of the Work to bring the cost within the available funds. The Owner also reserves the right to delete whichever items or portions of items considered to be in the best interest of the Owner.

ARTICLE 18 CONTRACT SECURITY: The General Conditions and Supplementary Conditions set forth Owner's requirements as to performance and payment bonds. When the Successful Bidder delivers the executed Agreement to the Owner, it must be accompanied by the required performance and payment bonds.

ARTICLE 19 SIGNING THE AGREEMENT: When the Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within 15 days thereafter, Contractor shall sign and deliver the required counterparts of the Agreement and attached documents to Owner with the required Bonds. Within 10 days thereafter, Owner shall deliver one fully signed counterpart to Contractor.

ARTICLE 20 LAWS AND REGULATIONS: The Contractor shall comply with local, District, County, State, and Federal laws applicable to the work.

The Contractor shall comply with the Department of Labor Safety and Health Regulations for Construction promulgated under the Occupational Safety and

Health Act of 1970 as amended through January 1, 2004 (PL 91-596) and under Section 107 of the Contract Work and Safety Standards Act (PL) 91-54). The regulations are administered by the Department of Labor and the Contractor shall allow access to the project to personnel from this Department.

ARTICLE 21 CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE: Contractor shall not commence work under this contract until obtaining all the insurance required by the Supplementary Conditions.

ARTICLE 22 TERMINATION OF CONTRACT: If the Owner is made to stop construction of the work because of an order from a Court or State Department, the contract shall be terminated. Payment will be made for work completed and a proration of the work underway, materials stored, and for the overhead and profit of the completed work and work underway. Payment will not be made for anticipated profit and overhead on work not completed or underway.

DOCUMENT 00 41 43**BID FORM – UNIT PRICE**

PROJECT IDENTIFICATION: Mass Grading (Soil Stockpile Relocation) at the
I-26 Industrial Pak

CONTRACT IDENTIFICATION AND NUMBER: Project No. 26319.0001

THIS BID IS SUBMITTED TO: Calhoun County

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for sixty (60) calendar days after the day of Bid opening, or for such longer period of time BIDDER may agree to in writing upon request of OWNER.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
 - a. BIDDER has examined and carefully studied the Plans and Specifications for the work and contractual documents relative thereto, and has read all Technical Provisions, Supplementary Conditions, and General Conditions, furnished prior to the opening of Bids and can fulfill the requirements of the work to be performed.
 - b. BIDDER further acknowledges hereby receipt of the following Addenda:

ADDENDUM NO.	DATE

- c. BIDDER has visited the site and become familiar with and is satisfied as to the general, local and site conditions possibly affecting cost, progress, performance and furnishing of the Work;
- d. BIDDER is familiar with and is satisfied as to all federal, state, and local Laws and Regulations possibly affecting cost, progress, performance and furnishing of the

Work.

- e. BIDDER has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structure at or contiguous to the site (except underground Facilities) have been identified in the Supplementary Conditions. BIDDER acknowledges such reports and drawings are not Contract Documents and may not be complete for BIDDER's purposes. BIDDER acknowledges OWNER and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the site. BIDDER has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost progress, performance or furnishing of the work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by BIDDER and safety precautions and programs incident thereto. BIDDER does not consider any additional examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price and other terms and conditions of the Bidding Documents.
 - f. BIDDER is aware of the general nature of Work to be performed by Owner and others at the site relating to Work for which this Bid is submitted as indicated in the Bidding Documents.
 - g. BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the site, reports and drawings identified in the Bidding Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
 - h. BIDDER has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies BIDDER has discovered in the Bidding Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
 - i. This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.
4. BIDDER will complete the Work in accordance with the Contract Documents for the following price(s):

BID PROPOSAL

<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total</u>
1	16	AC	Clearing & Grubbing		
2	1	EA	Construction Entrance		
3	1,400	LF	Silt Fence		
4	650	LF	Double-Row Silt Fence		
5	1	LS	Earthwork (On-site Cut/Fill/Relocation of Stockpile)		
6	1	EA	Sediment Basin		
7	1	EA	Skimmer with Filter Berm		
8	1	EA	Emergency Spillway		
9	400	LF	Porous Baffles		
10	4	EA	Stone Check Dams		
11	180	SY	Rip-Rap with Filter Fabric		
12	8,500	SY	Erosion Control Matting		
13	16	AC	Grassing (Temporary & Permanent)		
14	1	EA	Silt Fence Rock Outlet		
<u>Total Project:</u>					

TOTAL BID FOR ALL ESTIMATED PRICES _____
(Use words)

_____ (\$ _____)
(Figures)

Unit Prices have been computed in accordance with paragraph 11.03.C of the General Conditions.
 BIDDER acknowledges estimated quantities are not guaranteed and are solely for the purpose

of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities determined as provided, determined as provided in the Contract Documents.

- 5. BIDDER agrees the Work will be substantially complete and complete and ready for final payment in accordance with paragraph 14.07 of the General Conditions within seventy-five (75) calendar days after the date when the Contract Times commence to run.
- 6. BIDDER accepts provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within times specified in the Agreement.
- 7. The undersigned further agrees in case of failure on his/her part to execute the said contract and the Bond within 15 consecutive calendar days after written notice being given of the award of the contract, the check or bid bond accompanying this bid, and the monies payable thereon shall be paid into the funds of the Owner as liquidated damages for such failure, otherwise, the check or bid bond accompanying this proposal shall be returned to the undersigned.
- 8. Communications concerning this Bid shall be addressed to:

Thomas & Hutton
 Ross Oakley, P.E.
 1501 Main Street, Suite 760
 Columbia, SC 29201
 (803) 451-6786
oakley.r@tandh.com

- 9. Terms used in this Bid which are defined in the General Conditions or Instructions will have the meanings indicated in the General Conditions of Instructions.

SUBMITTED on _____, 20__.

CONTRACTOR'S NAME

ADDRESS:

BY: _____

State Contractor License No. _____

State Bidder License No. _____

State Utility Contractor License No. _____

DOCUMENT 00 43 13
BID SECURITY FORM

BIDDER (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

BID

BID DUE DATE: _____

PROJECT (Brief Description Including Location): Mass Grading (Soil Stockpile Relocation) at the I-26 Industrial Park, Calhoun County, SC

BOND

BOND NUMBER: _____ DATE: _____
(Not later than Bid Due Date)

PENAL SUM: _____
(10% of Bid Sum)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

SURETY

Bidder's Name and Corporate Seal (Seal) _____
Surety's Name and Corporate Seal (Seal)

By: _____
Signature and Title

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title

Attest: _____
Signature and Title

Note: (1) Above addresses are to be used for giving required notice.
(2) Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

PENAL SUM FORM

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Document, or
 - 3.2 All bids are rejected by Owner, or
 - 3.3 Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof.)
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of and any and all defenses based on arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the time for issuing notice of award including extensions shall not in the aggregate exceed 120-days from Bid Due Date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30-calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety, and in no case later than one year after Bid Due Date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "bid" as used herein includes a bid, offer or proposal as applicable.

SECTION 00 51 00

NOTICE OF AWARD

Dated _____

TO: _____
(Bidder)

ADDRESS: _____

JOB NO.: 26319.0001

PROJECT: Mass Grading (Soil Stockpile Relocation) at the I-26 Industrial Park, Calhoun County, SC

CONTRACT FOR: Clearing and grubbing, and mass grading in order to spread an existing stockpile across the 16.0-acre site located at Sirens Lane in Calhoun County, South Carolina.

You are notified your Bid dated _____, 20____, for the above Contract has been considered. You are the apparent successful bidder and have been awarded a contract for:

(Indicate total Work, alternates or sections of Work awarded)

The Contract Price of your contract is _____ Dollars (\$_____).

_____ copies of each of the proposed Contract Documents (except drawings) accompany this Notice of Award.

_____ sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within 14-days of this Notice of

Award, which is by _____, 20_____.

1. You must deliver to the OWNER ____ fully executed counterparts of the Agreement including all the Contract Documents. Each of the Contract Documents must bear your signature on the page (pages ____.)
2. You must deliver with the executed Agreement the Contract Security (Bonds) as specified in the Instructions to Bidders (Article 8), General Conditions (paragraph 5.01) and Supplementary Conditions.
3. (List other conditions precedent)

Failure to comply with these conditions within the time specified will entitle OWNER to consider your bid in default, to annul this Notice of Award and to declare your Bid Security forfeited.

Within ten days after you comply with the above conditions, OWNER will return to you one fully signed counterpart of the Agreement with the Contract Documents attached.

OWNER

By: _____

(Title)

ACCEPTANCE OF AWARD

(Contractor)

By: _____
(Authorized Signature)

(Title)

(Date)

DOCUMENT 00 52 43**AGREEMENT FORM – UNIT PRICE**

THIS AGREEMENT is dated as of the _____ day of _____ in the year 20__ by and between _____ (hereinafter called OWNER) and _____ (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Clearing and grubbing, and mass grading in order to spread an existing stockpile across the 16.0-acre site located at Sirens Lane in Calhoun County, South Carolina.

ARTICLE 2 ENGINEER

The Project has been designed by Thomas & Hutton Engineering Co. who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 3 CONTRACT TIMES

All time limits for Substantial Completion and completion and readiness for final payment as stated in the Contract Documents are of essence to the Contract.

The Work will be substantially complete within 75 calendar days after the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within 105 calendar days after the date when the Contract Times commence to run. Included in the contract times are 14-days for rain delay. Time delays due to rain in excess of the above days shall be reported by the Contractor to the Engineer in writing, within 30 days of each event.

- 3.1 *Liquidated Damages.* OWNER and CONTRACTOR recognize time is of the essence for this Agreement and OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree to liquidated damages for delay (but not as a penalty) the CONTRACTOR shall pay OWNER five hundred dollars (\$500.00) for each day expiring after the time specified in paragraph 3.1 until the Work is complete and ready for final payment.

progress payments prior to Substantial Completion will be in an amount equal to 100% of the Work completed.

90% of Cost of the Work (with the balance being retainage) applicable to materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in paragraph 14.02.A.1 of the General Conditions).

5.1.1.2 Upon Substantial Completion, in an amount sufficient to increase the total payments to CONTRACTOR to **95%** of the Cost of the Work, (with the balance being retainage), less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions.

5.2 *Final Payment.* Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

ARTICLE 6 INTEREST

All moneys not paid within thirty (30) days of the due date as provided in Article 14 of the General Conditions, shall bear interest at the rate of 6 percent annually or the minimum required by law at the place of the Project, whichever is greater.

ARTICLE 7 CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- 7.1 CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda indicated in Article 8 hereinafter) and the other related data identified in the Bidding Documents.
- 7.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions possibly affecting cost, progress, performance or furnishing of the Work.
- 7.3 CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations possibly affecting cost, progress, performance and furnishing of the Work.
- 7.4 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in the General Conditions. CONTRACTOR acknowledges such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract

Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

- 7.5 CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site relating to the Work as indicated in the Contract Documents.
- 7.6 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- 7.7 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 8 CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 8.1 Invitation to Bid
- 8.2 Instructions to Bidders
- 8.3 Bid Form
- 8.4 Bid Security
- 8.5 Notice of Award
- 8.6 Standard Form of Agreement Between Owner and Contractor
- 8.7 Notice to Proceed
- 8.8 Performance Bond
- 8.9 Payment Bond

- 8.10 Standard General Conditions
- 8.11 Supplementary Conditions
- 8.12 Summary of Work
- 8.13 Unit Prices
- 8.14 Submittal Procedures
- 8.15 Quality Control
- 8.16 Testing and Inspection Services
- 8.17 Traffic Control
- 8.18 Closeout Procedures
- 8.19 Bonds
- 8.20 Warranties
- 8.21 Subsurface Investigation
- 8.22 Technical Specifications, as listed in the Table of Contents.
- 8.23 Drawings with each sheet bearing the following general title: Mass Grading (Soil Stockpile Relocation) at the I-26 Industrial Park, Calhoun County, SC, as listed below:

Sheet	Description	Job No.
CO.1	COVER SHEET	26319.0001
GO.1	GENERAL NOTES AND INDEX	26319.0001
EX1.0	EXISTING CONDITIONS	26319.0001
ECO.1	EROSION CONTROL NOTES	26319.0001
ECO.2	EROSION CONTROL CHART	26319.0001
EC1.1	EROSION CONTROL PLAN - INITIAL PHASE	26319.0001
EC2.1	EROSION CONTROL PLAN - CONSTRUCTION PHASE	26319.0001
EC3.1	EROSION CONTROL PLAN - STABILIZATION PHASE	26319.0001
EC4.1 - EC4.2	EROSION CONTROL DETAILS	26319.0001

- 8.24 Addenda numbers ____ to ____, inclusive.

Exhibits to this Agreement:

- a. CONTRACTOR's Bid marked "Exhibit _____."
- b. Documentation submitted by CONTRACTOR prior to Notice of Award.
- c. Any modification, including Change Orders, duly delivered after execution of Agreement.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in paragraph 3.04 of the General Conditions.

ARTICLE 9 MISCELLANEOUS

- 9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.
- 9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys becoming due and moneys due, may not be assigned without such consent (except to the extent the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 9.4 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision coming as close as possible to expressing the intention of the stricken provision.

ARTICLE 10 OTHER PROVISIONS

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in five counterparts. Two counterparts each have been delivered to OWNER and CONTRACTOR and one counterpart to ENGINEER. All portions of the Contract Documents have been signed, initialed or identified by Owner and Contractor or identified by ENGINEER on their behalf.

This Agreement will be effective on _____, 20____ (which is the Effective Date of the Agreement).

OWNER _____

CONTRACTOR_____

BY (typed) _____

BY (typed)_____

BY _____

BY_____

ATTEST _____

ATTEST _____

Address for giving notices

Address for giving notices

License No. _____

Agent for service of process: _____

CORPORATE SEAL

CORPORATE SEAL

Section 00 55 00
NOTICE TO PROCEED

Dated _____

TO: _____
(Bidder)

ADDRESS: _____

JOB NO.: 26319.0001

PROJECT: Mass Grading (Soil Stockpile Relocation) at the I-26 Industrial Park, Calhoun County, SC

CONTRACT
FOR: Clearing and grubbing, and mass grading in order to spread an existing stockpile across the 16.0-acre site located at Sirens Lane in Calhoun County, South Carolina.

You are notified the Contract Times under the above contract will commence to run on _____, 20___. By such date, you are to start performing your obligations under the Contract Documents. In accordance with Article 3 of the Agreement the dates of Substantial Completion and completion and readiness for final payment are _____, 20__ and _____, 20__, respectively.

Before you may start any Work at the site, paragraph 2.01 of the General Conditions provides you and OWNER must each deliver to the other (with copies to ENGINEER and other identified additional insureds) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Before you may start any Work at the site, you must have submitted the following: Certificate of Insurance, Performance Bond, and Payment Bond.

OWNER

By: _____

(Title)

ACCEPTANCE OF NOTICE TO PROCEED

(Contractor)

By: _____
(Authorized Signature)

(Title)

(Date)

DOCUMENT 00 61 13.13

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, _____,
(Name & Address of Contractor)

hereinafter called "Principal" and _____,
(Name & Address of Surety)

_____ of _____

State of _____, hereinafter called the "Surety" are held and

firmly bound unto _____

hereinafter called the "Owner" in the penal sum of _____

_____ Dollars (\$_____)
(Contract Sum)

lawful money of the United States of America, to be paid to OWNER, for the payment whereof well and truly to be made we do bind ourselves, our respective executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounden Principal has entered into a certain contract with the Owner dated the _____ day of _____, 20____ for the construction of:

Mass Grading (Soil Stockpile Relocation) at the I-26 Industrial Park, Calhoun County, SC

which said contract is incorporated hereby by reference and made a part hereof and is hereinafter referred to as the Construction Contract.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such, if the Principal shall promptly and faithfully perform and comply with the terms and conditions of said contract; and shall indemnify and save harmless the Owner against and from all costs, expenses, damages, injury or loss to which said Owner may be subjected by reason of any wrongdoing, including patent infringement, misconduct, want of care or skill, default, or failure of performance on the part of said Principal, its agents, subcontractors or employees, in the execution or performance of said Construction Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

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

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
3. If there is no Owner Default, the Surety's obligations under this Bond shall arise after:
 - 3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below, the Owner 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 fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and
 - 3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and
 - 3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a Contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.
4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense, take one of the following actions:
 - 4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or
 - 4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent Contractors; or
 - 4.3 Obtain bids or negotiated proposals from qualified Contractors acceptable to the Owner in a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the Contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or
 - 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new Contractor and with reasonable promptness under the circumstances:

- 4.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or
 - 4.4.2 Deny liability in whole or in part and notify the Owner citing reasons therefor.
5. 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 fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:
 - 6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract:
 - 6.2 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
 - 6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
7. The Surety shall not be liable to the Owner or others for obligations of the Contractor unrelated to the Contract, and the Balance of the Contract Price 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 Owner or its heirs, executors, administrators, or successors.
8. The Surety hereby waives notice of any changes, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum

period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is this Bond shall be construed as a statutory bond and not as a common law bond.
12. DEFINITIONS:
 - 12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner 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 Construction Contract.
 - 12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto;
 - 12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.
 - 12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

IN WITNESS WHEREOF, this instrument is executed in six counterparts, each one of which shall be deemed an original, on this the ____ day of _____, 20__.

CONTRACTOR AS PRINCIPAL:

Principal

(Principal) Secretary

By: _____
(Signature & Title)

(SEAL)

Address

Witness as to Principal

Address

SURETY:

Surety (Company)

(Surety) Secretary

By: _____
Attorney-in-Fact

(SEAL)

Witness as to Surety

Address

Notes:

1. Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute bond.
2. Bond must be countersigned by a South Carolina resident agent.
3. Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

DOCUMENT 00 61 13.16

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, _____,
(Name & Address of Contractor)

hereinafter called "Principal" and _____,
(Name & Address of Surety)

_____ of _____

State of _____, hereinafter called the "Surety" are held and
firmly bound unto _____

hereinafter called the "Owner" in the penal sum of _____
_____ Dollars (\$_____)
(Contract Sum)

lawful money of the United States of America, to be paid to OWNER, for the payment whereof
well and truly to be made we do bind ourselves, our respective executors, administrators,
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounden Principal has entered into a certain contract with the
Owner dated the _____ day of _____, 20____ for the construction of:

Mass Grading (Soil Stockpile Relocation) at the I-26 Industrial Park, Calhoun County, SC

which said contract is incorporated hereby by reference and made a part hereof and is
hereinafter referred to as the Construction Contract.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such, if the Principal shall
promptly make payment to all claimants as hereinafter defined, for all labor and materials
supplied in the prosecution of the work provided for in said Construction Contract, then this
obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the
following conditions:

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs,
executors, administrators, successors and assigns to the Owner for the
performance of the Construction Contract, which is incorporated herein by
reference.
2. With respect to the Owner, 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 Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.
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. The Surety shall have no obligation to Claimants under this Bond until:
 - 4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating a claim is being made under this Bond and, with substantial accuracy, the amount of claim.
 - 4.2 Claimants who do not have a direct contract with the Contractor:
 - 4.2.1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was performed; and
 - 4.2.2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice, any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
 - 4.2.3 Not having been paid within 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.
 5. Compliance shall be considered sufficient if a notice required by paragraph 4 is given by the Owner to the Contractor or to the Surety.
 6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

- 6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim stating the amounts undisputed and basis for challenging any amounts disputed.
 - 6.2 Pay or arrange for payment of any undisputed amounts.
7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
8. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
9. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor unrelated to the Construction Contract. The Owner 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.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
11. No suit or action shall be commenced by a Claimant under this bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to Sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to the Surety, Owner or Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by the Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in the Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is this Bond shall be construed as a statutory bond and not as a common law bond.

14. 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.
15. DEFINITIONS:
 - 15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a Subcontractor of the Contractor to furnish labor, material, 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 Construction 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 may be asserted in the jurisdiction where the labor, materials or equipment were furnished.
 - 15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - 15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

IN WITNESS WHEREOF, this instrument is executed in six counterparts, each one of which shall be deemed an original, on this the _____ day of _____, 20__.

CONTRACTOR AS PRINCIPAL:

Principal

(Principal) Secretary

By: _____
(Signature & Title)

(SEAL)

Address

Witness as to Principal

Address

SURETY:

Surety (Company)

(Surety) Secretary

By: _____
Attorney-in-Fact

(SEAL)

Witness as to Surety

Address

Notes:

1. Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute bond.
2. Bond must be countersigned by a South Carolina resident agent.
3. Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE

A Practice Division of the

NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

Endorsed by



CONSTRUCTION SPECIFICATIONS INSTITUTE

These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor (EJCDC C-520 or C-525, 2007 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the Narrative Guide to the EJCDC Construction Documents (EJCDC C-001, 2007 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (EJCDC C-800, 2007 Edition).

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**STANDARD GENERAL CONDITIONS OF THE
CONSTRUCTION CONTRACT**

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.
 3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 5. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 6. *Bidder*—The individual or entity who submits a Bid directly to Owner.
 7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).
 8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.
 9. *Change Order*—A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.
 10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
 11. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
13. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).
14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.
15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.
16. *Cost of the Work*—See Paragraph 11.01 for definition.
17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.
18. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
19. *Engineer*—The individual or entity named as such in the Agreement.
20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
21. *General Requirements*—Sections of Division 1 of the Specifications.
22. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.
23. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
24. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
25. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.
26. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.
28. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.
29. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.
30. *PCBs*—Polychlorinated biphenyls.
31. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
32. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
33. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
34. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.
35. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
36. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.
37. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
38. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.
39. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

40. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
41. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
42. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
43. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
44. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
45. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.
46. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.
47. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
48. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
49. *Unit Price Work*—Work to be paid for on the basis of unit prices.
50. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.
51. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an

addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 Terminology

A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives:*

1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. *Day:*

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective:*

1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. *Furnish, Install, Perform, Provide:*

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.

F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 Delivery of Bonds and Evidence of Insurance

- A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 Copies of Documents

- A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 Commencement of Contract Times; Notice to Proceed

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 *Before Starting Construction*

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:
 - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;
 - 2. a preliminary Schedule of Submittals; and
 - 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
 - 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on

Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.
- C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

- A. Standards, Specifications, Codes, Laws, and Regulations
 1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.
2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
 - a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.
- B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

1. A Field Order;
2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or
3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

A. Contractor and any Subcontractor or Supplier shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions; or
2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

- A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.
- C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

**ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS;
HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS**

4.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner’s furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner’s interest therein as necessary for giving notice of or filing a mechanic’s or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
 - 1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and
 - 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the “technical data” contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such “technical data” is identified in the Supplementary Conditions. Except for such reliance on such “technical data,” Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
 - 1. the completeness of such reports and drawings for Contractor’s purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
 - 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 - 3. any Contractor interpretation of or conclusion drawn from any “technical data” or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

- A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:
1. is of such a nature as to establish that any “technical data” on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or
 2. is of such a nature as to require a change in the Contract Documents; or
 3. differs materially from that shown or indicated in the Contract Documents; or
 4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

- B. *Engineer’s Review:* After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner’s obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer’s findings and conclusions.

C. *Possible Price and Times Adjustments:*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor’s cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:
 - a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or
 - b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and

contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or

- c. Contractor failed to give the written notice as required by Paragraph 4.03.A.
3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and
2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all such information and data;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents;
 - c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and
 - d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated:*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the

consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

- A. *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

- C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.
- D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.
- E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.
- F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.
- G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

- H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 – BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.
- B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.
- C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

- A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also

meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

- A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.
- B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.
- C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.
- E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

5.04 *Contractor's Insurance*

- A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:
 - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
 - 2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
 - 3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
 - 4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

- a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
 - b. by any other person for any other reason;
5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
 6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- B. The policies of insurance required by this Paragraph 5.04 shall:
1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;
 2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;
 3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;
 4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);
 5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and
 6. include completed operations coverage:
 - a. Such insurance shall remain in effect for two years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

- A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;
 2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.
 3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
 4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;
 5. allow for partial utilization of the Work by Owner;
 6. include testing and startup; and
 7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.
- B. Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors,

members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.

- C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.
- D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.
- E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under this Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 *Waiver of Rights*

- A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.
- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

- A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.
- B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

- A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's

interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

- A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 – CONTRACTOR’S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

6.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner’s written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

- B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.
 - 1. "*Or-Equal*" Items: If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

- 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and
 - 3) it has a proven record of performance and availability of responsive service.
- b. Contractor certifies that, if approved and incorporated into the Work:
- 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. *Substitute Items:*

- a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.
- b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.
- c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.
- d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - 1) shall certify that the proposed substitute item will:
 - a) perform adequately the functions and achieve the results called for by the general design,
 - b) be similar in substance to that specified, and
 - c) be suited to the same use as that specified;
 - 2) will state:
 - a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,
 - b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and

- c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;
 - 3) will identify:
 - a) all variations of the proposed substitute item from that specified, and
 - b) available engineering, sales, maintenance, repair, and replacement services; and
 - 4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.
- B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.
- C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.
- D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- E. *Engineer's Cost Reimbursement:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- F. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be

required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

- B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.
- C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:
1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor
 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.
- D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.
- E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.
- F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner,

Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

- A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas:*

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.
2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.
3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought

by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and

shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is

required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. *Shop Drawings:*

- a. Submit number of copies specified in the General Requirements.
- b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples:*

- a. Submit number of Samples specified in the Specifications.
- b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Submittal Procedures:*

1. Before submitting each Shop Drawing or Sample, Contractor shall have:

- a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
- b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
- c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
- d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.
3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. *Engineer's Review:*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 *Continuing the Work*

- A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 - 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 - 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
 - 1. observations by Engineer;
 - 2. recommendation by Engineer or payment by Owner of any progress or final payment;
 - 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 - 4. use or occupancy of the Work or any part thereof by Owner;
 - 5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;
 - 6. any inspection, test, or approval by others; or
 - 7. any correction of defective Work by Owner.

6.20 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .

- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
 - 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 - 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.
- B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, 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 Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

- E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 Related Work at Site

- A. Owner may perform other work related to the Project at the Site with Owner’s employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:
 - 1. written notice thereof will be given to Contractor prior to starting any such other work; and
 - 2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.
- B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner’s employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.
- C. If the proper execution or results of any part of Contractor’s Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor’s Work. Contractor’s failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor’s Work except for latent defects and deficiencies in such other work.

7.02 Coordination

- A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:
 - 1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
 - 2. the specific matters to be covered by such authority and responsibility will be itemized; and
 - 3. the extent of such authority and responsibilities will be provided.

- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

- A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.
- B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.
- C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 *Replacement of Engineer*

- A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

- A. Owner's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

8.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents.

8.12 *Compliance with Safety Program*

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed pursuant to Paragraph 6.13.D.

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents.

9.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or

continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

- A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

- A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

- A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

- A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.
- B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.
- C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.
- D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.
- B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.
- C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.
- D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise

or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

9.10 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).
- B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

10.03 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:
 - 1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;
 - 2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and
 - 3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.05 *Claims*

- A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.
- B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data

shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

- C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:
1. deny the Claim in whole or in part;
 2. approve the Claim; or
 3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.
- D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.
- E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.
- F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

- A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of

said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
- e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.
2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not

limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.
- C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.
- D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances:*
 1. Contractor agrees that:
 - a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 - b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.
- C. *Contingency Allowance:*
 1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to

the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:
 - 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 - 2. there is no corresponding adjustment with respect to any other item of Work; and
 - 3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 Change of Contract Price

- A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:
 - 1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or
 - 2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or
 - 3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

C. *Contractor's Fee*: The Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or
2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;
 - d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;
 - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
 - f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

- A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or

neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

- B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.
- D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.
- E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 Notice of Defects

- A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 Access to Work

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

13.03 *Tests and Inspections*

- A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:
 - 1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;
 - 2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and
 - 3. as otherwise specifically provided in the Contract Documents.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.
- E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.
- F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

- A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.
- B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

- C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.
- D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

- A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).
- B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or
 2. correct such defective Work; or
 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.
- C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

- A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. *Applications for Payments:*

- 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an

Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. Review of Applications:

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or

involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or

- b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
 5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
 - d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. Payment Becomes Due:

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. *Reduction in Payment:*

1. Owner may refuse to make payment of the full amount recommended by Engineer because:
 - a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
 - b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - c. there are other items entitling Owner to a set-off against the amount recommended; or
 - d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.
2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.
3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

14.03 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before

final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the tentative certificate to Owner, notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will, within said 14 days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

- D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.
- E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.

14.05 *Partial Utilization*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.
 - 2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. *Application for Payment:*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;
 - b. consent of the surety, if any, to final payment;
 - c. a list of all Claims against Owner that Contractor believes are unsettled; and
 - d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. *Engineer's Review of Application and Acceptance:*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying

documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Payment Becomes Due:*

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

- A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

- A. The making and acceptance of final payment will constitute:
 1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and
 2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will justify termination for cause:
1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);
 2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
 3. Contractor's repeated disregard of the authority of Engineer; or
 4. Contractor's violation in any substantial way of any provisions of the Contract Documents.
- B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:
1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);
 2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and
 3. complete the Work as Owner may deem expedient.
- C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when

so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.
- E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.
- F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

15.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
 - 3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and
 - 4. reasonable expenses directly attributable to termination.
- B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days

to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 – DISPUTE RESOLUTION

16.01 Methods and Procedures

- A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.
- B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.
- C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:
1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or
 2. agrees with the other party to submit the Claim to another dispute resolution process; or
 3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 – MISCELLANEOUS

17.01 Giving Notice

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or
2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

- A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

DOCUMENT 00 73 00**SUPPLEMENTARY CONDITIONS**

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (EJCDC C-700, 2007 Edition) and other provisions of the Contract Documents as indicated below. All provisions that are not so amended or supplemented remain in full force and effect.

SC-1 The terms used in these Supplementary Conditions which are defined in the Standard General Conditions of the Construction Contract (EJCDC C-700, 2007 Edition) have the meanings assigned to them in the General Conditions.

SC-2.05.A.4 Add the following new paragraph to the General Conditions after paragraph 2.05.A.3:

4. "A schedule of anticipated shipping dates for materials and equipment. It is intended that equipment and materials be so scheduled as to arrive at the job site just prior to time for installation to prevent excessive materials on hand for inventory and necessity for extensive storage facilities at the job site."

SC-5.04.B.7 Add the following new paragraph to the General Conditions after paragraph 5.04.B.6:

7. Bonding surety shall be located in the state in which the work is being performed.

The Contractor shall not commence work under this contract until it has obtained all the insurance required under this paragraph and such insurance has been accepted by the Owner, nor shall the Contractor allow any Subcontractor to commence work on its subcontract until the insurance required of the Subcontractor has been so obtained and accepted.

The successful bidder shall procure, maintain, and provide proof of, insurance coverage for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the County by the bidder, his agents, representatives, employees or subcontractors. Proof of coverage as contained herein shall be submitted fifteen (15) days prior to the commencement of work and such coverage shall be maintained by the bidder for the duration of the contract period; for occurrence policies.

a. General Liability

Coverage shall be as broad as: Comprehensive General Liability endorsed to include Broad Form, Commercial General Liability form including Products/Completed Operations.

1. Minimum Limits

General Liability:

\$1,000,000 General Aggregate Limit
 \$1,000,000 Products & Completed Operations
 \$1,000,000 Personal and Advertising Injury
 \$1,000,000 Each Occurrence Limit
 \$50,000 Fire Damage Limit
 \$5,000 Medical Expense Limit

b. Automobile Liability

Coverage sufficient to cover all vehicles owned, used, or hired by the bidder, his agents, representatives, employees or subcontractors.

1. Minimum Limits

Automobile Liability:

\$1,000,000 Combined Single Limit
 \$1,000,000 Each Occurrence Limit
 \$5,000 Medical Expense Limit

c. Workers' Compensation

Limits as required by the Workers' Compensation Act of SC. Employers Liability, \$1,000,000.

d. Owners' & Contractors' Protective Liability

Policy will be in name of County. Minimum limits required are \$1,000,000.

e. Professional Liability

Minimum limits are \$1,000,000 per occurrence.

f. Coverage Provisions

1. All deductibles or self-insured retention shall appear on the certificate(s).
2. The County of Dorchester, its' officers/ officials, employees, agents and volunteers shall be added as "additional insured" as their interests may appear. This provision does not apply to Professional Liability or Workers' Compensation/Employers' Liability.
3. The offeror's insurance shall be primary over any applicable insurance or self-insurance maintained by the County.
4. Shall provide 30 days written notice to the County before any cancellation, suspension, or void of coverage in whole or part, where such provision is reasonable.
5. All coverage for subcontractors of the bidder shall be subject to all of the requirements stated herein.
6. All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, either; the insurer shall reduce or eliminate such deductible or self-insured retention; or the bidder shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

7. Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided the County, its officers/officials, agents, employees and volunteers.
8. The insurer shall agree to waive all rights of subrogation against the County, its' officers/officials, agents, employees or volunteers for any act, omission or condition of premises which the parties may be held liable by reason of negligence.
9. The bidder shall furnish the County certificates of insurance including endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company(s) to bind coverage on its' behalf, if executed by a broker, notarized copy of authorization to bind, or certify coverage must be attached.
10. All insurance shall be placed with insurers maintaining an A.M. Best rating of no less than an A:VII. If A.M. Best rating is less than A:VII

SC-6.02.B Add the following:

The Contractor shall provide in writing any requests to work on weekends. Requests shall be submitted to the Owner and Engineer for consideration a minimum of 48-hours prior to the requested weekend.

SC-6.08C Add the following:

The Contractor shall not proceed until all encroachment permits, curb cut permits, wetland permits, and land disturbance permits have been secured. Contact Owner to ascertain status of permits.

SC-6.09.D Add a new paragraph after paragraph 6.09.C of the General Conditions that reads as follows:

"D. The Contractor shall comply with the Department of Labor Safety and Health Regulations for Construction promulgated under the Occupational Safety and Health Act of 1970 as amended through January 1, 2004 (PL 91-596) and under Section 107 of the Contract Work and Safety Standards Act (PL 91-54). The regulations are administered by the Department of Labor and the Contractor shall allow access to the project to personnel from that Department.

The Bidder's attention is directed to the fact all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout and they will be deemed to be included in the contract the same as though herein written in full.

The Contractor shall keep fully informed of all laws, ordinances and regulations of Federal, State, City and County, in any manner affecting those engaged or employed in the work, or the materials used in the work, or in any way affecting the conduct of the work, and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over

same. Contractor shall at all times, observe and comply with all such existing and future laws, ordinances, and regulations."

SC-6.12.B Add a new paragraph after paragraph 6.12.A of the General Conditions that is to read as follows:

"B. Record Data Drawings:

1. The Contractor shall keep accurate, legible records of the elevations, locations, types, and sizes of sanitary sewage lines, service laterals, manholes, cleanouts, water lines, fittings, valves, hydrants, drainage pipes, drainage structures, stormwater detention pond(s), and other related work performed under this project. Where proposed and existing utilities cross, the Contractor shall measure and record the horizontal location and vertical separation between each crossing. Separation shall be measured between exteriors of pipes. On a set of project prints provided by the Owner, the Contractor shall prepare a set of "record" drawings from the data stated above. The horizontal locations of all portions of items installed on this project shall be accurately tied down to the State Plane Coordinate System. Invert and frame elevations of all manholes, storm sewers and structures, sanitary sewers and lift stations shall be clearly indicated. Also, all existing grades/contours/depths of the detention pond(s), including All elevations and dimensions of all outlet structures, including: pipe and orifice inverts and diameters, weir elevations and dimensions, riser dimensions and elevations, emergency spillway dimensions and elevations, and locations and inverts for all pipes discharging into the pond. These "record" drawings shall be kept clean and dry and maintained in a current state with the progress of the work. If at any time, a copy of this plan or portion of it is requested by the Owner, such copy shall be made available within 24-hours after the request is made.
2. Before final acceptance of the completed installation and before final payment by the Owner, the Contractor shall deliver to the Engineer a completed set of "record" drawings accurately depicting the data described above. The horizontal and vertical locations as shown on the "record" drawings for the items installed on this project shall be certified by a licensed surveyor, other than Thomas & Hutton, registered in the State in which the project is located. "Record" Drawings shall be submitted on a marked-up set of project construction prints or electronically. Thomas & Hutton shall prepare original "record" drawings from the submitted data. When completed, Thomas & Hutton shall have the licensed surveyor stamp and sign the original "record" drawings before making copies available to the Owner or other appropriate agencies."

SC-6.13.A.3 Add the following:

"Safely guard the Owner's property from damages, injury, or loss in connection with this contract. Contractor shall at all times guard and protect its own work

and all materials of every description both before and after being used in the work.

Contractor shall provide any enclosing or special protection from weather deemed necessary by Engineer without additional cost to the Owner. Partial payments under the contract will not relieve the Contractor from responsibility for protection of material, work, and property."

SC-9.02.C Add a new paragraph after paragraph 9.02.B of the General Conditions that is to read as follows:

"C. If at any time before the commencement or during the progress of the work, tools, plant or equipment appear to the Engineer to be insufficient, inefficient, or inappropriate to secure the quality of the work required or the proper rate of progress, the Engineer may order the Contractor to increase their efficiency, to improve their character, to augment their number, or to substitute new tools, plant or equipment as the case may be, and the Contractor must conform to such order; but a failure of the Engineer to demand such increase or efficiency, number, or improvements, shall not relieve the Contractor's obligation to secure the quality of work and the rate of progress necessary to complete the work within the time required by this contract to the satisfaction of the Owner."

SC-9.05 Add the following sentence at the end of paragraph 9.05 of the General Conditions:

"Owner and Engineer have the right to reject defective materials. Defective materials shall not be used in the work."

SC-13.03.A Add the following sentences to paragraph 13.03.A of the General Conditions:

"The Contractor will be required to maintain all work in a condition acceptable to the Engineer for a 30-day operating period after the same has been completed as a whole, and the Engineer has notified the Contractor in writing that the work has been finished. The Contractor shall give the Project Engineer or Project Representative a minimum of 48-hours' notice for all required observations and tests."

END OF SUPPLEMENTARY CONDITIONS

DOCUMENT 00 80 00**SPECIAL CONDITIONS**

SC-1 DESCRIPTION OF THE WORK: The work consists of: Improvements to approximately 13-acre parcel in Spartanburg County, South Carolina. The development will include mass grading and site improvements for new concrete batch plant facility. Includes storm drainage, dry detention basin, concrete driveway apron, gravity sewer, and water main extension.; and incidental construction in accordance with the plans and specifications.

SC-2 COMMENCEMENT AND COMPLETION OF WORK: The Contractor shall commence work within 15-days after Notice to Proceed is issued. Work shall be completed within 60-calendar days for the project.

If the Contractor fails to prosecute the work with such diligence as will insure the completion of each portion of the work within the time shown on the above schedule, plus any extensions made in accordance with Article 12 of the General Conditions; and, if the Owner does not exercise reservations as set forth in Article 13 of the General Conditions, the Contractor shall continue the work in which event liquidated damages for the delay will be impossible to determine. In lieu thereof, liquidated damages in the amount of \$500.00 per each day of delay of the work until the work is completed.

SC-3 DRAWINGS: The work shall conform to the following drawings, all of which form a part of, and are included in, these specifications and are available in the office of Thomas & Hutton Engineering Co., 1501 Main Street, Suite 760, Columbia, SC 29201.

Sheet	Description	Job No.
CO.1	COVER SHEET	26319.0001
GO.1	GENERAL NOTES AND INDEX	26319.0001
EX1.0	EXISTING CONDITIONS	26319.0001
ECO.1	EROSION CONTROL NOTES	26319.0001
ECO.2	EROSION CONTROL CHART	26319.0001
EC1.1	EROSION CONTROL PLAN - INITIAL PHASE	26319.0001
EC2.1	EROSION CONTROL PLAN - CONSTRUCTION PHASE	26319.0001
EC3.1	EROSION CONTROL PLAN - STABILIZATION PHASE	26319.0001
EC4.1 - EC4.2	EROSION CONTROL DETAILS	26319.0001

SC-4 LAYOUT OF WORK: Control lines and master benchmarks will be furnished by the Owner. The Contractor will lay out work and will be responsible for all measurements in connection therewith.

SC-5 OBSERVATIONS AND TESTS: Before acceptance of the whole or any part of the work, it shall be subjected to observation and tests to determine it is in accordance with the plans and specifications. The Contractor will be required to maintain all work in a first-class condition for a 30-day operating period after the same has been completed as a whole and the Engineer has notified the Contractor in writing the work has been finished. The Contractor shall pay for all testing and shall engage a mutually acceptable laboratory or qualified individual to conduct the tests in accordance with these specifications. No portion of the work will be accepted until tests prove it has been satisfactorily completed. The Contractor

shall give the Project Engineer or Project Representative a minimum of 48 hours' notice for all required observations or tests.

SC-6 BONDS: The Performance Bonds in the amount of 100% of the contract amount and Payment Bonds in the amount of 100% of the contract amounts shall be furnished in accordance with Article 5 of the General Conditions.

SC-7 CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE: The Contractor shall not commence work under this contract until obtaining all the insurance required under this paragraph and such insurance has been accepted by the Owner, nor shall the Contractor allow any Subcontractor to commence work on a subcontract until the insurance required of the Subcontractor has been so obtained and accepted.

The successful bidder shall procure, maintain, and provide proof of, insurance coverage for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the County by the bidder, his agents, representatives, employees or subcontractors. Proof of coverage as contained herein shall be submitted fifteen (15) days prior to the commencement of work and such coverage shall be maintained by the bidder for the duration of the contract period; for occurrence policies.

- a. General Liability
Coverage shall be as broad as: Comprehensive General Liability endorsed to include Broad Form, Commercial General Liability form including Products/Completed Operations.
 1. Minimum Limits
General Liability:
\$1,000,000 General Aggregate Limit
\$1,000,000 Products & Completed Operations
\$1,000,000 Personal and Advertising Injury
\$1,000,000 Each Occurrence Limit
\$50,000 Fire Damage Limit
\$5,000 Medical Expense Limit
- b. Automobile Liability
Coverage sufficient to cover all vehicles owned, used, or hired by the bidder, his agents, representatives, employees or subcontractors.
 1. Minimum Limits
Automobile Liability:
\$1,000,000 Combined Single Limit
\$1,000,000 Each Occurrence Limit
\$5,000 Medical Expense Limit
- c. Workers' Compensation
Limits as required by the Workers' Compensation Act of SC. Employers Liability, \$1,000,000.
- d. Owners' & Contractors' Protective Liability
Policy will be in name of County. Minimum limits required are \$1,000,000.
- e. Professional Liability
Minimum limits are \$1,000,000 per occurrence.

f. Coverage Provisions

1. All deductibles or self-insured retention shall appear on the certificate(s).
2. The County of Dorchester, its' officers/ officials, employees, agents and volunteers shall be added as "additional insured" as their interests may appear. This provision does not apply to Professional Liability or Workers' Compensation/Employers' Liability.
3. The offeror's insurance shall be primary over any applicable insurance or self-insurance maintained by the County.
4. Shall provide 30 days written notice to the County before any cancellation, suspension, or void of coverage in whole or part, where such provision is reasonable.
5. All coverage for subcontractors of the bidder shall be subject to all of the requirements stated herein.
6. All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, either; the insurer shall reduce or eliminate such deductible or self-insured retention; or the bidder shall be required to procure a bond guaranteeing payment of losses and related claims expenses.
7. Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided the County, its officers/officials, agents, employees and volunteers.
8. The insurer shall agree to waive all rights of subrogation against the County, its' officers/officials, agents, employees or volunteers for any act, omission or condition of premises which the parties may be held liable by reason of negligence.
9. The bidder shall furnish the County certificates of insurance including endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company(s) to bind coverage on its' behalf, if executed by a broker, notarized copy of authorization to bind, or certify coverage must be attached.
10. All insurance shall be placed with insurers maintaining an A.M. Best rating of no less than an A:VII. If A.M. Best rating is less than A:VII

SC-8 HOLD HARMLESS CLAUSE: The Contractor agrees to hold harmless, indemnify and defend the Owner and its agents, architects, engineers and employees from and against any and all claims, losses, damages, demands, causes of action and any an all related costs and expenses, of every kind and character, growing out of, incidental to, or resulting directly or indirectly from the Contractor's performance of the work described herein, whether such loss, damage, injury, or liability is contributed to by the negligence of the Owner, its agents, architects, engineers, or employees, except the Contractor shall have no liability for damages or the costs incidental thereto caused by the sole negligence of the Owner, its agents, architects, engineers, or employees. The Contractor will require any and all subcontractors to conform with the provisions of this clause prior to commencing any work and agrees to ensure this clause is in conformity with the insurance provisions of the contract.

- SC-9 CONTRACTOR'S STATUS:** It is agreed the Contractor shall occupy the status of an Independent Contractor and the Contractor's employees are not employees of the Owner.
- SC-10 CONTRACTOR'S AFFIDAVIT:** Upon completion of the work and prior to final payment and settlement of all sums due hereunder, Contractor will furnish to Owner a Contractor's Affidavit in the usual form submitted by Contractor under the laws of the State of South Carolina to the effect all bills for labor, materials and services in connection with said contract have been paid in full, acknowledging receipt of the contract price and averring there are no outstanding claims under said contract which could become a lien on the real estate arising out of said contract.
- SC-11 RESIDENT PROJECT ENGINEER:** The Owner reserves the right to furnish a Resident Project Engineer as deemed necessary to insure the Project quality control and conformance to Plans and Specifications, who will act as the Owner's Representative on the Project and will have the authority of the Engineer as set forth in the Contract Documents.
- SC-12 BARRICADES, DANGER AND WARNING SIGNS:** The Contractor shall install and maintain barricades, suitable and sufficient lights, danger signals, signs, and other traffic control devices and shall take all necessary precautions for the protection of the work and safety of the public. Lanes closed to traffic shall be protected by effective barricades, lighted during hours of darkness. Suitable warning signs shall be provided to control, direct traffic, and warn pedestrians. Upon completion all barricades, signs and the like shall be removed.
- SC-13 TOOLS, PLANT AND EQUIPMENT:** If at any time before the commencement or during the progress of the work, tools, plant or equipment appear to the Engineer to be insufficient, inefficient or inappropriate to secure the quality of the work required or the proper rate of progress, the Engineer may order the Contractor to increase their efficiency, to improve their character, to augment their number, or to substitute new tools, plant, or equipment, as the case may be, and the Contractor must conform to such order; but a failure of the Engineer to demand such increase of efficiency, number, or improvement shall not relieve the Contractor of its obligation to secure the quality of work and the rate of progress necessary to complete the work within the time required by the contract to the satisfaction of the Owner.
- SC-14 ACCIDENTS:** The Contractor shall provide, at the site, such equipment and medical facilities as are necessary to supply first-aid service to anyone who may be injured in connection with the work. The Contractor must report in writing to the Engineer all accidents whatsoever arising out of, or in connection with, the performance of the work, whether on or adjacent to the site, which causes death, personal injury or property damages, giving full details and statement of witnesses. In addition, if death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to both the Contractor and any subcontractor on account of any accident, the Contractor shall promptly report the facts to the Engineer, giving full details in writing of the claim. The Contractor shall advise its superintendent and foreman, who are on the site of the work, the name of the hospital and phone number and the name and phone number of the doctor to use in case of an accident.
- SC-15 SANITARY PROVISIONS:** The Contractor shall provide temporary sanitary facilities for the use of the workmen during the progress of the work. The sanitary facilities shall conform to the requirements of the County Health Engineer. All facilities shall be removed at the completion of the contract.

SC-16 MODIFICATION OF QUANTITIES: The itemized quantities shall be considered by the Contractor as the quantities required to complete the work for the purpose of bidding. Should actual quantities required in the construction of the work be greater or less than the quantities shown on the items, an amount equal to the difference in quantities at the unit prices for the item will be added to or deducted from the contract price.

When itemized quantities are not given in the Proposal, the work shown on the plans or specified shall be considered by the Contractor to be included in the contract for the lump sum prices bid.

SC-17 RESPONSIBILITY REGARDING EXISTING UTILITIES AND STRUCTURES: The existence and location of underground utilities will be investigated and verified in the field by the Contractor before starting work. The Contractor shall call for underground utility locations. Underground utilities location service can be contacted at 1-888-721-7877 (SC). The location of all known interferences based on the best information available has been shown on the drawings, but this information may not be complete. Excavation in the vicinity of existing structures and utilities shall be carefully done by hand. The Contractor shall be held responsible for any damage to and for maintenance and protection of existing utilities and structures. The Contractor is responsible for coordinating with the utility companies any relocation, adjustment, or replacement of utility facilities.

SC-18 INTERRUPTION OF UTILITY SERVICE: The Contractor's operations shall be conducted to interfere as little as possible with utility services. Any proposed interruption by the Contractor must be accepted in advance by the Engineer.

SC-19 OMISSION: The drawings and specifications shall both be considered as a part of the contract. Any work and material shown in the one and omitted in the other or described in the one and not shown in the other, or which may fairly be implied by both or either, shall be furnished and performed as though shown in both, in order to give a complete and first class job.

SC-20 MEASUREMENT AND PAYMENT: Measurement and payment shall be made for the units and at the lump sum contract prices shown on the Bid Schedule. Direct payment shall only be made for those items or work specifically listed in the proposal and the cost of any other work must be included in the contract price for the applicable items to which it relates.

SC-21 "OR EQUIVALENT," CLAUSE:
OMITTED

SC-22 SAFETY AND HEALTH REGULATIONS: The Contractor shall comply with the Department of Labor Safety and Health Regulations for Construction promulgated under the Occupational Safety and Health Act of 1970 as amended through January 1, 2004 (PL 91-596) and under Section 107 of the Contract Work and Safety Standards Act (PL 91-54). The regulations are administered by the Department of Labor and the Contractor shall allow access to the project to personnel from that Department.

SC-23 RECORD DATA AND DRAWINGS: The Contractor shall keep accurate, legible records of the elevations, locations, types, and sizes of sanitary sewage lines, service laterals, manholes, cleanouts, water lines, fittings, valves, hydrants, drainage pipes, drainage structures, stormwater detention pond(s), and other related work performed under this project. Where proposed and existing utilities cross, the Contractor shall measure and record the horizontal location and vertical separation between each crossing. Separation shall be measured between exteriors of pipes. On a set of project prints provided by the Owner, the Contractor

shall prepare a set of "record" drawings from the data stated above. The horizontal locations of all portions of items installed on this project shall be accurately tied down to the State Plane Coordinate System. Invert and frame elevations of all manholes, storm sewers and structures, sanitary sewers and lift stations shall be clearly indicated. Also, all existing grades/contours/depths of the detention pond(s), including All elevations and dimensions of all outlet structures, including: pipe and orifice inverts and diameters, weir elevations and dimensions, riser dimensions and elevations, emergency spillway dimensions and elevations, and locations and inverts for all pipes discharging into the pond. These "record" drawings shall be kept clean and dry and maintained in a current state with the progress of the work. If at any time, a copy of this plan or portion of it is requested by the Owner, such copy shall be made available within 24 hours after the request is made.

Before final acceptance of the completed installation and before final payment by the Owner, the Contractor shall deliver to the Engineer a completed set of "record" drawings accurately depicting the data described above. The horizontal and vertical locations as shown on the "record" drawings for the items installed on this project shall be certified by a licensed surveyor, other than Thomas & Hutton, registered in the State in which the project is located. "Record" Drawings shall be submitted on a marked-up set of project construction prints or electronically. Thomas & Hutton shall prepare original "record" drawings from the submitted data. When completed, Thomas & Hutton shall have the licensed surveyor stamp and sign the original "record" drawings before making copies available to the Owner or other appropriate agencies."

SC-24 PROPERTY CORNERS: The Contractor shall be responsible for restoring any property corners or monuments disturbed during construction. They shall be restored by a professional surveyor registered in the State of South Carolina.

SC-25 VIDEO: A video showing existing site conditions shall be made by the Contractor prior to start of construction. Contractor shall provide Owner and Engineer a copy of the video. Contractor is encouraged to record any existing damaged facilities that could be questioned later by property owners. A written or recorded narrative shall be provided with the video. Engineer shall be notified 72-hours in advance making the video. Contractor is responsible for all costs associated with video and shall be considered a subsidiary part of the contract.

INDEX TO
SECTION 01 11 00
SUMMARY OF WORK

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1.2	Contract Description	01011-1
1.3	Work Required	01011-1
1.4	Contract Drawings	01011-1
1.5	Contract Technical Specifications	01011-2
1.6	Work Schedule – Omitted	01011-2
1.7	Owner Occupancy Schedule – Omitted	01011-2

PART 2 – PRODUCTS

Not Used

PART 3 – EXECUTION

Not Used

SECTION 01 11 00
SUMMARY OF WORK

PART 1 – GENERAL

1.1 SECTION INCLUDES

- A. Contract Description.
- B. Work required by Contract.
- C. Contract Drawings.
- D. Contract Technical Specifications.

1.2 CONTRACT DESCRIPTION

- A. Contract Type: 00 52 43 - Agreement

1.3 WORK REQUIRED

- A. Consists of Contractor furnishing all labor, materials, tools, equipment and incidentals to complete the Work generally described below:
 - 1. Clearing and grubbing, and mass grading in order to spread an existing stockpile across the 16.0-acre site located at Sirens Lane in Calhoun County, South Carolina.
- B. All work shall be performed as shown on the Drawings and as described in the Contract Documents and Technical Specifications.
- C. All work shall comply with standards described by the Department of Labor, Occupational Safety and Health Administration, 29 CFR Part 1926, Subpart P, latest revision.

1.4 CONTRACT DRAWINGS

Sheet	Description	Job No.
CO.1	COVER SHEET	26319.0001
GO.1	GENERAL NOTES AND INDEX	26319.0001
EX1.0	EXISTING CONDITIONS	26319.0001
ECO.1	EROSION CONTROL NOTES	26319.0001
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1.5 CONTRACT TECHNICAL SPECIFICATIONS

- A. As listed in the Table of Contents.

1.6 WORK SCHEDULE

- A. Construct Work to accommodate Owner's requirements during the 75-day (substantially complete), 105-day (final completion) construction period, coordinate construction schedule and operations with Owner and Engineer.

1.7 OWNER OCCUPANCY

OMITTED

PART 2 – PRODUCTS

Not used

PART 3 – EXECUTION

Not used

END OF SECTION

INDEX TO
SECTION 01 22 00
UNIT PRICES

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1.5	Payment	01025-2

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

SECTION 01 22 00**UNIT PRICES****PART 1 - GENERAL****1.1 SECTION INCLUDES**

- A. Measurement and payment criteria applicable to the Work performed under a unit price payment method.

1.2 AUTHORITY

- A. Measurement methods delineated in the individual specification sections complement the criteria of this section. In the event of conflict, the requirements of the individual specification section govern.
- B. Take all measurements and compute quantities. The Engineer will verify measurements and quantities.
- C. Assist by providing necessary equipment, workers, and survey personnel as required.

1.3 UNIT QUANTITIES SPECIFIED

- A. Quantities indicated in the Bid Form are for bidding and contract purposes only. Quantities and measurements supplied or placed in the Work and verified by the Engineer determine payment.
- B. If the actual Work requires more or fewer quantities than those quantities indicated, provide the required quantities at the unit sum/prices contracted.

1.4 MEASUREMENT OF QUANTITIES

- A. Measurement by Weight: Concrete reinforcing steel, rolled or formed steel or other metal shapes will be measured by handbook weights. Welded assemblies will be measured by handbook or scale weight.
- B. Measurement by Volume: Measured by cubic dimension using mean length, width and height or thickness.
- C. Measurement by Area: Measured by square dimension using mean length and width or radius.
- D. Linear Measurement: Measured by linear dimension, at the item centerline or mean chord.
- E. Stipulated Sum/Price Measurement: Items measured by weight, volume, area, or linear means or combination, as appropriate, as a completed item or unit of the Work.

1.5 PAYMENT

- A. Payment Includes: Full compensation for all required labor, products, tools, equipment, plant, transportation, services and incidentals; erection, application or installation of an item of the Work including overhead and profit.
- B. Final payment for Work governed by unit prices will be made on the basis of the actual measurements and quantities accepted by the Engineer multiplied by the unit sum/price for Work which is incorporated in or made necessary by the Work.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

INDEX TO
DIVISION I – GENERAL REQUIREMENTS
SECTION 01 33 00
SUBMITTAL PROCEDURES

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1.11	Manufacturer's Instructions	01300-5
1.12	Manufacturer's Field Reports	01300-5
1.13	Erection Drawings	01300-5
1.14	Reviewed Shop Drawings	01300-5
1.15	Submittal Checklist	01300-6

PART 2 – PRODUCTS

Not Used.

PART 3 – EXECUTION

Not Used.

DIVISION I – GENERAL REQUIREMENTS
SECTION 01 33 00
SUBMITTAL PROCEDURES

PART 1 – GENERAL

1.1 SECTION INCLUDES

- A. Submittal procedures.
- B. Construction progress schedules.
- C. Product Data.
- D. Shop Drawings.
- E. Samples.
- F. Design data.
- G. Test reports.
- H. Certificates.
- I. Manufacturer's instructions.
- J. Manufacturer's field reports.

1.2 RELATED SECTIONS

- A. Section 01 45 00 - Quality Control: Manufacturers' field services and reports.
- B. Section 01 77 00 Closeout Procedures: Contract warranties, closeout submittals.

1.3 SUBMITTAL PROCEDURES

- A. Transmit each submittal with Engineer accepted form.
- B. Sequentially number the transmittal form. Revise submittals with original number and a sequential alphabetic suffix. Resubmit as specified for initial submittal. Indicate on revised drawings all changes that have been made other than those requested by the Engineer.
- C. Identify Project, Contractor, Subcontractor, or supplier; pertinent drawing and detail number, and specification section number, as appropriate.
- D. Apply Contractor's stamp, signed or initialed verifying review, approval, products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents. Submittal without the Contractor's stamp will be returned to Contractor without Engineer's review.

- E. Make all submittals far enough in advance of scheduled dates for installation to provide all required time for reviews, for securing necessary approvals, for possible revision and resubmittal, and for placing orders and securing delivery. In scheduling, allow sufficient time for the Engineer's review following the receipt of the submittal. Coordinate submission of related items. For each submittal for review, allow ten (10) days excluding delivery time to and from the Contractor.
- F. Identify variations from Contract Documents and product or system limitations that may be detrimental to successful performance of the completed Work.
- G. Provide space for Contractor and Architect/Engineer review stamps.
- H. When revised for resubmission, identify all changes made since previous submission.
- I. Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.

1.4 CONSTRUCTION PROGRESS SCHEDULES

- A. Submit initial schedule in duplicate within fifteen (15) days after date established in Notice to Proceed.
- B. Revise and resubmit as required.
- C. Submit revised schedules with Application for Payment, identifying changes since previous version.
- D. Submit a computer generated or horizontal bar chart with separate line for each major portion of Work or operation, identifying first workday of each week.
- E. Show complete sequence of construction by activity, identifying Work of separate stages and other logically grouped activities. Indicate the early and late start, early and late finish, float dates, and duration.
- F. Indicate estimated percentage of completion for each item of Work at each submission.
- G. Indicate submittal dates required for shop drawings, product data, samples, and product delivery dates, including those furnished by Owner and required by allowances.

1.5 PRODUCT DATA

- A. Product Data for Review:
 - 1. Submitted to Engineer for review and conformance with information given in specifications and the design concept expressed in contract documents.

2. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article above.
- B. Submit the number of copies Contractor and Owner require, plus two copies retained by Engineer.
- C. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- D. Indicate product utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- E. After review, distribute in accordance with the Submittal Procedures article above.

1.6 SHOP DRAWINGS

- A. Contractor shall submit a minimum six (6) copies of each shop drawing to the Engineer for review.
- B. Submitted to Engineer for review and conformance with information given in specifications and design concept expressed in contract documents. Review of shop drawings by Engineer shall not relieve Contractor of its responsibility for accuracy of shop drawings nor for furnishing of all materials and equipment required by the contract even though such items may not be indicated on shop drawings reviewed by Engineer.
- C. Shop drawings shall include applicable technical information, drawings, diagrams, performance curves, schedules, templates, calculations, instructions, measurements, and similar information as applicable to the specific item for which shop drawing is prepared.
- D. Do not use Engineer's Drawings for shop or erection purposes.
- E. Each shop drawing copy shall bear a Contractor's stamp showing they have been checked. Shop drawings submitted to the Engineer without Contractor's stamp will be returned to Contractor without review.

No review will be given to partial submittals of shop drawings for items which interconnect and/or are interdependent. It is the Contractor's responsibility to assemble shop drawings for all such interconnecting and/or interdependent items, check them and then make one submittal to Engineer.

Schedule of Submittals: Within 30 days of Contract award and prior to any shop drawing submittal, Contractor shall submit a schedule showing the estimated submittal date and desired acceptance date for each shop drawing anticipated. Time lost due to unacceptable submittals shall be the Contractor's responsibility.

1.7 SAMPLES

- A. Samples for Review:
 - 1. Submitted to Engineer for review and conformance with information given in specifications and design concept expressed in contract documents.
 - 2. After review, produce duplicates and distribute in accordance with SUBMITTAL PROCEDURES article above.
- B. Samples for Information:
 - 1. Submitted for Engineer's knowledge as contract administrator or for the Owner.
- C. Include identification on each sample, with full product information.
- D. Submit the number of samples specified in individual specification sections; one (1) of which will be retained by Engineer.
- E. Reviewed samples which may be used in the Work are indicated in individual specification sections.
- F. Samples will not be used for testing purposes unless specifically stated in the specification section.

1.8 DESIGN DATA

- A. Submit for Engineer's knowledge as contract administrator or for the Owner.
- B. Submit for information and conformance with information given in specifications and design concept expressed in contract documents.

1.9 TEST REPORTS

- A. Submit for Engineer's knowledge as contract administrator or for the Owner.
- B. Submit test reports for information and assessing conformance with information given in specifications and design concept expressed in contract documents.

1.10 CERTIFICATES

- A. When specified in individual specification sections, submit certification by manufacturer, installation/application subcontractor, or the Contractor to Engineer, in quantities specified for Product Data.
- B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- C. Certificates may be recent or previous test results on material or product but must be acceptable to Engineer.

1.11 MANUFACTURER'S INSTRUCTIONS

- A. When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, adjusting, and finishing, to Engineer for delivery to Owner in quantities specified for product Data.
- B. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.
- C. Refer to Section 01 45 00 - Quality Control, Manufacturers' Field Services article.

1.12 MANUFACTURER'S FIELD REPORTS

- A. Submit reports for Engineer's benefit as contract administrator or for the Owner.
- B. Submit report within thirty (30) days of observation to Engineer for information.
- C. Submit for information and assessing conformance with information given in specifications and design concept expressed in contract documents.

1.13 ERECTION DRAWINGS

- A. Submit drawings for Engineer's benefit as contract administrator or for the Owner.
- B. Submit for information and assessing conformance with information given in specifications and design concept expressed in contract documents.
- C. Data indicating inappropriate or unacceptable Work may be subject to action by the Engineer or Owner.

1.14 REVIEWED SHOP DRAWINGS

- A. Engineer Review.
 - 1. Acceptable submittals will be marked "No Exceptions Taken." A minimum of three copies will be retained by the Engineer for Engineer's and Owner's use and remaining copies will be returned to Contractor.
 - 2. Submittals requiring minor corrections before the product is acceptable will be marked "Furnish as Corrected." Contractor may order, fabricate, and ship items included in submittals, provided the indicated corrections are made.
 - 3. Submittals marked "Revise and Resubmit" must be revised to reflect required changes and the initial review procedure repeated.
 - 4. The "Rejected" notation is used to indicate products not acceptable. Upon return of a submittal so marked, Contractor shall repeat the initial review procedure utilizing acceptable products.
 - 5. Only two copies of items marked "Revise and Resubmit" and "Rejected" will be reviewed and marked. One copy will be retained by Engineer and

the other copy with all remaining unmarked copies will be returned to Contractor for resubmittal.

- B. No Work or products shall be installed without a drawing or submittal bearing the "No Exceptions Taken" or "Furnish as Corrected" notation. Contractor shall maintain at the job site a complete set of shop drawings bearing Engineer's stamp.
- C. Substitutions: In the event Contractor obtains Engineer's acceptance for use of products other than those listed first in Contract Documents, Contractor shall, at Contractor's own expense and using methods accepted by Engineer, make any changes to structures, piping and electrical work necessary to accommodate these products.
- D. Use of "No Exceptions Taken" or "Furnish as Corrected" notation on shop drawings or other submittals is general and shall not relieve Contractor of the responsibility of furnishing products of proper dimension, size, quality, quantity, materials, all performance characteristics, and to efficiently perform requirements and intent of Contract Documents. Engineer's review shall not relieve Contractor of the responsibility of errors of any kind on shop drawings. Review is intended only to assure conformance with design concept of the project and compliance with information given in Contract Documents.

1.15 SUBMITTAL CHECKLIST

- A. This checklist is not necessarily complete. Contractor is responsible to submit all items and materials as specified in each section.

31 25 00 - Erosion and Sedimentation Controls					
	Silt Fence				
	Temporary Porous Baffles				
	Temporary Floating Skimmer				
31 37 00 - Rip-Rap					
	Stone				
	Filter Fabric				
33 40 00 - Storm Drainage Utilities					
	Ductile Iron Pipe				
	Gaskets				
	Filter Fabric				

32 92 00 - Turf and Grasses					
	Seed Mix – Temporary				
	Seed Mix – Permanent				
	Fertilizer				
	Lime				

PART 2 – PRODUCTS

Not Used.

PART 3 – EXECUTION

Not Used.

END OF SECTION

INDEX TO
SECTION 01 45 00 – QUALITY CONTROL

Paragraph	Title	Page
PART 1 – GENERAL		
1.1	Section Includes	01 45 00 –1
1.2	Related Sections	01 45 00 –1
1.3	Quality Assurance – Control of Installation	01 45 00 –1
1.4	Tolerance	01 45 00 –1
1.5	References and Standards	01 45 00 –2
1.6	Testing Services	01 45 00 –2
1.7	Manufacturer's Field Services	01 45 00 –3
PART 2 – PRODUCTS		
	Not Used	
PART 3 – EXECUTION		
3.1	Examination	01 45 00 –3
3.2	Preparation	01 45 00 –3

SECTION 01 45 00**QUALITY CONTROL****PART 1 – GENERAL****1.1 SECTION INCLUDES**

- A. Quality assurance – control of installation.
- B. Tolerances
- C. References and standards.
- D. Testing laboratory services.
- E. Manufacturer's field services.

1.2 RELATED SECTIONS

- A. Section 01 45 23 – Testing and Inspecting Services.

1.3 QUALITY ASSURANCE – CONTROL OF INSTALLATION

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

1.4 TOLERANCES

- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.

- B. Comply with manufacturer's tolerances. Should manufacturer's tolerances conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.
- C. Adjust products to appropriate dimensions and position before securing in place.
- D. Accessible routes shall not exceed maximum ADA allowable slopes.

1.5 REFERENCES AND STANDARDS

- A. For products or workmanship specified by association, trade, or other consensus standards, complies with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard by date of issue current with date specified in the individual specification sections, except where a specific date is established by code.
- C. Obtain copies of standards where required by product specification sections.
- D. Neither the contractual relationships, duties, nor responsibilities of the parties in Contract or those of the Architect/Engineer shall be altered from the Contract Documents by mention or inference otherwise in any reference document.

1.6 TESTING SERVICES

- A. Owner will appoint, employ, and pay for specified services of an independent firm to perform testing. Contractor shall pay for all retesting of failed tests.
- B. The independent firm will perform tests and other services specified in individual specification sections and as required by the Owner.
- C. Testing and source quality control may occur on or off the project site. Perform off-site testing as required by the Owner.
- D. Reports will be submitted by the independent firm to the Engineer, Contractor, and Owner, indicating observations and results of tests and indicating compliance or non-compliance with Contract Documents.
- E. Cooperate with independent firm; furnish samples of materials, design mix, equipment, tools, storage, safe access, and assistance by incidental labor as requested.
 - 1. Notify Architect/Engineer and independent firm 48-hours prior to expected time for operations requiring services.
 - 2. Make arrangements with independent firm and pay for additional samples and tests required for Contractor's use.
- F. Testing does not relieve Contractor to perform Work to contract requirements.

- G. Re-testing required because of non-conformance to specified requirements shall be performed by the same independent firm on instructions by the Engineer. Payment for re-testing will be made by the Contractor.

1.7 MANUFACTURER'S FIELD SERVICES

- A. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, and to initiate instructions when necessary.
- B. Submit qualifications of observer to Architect/Engineer thirty (30) days in advance of required observations. Observer subject to approval of Engineer and Owner.
- C. Report observations and site decisions or instructions given to applicators or installers supplemental or contrary to manufacturer's written instructions.
- D. Submit report in duplicate within fifteen (15) days of observation to Engineer and Owner for information.

PART 2 – PRODUCTS

Not Used

PART 3 – EXECUTION

3.1 EXAMINATION

- A. Verify existing site conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.
- B. Verify existing substrate is capable of structural support or attachment of new Work being applied or attached.
- C. Examine and verify specific conditions described in individual specification sections.
- D. Verify utility services are available, of the correct characteristics, and in the correct locations.

3.2 PREPARATION

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

END OF SECTION

INDEX TO
SECTION 01 45 23
TESTING AND INSPECTING SERVICES

Paragraph	Title	Page
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1.1	Section Includes	01 45 23-1
1.2	Related Sections	01 45 23-1
1.3	References	01 45 23-1
1.4	Selection and Payment	01 45 23-2
1.5	Quality Assurance	01 45 23-2
1.6	Contractor Submittal	01 45 23-2
1.7	Testing Agency Responsibilities	01 45 23-2
1.8	Testing Agency Reports	01 45 23-3
1.9	Limits on Testing Authority	01 45 23-3
1.10	Contractor Responsibilities	01 45 23-3
1.11	Schedule of Tests	01 45 23-4

PART 2 – PRODUCTS

Not Used

PART 3 – EXECUTION

Not Used

SECTION 01 45 23**TESTING AND INSPECTING SERVICES****PART 1 – GENERAL****1.1 SECTION INCLUDES**

- A. Selection and payment.
- B. Contractor submittals.
- C. Testing agency responsibilities.
- D. Testing agency reports.
- E. Limits on testing authority.
- F. Contractor responsibilities.
- G. Schedule of tests.

1.2 RELATED SECTIONS

- A. Testing and acceptance required by public authorities.
- B. Section 01 45 00 – Quality Control.

1.3 REFERENCES (LATEST REVISION)

- A. ASTM C 802 – Practice for Conducting an Interlaboratory Test Program to Determine the Precision of Test Methods for Construction Materials.
- B. ASTM C 1077 – Practice for Laboratories Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Laboratory Evaluation.
- C. ASTM C 1093 – Practice for Accreditation of Testing Agencies for Masonry.
- D. ASTM D 3740 – Practice for Minimum Requirements for Agencies Engaged in Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction.
- E. ASTM D 4561 – Practice for Quality Control Systems for Organizations Producing and Applying Bituminous Paving Materials.
- F. ASTM E 329 – Specification for Agencies Engaged in Construction Inspection and/or Testing.
- G. ASTM E 543 – Practice for Agencies Performing Nondestructive Testing.
- H. ASTM E 548 – Guide for General Criteria Used for Evaluating Laboratory Competence.

- I. ASTM E 699 – Practice for Evaluation of Agencies Involved in Testing, Quality Assurance, and Evaluating of Building Components.

1.4 SELECTION AND PAYMENT

- A. Owner will employ and pay for services of an independent testing agency or laboratory to perform specified testing. Contractor shall pay for all retesting of failed tests.
- B. Employment of testing agency or laboratory in no way relieves Contractor of obligation to perform Work in accordance with requirements of Contract Documents.

1.5 QUALITY ASSURANCE

- A. Comply with requirements of practices listed in paragraph 1.3.
- B. Laboratory: Authorized to operate in State in which project is located.
- C. Laboratory Staff: Maintain a full-time registered Engineer on staff to review services.
- D. Testing Equipment: Calibrated at reasonable intervals with devices of an accuracy traceable to either National Bureau of Standards or accepted values of natural physical constants.

1.6 CONTRACTOR SUBMITTALS

- A. Prior to start of Work, submit testing laboratory name, address, and telephone number, and names of full-time registered Engineer and responsible officer.
- B. Submit copy of report of laboratory facilities inspection made by Materials Reference Laboratory of National Bureau of Standards during most recent inspection, with memorandum of remedies of any deficiencies reported by the inspection.

1.7 TESTING AGENCY RESPONSIBILITIES

- A. Provide qualified personnel at site. Cooperate with Engineer and Contractor in performance of services.
- B. Perform specified testing in accordance with specified standards.
- C. Ascertain compliance with requirements of Contract Documents.
- D. Promptly notify Engineer and Contractor of observed irregularities or non-conformance of Work or products.
- E. Perform additional tests required by Engineer.
- F. Attend preconstruction meetings and progress meetings.

1.8 TESTING AGENCY REPORTS

- A. After each test, promptly submit two (2) copies of report to Engineer, Owner, and to Contractor.

- B. Include:
1. Date issued.
 2. Project title and number.
 3. Name of inspector.
 4. Date and time of inspection.
 5. Identification of specifications section.
 6. Location in the Project.
 7. Type of inspection or test.
 8. Date of test.
 9. Results of tests.
 10. Conformance with Contract Documents.
- C. When requested by Engineer, provide interpretation of test results.

1.9 LIMITS ON TESTING AUTHORITY

- A. Agency or laboratory may not release, revoke, alter, or enlarge on requirements of Contract Documents.
- B. Agency or laboratory may not approve or accept any portion of the Work.
- C. Agency or laboratory may not assume any duties of Contractor.
- D. Agency or laboratory has no authority to stop the Work.

1.10 CONTRACTOR RESPONSIBILITIES

- A. Provide incidental labor and facilities:
 1. To provide access to Work to be tested.
 2. To facilitate tests.
- D. Notify Engineer and laboratory 48-hours prior to expected time for operations requiring testing services.
- E. Employ services of an independent qualified testing laboratory, arrange with laboratory and pay for additional samples and tests required by Contractor beyond specified requirements, at no additional cost to Owner.

1.11 SCHEDULE OF TESTS

Section	Test	Frequency	Date	Performed By	Notes
31 00 00 – Earthwork					
	Proof roll	Grading limits as outlined on the construction plans			

Section	Test	Frequency	Date	Performed By	Notes
33 40 00 - Storm Drainage Utilities					
	Compaction				
	Non-Traffic	1 per 500 lf or less for each 6 ft. of depth			

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

INDEX TO
SECTION 01 55 26 – TRAFFIC CONTROL

Paragraph	Title	Page
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1.2	Related Work	01 55 26-1
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3.1	Erection	01 55 26-2
3.2	Delays to Traffic	01 55 26-2
3.3	Temporary Traffic Lanes	01 55 26-2
3.4	Signs and Barricades	01 55 26-2

SECTION 01 55 26

TRAFFIC CONTROL

PART 1 – GENERAL

1.1 DESCRIPTION

- A. This section covers furnishing, installation, and maintenance of all traffic control devices, portable signal equipment, warning signs, and temporary traffic lanes used during construction of the project.

1.2 RELATED WORK

- A. Section 33 10 00 – Water Utilities
- B. Section 33 30 00 – Sanitary Sewerage Utilities
- C. Section 33 40 00 – Storm Drainage Utilities

1.3 RESPONSIBILITY

- A. The Contractor shall furnish, install, and maintain all necessary automated signals, barricades, concrete traffic barriers, warning signs, traffic barriers, traffic lanes, and other protective devices. Ownership of these temporary warning devices shall remain with the Contractor provided devices are removed promptly after completion and acceptance of work to which devices pertain. If such warning devices are left in place for more than 30-days after specified time for removal, Owner shall have the right to remove such devices and to claim possession thereof.

1.4 MEASUREMENT AND PAYMENT

- A. There will be no measurement for this item. Payment shall be included in the items that traffic control pertains to.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. All barricades signs, and traffic control signal devices shall conform to requirements of the current Manual on Uniform Traffic Control Devices except as may be modified in these project specifications.
- B. Portable traffic control signal devices, barricades, signs and other Control Devices shall be either new or in acceptable condition when first erected on Project and shall remain in acceptable condition throughout the construction period.
- C. All signs shall have a black legend and border on an orange reflectorized background and will be a minimum of engineering grade reflective.

PART 3 – EXECUTION

3.1 ERECTION

- A. Prior to commencement of any actual construction on the project, Contractor shall erect appropriate advance warning signs and place concrete traffic barriers where necessary. Subsequently, as construction progresses and shifts from one side of road to the other, temporary lanes must be installed to provide continuous two-way traffic and bike thoroughfare. All appropriate signs and traffic control devices pertinent to the work shall be erected ahead of construction site to advise and warn travelling public of activity and any necessary detours.

3.2 DELAYS TO TRAFFIC

- A. Except in rare and unusual circumstances, two-way traffic shall be maintained at all times by temporary and/or permanent roads. There are to be no traffic delays during the hours between 7 AM – 10 AM and 4 PM – 10 PM. Between the hours of 10 AM and 4 PM the maximum delay is to be 15-minutes.
- B. When traffic is halted temporarily due to transition procedures including the ingress and egress of construction vehicles, Contractor shall provide necessary flagging personnel with proper equipment and clothing to hold such traffic.
- C. If Contractor's proposed traffic control plan involves more than occasional disruption to alternating one-way traffic through the work, then temporary, signalized control equipment will be required.

3.3 TEMPORARY TRAFFIC LANES

- A. Two-lane traffic shall be maintained at all times unless prior written permission has been given and all necessary flagging personnel and/or signage has been installed. Temporary lane line stripes shall be applied to the detour paving, as agreed to by Engineer and Owner's representative. The no-passing double center-line stripes shall be yellow. Such stripes shall be a temporary, degradable, reflectorized tape strip. All temporary striping shall be maintained throughout the period traffic control is needed.
- B. Contractor is responsible for installation and removal of all temporary roads and trails throughout the construction process. These detour roads are to be in accordance with the Pavement Specifications herein.

3.4 SIGNS AND BARRICADES

- A. Contractor shall provide a detailed map showing location and verbiage of all traffic control signs and methods for the project. All critical warning signs for the project will be a minimum of engineering grade reflective material and include appropriate flashing lights.
- B. Appropriate Safety Barricades shall be installed between bicycle trails, sidewalks, and the temporary traffic lanes. These barricades shall be impact resistant for passenger vehicles with a travelling speed of 40 mph.

1. Advance warning signs: These signs shall be placed approximately 500-feet in advance of the construction site and detour on each approach to the construction area with subsequent warning signs every 250-feet, until construction site is met.
2. Barricades: While detour is open to traffic, a line of concrete traffic barricades shall be placed across the closed roadway to channelize traffic onto detour. They shall be spaced across the blocked roadway end to end so no vehicle will be able to pass between any two adjacent barricades.
3. Barriers: Shall be wooden having a minimum of 3 horizontal 6-inch rails spaced 20-inches on center. Markings for barrier rails shall be 6-inches wide alternate orange and white reflectorized stripes sloping downward at 45-degrees in the direction traffic is to pass.
4. During hours of darkness, the Contractor shall place and maintain flashing warning lights on tops of all barriers.
5. Direction Arrow Signs: At each change in traffic direction along the detour, Contractor shall install a sign with an arrow indicating change in traffic direction. This sign is to be located across the pavement from and facing on-coming traffic.
6. End Construction Sign: This sign shall be 60-inches x 24-inches and erected approximately 200-feet beyond end of construction area on the right-hand side.

END OF SECTION

INDEX TO
SECTION 01 77 00 – CLOSEOUT PROCEDURES

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1.4	Final Cleaning	01702-1
1.5	Adjusting – Omitted	01702-1
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1.7	Operation and Maintenance Data – Omitted	01702-2
1.8	Spare Parts and Maintenance Products – Omitted	01702-2
1.9	Warranties and Bonds	01702-2
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1.11	Maintenance Service – Omitted	01702-3

PART 2 – PRODUCTS

Not Used

PART 3 – EXECUTION

Not Used

SECTION 01 77 00
CLOSEOUT PROCEDURES

PART 1 – GENERAL

1.1 SECTION INCLUDES

- A. Closeout procedures.
- B. Project record documents.
- C. Operation and maintenance data.
- D. Warranties and bonds.
- E. Maintenance service.

1.2 RELATED SECTIONS

- A. Section 01 33 00 - Submittal Procedures.
- B. Section 01 78 36 - Warranties.
- C. Section 01 78 33 – Bonds.

1.3 CLOSEOUT PROCEDURES

- A. Submit written verification Contract Documents being reviewed, Work has been observed at appropriate times, and Work is complete in accordance with Contract Documents and ready for Engineer's review.
- B. Provide submittals to Engineer required by governing or other authorities.
- C. Provide Stormwater Asbuilts to Engineer required by governing or other authorities.
- D. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.

1.4 FINAL CLEANING

- A. Execute final cleanup prior to final project assessment.
- B. Remove waste and surplus materials, rubbish, and construction facilities from the site.
- C. Remove all silt fence and detention pond floating skimmer.

1.5 ADJUSTING

OMITTED

1.6 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
 - 1. Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Change Orders and other modifications to the Contract.
 - 5. Reviewed Shop Drawings, Product Data, and Samples.
 - 6. Manufacturer's instruction for assembly, installation, and adjusting.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress.
- E. Equipment Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
 - 1. Manufacturer's name and product model and number.
 - 2. Product substitutions or alternates utilized.
 - 3. Changes made by Addenda and modifications.
- F. Project Record Drawings: Legibly mark each item to record actual construction including:
 - 1. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 - 2. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
 - 3. Where proposed and existing utilities cross, the Contractor shall measure and record the horizontal location and vertical separation between each crossing. Separation shall be measured between exteriors and pipes.
 - 4. Field changes of dimension and detail.
 - 5. Details not on original Contract drawings.
- G. Submit documents to Engineer prior to claim for final Application for Payment.

1.7 OPERATION AND MAINTENANCE DATA

OMITTED

1.8 SPARE PARTS AND MAINTENANCE PRODUCTS

OMITTED

1.9 WARRANTIES AND BONDS

- A. Provide duplicate notarized copies.
- B. Execute and assemble transferable warranty documents from Subcontractors, suppliers, and manufacturers.
- C. Provide Table of Contents and assemble in three D side ring binder with durable plastic cover.
- D. Submit prior to final Application for Payment.
- E. For items of Work delayed beyond date of Substantial Completion, provide updated submittal within 10 [ten] days after acceptance, listing date of acceptance as start of warranty period.

1.11 MAINTENANCE SERVICE

OMITTED

PART 2 – PRODUCTS

Not Used

PART 3 – EXECUTION

Not Used

END OF SECTION

INDEX TO
SECTION 01 78 33 – BONDS

Paragraph	Title	Page
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1.4	Preparation of Submittals	01741-1
1.5	Time of Submittals	01741-2
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PART 2 – PRODUCTS

Not Used

PART 3 – EXECUTION

Not Used

SECTION 01 78 33

BONDS

PART 1 – GENERAL

1.1 SECTION INCLUDES

- A. Preparation and submittal of bonds.
- B. Time and schedule of submittals.

1.2 RELATED SECTIONS

- A. Documents 00 11 16 - Invitation to Bid and 00 21 13 - Instructions to Bidders.
- B. Document General Conditions - EJCDC: Performance bond and labor and material payment bonds.
- C. Section 01 77 00 Closeout Procedures: Contract closeout procedures.
- D. Individual Specifications Sections: Bonds required for specific Products or Work.

1.3 FORM OF SUBMITTALS

- A. Bind in commercial quality 8-1/2 x 11 three D side ring binders with durable plastic covers.
- B. Cover: Identify each binder with typed or printed title BONDS with title of Project; name, address and telephone number of Contractor and equipment supplier; and name of responsible company principal.
- C. Table of Contents: Neatly typed, in the sequence of the Table of Contents of the Project Manual, with each item identified with the number and title of the specification section in which specified, and the name of Product or work item.
- D. Separate each bond with index tab sheets keyed to the Table of Contents listing. Provide full information, using separate typed sheets as necessary. List Subcontractor, supplier, and manufacturer, with name, address, and telephone number of responsible principals.

1.4 PREPARATION OF SUBMITTALS

- A. Obtain bonds executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within ten (10) days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of bond until the Date of Substantial completion is determined.
- B. Verify documents are in proper form, contain full information, and are notarized.
- C. Co-execute submittals when required.

- D. Retain bonds until time specified for submittal.

1.5 TIME OF SUBMITTALS

- A. Make other submittals within ten (10) days after Date of Substantial Completion, prior to final Application for Payment.
- B. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within ten (10) days after acceptance, listing the date of acceptance as the beginning of the bond period.

1.6 SCHEDULE OF SUBMITTALS

OMITTED

PART 2 – PRODUCTS

Not Used

PART 3 – EXECUTION

Not Used

END OF SECTION

INDEX TO
SECTION 01 78 36 – WARRANTIES

Paragraph	Title	Page
PART 1 – GENERAL		
1.1	Section Includes	01740-1
1.2	Related Sections	01740-1
1.3	Form of Submittals	01740-1
1.4	Preparation of Submittals	01740-1
1.5	Time of Submittals	01740-2
1.6	Schedule of Submittals – Omitted	01740-2

PART 2 – PRODUCTS

Not Used

PART 3 – EXECUTION

Not Used

SECTION 01 78 36

WARRANTIES

PART 1 – GENERAL

1.1 SECTION INCLUDES

- A. Preparation and submittal of warranties.
- B. Time and schedule of submittals.

1.2 RELATED SECTIONS

- A. General Conditions - EJCDC: Warranties and correction of work.
- B. Section 01 77 00 Closeout Procedures: Contract closeout procedures.
- C. Individual Specifications Sections: Warranties required for specific Products or Work.

1.3 FORM OF SUBMITTALS

- A. Bind in commercial quality 8-1/2 x 11 three D side ring binders with durable plastic covers.
- B. Cover: Identify each binder with typed or printed title WARRANTIES with title of Project; name, address and telephone number of Contractor and equipment supplier; and name of responsible company principal.
- C. Table of Contents: Neatly typed, in the sequence of the Table of Contents of the Project Manual, with each item identified with the number and title of the specification section in which specified, and the name of Product or work item.
- D. Separate each warranty with index tab sheets keyed to the Table of Contents listing. Provide full information, using separate typed sheets as necessary. List Subcontractor, supplier, and manufacturer, with name, address, and telephone number of responsible principals.

1.4 PREPARATION OF SUBMITTALS

- A. Obtain warranties executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within ten (10) days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until the Date of Substantial completion is determined.
- B. Verify documents are in proper form, contain full information, and are notarized.
- C. Co-execute submittals when required.
- D. Retain warranties until time specified for submittal.

1.5 TIME OF SUBMITTALS

- A. Make other submittals within ten (10) days after Date of Substantial Completion, prior to final Application for Payment.
- B. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within ten (10) days after acceptance, listing the date of acceptance as the beginning of the warranty period.

1.6 SCHEDULE OF SUBMITTALS

OMITTED

PART 2 – PRODUCTS

Not Used

PART 3 – EXECUTION

Not Used

END OF SECTION

SECTION 02 30 00
SUBSURFACE INVESTIGATION

Paragraph	Title	Page
PART 1 – GENERAL		
1.1	Description	02 30 00-1
1.2	Soil Investigation Data	02 30 00-1

PART 2 – PRODUCTS

See attached report.

PART 3 – EXECUTION

None in this Section

SECTION 02 30 00

SUBSURFACE INVESTIGATION

PART 1 – GENERAL

1.1 DESCRIPTION

- A. This section includes subsurface data logs for information only.

1.2 SOIL INVESTIGATION DATA

- A. Subsurface data logs are available for information only. Actual conditions may vary. If bidders are not satisfied with accuracy and completeness of all available data, they are at liberty to make borings or perform soil investigation work for their own use at its expense. If Contractor chooses to perform their own investigation, work shall be coordinated with the Engineer. Any results from Contractor's investigation shall be shared promptly with the Engineer. Owner reserves the right to share Contractor's investigation data with other potential bidders if information could affect bidding process.
- B. The boring logs and test results are for information of the Contractor. Owner and Engineer assume no responsibility for the information.

PART 2 – PRODUCTS

See attached report.

PART 3 – EXECUTION

None this Section.

END OF SECTION

Geotechnical Engineering Report

Calhoun County Speculative Building

Sirens Lane

Gaston, South Carolina

February 13, 2017

Terracon Project No. 73165135

Prepared for:

Thomas & Hutton

Columbia, South Carolina

Prepared by:

Terracon Consultants, Inc.

Columbia, South Carolina

Offices Nationwide
Employee-Owned

Established in 1965
terracon.com

Terracon

Geotechnical ■ Environmental ■ Construction Materials ■ Facilities

February 13, 2017



Thomas & Hutton
PO Box 7608
Columbia, South Carolina 29202

Attn: Mr. Ross Oakley, PE

Re: Geotechnical Engineering Report
Calhoun County Speculative Building
Gaston, South Carolina
Terracon Project No. 73165135

Dear Mr. Oakley:

Terracon Consultants, Inc. (Terracon) has completed the geotechnical engineering services for the above referenced project. This study was performed in general accordance with our Proposal No. P73165135.R1, dated September 6, 2016 and authorized by T&H Sub-consultant Agreement dated September 9, 2016.

This report presents the findings of the subsurface exploration and provides geotechnical recommendations concerning earthwork and the design and construction of foundations, floor slabs, retaining walls, and pavements for the proposed project.

We appreciate the opportunity to be of service to you on this project. If you have any questions concerning this report or we may be of further service, please contact us.

Sincerely,
Terracon Consultants, Inc.

Rajshekhar Sarkar
Geotechnical Staff Engineer

Phillip A. Morrison, P.E.
Geotechnical Department Manager
SC Registration No. 17275

Attachments:

Copies: Addressee (1 via email)
File (1)



Terracon Consultants, Inc. 521 Clemson Road Columbia, South Carolina 29229

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Geotechnical



Environmental



Construction Materials



Facilities

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EXECUTIVE SUMMARY

A geotechnical investigation has been performed for the proposed Calhoun County Speculative Building to be constructed in the I-26 Industrial Park in Gaston, South Carolina. Fifteen borings, designated B-1 through B-15, were performed to depths of approximately 10 to 25 feet below the existing ground surface. Based on the information obtained from our subsurface exploration, the site can be developed for the proposed project. The following geotechnical considerations were identified:

- The surficial site soils generally consist of about 3 feet of very loose to loose silty sands overlying medium dense silty/clayey sands with interbedded layers of very stiff silts (see Borings B-2 and B-10).
- A large area of existing fill is present along Sirens Lane. Based on our boring data and comparing the provided topographic information to the available USGS data, the fill depth is up to 20 feet thick. The existing fill is loose to medium dense silty sand and clayey sand at the borings.
- As most all of the surficial soils are very loose to loose, it should be expected that subgrade repairs will be needed to prepare the site for fill placement and floor slab/pavement support. As these soils contain a moderate fines content, in-place densification/compaction of the subgrade may not fully improve the layer to the needed depths. In areas that remain unstable after surficial reworking, it will be necessary to remove the upper portion of the loose layer to expose the lower portion to compactive effort. The excavated soils can then be replaced in thin compacted lifts.
- Groundwater was encountered in Borings B-2, B-3 and B-6 at depths ranging from 2 to 3-½ feet below existing site grades. This may indicate a perched water condition in the loose sands above the medium dense clayey soils. Temporary dewatering may be needed should excavations reach depths near the noted water levels.
- The building can be supported on conventional shallow spread footings bearing on densified native soils, or new compacted structural fill.
- Based on the 2015 International Building Code, a seismic site class of C can be used for this site.

Close monitoring of the construction operations discussed herein will be critical in achieving the design subgrade support. We therefore recommend that the Terracon be retained to monitor this portion of the work.

This summary should be used in conjunction with the entire report for design purposes. It should be recognized that details were not included or fully developed in this section, and the report must be read in its entirety for a comprehensive understanding of the items contained herein. The section titled **GENERAL COMMENTS** should be read for an understanding of the report limitations.

GEOTECHNICAL ENGINEERING REPORT CALHOUN COUNTY SPECULATIVE BUILDING GASTON, SOUTH CAROLINA

Terracon Project No. 73165135
February 13, 2017

1.0 INTRODUCTION

This report presents the results of our geotechnical engineering services performed for the proposed speculative industrial building to be constructed on the east side of Sirens Lane across from Starbucks Facility within the I-26 Industrial Park in Calhoun County, South Carolina. The purpose of these services is to provide information and geotechnical engineering recommendations relative to:

- subsurface soil conditions
- earthwork
- seismic considerations
- lateral earth pressure
- groundwater conditions
- foundation design and construction
- floor slab design and construction
- pavements design and construction

Our geotechnical engineering scope of work for this project included the advancement of fifteen test borings to depths ranging from approximately 10 to 25 feet below existing site grades. Logs of the borings, the Site Location Map and the Boring Location Plan are included in Appendix A of this report. The results of the laboratory testing performed on soil samples obtained from the site during the field exploration are included in Appendix B of this report. Descriptions of the field exploration and laboratory testing are included in their respective appendices.

2.0 PROJECT DESCRIPTION

2.1 Project Description

ITEM	DESCRIPTION
Site layout	Refer to the Boring Location Plan (Exhibit A-3 in Appendix A).
Structures	The proposed building consists of 100,000 square feet of speculative manufacturing space with associated pavements. Two additional building expansions (Phases 2 and Phase 3) are also considered. Each is also 100,000 square feet.
Building construction (assumed)	Steel-framed building with a concrete slab-on-grade. The exterior is presumed to be either tilt-up concrete panels or metal siding.
Finished floor elevation	Based on the information provided by Thomas and Hutton, the finished

Geotechnical Engineering Report

Calhoun County Speculative Building ■ Gaston, South Carolina

February 13, 2017 ■ Terracon Project No. 73165135



ITEM	DESCRIPTION
	floor elevation will be 206 feet.
Maximum loads	Not provided. Column loads are assumed to be 100 kips or less and wall loads 2 to 4 kips/ft., depending on the wall type. Floor loads are assumed to be less than 250 psf.
Grading	Based on the provided finished floor elevation, the general grading scheme will include fills of up to 12 feet in the Phase I building area. Shallow cuts will be needed around the building to the north, east and west for the parking areas and drives. The noted soil stockpile is present along Sirens Lane in front of Phases 2 and 3. Up to 20 feet of cut may be necessary to reach the noted finished floor elevation in this area.
Cut and fill slopes	Based on the provided Erosion Control Plan (Sheet EC3.1), the slope inclinations are no steeper than 3H:1V (Horizontal to Vertical).
Pavements	An 88-space parking area on the north side of the building. Truck courts are planned on the east and west sides of the building.
Detention/Retention	Based on the overall development plan, a detention pond is planned west of the Phase 1 building. Another is planned south of the Phase 3 building. The temporary erosion control plans indicate another detention pond in the southeast corner of the site.

2.2 Site Location and Description

ITEM	DESCRIPTION
Location	As shown in Exhibit A-2, the site is located in the I-26 Industrial Park in Gaston, SC. Specifically, the site is located on the east side of Sirens Lane across from the Starbuck's facility. The site covers about 29 acres with the first phase covering about one half of the site.
Existing improvements	The majority of the site is generally undeveloped. A section of the site along Sirens Lane contains a large berm of soil. The berm starts within the footprint of Phase I extends through Phase III. Its total length is about 1,200 feet and its width is up to 250 feet.
Current ground cover	Grass in the open area (stockpiled berm) and wooded with moderate sized pines and hardwoods in the northern portion of the building area.
Existing topography	Based on our field observations, the site has a hillside topography with a few ridges and valleys. The surface elevations range from 227 feet at the top of the existing berm to about 175 feet at the southeast corner of the property. A 2 feet deep drainage ditch was observed at the center of the property running parallel to Sirens Lane. The ditch had about 6 inches of standing water during our site reconnaissance.

ITEM	DESCRIPTION
Existing utilities	Underground utility lines including sewer and power lines were marked along Sirens Lane.

3.0 SUBSURFACE CONDITIONS

3.1 Geology

The site is located in the upper Coastal Plain physiographic province of South Carolina. The Coastal Plain is a wedge-shaped cross-section of water and wind deposited soil. Its thickness ranges from a featheredge at the surface contact of the Piedmont (Fall Line) to several thousand feet at the present day coastline. The sediments range in age from the Cretaceous and Tertiary periods at the contact with the bedrock to the recent period at the present coastline. The sediments include clays, silts, sands, and gravels, as well as organics.

Fill soils are those soils that have been placed or reworked in conjunction with past construction grading or farming. Fill can be composed of different soil types from various sources and can contain debris from building demolition, organics, topsoil, trash, etc. The engineering properties of the fill depend primarily on its composition, density, and moisture content.

3.2 Typical Subsurface Profile

Specific conditions encountered at each boring location are indicated on the individual boring logs included in Appendix A of this report. Stratification boundaries on the boring logs represent the approximate location of changes in soil types; in situ, the transition between materials may be gradual. Based on the results of the borings, subsurface conditions on the project site can be generalized as follows:

Description	Approximate Depth to Bottom of Stratum (feet)	Material Encountered	Consistency/Density
Surface	2 to 3 inches	Topsoil	N/A
Stratum 1	3	Silty/Clayey sand	Very loose to loose
Stratum 2	20 ¹	Silty/Clayey sand	Medium dense

1. Very stiff silts were observed in Borings B-2 a depth of 8 to 17 feet and in Borings B-10 at a depth of 3 to 8 feet. Termination depth for Borings B-1 through B-8.

Based on Borings B-3, B-13, B-14 and B-15, the berm along Sirens Lane consists of up to 19 feet of existing fill. The existing fill is comprised of silty/clayey sands with general loose to medium dense relative density. Below the existing fill, very loose to medium dense Coastal

plain soils were encountered, similar to the profile in the other explored areas of the site. Laboratory tests were conducted on selected soil samples and the test results are presented in Appendix B. The standard Proctor tests performed on composite samples from the upper 10 feet from Borings B-13, B-14 and B-15 indicated that the optimum moisture content of the soils range between 10.3 and 10.9 percent. In-situ moisture contents of these tested samples were between 11 to 13 percent, near to slightly wet of the noted optimum values.

3.3 Groundwater Conditions

Stabilized groundwater was encountered in Borings B-2, B-3 and B-6 at depths of approximately 2 to 3-½ feet below the existing ground surface. The groundwater conditions may be a perched water condition in the very loose to loose silty sands above the medium dense clayey sands. The remaining borings did not encounter groundwater to the depths drilled.

These observations represent groundwater conditions at the time of the field exploration and may not be indicative of other times, or at other locations. Groundwater conditions can change with varying seasonal and weather conditions, and other factors.

4.0 RECOMMENDATIONS FOR DESIGN AND CONSTRUCTION

4.1 Geotechnical Considerations

The boring data indicates soil conditions are generally compatible with the proposed development. The building can be supported by a shallow foundation system, presuming the foundations are supported by firm native soils, or new compacted structural fill. The on-site excavated soils should be satisfactory for use as structural fill, including soils located within the large soil stockpile berm based on data collected from Borings B-3, B-13, B-14 and B-15. However, there were a few conditions were identified by the borings that should be considered in the planning of the development.

Near Surface Soils: The primary issue from a geotechnical standpoint will likely be the presence of very loose surficial soils present throughout the majority of the site. Removal of the stumps and roots associated with the moderately dense tree growth in the northern portion of the site will further loosen these soils. In the areas where grading activities will not remove these materials (at-grade and fill areas), remedial work will be needed to improve their condition for subsequent fill placement and pavement/floor slab support. As the fines contents of the soils are moderate (12 to 31 percent fines), in-place densification may not improve the soil greater about than 1 foot deep. Where unstable subgrade conditions persist, partial undercutting to expose the lower portion of the layer may be necessary. The excavated soils can likely be reused as structural fill in these cases, though moisture

conditioning may be needed. Such activities should be expected as part of the site preparation.

Existing Fill: As indicated by the soil borings, four borings (B-3, B-13, B-14 and B-15) were drilled in the material stockpile located along the east side of Sirens Lane. We understand the material is being considered as an on-site fill to grade the future parking and loading dock areas. These soils should be satisfactory for use as structural fill however some moisture conditioning (drying of the soil) should be expected based on our testing of the material. Given the size of the stockpile and the limited scope of testing performed, additional fieldwork should be considered to further define the type and extent of soils within the stockpile.

The provided grading plan will not completely remove the existing fill mass. However, we recommend that its removal be considered as there are no records available regarding the placement of the existing fill (density testing, subgrade preparation etc.) and the data collected from the borings indicate the existing conditions are variable. There is an inherent risk associated with constructing pavements/buildings over areas containing uncontrolled existing fill. These include the elevated potential for detrimental post-construction settlement that could result in distress in the pavement/building. Further, the surficial native soils below the fill is loose similar to the conditions observed in the borings elsewhere on the site. These soils should be repaired to carry the buildings' structural loads.

Shallow Groundwater: Groundwater was recorded in Borings B-2, B-3 and B-6 at depths of about 2 to 3-½ feet below the existing ground surface. As the site's soil profile includes shallow loose sand over medium dense clayey sands, these observed groundwater conditions may be perched water. Nevertheless, such shallow groundwater levels will likely influence both subgrade preparation activities and utility installation. We recommend that a comprehensive site drainage plan should be developed and implemented to limit the adverse impacts groundwater and surface flow will have on construction activities. This will likely entail perimeter ditching and potentially french drains to adequately drain the site and direct stormwater flow to a storm drain system. This plan can be developed once the final grading and storm drainage plans are completed.

In the following sections of this report, we have provided geotechnical engineering recommendations for the noted foundation systems as well as floor slabs, and pavements. The recommendations contained in this report are based upon the results of data presented herein, engineering analyses, and our current understanding of the proposed project.

4.2 Earthwork

The following presents recommendations for site preparation, excavation, subgrade preparation and placement of engineered fills on the project. The recommendations presented for design and construction of earth supported elements including foundations,

retaining walls, slabs and pavements are contingent upon following the recommendations outlined in this section. All grading for each structure should incorporate the limits of the proposed structure plus five feet beyond proposed perimeter building walls and any exterior columns.

Earthwork on the project should be observed and evaluated by Terracon. The evaluation of earthwork should include observation and testing of engineered fill, subgrade preparation, foundation bearing soils, and other geotechnical conditions exposed during the construction of the project.

4.2.1 Site Preparation

Much of the construction area is wooded (or timbered), requiring clearing and grubbing activities to prepare it for mass grading. Clearing can, for the most part, be accomplished using conventional equipment. Small potholes and disturbed areas will be created throughout the subgrade in the course of removing the stumps and rootmat. These areas are sometimes “leveled” in the process of cleaning the site in preparation for grading, generally without receiving adequate compaction. We recommend that the subgrade be uniformly root-raked to better fill the holes and remove any voids as well as to further remove any remaining heavy roots associated with the stumps. The subgrade can then be uniformly compacted as described in Section 4.2.4 of this report.

In the proposed structural areas, topsoil, stumps, large root systems, and any other unsuitable materials should be stripped and removed. Topsoil thickness ranged from 3 to 4 inches as depicted by the borings. Stripping depths between our boring locations and across the site could vary considerably as such we recommend actual stripping depths be evaluated by a representative of Terracon during construction to aid in preventing removal of excess material. The stripping should extend at least 10 feet beyond the construction limits. Stripped materials consisting of vegetation and organic materials should be wasted off site, or used to vegetate landscaped areas or exposed slopes after completion of grading operations. After stripping the organic materials, the exposed subgrade should be observed by a Terracon representative and any large concentrations of organics or root mat identified should be removed.

To allow the stripping of the original subgrade below the stockpile at the site, the material will first need to be removed. We understand from Mr. Oakley that the initial activities at the site will be to level the stockpile to prepare the site for marketing. As such, grading will be limited to the existing open areas. The stripping of the stockpile footprint can be delayed until the full site is ready for grading to provide more area to spread the existing fill.

Special precautions should be made to remove all underground utilities and their associated backfill as the new building’s foundations or pavements may overlay these materials. Care should be given to locating and addressing these items during the site preparation phase of

the project. If overlooked, they could be detrimental to the long-term performance of the building or pavements.

Shallow groundwater was encountered in a few of the borings. We anticipate that the noted groundwater may be a perched water condition. To aid in controlling the groundwater, we recommend that a drainage ditch be excavated along the north side of the site, perpendicular to Sirens Drive to help cut off water flowing in from the higher elevation areas further north. If possible, we recommend the perimeter ditch be included in the grading plan. Depending on the effectiveness of this ditch, additional temporary ditches may be necessary. Their locations should be determined by the geotechnical engineer during construction. The temporary ditches can be converted to french drains (an open-graded stone filled, filter fabric lined trench with a drainage pipe at its base) to allow the grading activities to begin.

4.2.2 Subgrade Preparation

After stripping, the exposed subgrades in the at-grade areas and areas receiving fill should be proofrolled. Cut areas should be proofrolled after they have been excavated to their proposed subgrade levels. Proofrolling should be performed with a heavily loaded tandem axle dump truck or with similar approved construction equipment under the observation of the Terracon geotechnical engineer. As indicated by the borings, very loose soil conditions are present at the subgrade in portions of the site and will be further loosened by the stump removal and grubbing activities. It is expected that the subgrades will be unstable under a proofrolling load. As such, remedial measures will be necessary.

To stabilize the subgrade, it will be necessary to densify the upper 3 feet of the subgrade to levels consistent with structural fill. The densification of the shallow soils will require the use of a heavy vibratory roller with a minimum energy rating of 60,000 foot-pounds. The number of passes needed to achieve the desired densification will depend on several factors including soil moisture, percentage of fines in the soil, and the applied energy.

The site soils are generally clayey/silty sand with fines contents of 12 to 31 percent, based on the test results. Therefore, deep in-place densification may not be fully successful. Where the subgrade remains unstable after surficial densification, it will be necessary to remove the upper 12 to 18 inches of the subgrade to expose the lower portion of the loose layer. That portion of the soil can then be moisture conditioned (wetting/drying) and compacted to 95 percent of the standard Proctor value. The removed material, less any deleterious materials, can be replaced in thin compacted lifts, as described in the Section 4.2.4 of this report. Mass fill placement may commence after proofrolling has been successfully completed.

The existing drainage ditch is within the area to be filled at the site. Backfilling it should begin with stripping all soft and wet material from its bottom. Further, its side slopes should

Geotechnical Engineering Report

Calhoun County Speculative Building ■ Gaston, South Carolina
February 13, 2017 ■ Terracon Project No. 73165135



be flattened and widened so that its base can be accessed by conventional earthwork equipment. The ditch can then be backfilled with structural fill as described in Section 4.2.4.

4.2.3 Material Types

Engineered fill should meet the following material property requirements:

Fill Type ¹	USCS Classification	Acceptable Location for Placement
Imported Structural Fill	SM, or SC	All locations and elevations
On-Site Soils (less organics and debris)	SM, SC	All locations and elevations.

1. Controlled, compacted fill should consist of approved materials that are free of organic matter and debris. Frozen material should not be used, and fill should not be placed on a frozen subgrade. A sample of each material type should be submitted to the geotechnical engineer for evaluation.

4.2.4 Compaction Requirements

ITEM	DESCRIPTION
Fill Lift Thickness	8 inches or less in loose thickness when heavy, self-propelled compaction equipment is used. 4 inches in loose thickness when hand-guided equipment (i.e. jumping jack or plate compactor) is used.
Compaction Requirements ¹	95% of the material's standard Proctor maximum dry unit weight (ASTM D 698)
Moisture Content	Within the range of -3 percent and +3 percent of the optimum moisture content as determined by the standard Proctor test at the time of placement and compaction

1. We recommend that engineered fill be tested for moisture content and compaction during placement. Should the results of the in-place density tests indicate the specified moisture or compaction limits have not been met, the area represented by the test should be reworked and retested as required until the specified moisture and compaction requirements are achieved.

4.2.5 Excavation

The boring data indicate that the site soils should generally be excavatable using conventional construction equipment. Trenches and other shallow excavations can be performed using medium to large, rubber-tired backhoes. Large trackhoes will be necessary for the deeper excavations, such as for utility lines, generally due to the mass required to be moved.

Groundwater levels were recorded in Borings B-2, B-3 and B-6 at depths of 2 to 3-½ feet at the time of field exploration. The groundwater conditions may be a perched water condition due to the soil profile. Temporary dewatering may be needed should excavations reach depths near the noted water levels. The designers should consider the noted groundwater depths when setting the site grades and utility inverts.

As a minimum, all temporary excavations should be sloped or braced as required by Occupational Health and Safety Administration (OSHA) regulations to provide stability and safe working conditions. Temporary excavations will probably be required during grading operations. The grading contractor, by his contract, is usually responsible for designing and constructing stable, temporary excavations and should shore, slope or bench the sides of the excavations as required, to maintain stability of both the excavation sides and bottom. All excavations should comply with applicable local, state and federal safety regulations, including the current OSHA Excavation and Trench Safety Standards.

Construction site safety is the sole responsibility of the contractor who controls the means, methods and sequencing of construction operations. Under no circumstances shall the information provided herein be interpreted to mean that Terracon is assuming any responsibility for construction site safety or the contractor's activities; such responsibility shall neither be implied nor inferred.

4.2.6 Cut and Fill Slopes

Based on the provided site topographic information, the grading plan will include moderately high cut and fill slopes. We have not performed specific slope stability analysis for this project. Based on the site soil types, we recommend that permanent cut and fill slopes be inclined no steeper than 3H:1V. This appears to be consistent with the provided grading plan. Lawn areas constructed on slopes generally steeper than 3H:1V present maintenance problems with motorized equipment especially when the slopes are high.

The sandy soils found on this site are moderately erodible, especially early in construction process when vegetation has not been established on the slopes. For soils of this type and given the new slope configuration, simply seeding the new slope may not allow the vegetation to germinate and establish itself as the root biomass typically may not have sufficient time to fully develop. Therefore, the use of seed impregnated geosynthetic should be considered for this project, especially during wetter periods of the year. The media will provide a stable platform for vegetative growth to germinate and become established as well as limit the formation of erosional features. Installation of any erosion control material should conform to the manufacturer's specifications.

To help limit erosion of both cut and fill slope faces, water flow should be directed away from the slope crest and routed quickly into a storm drain system. A minimum setback of 10 feet from the crest of any slopes and that curbs be setback at least 3 feet should be provided. Storm drains or pressurized water lines should not be located at the crest of fill slopes since leaking pipes or overtopping of inlets may cause maintenance problems or slope instability in the future. The designer should consider water tight connections for such piping systems if they must be located in close proximity to the crest of the new slope.

4.2.7 Construction Considerations

Upon completion of filling and grading, care should be taken to maintain the subgrade moisture content prior to construction of floor slabs and pavements. Construction traffic over the completed subgrade should be avoided to the extent practical. The site should also be graded to prevent ponding of surface water on the prepared subgrades or in excavations. If the subgrade should become frozen, desiccated, saturated, or disturbed, the affected material should be removed or these materials should be scarified, moisture conditioned, and recompacted prior to floor slab and pavement construction.

The on-site soil should not be placed in continuously wet conditions and at continuously wet moisture contents. Under these conditions, the fill soils will become unstable and breakdown under heavy construction traffic. Under these conditions, previously compacted materials may also breakdown and display excessive pumping and rutting. If this condition occurs, it will be necessary to discontinue site grading, remove all the wet unstable materials and begin placing drier fill material. In some cases, due to excessive disturbance or exposure to wet weather, it may be necessary to undercut and replace soil. In order to accomplish the reduction in moisture content, the contractor may consider the use of discs, harrows, or chemical methods to achieve dryer soil conditions.

The geotechnical engineer should be retained during the construction phase of the project to observe earthwork and to perform necessary tests and observations during subgrade preparation; proofrolling; placement and compaction of controlled compacted fills; backfilling of excavations into the completed subgrade, and just prior to construction of building floor slabs.

4.3 Foundation Systems

4.3.1 Design Recommendations

DESCRIPTION	COLUMN	WALL
Net allowable bearing pressure ¹	2,500 psf	
Minimum dimensions	24 inches	18 inches
Minimum embedment below finished grade	12 inches	
Approximate total settlement ²	<1 inch	<1 inch
Estimated differential settlement ²	< ³ / ₄ inch	< ³ / ₄ inch
Equivalent unit weight for passive resistance ³	300 pcf	
Coefficient of sliding friction ³	0.35	

1. The recommended net allowable bearing pressure is the pressure in excess of the minimum surrounding overburden pressure at the footing base elevation. Assumes any unsuitable fill or soft soils, if encountered, will be undercut and replaced with engineered fill.

2. The foundation settlement will depend upon the variations within the subsurface soil profile, the

DESCRIPTION	COLUMN	WALL
structural loading conditions, the embedment depth of the footings, the thickness of compacted fill, and the quality of the earthwork operations. 3. The sides of the excavation for the spread footing foundation must be nearly vertical and the concrete should be placed neat against these vertical faces for the passive earth pressure values to be valid. Passive resistance in the upper 1 foot of the soil profile should be neglected. If passive resistance is used to resist lateral loads, the base friction should be neglected.		

The allowable foundation bearing pressures apply to dead loads plus design live load conditions. The design bearing pressure may be increased by one-third when considering total loads that include wind or seismic conditions. The weight of the foundation concrete below grade may be neglected in dead load computations. Finished grade is the lowest adjacent grade for perimeter footings and floor level for interior footings.

Footings, foundations, and masonry walls should be reinforced as necessary to reduce the potential for distress caused by differential foundation movement. The use of joints at openings or other discontinuities in masonry walls is recommended.

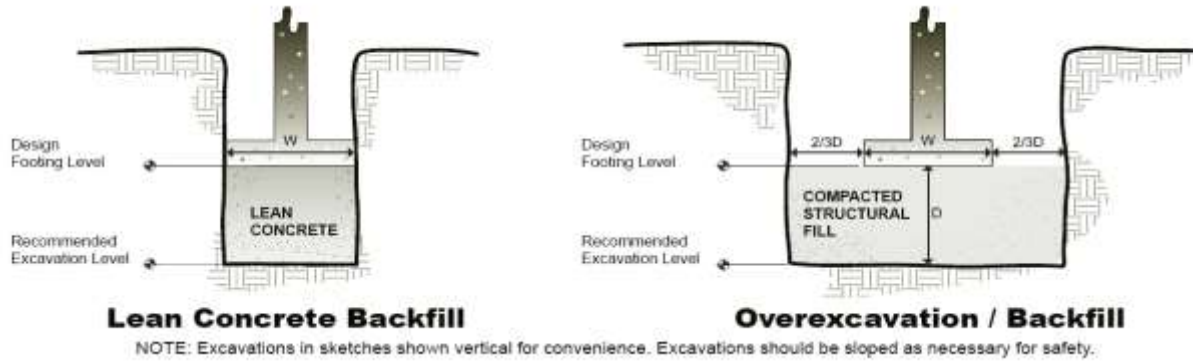
4.3.2 Construction Recommendations

To check that soil bearing conditions compatible with the design value are achieved, we recommend that the footing excavations be observed and tested by a Terracon representative. This evaluation should include performing hand auger borings and dynamic cone penetration testing (DCP) at different locations and random probing of the surface.

If unsuitable bearing soils are encountered in footing excavations, the excavations should be extended deeper to suitable soils and the footings could bear directly on these soils at the lower level or on lean concrete backfill placed in the excavations. The footings could also bear on properly compacted backfill extending down to the suitable soils. Overexcavation for compacted backfill placement below footings should extend laterally beyond all edges of the footings at least 8 inches per foot of overexcavation depth below footing base elevation. The overexcavation should then be backfilled up to the footing base elevation with well-graded granular material placed in lifts of 9 inches or less in loose thickness and compacted to at least 95 percent of the material's maximum standard effort maximum dry density (ASTM D 698). If loose soil conditions are present at the footing bottoms, the surfaces should be compacted so that 95 percent of the standard Proctor is reached at one foot below the subgrade level.

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The base of all foundation excavations should be free of water and loose soil prior to placing concrete. Concrete should be placed soon after excavating to reduce bearing soil disturbance. If the soils at the bearing level become excessively dry, disturbed or saturated, or frozen, the affected soil should be removed prior to placing concrete. Place a lean concrete mud-mat over the bearing soils if the excavations must remain open overnight or for an extended period of time. It is recommended that the geotechnical engineer be retained to observe and test the soil foundation bearing materials.

4.4 Site Seismic Class

Code Used	Site Classification
2012 International Building Code (IBC) ¹	C ²

- In general accordance with the 2012 International Building Code which refers to ASCE7.
- Based on the results of geophysical testing, the average shear wave velocity (V_s) in the upper 100 feet was 1,432 ft./sec. for the industrial park (Terracon Report No. 73065073, dated July 20, 2006)

4.5 Floor Slabs

4.5.1 Design Recommendations

DESCRIPTION	VALUE
Interior building floor system	Slab-on-grade concrete.
Floor slab support	Minimum 12 inches of approved on-site or imported soils placed and compacted in accordance with Earthwork section of this report.
Subbase	4-inch compacted layer of free draining, granular subbase material

A subgrade prepared and tested as recommended in this report should provide adequate support for lightly to moderately loaded floor slabs. Slab construction can begin after the

completion of any necessary undercutting or in-place stabilization. We recommend that floor slabs be designed as "floating" slabs, that is, fully ground supported and structurally independent of any building footings or walls. This is to aid in minimizing the possibility of cracking and displacement of the floor slabs because of differential movements between the slab and the foundation. Narrower, turned-down slab-on-grade foundations may be utilized at the approval of the structural engineer. The slabs should be appropriately reinforced to support the proposed loads.

Control joints should be saw cut into the slab after concrete placement in accordance with ACI Design Manual, Section 302.1R-37 8.3.12 (tooled control joints are not recommended). Positive separations and/or isolation joints should be provided between slabs and all foundations, columns or utility lines to allow independent movement. Interior trench backfill placed beneath slabs should be compacted in accordance with recommendations outlined in the Earthwork section of this report. Other design and construction considerations, as outlined in the ACI Design Manual Section 302.1R, are recommended.

The use of a vapor retarder or barrier should be considered beneath concrete slabs-on-grade that will be covered with wood, tile, carpet, or other moisture sensitive or impervious coverings, or when the slab will support equipment sensitive to moisture. When conditions warrant the use of a vapor retarder/barrier, the slab designer and slab contractor should refer to ACI 302 and ACI 360 for procedures and cautions regarding the use and placement of a vapor retarder/barrier.

4.5.2 Construction Consideration

We recommend the area underlying the floor slab be rough graded and then thoroughly proofrolled with a loaded tandem axle dump truck prior to final grading and placement of base rock. Particular attention should be paid to high traffic areas that were rutted and disturbed earlier and to areas where backfilled trenches are located. Areas where unsuitable conditions are located should be repaired by removing and replacing the affected material with properly compacted fill. All floor slab subgrade areas should be moisture conditioned and properly compacted to the recommendations in this report immediately prior to placement of the base rock and concrete.

On most project sites, the site grading is generally accomplished early in the construction phase. However as construction proceeds, the subgrade may be disturbed due to utility excavations, construction traffic, desiccation, rainfall, etc. As a result, the floor slab subgrade may not be suitable for placement of base rock and concrete and corrective action will be required to repair the damaged areas.

4.6 Lateral Earth Pressures

Reinforced concrete walls with unbalanced backfill levels on opposite sides should be designed for earth pressures at least equal to those indicated in the following table. Earth

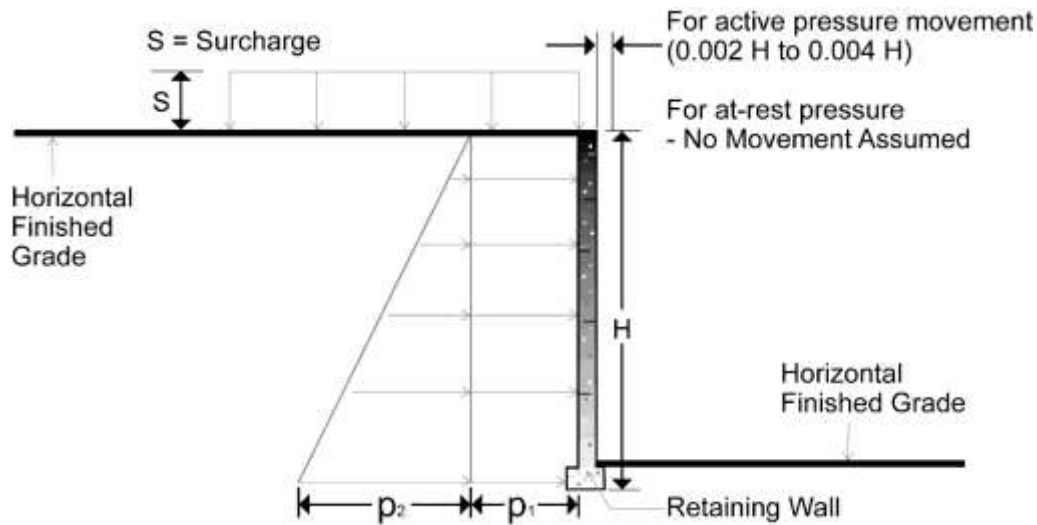
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pressures will be influenced by structural design of the walls, conditions of wall restraint, methods of construction and/or compaction and the strength of the materials being restrained. Two wall restraint conditions are shown. Active earth pressure is commonly used for design of free-standing cantilever retaining walls and assumes wall movement. The "at-rest" condition assumes no wall movement. The recommended design lateral earth pressures do not include a factor of safety and do not provide for possible hydrostatic pressure on the walls.

These design parameters should not be used in the design of mechanically stabilized modular block retaining walls (MSE walls). Additional analyses and design parameters for these retaining walls can be provided upon request.



Earth Pressure Coefficients

Earth Pressure Conditions	Coefficient for Backfill Type	Equivalent Fluid Density (pcf)	Surcharge Pressure, p_1 (psf)	Earth Pressure, p_2 (psf)
Active (K_a)	On-site sand - 0.33	40	$(0.33)S$	$(40)H$
At-Rest (K_o)	On-site sand - 0.50	60	$(0.50)S$	$(55)H$
Passive (K_p)	On-site sand - 3.0	300	---	---

Applicable conditions to the above include:

- For active earth pressure, wall must rotate about base, with top lateral movements of about $0.002 H$ to $0.004 H$, where H is wall height.
- For passive earth pressure to develop, wall must move horizontally to mobilize resistance.
- Uniform surcharge, where S is surcharge pressure.
- In-situ soil backfill weight a maximum of 120 pcf.

- Horizontal backfill, compacted to 95 percent of standard Proctor maximum dry density.
- Loading from heavy compaction equipment not included.
- No hydrostatic pressures acting on wall.
- No dynamic loading.
- Safety factor of 1 included in soil parameters.
- Ignore passive pressure in frost zone.

Backfill placed against structures should consist of granular soils such as those present at the site. To calculate the resistance to sliding, a value of 0.35 should be used as the ultimate coefficient of friction between the footing and the underlying soil.

To control hydrostatic pressure behind the wall and allow the use of drained parameters, we recommend that a drain be installed at the foundation wall with a collection pipe leading to a reliable discharge. For exterior walls, it may be practical to use weep holes for this purpose. The drain should interconnect with a prefabricated drainage media or a zone of freely draining aggregate, such as #57 stone, behind the vertical face of the wall. A filter fabric should separate the aggregate from the soil backfill to limit the migration of fines. Filter fabric should also cover the weep holes to limit the loss of drainage media through the hole.

If this is not possible, then combined hydrostatic and lateral earth pressures should be calculated for granular backfill, an equivalent fluid weighing 80 and 90 pcf should be used for active and at-rest, respectively. These pressures do not include the influence of surcharge, equipment or floor loading, which should be added. Heavy equipment should not operate within a distance closer than the exposed height of retaining walls to prevent lateral pressures more than those provided.

4.7 Pavements

4.7.1 Design Recommendations

No information relating to traffic loading and frequencies were provided to us. Based on our experience with similar projects, we have assumed a 15-year design period and the following traffic volume:

Heavy-duty Areas

- 1 trash truck per week
- 20 package delivery trucks per day
- 20 tractor trailers per day

Light-duty Areas

- 100 cars per day

Based on our experience with similar soil conditions, we have used a CBR value of 5 for the design. Subgrade preparation in the pavement areas should be performed as outlined in the “Earthwork” section of this report.

Pavement Design Alternatives			
Pavement Type	Material	Layer Thickness (inches)	
		Light-Duty	Heavy-Duty
Flexible	HMA Surface Course ¹	2	1-½
	Tack Coat	0.04 to 0.08 gal/sy	0.04 to 0.08 gal/sy
	HMA Intermediate Course ¹	-	2
	Prime Coat (If required)	0.30 gal/sy	0.30 gal/sy
	Base Course ¹	6	8
Rigid	Portland Cement Concrete ¹	5	6-½
	Base Course ¹	4	4

See “General Design Recommendations” section below.

The above sections represent minimum thicknesses and, as such, periodic maintenance should be anticipated. Pavements subjected to high traffic volumes and heavy trucks require thicker pavement sections.

For areas subject to concentrated and repetitive loading conditions such as entrances, dumpster pads and areas where heavy-truck frequently stop or turn, we recommend using a Portland cement concrete pavement with a thickness of at least 7 inches underlain by at least 4 inches of crushed stone. For dumpster pads, as a minimum, the concrete pavement area should be large enough to support the container and tipping axle of the refuse truck.

4.7.2 General Design Recommendations

Aggregate base course should be SCDOT Macadam Base Course (SCDOT Section 305). Asphaltic cement concrete should be an approved mix design selected from the current SCDOT Standard Type C (SCDOT Section 402 and 403). Compaction levels of the asphalt and Macadam Base Course materials should conform to SCDOT requirements.

Portland cement concrete should conform to Section 501 of the SCDOT Standard Specifications and have a minimum flexural strength of 550 psi and compressive strength of 4,000 4psi. Portland cement concrete pavement should contain about 5 to 7 percent entrained air and should have a maximum water to cement ratio of about 0.45. A maximum slump of 4 inches should be used for non-slip formed placement, and 2 inches for slip formed placement. The compressive and flexural strength of the pavement should be tested to verify its strength. The concrete should be deposited by truck mixers or agitators and placed a maximum of 90 minutes from time the water is added to the mix.

Transitions from dissimilar paving materials should be thickened and then tapered to the design section within about 5 feet. Isolation joints should be used at penetrations within the

paving and at the termination of the paving to allow free relative movement. Polyurethane, self-leveling, elastomeric joint sealant should be used to seal all joints within the concrete pavement to limit the flow of water to the underlying subgrade.

4.7.3 Construction Considerations

Pavement subgrades prepared early in the project should be carefully evaluated as the time for pavement construction approaches. We recommend the pavement areas be rough graded and then thoroughly proofrolled with a loaded tandem-axle dump truck. Particular attention should be paid to high traffic areas that were rutted and disturbed and to areas where backfilled trenches are located. Areas where unsuitable conditions are located should be repaired by replacing the materials with properly compacted fill.

Future performance of pavements constructed on the site will be dependent upon maintaining stable moisture content of the subgrade soils; and, providing for a planned program of preventative maintenance. The performance of all pavements can be enhanced by minimizing excess moisture that can reach the subgrade soils. The following recommendations should be considered at minimum:

- Site grading at a minimum 2 percent grade away from the pavements;
- Sealing all landscaped areas in, or adjacent to pavements to reduce moisture migration to subgrade soils;
- Placing compacted backfill against the exterior side of curb and gutter; and,
- Placing curb, gutter and/or sidewalk directly on subgrade soils without the use of base course materials.

Preventative maintenance should be planned and provided through an on-going pavement management program in order to enhance future pavement performance. Preventative maintenance activities are intended to slow the rate of pavement deterioration, and to preserve the pavement investment.

Preventative maintenance consists of both localized maintenance (e.g. crack and joint sealing and patching) and global maintenance (e.g. surface sealing). Preventative maintenance is usually the first priority when implementing a planned pavement maintenance program and provides the highest return on investment for pavements. Prior to implementing any maintenance, additional engineering observation is recommended to determine the type and extent of preventative maintenance.

5.0 GENERAL COMMENTS

Terracon should be retained to review the final design plans and specifications so comments can be made regarding interpretation and implementation of our geotechnical recommendations in the design and specifications. Terracon also should be retained to

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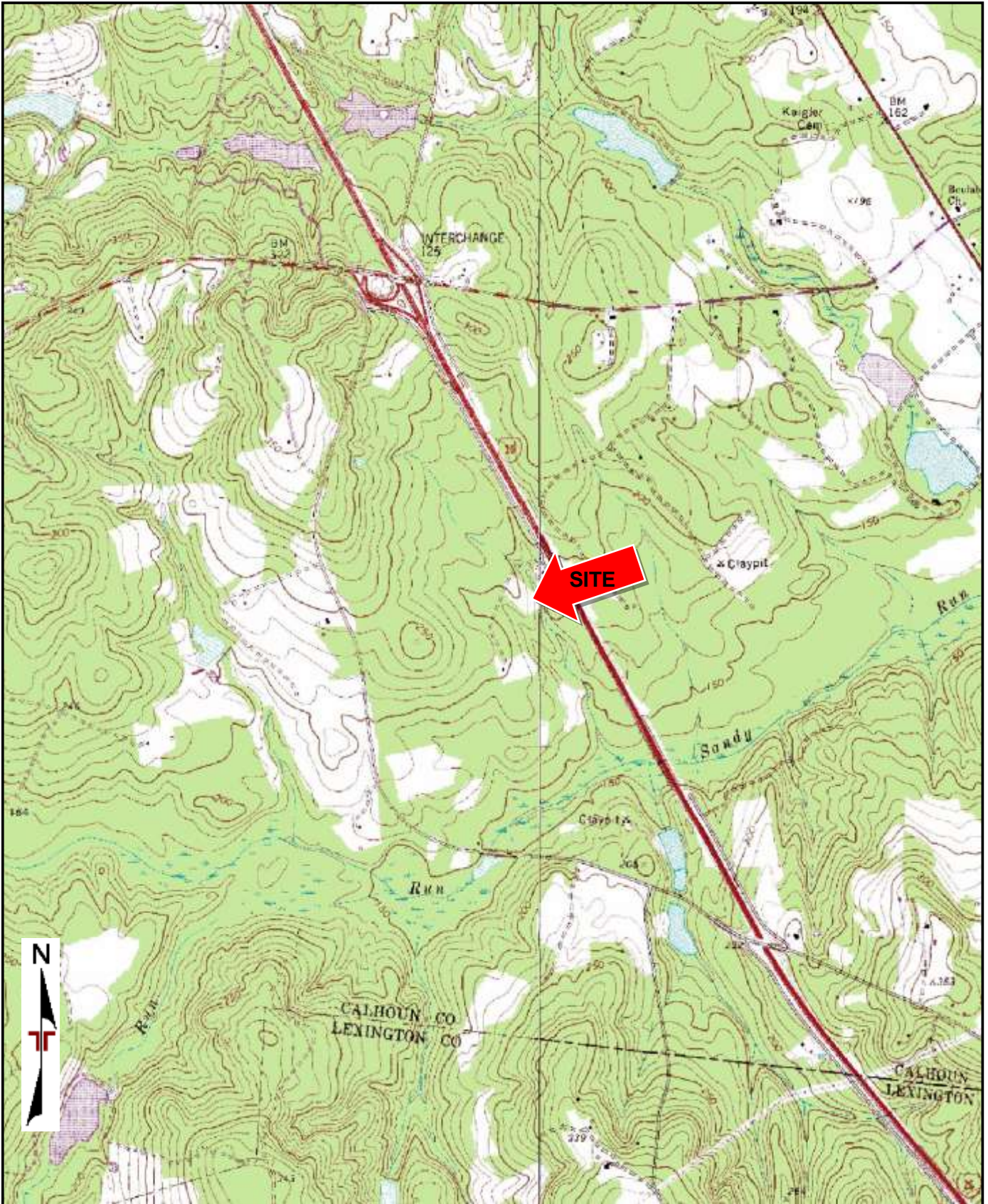
provide testing and observation during excavation, grading, foundation and construction phases of the project.

The analysis and recommendations presented in this report are based upon the data obtained from the borings performed at the indicated locations and from other information discussed in this report. This report does not reflect variations that may occur between borings, across the site, or due to the modifying effects of weather. The nature and extent of such variations may not become evident until during or after construction. If variations appear, we should be immediately notified so that further evaluation and supplemental recommendations can be provided.

The scope of services for this project does not include either specifically or by implication any environmental or biological (e.g., mold, fungi, bacteria) assessment of the site or identification or prevention of pollutants, hazardous materials or conditions. If the owner is concerned about the potential for such contamination or pollution, other studies should be undertaken.

This report has been prepared for the exclusive use of our client for specific application to the project discussed and has been prepared in accordance with generally accepted geotechnical engineering practices. No warranties, either express or implied, are intended or made. Site safety, excavation support, and dewatering requirements are the responsibility of others. In the event that changes in the nature, design, or location of the project as outlined in this report are planned, the conclusions and recommendations contained in this report shall not be considered valid unless Terracon reviews the changes and either verifies or modifies the conclusions of this report in writing.

APPENDIX A
FIELD EXPLORATION



TOPOGRAPHIC MAP IMAGE COURTESY OF THE U.S. GEOLOGICAL SURVEY
 QUADRANGLES INCLUDE: GASTON, SC (1/1/1982) and SAYLORS LAKE, SC (1/1/1982).

Project Manager:	RS
Drawn by:	PTK
Checked by:	RS
Approved by:	PAM
Project No.	73165135
Scale:	1"=2,000'
File Name:	A-1 & A-2
Date:	Jan 2017

Terracon
 521 Clemson Rd
 Columbia, SC 29229-4307

SITE LOCATION MAP
 Calhoun County Speculative Building
 Sirens Lane
 Gaston, South Carolina

Exhibit	A-1
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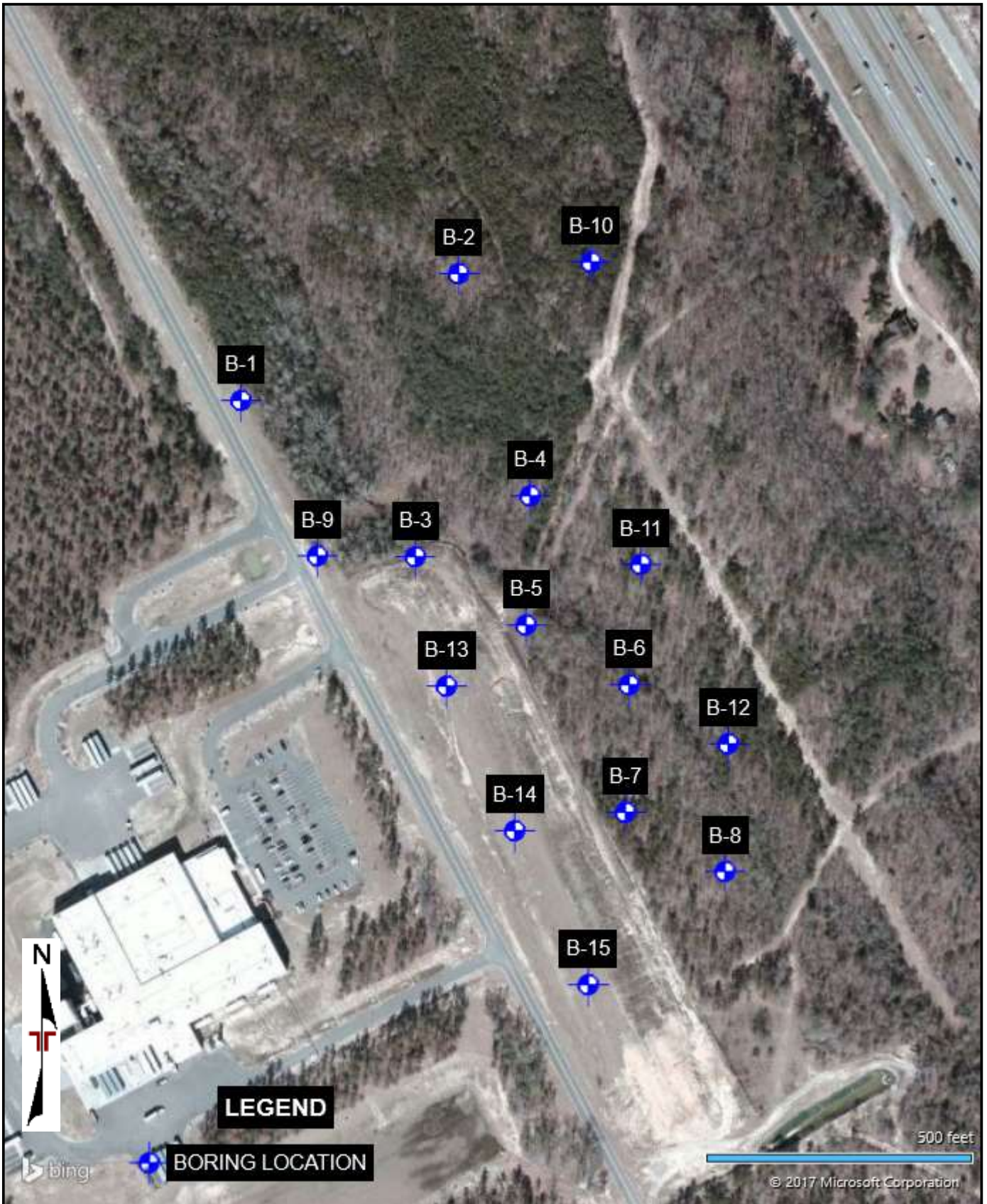


DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

AERIAL PHOTOGRAPHY PROVIDED BY MICROSOFT BING MAPS

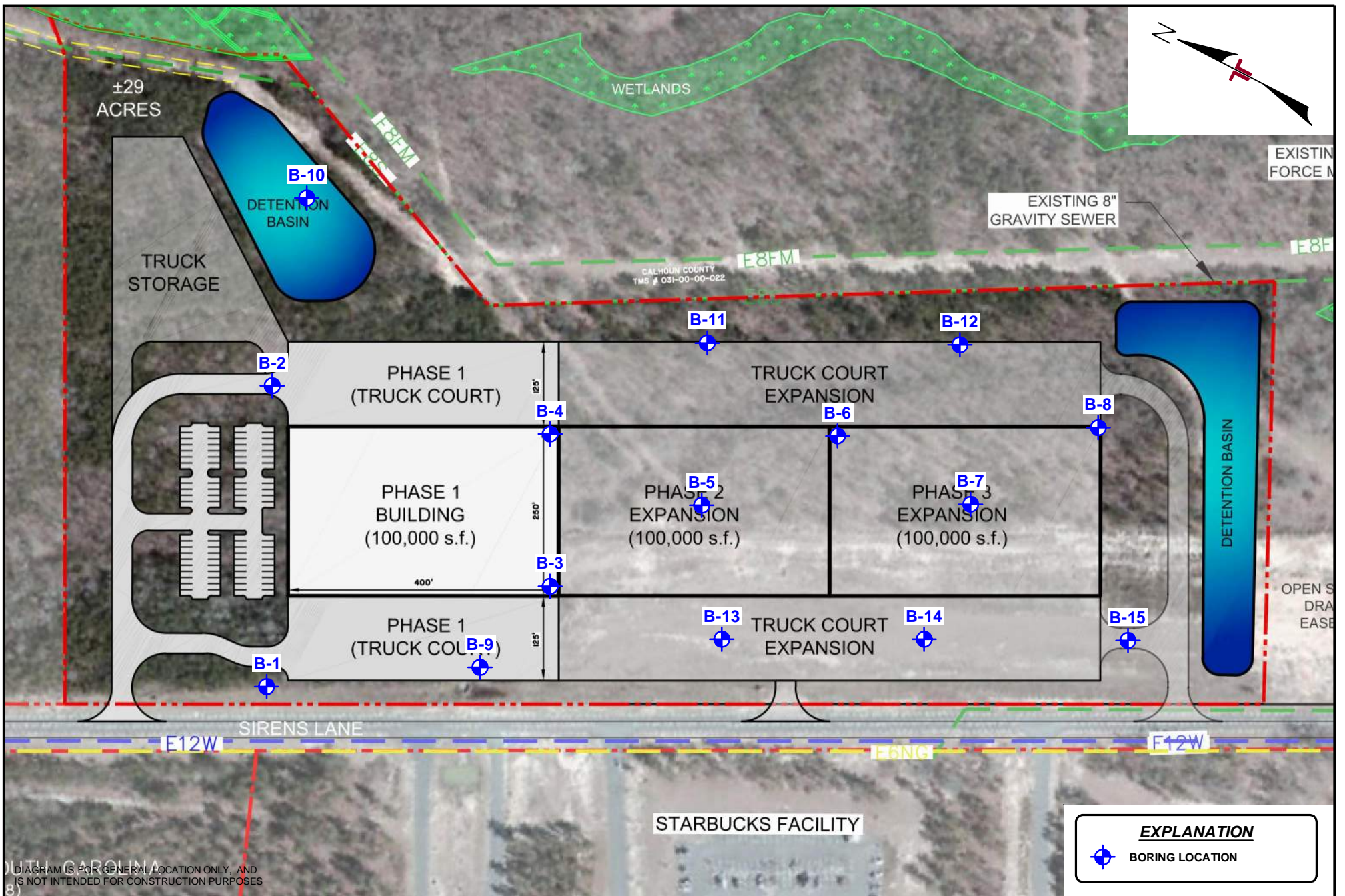
Project Manager:	RS
Drawn by:	PTK
Checked by:	RS
Approved by:	PAM
Project No.	73165135
Scale:	AS SHOWN
File Name:	A-1 & A-2
Date:	Jan 2017

Terracon
 521 Clemson Rd
 Columbia, SC 29229-4307

EXPLORATION PLAN

Calhoun County Speculative Building
 Sirens Lane
 Gaston, South Carolina

Exhibit
A-2



Project Mng:	CFC	Project No.	73165135
Drawn By:	PTK	Scale:	NOT TO SCALE
Checked By:	CFC	File No.	73165135
Approved By:	NEP	Date:	JANUARY 2017

Terracon
 Consulting Engineers and Scientists

521 CLEMSON ROAD COLUMBIA, SC 29229
 PH. (803) 741-9000 FAX. (803) 741-9900

BORING LOCATION PLAN

Calhoun County Speculative Building
 Sirens Lane
 Gaston, South Carolina

Exhibit	A-3
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Geotechnical Engineering Report

Calhoun County Speculative Building ■ Gaston, South Carolina

February 13, 2017 ■ Terracon Project No. 73165135



Field Exploration Description

Fifteen test borings were drilled at the site between January 19, 2017 and January 20, 2017. The borings were drilled to a depths ranging approximately from 10 to 25 feet below the ground surface at the approximate locations shown on the Exploration Plan (Exhibit A-2) and Boring Location Plan (Exhibit A-3).

The borings were located in the field by using the proposed site plan, an aerial photograph of the site, and a hand held GPS system. The ground surface elevations at the boring locations were interpolated from the provided topographic plan. The boring locations shown on the Boring Location Plan and the ground elevation shown on the Boring Logs are approximate and should be considered accurate only to the degree implied by the method of location.

The test borings were advanced with an ATV mounted CME-550X drill rig utilizing 3-¼ inch inside diameter hollow-stem augers. A CME automatic SPT hammer was used to advance the split-barrel sampler in the borings performed on this site. A greater efficiency is typically achieved with the automatic hammer compared to the conventional safety hammer operated with a cathead and rope. Published correlations between the SPT values and soil properties are based on the lower efficiency cathead and rope method. This higher efficiency affects the standard penetration resistance blow count (N) value by increasing the penetration per hammer blow over what would be obtained using the cathead and rope method. The effect of the automatic hammer's efficiency has been considered in the interpretation and analysis of the subsurface information for this report.

Representative disturbed soil samples were obtained from the borings and were placed in sealed containers and returned to our laboratory where our engineer visually reviewed and classified them. The purposes of this review were to check the drillers' field classifications and visually estimate the soils' relative constituents (sand, clay, etc.). The soil types and penetrometer values are shown on the Boring Logs. These records represent our interpretation of the field conditions based on the driller's field logs and our engineer's review of the soil samples. The lines designating the interfaces between various strata represent approximate boundaries only, as transitions between materials may be gradual.

At the conclusion of the drilling activities, the borings were checked for the presence of groundwater. Borings completed on the first day were kept open overnight to check for 24 hour water levels. After which, the borings were then backfilled with auger cuttings.

Our exploration services include storing the collected soil samples and making them available for inspection for 60 days from the report date. The samples will then be discarded unless requested otherwise.

BORING LOG NO. B-1

PROJECT: Calhoun County Speculative Building


CLIENT: Thomas & Hutton
Columbia, South Carolina

SITE: Sirens Lane
Gaston, South Carolina

GRAPHIC LOG	LOCATION See Exhibit A-2 Latitude: 33.798542° Longitude: -81.003769° Approximate Surface Elev: 205 (Ft.) +/- ELEVATION (Ft.)	DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	FIELD TEST RESULTS	WATER CONTENT (%)	PERCENT FINES
0.2	TOPSOIL , (2 inches)	205+/-					
	SILTY SAND (SM) , fine to medium grained, brown, very loose			X	1-1-1 N=2	16	20
3.0		202+/-					
	CLAYEY SAND (SC) , fine to medium grained, mottled (tan, orange, gray), medium dense			X	5-6-12 N=18		
				X	4-6-8 N=14		
				X	4-7-7 N=14		
				X	8-14-12 N=26		
				X	4-10-12 N=22		
20.0	Boring Terminated at 20 Feet	185+/-					

Stratification lines are approximate. In-situ, the transition may be gradual.

Hammer Type: Automatic

Advancement Method: 3-1/4" Hollow Stem Auger	See Exhibit A-3 for description of field procedures. See Appendix B for description of laboratory procedures and additional data (if any). See Appendix C for explanation of symbols and abbreviations.	Notes:
Abandonment Method: Borings backfilled with soil cuttings upon completion.		
WATER LEVEL OBSERVATIONS No free water observed at end of day	 521 Clemson Rd Columbia, SC	Boring Started: 1/20/2017 Boring Completed: 1/20/2017 Drill Rig: CME-550X Driller: A. Large Project No.: 73165135 Exhibit: A-5

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL 7315135.GPJ TERRACON2015.GDT 2/6/17

BORING LOG NO. B-2

PROJECT: Calhoun County Speculative Building

CLIENT: Thomas & Hutton
Columbia, South Carolina

SITE: Sirens Lane
Gaston, South Carolina

GRAPHIC LOG	LOCATION See Exhibit A-2 Latitude: 33.799195° Longitude: -81.00242° Approximate Surface Elev: 209 (Ft.) +/- ELEVATION (Ft.)	DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	FIELD TEST RESULTS	WATER CONTENT (%)	PERCENT FINES
0.3	TOPSOIL , (3 inches)	208.5+/-		X	1-1-1 N=2	13	14
3.0	SILTY SAND (SM) , fine to medium grained, brown, very loose	206+/-	▽	X	2-4-10 N=14	15	30
8.0	CLAYEY SAND (SC) , fine to medium grained, mottled (orange, tan, gray), medium dense	201+/-		X	4-8-8 N=16		
17.0	SILT (ML) , mottled (purple, white, tan), very stiff	192+/-		X	2-8-12 N=20	22	
20.0	SILTY SAND (SM) , with mica, fine to medium grained, off white and tan, medium dense	189+/-		X	3-9-12 N=21		
	Boring Terminated at 20 Feet	20			4-9-12 N=21	12	

Stratification lines are approximate. In-situ, the transition may be gradual.

Hammer Type: Automatic

Advancement Method:
3-1/4" Hollow Stem Auger

See Exhibit A-3 for description of field procedures.

Notes:

Abandonment Method:
Borings backfilled with soil cuttings upon completion.

See Appendix B for description of laboratory procedures and additional data (if any).
See Appendix C for explanation of symbols and abbreviations.

WATER LEVEL OBSERVATIONS

No free water observed at end of day

▽ 2' (After 24 Hours)



521 Clemson Rd
Columbia, SC

Boring Started: 1/19/2017

Boring Completed: 1/20/2017

Drill Rig: CME-550X

Driller: A. Large

Project No.: 73165135

Exhibit: A-6

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL_7315135.GPJ TERRACON2015.GDT 2/6/17

BORING LOG NO. B-3

PROJECT: Calhoun County Speculative Building

CLIENT: Thomas & Hutton
Columbia, South Carolina

SITE: Sirens Lane
Gaston, South Carolina

GRAPHIC LOG	LOCATION See Exhibit A-2 Latitude: 33.797737° Longitude: -81.002689° Approximate Surface Elev: 197 (Ft.) +/- ELEVATION (Ft.)	DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	FIELD TEST RESULTS	WATER CONTENT (%)	PERCENT FINES
0.3	TOPSOIL , (3 inches)	496.5+/-		X	3-5-6 N=11		
3.0	FILL - SILTY SAND (SM) , with roots and crushed aggregate, fine to medium grained, brown and black, medium dense	194+/-	▽	X	1-1-1 N=2		
5.5	SILTY SAND (SM) , fine to medium grained, brown, very loose	191.5+/-		X	5-6-7 N=13		
17.0	CLAYEY SAND (SC) , fine to medium grained, mottled (orange, tan, gray), medium dense to dense	180+/-		X	6-7-10 N=17		
20.0	CLAYEY SAND (SC) , fine to medium grained, orange, medium dense	177+/-		X	6-13-20 N=33		
	Boring Terminated at 20 Feet	20		X	4-8-8 N=16		

Stratification lines are approximate. In-situ, the transition may be gradual.

Hammer Type: Automatic

Advancement Method:
3-1/4" Hollow Stem Auger

See Exhibit A-3 for description of field procedures.

Notes:

Abandonment Method:
Borings backfilled with soil cuttings upon completion.

See Appendix B for description of laboratory procedures and additional data (if any).

See Appendix C for explanation of symbols and abbreviations.

WATER LEVEL OBSERVATIONS

▽ 3.5' (End of Day)



Boring Started: 1/20/2017

Boring Completed: 1/20/2017

Drill Rig: CME-550X

Driller: A. Large

Project No.: 73165135

Exhibit: A-7

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL 7315135.GPJ TERRACON2015.GDT 2/6/17

BORING LOG NO. B-4

PROJECT: Calhoun County Speculative Building

CLIENT: Thomas & Hutton
Columbia, South Carolina

SITE: Sirens Lane
Gaston, South Carolina

GRAPHIC LOG	LOCATION See Exhibit A-2 Latitude: 33.798051° Longitude: -81.001978° Approximate Surface Elev: 197 (Ft.) +/- ELEVATION (Ft.)	DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	FIELD TEST RESULTS	WATER CONTENT (%)	PERCENT FINES
0.3	TOPSOIL , (3 inches)	496.5+/-					
3.0	SILTY SAND (SM) , fine to medium grained, brown, loose	194+/-		X	2-2-2 N=4	8	16
5.0	CLAYEY SAND (SC) , fine to medium grained, mottled (orange, tan, gray), medium dense	194+/-		X	3-6-7 N=13		
7.0				X	4-7-7 N=14		
10.0				X	5-7-10 N=17		
15.0				X	5-10-10 N=20		
17.0	SILTY SAND (SM) , with mica, fine to medium grained, tan and orange, medium dense	180+/-		X			
20.0		177+/-		X	4-7-9 N=16		
Boring Terminated at 20 Feet		20					

Stratification lines are approximate. In-situ, the transition may be gradual.

Hammer Type: Automatic

Advancement Method:
3-1/4" Hollow Stem Auger

See Exhibit A-3 for description of field procedures.

Notes:

Abandonment Method:
Borings backfilled with soil cuttings upon completion.

See Appendix B for description of laboratory procedures and additional data (if any).

See Appendix C for explanation of symbols and abbreviations.

WATER LEVEL OBSERVATIONS

No free water observed at end of day

No free water observed after 24 hours



521 Clemson Rd
Columbia, SC

Boring Started: 1/19/2017

Boring Completed: 1/20/2017

Drill Rig: CME-550X

Driller: A. Large

Project No.: 73165135

Exhibit: A-8

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL 7315135.GPJ TERRACON2015.GDT 2/6/17

BORING LOG NO. B-5

PROJECT: Calhoun County Speculative Building

CLIENT: Thomas & Hutton
Columbia, South Carolina

SITE: Sirens Lane
Gaston, South Carolina

GRAPHIC LOG	LOCATION See Exhibit A-2 Latitude: 33.797385° Longitude: -81.002003° Approximate Surface Elev: 194 (Ft.) +/- ELEVATION (Ft.)	DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	FIELD TEST RESULTS	WATER CONTENT (%)	PERCENT FINES
0.2	TOPSOIL , (2 inches)	194+/-					
3.0	SILTY SAND (SM) , fine to medium grained, brown, medium dense			X	4-5-7 N=12		
5.0	CLAYEY SAND (SC) , fine to medium grained, mottled (brown, tan, gray), medium dense	191+/-		X	5-7-10 N=17		
10.0				X	6-8-12 N=20		
15.0				X	5-8-12 N=20		
17.0				X	4-11-11 N=22		
20.0	SILTY SAND (SM) , with mica, fine to medium grained, tan and orange, medium dense	177+/-		X	5-7-8 N=15		
	Boring Terminated at 20 Feet	174+/-					
Stratification lines are approximate. In-situ, the transition may be gradual.		Hammer Type: Automatic					

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL 7315135.GPJ TERRACON2015.GDT 2/6/17

Advancement Method: 3-1/4" Hollow Stem Auger	See Exhibit A-3 for description of field procedures. See Appendix B for description of laboratory procedures and additional data (if any). See Appendix C for explanation of symbols and abbreviations.	Notes:
Abandonment Method: Borings backfilled with soil cuttings upon completion.		
WATER LEVEL OBSERVATIONS No free water observed at end of day No free water observed after 24 hours	 521 Clemson Rd Columbia, SC	Boring Started: 1/19/2017 Boring Completed: 1/20/2017 Drill Rig: CME-550X Driller: A. Large Project No.: 73165135 Exhibit: A-9

BORING LOG NO. B-6

PROJECT: Calhoun County Speculative Building

CLIENT: Thomas & Hutton
Columbia, South Carolina

SITE: Sirens Lane
Gaston, South Carolina

GRAPHIC LOG	LOCATION See Exhibit A-2 Latitude: 33.797078° Longitude: -81.001364° Approximate Surface Elev: 187 (Ft.) +/- ELEVATION (Ft.)	DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	FIELD TEST RESULTS	WATER CONTENT (%)	PERCENT FINES
	DEPTH						
0.3	TOPSOIL , (3 inches)	186.5+/-		X			
	SILTY SAND (SM) , fine to medium grained, brown, loose		▽	X	2-2-2 N=4	16	12
3.0		184+/-		X	2-2-4 N=6	19	19
	CLAYEY SAND (SC) , fine to medium grained, brown and gray, loose			X			
5.5		181.5+/-		X	4-6-8 N=14		
	CLAYEY SAND (SC) , fine to medium grained, mottled (orange, tan, gray), medium dense		▽	X	3-6-9 N=15		
				X	4-5-6 N=11		
17.0		170+/-		X	4-5-8 N=13		
	SILTY SAND (SM) , with mica, fine to medium grained, off white and tan, medium dense			X			
20.0		167+/-					
	Boring Terminated at 20 Feet						

Stratification lines are approximate. In-situ, the transition may be gradual.

Hammer Type: Automatic

Advancement Method:
3-1/4" Hollow Stem Auger

See Exhibit A-3 for description of field procedures.

Notes:

Abandonment Method:
Borings backfilled with soil cuttings upon completion.

See Appendix B for description of laboratory procedures and additional data (if any).
See Appendix C for explanation of symbols and abbreviations.

WATER LEVEL OBSERVATIONS

▽ 6' (End of Day)
▽ 2.5 (After 24 Hours)



Boring Started: 1/19/2017

Boring Completed: 1/20/2017

Drill Rig: CME-550X

Driller: A. Large

Project No.: 73165135

Exhibit: A-10

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL 7315135.GPJ TERRACON2015.GDT 2/6/17

BORING LOG NO. B-7

PROJECT: Calhoun County Speculative Building

CLIENT: Thomas & Hutton
Columbia, South Carolina

SITE: Sirens Lane
Gaston, South Carolina

GRAPHIC LOG	LOCATION See Exhibit A-2 Latitude: 33.796422° Longitude: -81.001387° Approximate Surface Elev: 197 (Ft.) +/- ELEVATION (Ft.)	DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	FIELD TEST RESULTS	WATER CONTENT (%)	PERCENT FINES
0.2	TOPSOIL , (2 inches)	197+/-					
	SILTY SAND (SM) , fine to medium grained, brown, loose			X	2-2-2 N=4		
3.0		194+/-					
	CLAYEY SAND (SC) , fine to medium grained, mottled (orange, tan, gray), medium dense			X	2-4-8 N=12		
				X	4-7-9 N=16		
				X	3-8-8 N=16		
				X	3-9-9 N=18		
				X	2-6-8 N=14		
20.0	Boring Terminated at 20 Feet	177+/-					

Stratification lines are approximate. In-situ, the transition may be gradual.

Hammer Type: Automatic

Advancement Method:
3-1/4" Hollow Stem Auger

See Exhibit A-3 for description of field procedures.

Notes:

Abandonment Method:
Borings backfilled with soil cuttings upon completion.

See Appendix B for description of laboratory procedures and additional data (if any).

See Appendix C for explanation of symbols and abbreviations.

WATER LEVEL OBSERVATIONS

No free water observed at end of day
No free water observed after 24 hours



Boring Started: 1/19/2017

Boring Completed: 1/20/2017

Drill Rig: CME-550X

Driller: A. Large

Project No.: 73165135

Exhibit: A-11

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL 7315135.GPJ TERRACON2015.GDT 2/6/17

BORING LOG NO. B-8

PROJECT: Calhoun County Speculative Building

CLIENT: Thomas & Hutton
Columbia, South Carolina

SITE: Sirens Lane
Gaston, South Carolina

GRAPHIC LOG	LOCATION See Exhibit A-2 Latitude: 33.796117° Longitude: -81.00077° Approximate Surface Elev: 185 (Ft.) +/- ELEVATION (Ft.)	DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	FIELD TEST RESULTS	WATER CONTENT (%)	PERCENT FINES
0.2	TOPSOIL , (2 inches)	185+/-					
	SILTY SAND (SM) , fine to medium grained, brown, loose			X	2-2-2 N=4		
3.0		182+/-					
	CLAYEY SAND (SC) , fine to medium grained, mottled (orange, tan, gray), medium dense			X	6-7-10 N=17		
				X	3-9-10 N=19		
				X	3-6-9 N=15		
				X	3-6-6 N=12		
20.0		165+/-					
	Boring Terminated at 20 Feet			X	4-5-5 N=10		

Stratification lines are approximate. In-situ, the transition may be gradual.

Hammer Type: Automatic

Advancement Method:
3-1/4" Hollow Stem Auger

See Exhibit A-3 for description of field procedures.

Notes:

Abandonment Method:
Borings backfilled with soil cuttings upon completion.

See Appendix B for description of laboratory procedures and additional data (if any).

See Appendix C for explanation of symbols and abbreviations.

WATER LEVEL OBSERVATIONS

No free water observed at end of day

No free water observed after 24 hours



521 Clemson Rd
Columbia, SC

Boring Started: 1/19/2017

Boring Completed: 1/20/2017

Drill Rig: CME-550X

Driller: A. Large

Project No.: 73165135

Exhibit: A-12

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL 7315135.GPJ TERRACON2015.GDT 2/6/17

BORING LOG NO. B-9

PROJECT: Calhoun County Speculative Building

CLIENT: Thomas & Hutton
Columbia, South Carolina

SITE: Sirens Lane
Gaston, South Carolina

GRAPHIC LOG	LOCATION See Exhibit A-2 Latitude: 33.797742° Longitude: -81.003296° Approximate Surface Elev: 203 (Ft.) +/- ELEVATION (Ft.)	DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	FIELD TEST RESULTS	WATER CONTENT (%)	PERCENT FINES	
	0.2' TOPSOIL , (2 inches)	203+/-						
	CLAYEY SAND (SC) , fine to medium grained, brown and tan, very loose			X	2-1-1 N=2	21	31	
	3.0' CLAYEY SAND (SC) , fine to medium grained, mottled (orange, tan, gray), medium dense	200+/-	5		X	2-5-9 N=14		
					X	3-7-11 N=18		
				X	3-10-10 N=20			
	Boring Terminated at 10 Feet	193+/-						

Stratification lines are approximate. In-situ, the transition may be gradual.

Hammer Type: Automatic

Advancement Method:
3-1/4" Hollow Stem Auger

See Exhibit A-3 for description of field procedures.
See Appendix B for description of laboratory procedures and additional data (if any).

Notes:

Abandonment Method:
Borings backfilled with soil cuttings upon completion.

See Appendix C for explanation of symbols and abbreviations.

WATER LEVEL OBSERVATIONS
No free water observed at end of day
No free water observed after 24 hours



Boring Started: 1/19/2017	Boring Completed: 1/20/2017
Drill Rig: CME-550X	Driller: A. Large
Project No.: 73165135	Exhibit: A-13

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL 7315135.GPJ TERRACON2015.GDT 2/6/17

BORING LOG NO. B-10

PROJECT: Calhoun County Speculative Building

CLIENT: Thomas & Hutton
Columbia, South Carolina

SITE: Sirens Lane
Gaston, South Carolina

GRAPHIC LOG	LOCATION See Exhibit A-2 Latitude: 33.799255° Longitude: -81.0016° Approximate Surface Elev: 200 (Ft.) +/- ELEVATION (Ft.)	DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	FIELD TEST RESULTS	WATER CONTENT (%)	PERCENT FINES
	0.2' TOPSOIL , (2 inches)	200+/-					
	SILTY SAND (SM) , fine to medium grained, brown, very loose			X	2-1-1 N=2		
	3.0' SILT (ML) , mottled (off white, purple, orange), very stiff	197+/-		X	3-6-10 N=16		
	8.0' SILTY SAND (SM) , with mica, fine to medium grained, orange and off white, medium dense	192+/-		X	3-7-12 N=19		
	10.0' Boring Terminated at 10 Feet	190+/-		X	3-7-15 N=22		

Stratification lines are approximate. In-situ, the transition may be gradual.

Hammer Type: Automatic

Advancement Method:
3-1/4" Hollow Stem Auger

See Exhibit A-3 for description of field procedures.

Notes:

Abandonment Method:
Borings backfilled with soil cuttings upon completion.

See Appendix B for description of laboratory procedures and additional data (if any).

See Appendix C for explanation of symbols and abbreviations.

WATER LEVEL OBSERVATIONS

No free water observed at end of day



521 Clemson Rd
Columbia, SC

Boring Started: 1/20/2017

Boring Completed: 1/20/2017

Drill Rig: CME-550X

Driller: A. Large

Project No.: 73165135

Exhibit: A-14

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL 7315135.GPJ TERRACON2015.GDT 2/6/17

BORING LOG NO. B-11

PROJECT: Calhoun County Speculative Building

CLIENT: Thomas & Hutton
Columbia, South Carolina

SITE: Sirens Lane
Gaston, South Carolina

GRAPHIC LOG	LOCATION See Exhibit A-2 Latitude: 33.797698° Longitude: -81.001292° Approximate Surface Elev: 195 (Ft.) +/- ELEVATION (Ft.)	DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	FIELD TEST RESULTS	WATER CONTENT (%)	PERCENT FINES
DEPTH							
0.2	TOPSOIL , (2 inches)	195+/-					
	SILTY SAND (SM) , fine to medium grained, brown, very loose		X		2-1-1 N=2		
3.0		192+/-					
	CLAYEY SAND (SC) , fine to medium grained, mottled (tan, orange, gray), medium dense		X		3-10-10 N=20		
			X		3-6-8 N=14		
			X		3-6-8 N=14		
10.0	Boring Terminated at 10 Feet	185+/-					

Stratification lines are approximate. In-situ, the transition may be gradual.

Hammer Type: Automatic

Advancement Method:
3-1/4" Hollow Stem Auger

See Exhibit A-3 for description of field procedures.

Notes:

Abandonment Method:
Borings backfilled with soil cuttings upon completion.

See Appendix B for description of laboratory procedures and additional data (if any).

See Appendix C for explanation of symbols and abbreviations.

WATER LEVEL OBSERVATIONS

No free water observed at end of day



521 Clemson Rd
Columbia, SC

Boring Started: 1/20/2017

Boring Completed: 1/20/2017

Drill Rig: CME-550X

Driller: A. Large

Project No.: 73165135

Exhibit: A-15

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL_7315135.GPJ TERRACON2015.GDT 2/6/17

BORING LOG NO. B-12

PROJECT: Calhoun County Speculative Building


CLIENT: Thomas & Hutton
Columbia, South Carolina

SITE: Sirens Lane
Gaston, South Carolina

GRAPHIC LOG	LOCATION See Exhibit A-2 Latitude: 33.796774° Longitude: -81.00075° Approximate Surface Elev: 184 (Ft.) +/- ELEVATION (Ft.)	DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	FIELD TEST RESULTS	WATER CONTENT (%)	PERCENT FINES
DEPTH							
0.2	TOPSOIL , (2 inches)	184+/-					
8.0	CLAYEY SAND (SC) , fine to medium grained, orange and tan, medium dense			X	2-4-6 N=10		
5				X	5-5-9 N=14		
8.0				X	3-5-10 N=15		
10.0	SILTY SAND (SM) , with mica, fine to medium grained, orange, medium dense	176+/-		X	5-9-15 N=24		
10.0	Boring Terminated at 10 Feet	174+/-					

Stratification lines are approximate. In-situ, the transition may be gradual.

Hammer Type: Automatic

Advancement Method: 3-1/4" Hollow Stem Auger	See Exhibit A-3 for description of field procedures. See Appendix B for description of laboratory procedures and additional data (if any). See Appendix C for explanation of symbols and abbreviations.	Notes:
Abandonment Method: Borings backfilled with soil cuttings upon completion.		
WATER LEVEL OBSERVATIONS No free water observed at end of day	 521 Clemson Rd Columbia, SC	Boring Started: 1/20/2017 Boring Completed: 1/20/2017 Drill Rig: CME-550X Driller: A. Large Project No.: 73165135 Exhibit: A-16

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL 7315135.GPJ TERRACON2015.GDT 2/6/17

BORING LOG NO. B-13

PROJECT: Calhoun County Speculative Building

CLIENT: Thomas & Hutton
Columbia, South Carolina

SITE: Sirens Lane
Gaston, South Carolina

GRAPHIC LOG	LOCATION See Exhibit A-2 Latitude: 33.797071° Longitude: -81.002496° Approximate Surface Elev: 213 (Ft.) +/- ELEVATION (Ft.)	DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	FIELD TEST RESULTS	WATER CONTENT (%)	PERCENT FINES
DEPTH		ELEVATION (Ft.)					
	FILL - CLAYEY SAND (SC) , fine to medium grained, mottled (brown, tan, gray), loose to medium dense	5		X	2-3-4 N=7	11	
		8.0		X	3-4-4 N=8	13	
		10		X	4-6-6 N=12		
	FILL - CLAYEY SAND (SC) , fine to medium grained, orange and tan, loose	205+/-		X	2-4-4 N=8		
		13.0		X	2-3-3 N=6		
	SILTY SAND (SM) , fine to medium grained, brown, loose	200+/-		X	4-8-10 N=18		
		17.0		X	4-7-9 N=16		
	CLAYEY SAND (SC) , fine to medium grained, orange and tan, medium dense	196+/-		X			
		25.0		X			
	Boring Terminated at 25 Feet	188+/-		X			
		25		X			

Stratification lines are approximate. In-situ, the transition may be gradual.

Hammer Type: Automatic

Advancement Method:
3-1/4" Hollow Stem Auger

See Exhibit A-3 for description of field procedures.

Notes:

Abandonment Method:
Borings backfilled with soil cuttings upon completion.

See Appendix B for description of laboratory procedures and additional data (if any).

See Appendix C for explanation of symbols and abbreviations.

WATER LEVEL OBSERVATIONS

No free water observed at end of day



521 Clemson Rd
Columbia, SC

Boring Started: 1/20/2017

Boring Completed: 1/20/2017

Drill Rig: CME-550X

Driller: A. Large

Project No.: 73165135

Exhibit: A-17


THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL 7315135.GPJ TERRACON2015.GDT 2/6/17

BORING LOG NO. B-14

PROJECT: Calhoun County Speculative Building

CLIENT: Thomas & Hutton
Columbia, South Carolina

SITE: Sirens Lane
Gaston, South Carolina

GRAPHIC LOG	LOCATION See Exhibit A-2 Latitude: 33.796327° Longitude: -81.002073° Approximate Surface Elev: 219 (Ft.) +/- ELEVATION (Ft.)	DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	FIELD TEST RESULTS	WATER CONTENT (%)	PERCENT FINES
DEPTH							
	FILL - SILTY SAND (SM) , fine to medium grained, brown, very loose	5	X		2-2-1 N=3		
		5.5			1-1-1 N=2	12	
	FILL - CLAYEY SAND (SC) , fine to medium grained, mottled (orange, tan, gray), medium dense to loose	213.5+/-	X		3-5-5 N=10	13	
		10			5-10-10 N=20		
		14.0					
	SILTY SAND (SM) , fine to medium grained, brown, loose	205+/-	X		3-4-4 N=8		
		15					
		19.0			4-5-6 N=11		
	CLAYEY SAND (SC) , fine to medium grained, orange, medium dense to dense	200+/-	X				
		20					
		25.0			7-14-21 N=35		
	Boring Terminated at 25 Feet	194+/-					
		25					

Stratification lines are approximate. In-situ, the transition may be gradual.

Hammer Type: Automatic

Advancement Method:
3-1/4" Hollow Stem Auger

See Exhibit A-3 for description of field procedures.

Notes:

Abandonment Method:
Borings backfilled with soil cuttings upon completion.

See Appendix B for description of laboratory procedures and additional data (if any).

See Appendix C for explanation of symbols and abbreviations.

WATER LEVEL OBSERVATIONS

No free water observed at end of day



521 Clemson Rd
Columbia, SC

Boring Started: 1/20/2017

Boring Completed: 1/20/2017

Drill Rig: CME-550X

Driller: A. Large

Project No.: 73165135

Exhibit: A-18

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL 7315135.GPJ TERRACON2015.GDT 2/6/17

BORING LOG NO. B-15

PROJECT: Calhoun County Speculative Building

CLIENT: Thomas & Hutton
Columbia, South Carolina

SITE: Sirens Lane
Gaston, South Carolina

GRAPHIC LOG	LOCATION See Exhibit A-2 Latitude: 33.795534° Longitude: -81.001617° Approximate Surface Elev: 224 (Ft.) +/-	DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	FIELD TEST RESULTS	WATER CONTENT (%)	PERCENT FINES
DEPTH	ELEVATION (Ft.)						
0.0	216+/-						
FILL - CLAYEY SAND (SC) , fine to medium grained, brown and tan, medium dense to loose							
5.0				X	4-6-6 N=12	12	
6.0				X	6-12-12 N=24		
8.0				X	2-4-4 N=8	12	
FILL - SILTY SAND (SM) , fine to medium grained, brown, dense to medium dense							
10.0				X	4-15-18 N=33		
15.0				X	3-7-3 N=10		
19.0	205+/-			X	2-4-4 N=8		
CLAYEY SAND (SC) , fine to medium grained, orange, loose							
23.0	201+/-			X			
SILTY SAND (SM) , fine to medium grained, brown, loose							
25.0	199+/-			X	2-3-4 N=7		
Boring Terminated at 25 Feet							
Stratification lines are approximate. In-situ, the transition may be gradual. Hammer Type: Automatic							

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL 7315135.GPJ TERRACON2015.GDT 2/6/17

Advancement Method: 3-1/4" Hollow Stem Auger	See Exhibit A-3 for description of field procedures. See Appendix B for description of laboratory procedures and additional data (if any). See Appendix C for explanation of symbols and abbreviations.	Notes:
Abandonment Method: Borings backfilled with soil cuttings upon completion.		
WATER LEVEL OBSERVATIONS No free water observed at end of day	521 Clemson Rd Columbia, SC	Boring Started: 1/20/2017 Boring Completed: 1/20/2017 Drill Rig: CME-550X Driller: A. Large Project No.: 73165135 Exhibit: A-19

APPENDIX B
LABORATORY TESTING

Geotechnical Engineering Report

Calhoun County Speculative Building ■ Gaston, South Carolina
February 13, 2017 ■ Terracon Project No. 73165135



Laboratory Testing Description

Samples retrieved during the field exploration were taken to the laboratory for further observation by the project geotechnical engineer and were classified in accordance with the Unified Soil Classification System (USCS) described in Appendix C. At that time, the field descriptions were confirmed or modified as necessary and an applicable laboratory testing program was formulated to determine engineering properties of the subsurface materials.

Laboratory tests were conducted on selected soil samples and the test results are presented in this appendix. The laboratory test results were used for the geotechnical engineering analyses, and the development of foundation and earthwork recommendations. Laboratory tests were performed in general accordance with the applicable ASTM, local or other accepted standards.

Selected soil samples obtained from the site were tested for the following engineering properties:

- | | | |
|---|--|---------------|
| ■ | Percent Fines | ASTM D1140-06 |
| ■ | Moisture Content Determination | ASTM D2216-10 |
| ■ | Compaction Characteristics of Soil using Standard Effort | ASTM D698-12 |

Summary of Laboratory Results

BORING ID	Depth	USCS Classification and Soil Description	Compressive Strength (tsf)	Liquid Limit	Plastic Limit	Plasticity Index	% <#200 Sieve	% Gravel	% Sand	% Silt	% Clay	Water Content (%)	Dry Density (pcf)
B-1	1 - 2.5						20.0					15.6	
B-2	1 - 2.5						13.6					12.6	
B-2	3.5 - 5						29.9					14.7	
B-2	8.5 - 10											21.9	
B-2	18.5 - 20											12.0	
B-4	1 - 2.5						16.0					7.7	
B-6	1 - 2.5						12.0					16.4	
B-6	3.5 - 5						19.1					18.6	
B-9	1 - 2.5						31.3					21.1	
B-13	1 - 2.5											11.4	
B-13	3.5 - 5											12.7	
B-14	3.5 - 5											12.5	
B-14	6 - 7.5											13.0	
B-15	1 - 2.5											11.9	
B-15	6 - 7.5											11.7	

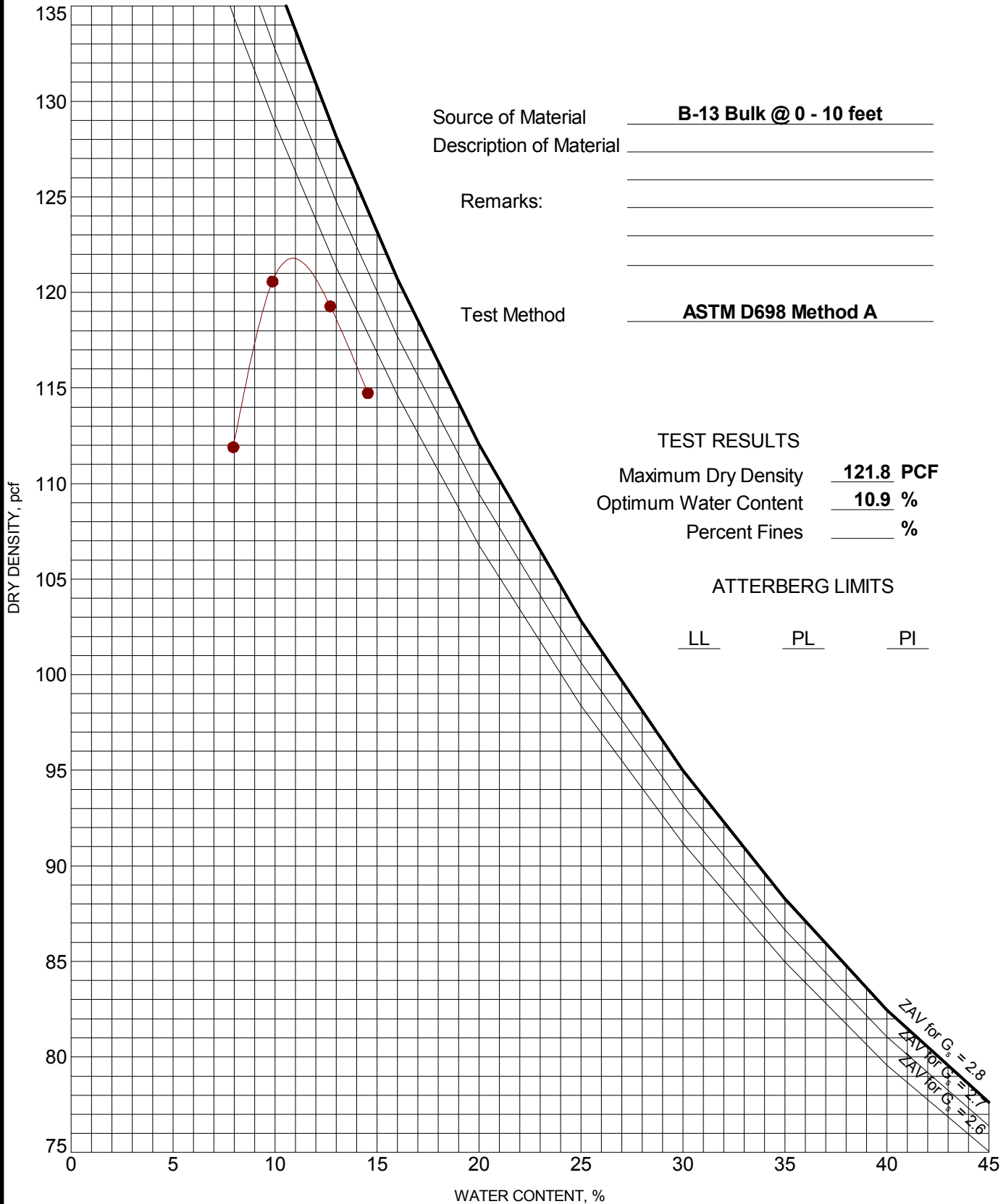
LABORATORY TESTS ARE NOT VALID IF SEPARATED FROM ORIGINAL REPORT. OLD-LAB SUMMARY: USCS 7315135.GPJ TERRACON2012.GDT 1/30/17

PROJECT: Calhoun County Speculative Building	<p style="color: #8B0000; font-weight: bold; margin-top: 10px;">521 Clemson Rd Columbia, SC</p>	PROJECT NUMBER: 73165135
SITE: Sirens Lane Gaston, South Carolina		CLIENT: Thomas & Hutton Columbia, South Carolina
		EXHIBIT: B-2

MOISTURE-DENSITY RELATIONSHIP

ASTM D698/D1557

LABORATORY TESTS ARE NOT VALID IF SEPARATED FROM ORIGINAL REPORT. COMPACTON - V2 7316135.GPJ TERRACON2012.GDT 1/30/17



Source of Material B-13 Bulk @ 0 - 10 feet
 Description of Material _____
 Remarks: _____
 Test Method ASTM D698 Method A

TEST RESULTS
 Maximum Dry Density 121.8 PCF
 Optimum Water Content 10.9 %
 Percent Fines _____ %

ATTERBERG LIMITS
 LL _____ PL _____ PI _____

PROJECT: Calhoun County Speculative Building
 SITE: Sirens Lane
 Gaston, South Carolina

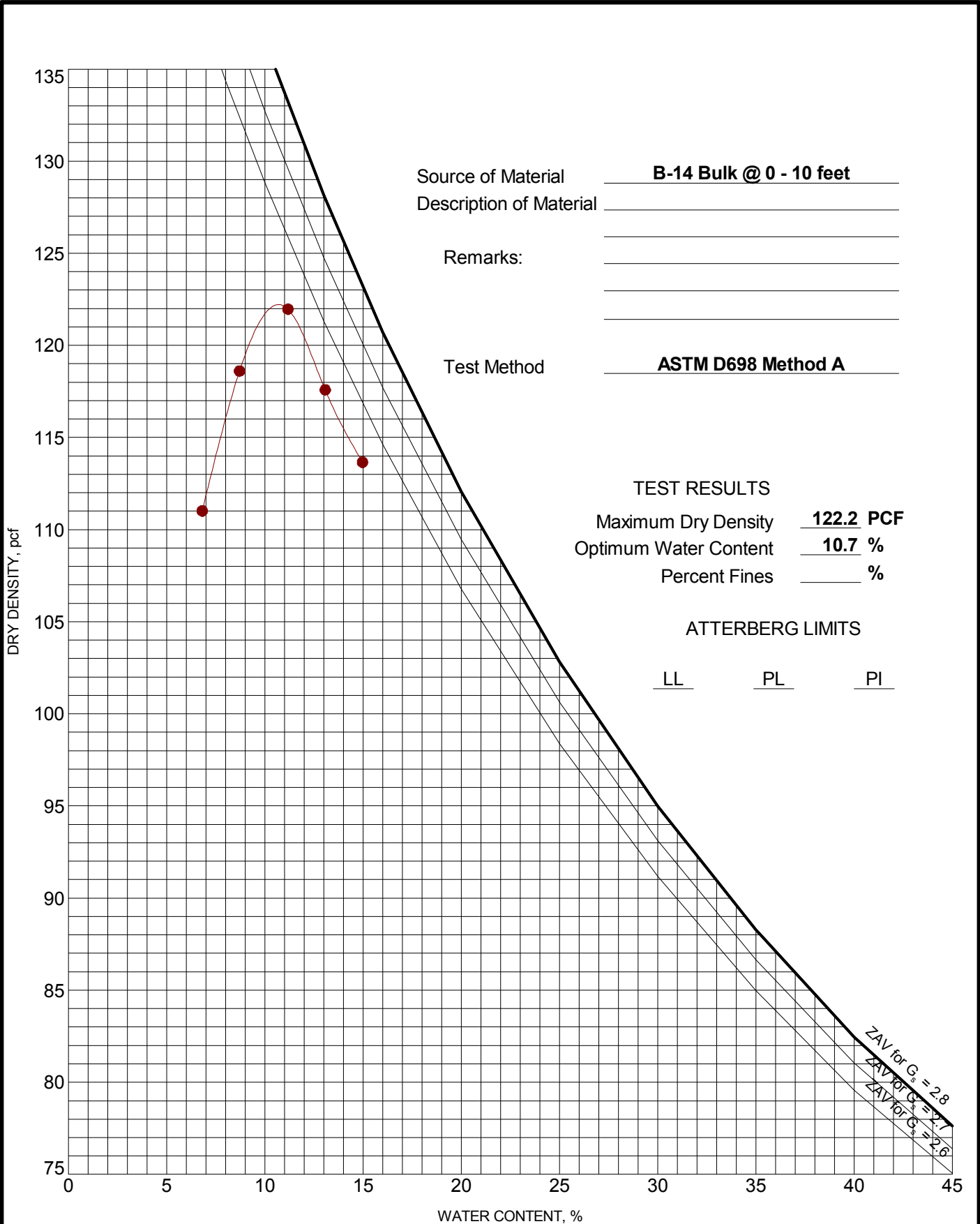


PROJECT NUMBER: 73165135
 CLIENT: Thomas & Hutton
 Columbia, South Carolina
 EXHIBIT: B-3

MOISTURE-DENSITY RELATIONSHIP

ASTM D698/D1557

LABORATORY TESTS ARE NOT VALID IF SEPARATED FROM ORIGINAL REPORT. COMPACTON - V2 7316135.GPJ TERRACON2012.GDT 1/30/17



Source of Material B-14 Bulk @ 0 - 10 feet
 Description of Material _____
 Remarks: _____
 Test Method ASTM D698 Method A

TEST RESULTS
 Maximum Dry Density 122.2 PCF
 Optimum Water Content 10.7 %
 Percent Fines _____ %

ATTERBERG LIMITS
 LL _____ PL _____ PI _____

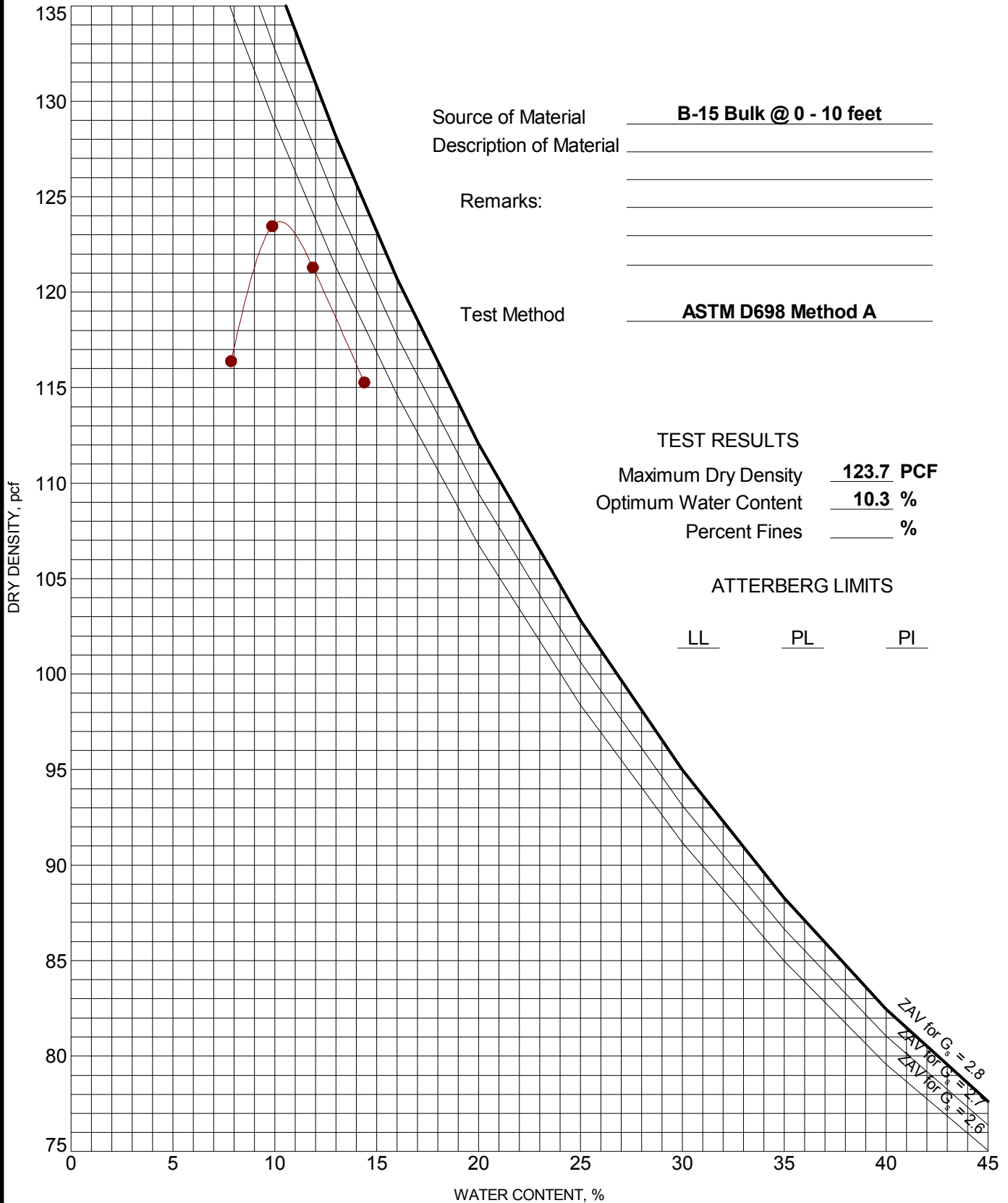
ZAV for $G_s = 2.8$
 ZAV for $G_s = 2.7$
 ZAV for $G_s = 2.6$

PROJECT: Calhoun County Speculative Building	 521 Clemson Rd Columbia, SC	PROJECT NUMBER: 73165135
SITE: Sirens Lane Gaston, South Carolina		CLIENT: Thomas & Hutton Columbia, South Carolina
		EXHIBIT: B-4

MOISTURE-DENSITY RELATIONSHIP

ASTM D698/D1557

LABORATORY TESTS ARE NOT VALID IF SEPARATED FROM ORIGINAL REPORT. COMPACTON - V2 7316135.GPJ TERRACON2012.GDT 1/30/17














Source of Material B-15 Bulk @ 0 - 10 feet
 Description of Material _____
 Remarks: _____
 Test Method ASTM D698 Method A

PROJECT: Calhoun County Speculative Building	 521 Clemson Rd Columbia, SC	PROJECT NUMBER: 73165135
SITE: Sirens Lane Gaston, South Carolina		CLIENT: Thomas & Hutton Columbia, South Carolina
		EXHIBIT: B-5

APPENDIX C
SUPPORTING DOCUMENTS

GENERAL NOTES

DESCRIPTION OF SYMBOLS AND ABBREVIATIONS

SAMPLING			WATER LEVEL		Water Initially Encountered	FIELD TESTS	(HP) Hand Penetrometer	
	Auger	Split Spoon			Water Level After a Specified Period of Time		(T) Torvane	
					Water Level After a Specified Period of Time		(b/f) Standard Penetration Test (blows per foot)	
	Shelby Tube	Macro Core		Water levels indicated on the soil boring logs are the levels measured in the borehole at the times indicated. Groundwater level variations will occur over time. In low permeability soils, accurate determination of groundwater levels is not possible with short term water level observations.			(PID) Photo-Ionization Detector	
							(OVA) Organic Vapor Analyzer	
Ring Sampler	Rock Core							
								
Grab Sample	No Recovery							

DESCRIPTIVE SOIL CLASSIFICATION

Soil classification is based on the Unified Soil Classification System. Coarse Grained Soils have more than 50% of their dry weight retained on a #200 sieve; their principal descriptors are: boulders, cobbles, gravel or sand. Fine Grained Soils have less than 50% of their dry weight retained on a #200 sieve; they are principally described as clays if they are plastic, and silts if they are slightly plastic or non-plastic. Major constituents may be added as modifiers and minor constituents may be added according to the relative proportions based on grain size. In addition to gradation, coarse-grained soils are defined on the basis of their in-place relative density and fine-grained soils on the basis of their consistency.

LOCATION AND ELEVATION NOTES

Unless otherwise noted, Latitude and Longitude are approximately determined using a hand-held GPS device. The accuracy of such devices is variable. Surface elevation data annotated with +/- indicates that no actual topographical survey was conducted to confirm the surface elevation. Instead, the surface elevation was approximately determined from topographic maps of the area.

STRENGTH TERMS	RELATIVE DENSITY OF COARSE-GRAINED SOILS (More than 50% retained on No. 200 sieve.) Density determined by Standard Penetration Resistance Includes gravels, sands and silts.			CONSISTENCY OF FINE-GRAINED SOILS (50% or more passing the No. 200 sieve.) Consistency determined by laboratory shear strength testing, field visual-manual procedures or standard penetration resistance		
	Descriptive Term (Density)	Standard Penetration or N-Value Blows/Ft.	Ring Sampler Blows/Ft.	Descriptive Term (Consistency)	Unconfined Compressive Strength, Qu, psf	Standard Penetration or N-Value Blows/Ft.
Very Loose	0 - 3	0 - 6	Very Soft	less than 500	0 - 1	< 3
Loose	4 - 9	7 - 18	Soft	500 to 1,000	2 - 4	3 - 4
Medium Dense	10 - 29	19 - 58	Medium-Stiff	1,000 to 2,000	4 - 8	5 - 9
Dense	30 - 50	59 - 98	Stiff	2,000 to 4,000	8 - 15	10 - 18
Very Dense	> 50	≥ 99	Very Stiff	4,000 to 8,000	15 - 30	19 - 42
			Hard	> 8,000	> 30	> 42

RELATIVE PROPORTIONS OF SAND AND GRAVEL

<u>Descriptive Term(s) of other constituents</u>	<u>Percent of Dry Weight</u>
Trace	< 15
With	15 - 29
Modifier	> 30

RELATIVE PROPORTIONS OF FINES

<u>Descriptive Term(s) of other constituents</u>	<u>Percent of Dry Weight</u>
Trace	< 5
With	5 - 12
Modifier	> 12

GRAIN SIZE TERMINOLOGY

<u>Major Component of Sample</u>	<u>Particle Size</u>
Boulders	Over 12 in. (300 mm)
Cobbles	12 in. to 3 in. (300mm to 75mm)
Gravel	3 in. to #4 sieve (75mm to 4.75 mm)
Sand	#4 to #200 sieve (4.75mm to 0.075mm)
Silt or Clay	Passing #200 sieve (0.075mm)

PLASTICITY DESCRIPTION

<u>Term</u>	<u>Plasticity Index</u>
Non-plastic	0
Low	1 - 10
Medium	11 - 30
High	> 30

UNIFIED SOIL CLASSIFICATION SYSTEM

Criteria for Assigning Group Symbols and Group Names Using Laboratory Tests ^A				Soil Classification		
				Group Symbol	Group Name ^B	
Coarse Grained Soils: More than 50% retained on No. 200 sieve	Gravels: More than 50% of coarse fraction retained on No. 4 sieve	Clean Gravels: Less than 5% fines ^C	$Cu \geq 4$ and $1 \leq Cc \leq 3$ ^E	GW	Well-graded gravel ^F	
		Gravels with Fines: More than 12% fines ^C	$Cu < 4$ and/or $1 > Cc > 3$ ^E	GP	Poorly graded gravel ^F	
		Clean Sands: Less than 5% fines ^D	Fines classify as ML or MH	GM	Silty gravel ^{F,G,H}	
		Sands with Fines: More than 12% fines ^D	Fines classify as CL or CH	GC	Clayey gravel ^{F,G,H}	
	Sands: 50% or more of coarse fraction passes No. 4 sieve	Clean Sands: Less than 5% fines ^D	$Cu \geq 6$ and $1 \leq Cc \leq 3$ ^E	SW	Well-graded sand ^I	
		Sands with Fines: More than 12% fines ^D	$Cu < 6$ and/or $1 > Cc > 3$ ^E	SP	Poorly graded sand ^I	
		Clean Sands: Less than 5% fines ^D	Fines classify as ML or MH	SM	Silty sand ^{G,H,I}	
		Sands with Fines: More than 12% fines ^D	Fines classify as CL or CH	SC	Clayey sand ^{G,H,I}	
Fine-Grained Soils: 50% or more passes the No. 200 sieve	Silts and Clays: Liquid limit less than 50	Inorganic:	$PI > 7$ and plots on or above "A" line ^J	CL	Lean clay ^{K,L,M}	
		Organic:	$PI < 4$ or plots below "A" line ^J	ML	Silt ^{K,L,M}	
		Inorganic:	Liquid limit - oven dried	< 0.75	OL	Organic clay ^{K,L,M,N}
		Organic:	Liquid limit - not dried			Organic silt ^{K,L,M,O}
	Silts and Clays: Liquid limit 50 or more	Inorganic:	PI plots on or above "A" line	CH	Fat clay ^{K,L,M}	
		Organic:	PI plots below "A" line	MH	Elastic Silt ^{K,L,M}	
		Inorganic:	Liquid limit - oven dried	< 0.75	OH	Organic clay ^{K,L,M,P}
		Organic:	Liquid limit - not dried			Organic silt ^{K,L,M,Q}
Highly organic soils:	Primarily organic matter, dark in color, and organic odor			PT	Peat	

^A Based on the material passing the 3-inch (75-mm) sieve

^B If field sample contained cobbles or boulders, or both, add "with cobbles or boulders, or both" to group name.

^C Gravels with 5 to 12% fines require dual symbols: GW-GM well-graded gravel with silt, GW-GC well-graded gravel with clay, GP-GM poorly graded gravel with silt, GP-GC poorly graded gravel with clay.

^D Sands with 5 to 12% fines require dual symbols: SW-SM well-graded sand with silt, SW-SC well-graded sand with clay, SP-SM poorly graded sand with silt, SP-SC poorly graded sand with clay

$$^E Cu = D_{60}/D_{10} \quad Cc = \frac{(D_{30})^2}{D_{10} \times D_{60}}$$

^F If soil contains $\geq 15\%$ sand, add "with sand" to group name.

^G If fines classify as CL-ML, use dual symbol GC-GM, or SC-SM.

^H If fines are organic, add "with organic fines" to group name.

^I If soil contains $\geq 15\%$ gravel, add "with gravel" to group name.

^J If Atterberg limits plot in shaded area, soil is a CL-ML, silty clay.

^K If soil contains 15 to 29% plus No. 200, add "with sand" or "with gravel," whichever is predominant.

^L If soil contains $\geq 30\%$ plus No. 200 predominantly sand, add "sandy" to group name.

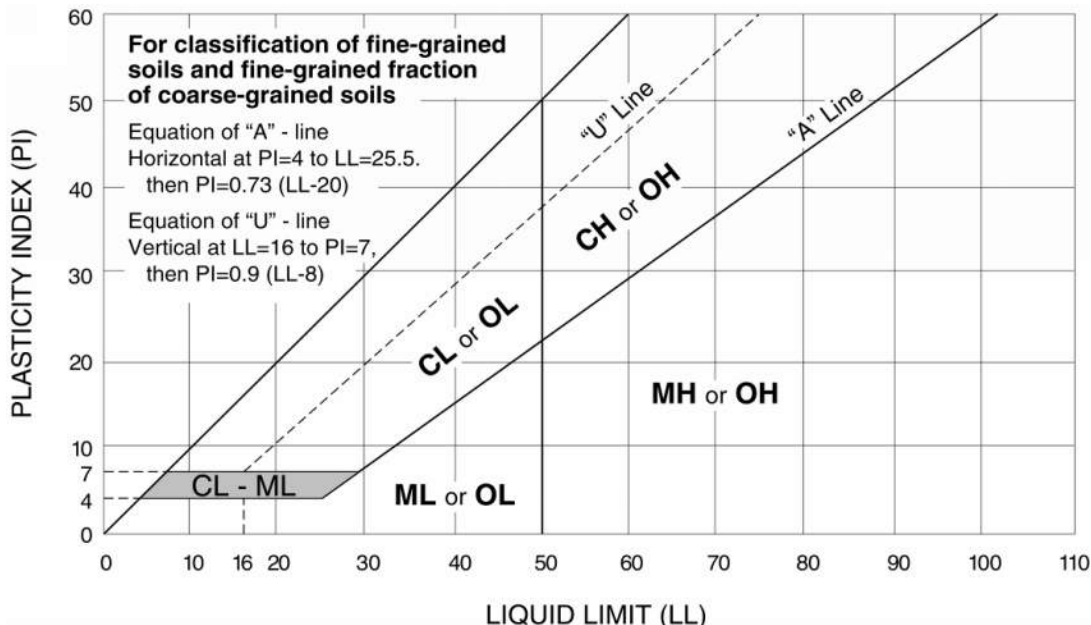
^M If soil contains $\geq 30\%$ plus No. 200, predominantly gravel, add "gravelly" to group name.

^N $PI \geq 4$ and plots on or above "A" line.

^O $PI < 4$ or plots below "A" line.

^P PI plots on or above "A" line.

^Q PI plots below "A" line.



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SECTION 31 00 00 – EARTHWORK

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1.6	Quality Assurance	31 00 00-3
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SECTION 31 00 00**EARTHWORK****PART 1 – GENERAL****1.1 SECTION INCLUDES**

- A. Grading
- B. Excavation
- C. Backfilling
- D. Compaction
- E. Remove and Replace Topsoil
- F. Dressing of Shoulders and Banks
- G. Stone Drainage Filter
- H. Water Control
- I. Testing

1.2 RELATED SECTIONS

- A. Section 01 45 00 – Quality Control
- B. Section 01 45 23 – Testing and Inspecting Services
- C. Section 31 10 00 – Site Clearing
- D. Section 02 41 13 - Selective Site Demolition.

1.3 MEASUREMENT AND PAYMENT

- A. Measurement and payment for earthwork will be made at the lump sum contract price. Work includes grading to subgrades, construction of ditches, dressing of disturbed areas, removing and replacing topsoil, excavating, backfilling and compacting to required elevations, testing, staking, and construction supervision shall be included in the contract lump sum price for "Earthwork."
- B. Unsuitable Material – All material encountered on-site is considered as unclassified. Thus, there will be no measurement made for the removal and replacement of unsuitable material. Payment for all earthwork material shall be included in the lump sum contract price for "Earthwork."
- C. Earthwork - All earthwork associated with the installation of bulkheads, headwalls, wingwalls, weir structures, drainage filters, rip-rap, etc. shall not be measured for

direct payment. Payment for the earthwork shall be included in the lump sum contract price for "Earthwork."

- D. Dewatering - No direct payment shall be made for dewatering. Dewatering shall be included in the lump sum contract price for "Earthwork."
- E. Proof Rolling - No direct payment shall be made for proof rolling. Payment shall be included in the lump sum contract price for "Earthwork."

1.4 REFERENCES (LATEST REVISION)

- A. ASTM D 448 – Sizes of Aggregate for Road and Bridge Construction.
- B. ASTM D 698 – Laboratory Compaction Characteristics of Soil Using Standard Effort.
- C. ASTM D 2487 – Classification of Soils for Engineering Purposes (Unified Soil Classification System).
- D. ASTM D 6938 – In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth).
- E. ASTM D 3740 – Minimum Requirements for Agencies Engaged in Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction.
- F. ASTM E 329 – Agencies Engaged in Construction Inspection and/or Testing.

1.5 SUBMITTALS

- A. Section 01 33 00 – Submittal Procedures: Procedures for submittals.
- B. Materials Source: Submit gradation analysis, proctor results, and soil classification for all borrow material.

1.6 QUALITY ASSURANCE

- A. Perform work in accordance with Federal, State of South Carolina, and Municipality of Spartanburg standards.

1.7 TESTING

- A. Testing as identified in Section 01 45 23 – Testing and Inspection Services, and in this section.
- B. Testing laboratory shall operate in accordance with ASTM D 3740 and E 329 and be acceptable to the Engineer.
- C. The testing laboratory and Project Engineer/Project Representative shall be given a minimum of 48-hours' notice prior to taking any of the tests.
- D. Owner shall select and engage the testing laboratory. Testing laboratory shall be responsible to the Owner and Owner's Engineer. Payment for laboratory and all tests shall be by the Owner, except Owner specifically reserves the right to

deduct from Contractor's payment, expenses and charges of testing laboratory when:

1. Contractor gives notice the work is ready for inspection and testing, and fails to be ready for the test, and/or
 2. Testing of the Contractor's work, fail, and retesting is required, and/or
 3. Contractor abuses the services or interferes with the work of the testing laboratory in the conduct of this work.
- E. Test results shall be furnished to the Engineer prior to continuing with associated or subsequent work.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. A large area of existing fill (berm) is present along Sirens Lane. Based on geotechnical boring data the existing fill is comprised of silty/clayey sands with general loose to medium dense relative density.
- B. These soils should be satisfactory for use as structural fill however some moisture conditioning (drying of the soil) should be expected.

2.2 SOURCE QUALITY CONTROL

- A. If tests indicate materials do not meet specified requirements, change material and retest.

PART 3 – EXECUTION

3.1 TOPSOIL

- A. Contractor shall strip existing topsoil and stockpile on site at a location determined by the Owner at the Contractor's expense.
- B. Topsoil shall be placed to a depth of 4-inches over all disturbed areas.
- C. If additional topsoil is needed, Contractor shall provide additional, at their expense, if it is not available from site.
- D. If there is surplus topsoil, any remaining topsoil will be hauled off site at the Contractor's expense.
- E. Do not excavate wet topsoil.

3.2 EXCAVATION

- A. Suitable excavation material from the proposed sediment basin shall be transported to and placed in fill areas within limits of the work.

- B. Unsuitable and surplus excavation material not required for fill shall be disposed of off site.
- C. Proper drainage, including sediment and erosion control, shall be maintained at all times. Methods shall be in accordance with the National Pollutant Discharge Elimination System standards and other local, state, and federal regulations.
- D. Unsuitable materials as stated herein are defined as highly plastic clay soils, of the CH and MH designation, border line soils of the SC-CH description, and organic soils of the OL and OH description based on the Unified Soils Classification System.

3.3 GROUND SURFACE PREPARATION FOR FILL

- A. All vegetation, roots, brush, stumps, heavy sods, heavy growth of grass, decayed vegetable matter, rubbish, and other unsuitable material within the areas to be filled shall be stripped and removed prior to beginning the fill operation.
- B. Sloped ground surfaces steeper than 1 vertical to 4 horizontal, on which fill is to be placed shall be plowed, stepped, or benched, or broken up as directed, in such a manner where fill material will bond with the existing surface.
- C. After stripping, the exposed subgrades in the at-grade areas and areas receiving fill should be proofrolled. Proofrolling should be performed with a heavily loaded tandem axle dump truck or with similar approved construction equipment under the observation of the geotechnical engineer.
- D. Areas where unsuitable conditions are located should be repaired by removing and replacing the affected material with properly compacted fill.
- E. Surfaces on which fill is to be placed and compacted shall be wetted or dried as may be required to obtain the specified compaction.

3.4 FILL

- A. Shall be placed in successive horizontal layers 12-inches or less in loose thickness for the full width of the cross-section and compacted as required.

3.5 FINISHED GRADING

- A. All areas covered by the project including excavated and filled sections and adjacent transition areas shall be smooth graded and free from irregular surface changes.
- B. Degree of finish shall be that ordinarily obtainable from either blade-grader or scraper operations except as otherwise specified.
- C. Unpaved areas to within 0.1-feet of elevations shown on the drawings provided such deviation does not create low spots that do not drain.
- D. Ditches and sediment basin banks shall be finished graded, dressed, and seeded within 14-calendar days of work to reduce erosion and permit adequate drainage.

3.6 DISPOSAL OF WASTE MATERIAL

- A. All vegetation, roots, brush, sod, broken pavements, curb and gutter, rubbish, and other unsuitable or surplus material stripped or removed from limits of construction shall be disposed of, off-site, by the Contractor.

3.7 PROTECTION

- A. Graded areas shall be protected from traffic, erosion, settlement, or any washing away occurring from any cause prior to acceptance.
- B. Contractor shall be responsible for protection of below grade utilities shown on the drawings or indicated by the Owner at all times during earthwork operations.
- C. Repair or re-establishment of graded areas prior to final acceptance shall be at the Contractors expense.
- D. Site drainage shall be provided and maintained by Contractor during construction until final acceptance of the project. Drainage may be by supplemental ditching, or pumping if necessary, prior to completion of permanent site drainage.

3.8 DRAINAGE

- A. Contractor shall be responsible for providing surface drainage away from all construction areas. This shall include maintenance of any existing ditches or those constructed in the immediate vicinity of the work. Contractor shall provide proper and effective measures to prevent siltation of wetlands, streams, and ditches on both the Owner's property, and those properties downstream.

3.9 FIELD QUALITY CONTROL

- A. Rolling and compaction equipment and methods shall be subject to acceptance by the Engineer. Acceptance in no way relieves Contractor of the responsibility to perform in correct and timely means.
- B. Shall be required on all graded areas. Proof rolling operation shall consist of rolling the subbase or base with a fully loaded 10-wheeled dump truck. A full load shall consist of 10 to 12-cubic yards of soil or rock. The dump truck shall be capable of traveling at a speed of two to five miles per hour and be in sound mechanical shape with no exhaust leaks or smoking from burning oil. The Engineer shall determine number of passes and areas rolled.

END OF SECTION

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SECTION 31 10 00 – SITE CLEARING

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SECTION 31 10 00**SITE CLEARING****PART 1 – GENERAL****1.1 SECTION INCLUDES**

- A. Removal of surface debris.
- B. Removal of trees, shrubs, and other plant life.
- C. Topsoil excavation.

1.2 RELATED SECTIONS

- A. Section 02 41 13 – Selective Site Demolition.
- B. Section 31 00 00 – Earthwork.

1.3 MEASUREMENT AND PAYMENT

- A. Measurement and payment for site clearing shall be made at the contract unit price per acre on the Bid Form. Work includes clearing site, removing stumps, loading and removing waste materials from site.

1.4 REGULATORY REQUIREMENTS

- A. Conform to applicable codes for environmental requirements, disposal of debris, use of herbicides, and demolition as required.
- B. Coordinate clearing Work with utility companies.
- C. There will be no burning allowed.

PART 2 – PRODUCTS**2.1 MATERIALS**

OMITTED

PART 3 – EXECUTION**3.1 PREPARATION**

- A. Identify a waste area for placing removed materials.

3.2 PROTECTION

- A. Protect benchmarks, survey control points, and existing structures that are not to be demolished, from damage or displacement.

- C. Protect all remaining utilities.
- D. Clearing operations shall be conducted to prevent damage by falling trees to trees left standing, to existing structures and installations, and to those under construction, and to provide for the safety of employees and others.

3.3 CLEARING

- A. Clear areas required for access to site and execution of work.
- B. Remove brush as indicated.

3.4 REMOVAL

- A. Remove debris, rock, and other extracted plant life from site.
- B. Remove paving, and curbs; as indicated. Neatly saw cut edges at right angle to surface at streets.

3.5 DISPOSAL

- A. Disposal of brush, etc., resulting from clearing and grubbing shall be the Contractor's responsibility and shall be disposed of by removal from site. All costs in connection with disposing of materials will be at the Contractor's expense.
- B. Disposal by burning is not permitted.

3.6 GRUBBING

- A. Grubbing shall consist of removal and disposal of stumps, roots larger than 1-inch in diameter, and matted roots from designated grubbing areas. This material, together with logs and other organic or metallic debris not suitable for building of pavement subgrade or building pads, shall be excavated and removed to a depth of not less than 18-inches below original surface level of the ground in embankment areas and not less than 2-feet below finished earth surface in excavated areas. Depressions made by grubbing shall be filled with suitable material and compacted to make the surface conform to original adjacent ground.

END OF SECTION

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SECTION 31 25 00 – EROSION AND SEDIMENTATION CONTROLS

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SECTION 31 25 00**EROSION AND SEDIMENTATION CONTROLS****PART 1 – GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Special Conditions apply to this section.

1.2 DESCRIPTION OF WORK

- A. Extent of soil erosion control work includes all measures necessary to meet the requirements of this section.

Erosion and sediment control measures shall be installed prior to any construction activity.

Soil erosion and sediment control measures shall include all temporary and permanent means of protection and trapping soils of the construction site during land disturbing activity. Activity covered in this contract shall meet standards of NPDES General Permit for the state where work is performed.

1.3 PURPOSES

- A. Contractor is to achieve the following goals:
1. Minimize soil exposure by proper timing of grading and construction.
 2. Retain existing vegetation whenever feasible.
 3. Vegetate and mulch denuded areas as soon as possible.
 4. Divert runoff away from denuded areas.
 5. Minimize length and steepness of slopes when it is practical.
 6. Reduce runoff velocities with sediment barriers or by increasing roughness with stone.
 7. Trap sediment on site.
 8. Inspect and maintain erosion control measures.

1.4 QUALITY ASSURANCE

- A. Manufacturer's Qualifications: Firms regularly engaged in the manufacture of soil erosion control systems products of types and sizes required, whose materials have been in satisfactory use for not less than 5 years.

- B. Codes and Standards: Comply with all applicable Local, State, and Federal Standards pertaining to soil erosion control.

1.5 SUBMITTALS

- A. Product Data: Submit manufacturer's technical product data and installation instruction for soil erosion control materials and products.

1.6 MEASUREMENT AND PAYMENT

- A. Measurement and payment for will be paid for at the contract unit price for all erosion control management items as indicated in the contract documents and installed in accordance with the Plans and Specifications. The cost of soil erosion control shall include all equipment, labor and materials necessary to comply with the State of South Carolina Erosion and Sediment Control Program; maintenance and removal upon site stabilization.

PART 2 – PRODUCTS

2.1 GRASSING MATERIALS

- A. Refer to Section 32 92 00 – Turf and Grasses.
 1. General: All grass seed shall be free from noxious weeds, grade A recent crop, recleaned and treated with appropriate fungicide at time of mixture. Deliver to site in original sealed containers with dealer's guarantee as to year grown, percentage of purity, percentage of germination and date of the test by which percentages of purity and germination were determined. All seed sown shall have a date of test within six months of the date of sowing.
 2. Type of Seed: Either Annual Rye or Common Bermuda Grass seed will be used depending on time of year in which seeding is to occur.
 3. Mulch: Straw.
 4. Fertilizer: Commercial balanced 4-12-12 fertilizer.

2.2 HAY BALES

OMITTED

2.3 SILT FENCE

- A. Silt fence shall be a woven geotextile fabric sheet. Fabric shall be a synthetic polymer composed of at least 85% by weight propylene, ethylene, amide, ester, or vinylidene chloride, and shall contain stabilizer and/or inhibitors added to the base plastic to make filaments resistant to deterioration due to ultra-violet and/or heat exposure. Fabric should be finished so the filaments will retain their relative position with respect to each other. Fabric shall be free of defects, rips, holes, or flaws.

Fabric shall meet the following requirements:

Woven Fabrics	
Grab Strength	90 lbs.
Burst Strength	175 PSI
UV Resistance	80%

2.4 CHEMICALS FOR DUST CONTROL

- A. Calcium Chloride, Anionic Asphalt Emulsion, latex Emulsion or Resin-in-Water Emulsion may be used for dust control.

2.5 RIP-RAP

- A. Shall be hard quarry or field stone of such quality the pieces will not disintegrate on exposure to water, sunlight, or weather. Stone shall range in weight from a minimum of 25 pounds to a maximum of 125 pounds. At least 50 percent of the stone shall weigh more than 60 pounds. The stone shall have a minimum dimension of 12 inches.

2.6 EROSION CONTROL BLANKET

- A. Use erosion control blanket SC150, from North American Green or approved equal; see Construction Drawings for installation details.
1. Use Bio stakes where staples are required or indicated on the drawings for stabilization.
 2. Staple in pattern recommended by blanket manufacturer.
 3. Staple locations must be clearly marked on the blanket when stakes are used.
 4. Ensure product is rated to last at least 24-months.

2.7 TEMPORARY FLOATING SKIMMER

- A. Use temporary floating skimmer as specified on the construction plans. Product should at a minimum be equal to the Faircloth Skimmer as noted below:
1. Skimmer should allow for drainage of pond from the water surface level to provide maximum sediment fallout.

PART 3 – EXECUTION

3.1 GENERAL

- A. All disturbed soil areas except those to support paving shall be graded and protected from erosion by grassing. Disturbed areas must be grassed within 14 days of work ending unless work is to begin again before 21 days. Storm water conveyance systems shall have sediment barriers installed at all entrances, intersections, change in direction and discharge points.

3.2 GRASSING

- A. Refer to Section 32 92 00 – Turf and Grasses.

3.3 SEDIMENT BARRIERS

- A. Rock Ditch Check

1. Excavate a 6-inch-deep trench the width and length of proposed barrier. Install a non-woven geotextile fabric in the trench before placing rock for the ditch check.
2. The body of the ditch check shall be constructed of 12-inch rip-rap. The upstream face may be covered with 1-inch washed stone.
3. Ditch checks shall not exceed a height of 2-feet at centerline of the channel and have a minimum top flow length of 2-feet.
4. Riprap shall be placed over the channel banks to prevent water from flowing around ditch check. Rock must be installed by hand or mechanical placement (no dumping of rock) to achieve complete coverage of the ditch and ensure the center of the check is lower than the edges.
5. The maximum spacing between ditch checks shall be where the toe of the upstream check is at the same elevation as the top of the downstream check.
6. Contractor shall maintain ditch checks as required by State regulations.

3.4 SILT FENCE

- A. Silt fence shall be placed at approximate location shown and installed in accordance with the detail on the construction drawings. Contractor shall maintain silt fence as required by state regulations.

3.5 DUST CONTROL

- A. Dust raised from vehicular traffic will be controlled by wetting down access road with water or by the use of a deliquescent chemical, such as calcium chloride, if relative humidity is over 30%. Chemicals shall be applied in accordance with manufacturer's recommendations.
- B. Contractor shall use all means necessary to control dust on and near the work, or off-site borrow areas when dust is caused by operations during performance of work or if resulting from the condition in which any subcontractor leaves the site. Contractor shall thoroughly treat all surfaces required to prevent dust from being a nuisance to the public, neighbors, and concurrent performance of work on site.

3.6 SEDIMENT BASIN

- A. A sediment basin equal in volume to 3,600 cubic feet per disturbed acre is required. The sediment basin/lagoon adjacent to the outfall for the site shall be constructed and stabilized prior to any additional land disturbed activity.

3.7 RIP-RAP

- A. Rip-Rap shall be placed at the locations shown and installed in accordance with the detail on the construction drawings.

3.8 CONSTRUCTION EXIT

- A. Construct exit at the location shown per detail on the construction drawings. Contractor shall maintain construction exit as required by state regulations.

3.9 INLET PROTECTION

- A. Install inlet protection per detail on the construction drawings. Contractor shall maintain inlet protection as required by state regulations until all disturbed surfaces are stabilized.

END OF SECTION

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SECTION 31 37 00 – RIP-RAP

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SECTION 31 37 00**RIP-RAP****PART 1 – GENERAL****1.1 SECTION INCLUDES**

- A. Material placed as bank protection and erosion control.

1.2 RELATED SECTIONS

- A. Section 31 00 00 – Earthwork.
- B. Section 31 25 00 – Erosion and Sedimentation Controls.
- C. Section 33 40 00 – Storm Drainage Utilities.

1.3 ALLOWABLE TOLERANCES

- A. Depth of rip-rap blanket as shown on the drawings and in these specifications is a minimum depth.

1.4 MEASUREMENT AND PAYMENT

- A. Measurement and payment for Rip-Rap shall be made at the contract unit price.

1.5 REFERENCES (LATEST REVISION)

- A. ASTM D 6825-14 – Standard Guide for Placement of Rip-Rap.

PART 2 – PRODUCTS**2.1 MATERIALS**

- A. Stone Rip-Rap: Shall be hard quarry or field stone of such quality the pieces will not disintegrate on exposure to water, sunlight, or weather. Stone shall be solid and non-friable and range in weight from a minimum of 25-pounds to a maximum of 150-pounds. At least 50-percent of the stone pieces shall weigh more than 60-pounds. The stone pieces shall have a minimum dimension of 12-inches. Documents indicating stone analysis, source and other pertinent data (i.e. – filter fabric) shall be submitted for review by the Engineer prior to delivery.
- C. Filter Fabric: Shall be a woven fabric of monofilament and multifilament yarn equivalent to Mirafi FW700. Fabric shall be finished so the filaments will retain their relative position with respect to each other. Fabric shall contain stabilizers and/or inhibitors added to make filaments resistant to deterioration due to ultraviolet and/or heat exposure. Fabric shall be free of flaws, rips, holes, or defects.

2.2 PRODUCT REVIEW

- A. Contractor shall provide the Engineer with a complete description of all products before ordering. Engineer will review all products before they are ordered.

PART 3 – EXECUTION

3.1 PREPARATION

- A. The surface to receive rip-rap shall be prepared to a relatively smooth condition free of obstruction, depressions, debris, rises, and soft or low-density pockets of material. Contours and elevations on construction drawings are to the surface of rip-rap material.

3.2 PLACEMENT

- A. Filter fabric shall be placed with the long dimension running up slope. The strips shall be placed to provide a minimum width of one foot of overlap for each joint. Fabric shall be anchored in place with securing pins of the type recommended by fabric manufacturer. Pins shall be placed on or within 3-inches of the overlap. Place fabric so upstream strip will overlap the downstream strip. Fabric shall be placed loosely to give and avoid stretching and tearing during placement of the stones.
- B. Minimum depth or thickness of stone blanket shall be 12-inches with no under tolerance. Stones shall be dropped no more than three feet during construction. Placing shall begin at bottom of slope. Provide a toe trench if required as detailed on the construction drawings. Entire mass of stone shall be placed to conform with lines, grades, and thickness shown on the plans. Rip-rap shall be placed to its full course thickness at one operation and in such a manner as to avoid displacing the underlying material. Placing of rip-rap in layers, or by dumping into chutes, or by similar methods likely to cause segregation, will not be permitted.

Larger stones shall be well distributed, and the entire mass of stone shall conform to gradation specified. All material used in rip-rap protection shall be placed and distributed so there will be no large accumulations of either the larger or smaller sizes of stone.

It is the intent of these specifications to produce a fairly compact rip-rap protection in which all sizes of material are placed in their proper proportions. Hand placing or rearranging of individual stones by mechanical equipment may be required to secure the results specified.

END OF SECTION

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SECTION 32 92 00 – TURF AND GRASSES

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SECTION 32 92 00
TURF AND GRASSES

PART 1 – GENERAL

1.1 SECTION INCLUDES

- A. Seeding, planting grass, and fertilizing graded areas behind the structures, pipeline rights-of-way, roadway shoulders, and other disturbed areas.
- B. Seed protection.
- C. Maintaining seeded areas until final acceptance.

1.2 RELATED WORK

- A. Civil and Landscape plans and specifications.

1.3 DELIVERY, STORAGE, AND HANDLING

- A. Deliver grass seed in original containers showing analysis of seed mixture, percentage of pure seed, year of production, net weight, date of packaging, and location of packaging. Damaged packages are not acceptable. Store in cool, dry locations away from contaminants.
- B. Deliver fertilizer in waterproof bags showing weight, chemical analysis, and name of manufacturer. Damaged bags are not acceptable. Store in cool, dry locations away from contaminants.
- C. Deliver sod on pallets.
- D. All material shall be acceptable to Engineer prior to use.

1.4 PLANTING DATES

- A. This specification provides for establishment of a permanent grass cover between the dates of March 1 and September 30. If finished earth grades are not completed in time to permit planting and establishment of permanent grass during the favorable season between dates specified above unless otherwise accepted, Contractor will be required to plant a temporary cover to protect new graded areas from erosion and to keep windborne dust to a minimum. The temporary cover shall be planted between October 1 and February 28 unless otherwise permitted.

1.5 MEASUREMENT AND PAYMENT

- A. Measurement and payment for grassing shall be paid for in the contract unit price per contract documents.

PART 2 – PRODUCTS

- A. Contractor shall submit source and species certification documents to Engineer and Owner's Representative for review prior to installation. Supply complete information on all analysis/test methodologies and results; laboratory certifications, manufacturer's specifications, and agency approvals to the Landscape Architect/Project Engineer prior to placement of soil mixtures. In addition, provide the Landscape Architect/Project Engineer with thoroughly mixed sample of soil mixes for acceptance prior to placement. Landscape Contractor shall make modifications and improvements to soil mixes deemed necessary by the soil analysis to meet requirements specified here in before, and to ensure proper growing medium for plant material.

2.1 SEED

- A. All seed shall conform to State Laws and requirements and regulations of the State Department of Agriculture.
- B. The varieties of seed, as specified in Section 2.2, shall be individually packaged or bagged, and tagged to show name of seed, net weight, origin, germination, lot number, and other information required by the State Department of Agriculture.
- C. Engineer reserves the right to test, reject, or accept all seed before seeding.

2.2 SEEDING SCHEDULE

- A. See construction plans for seeding schedule.

2.3 FERTILIZER

- A. Commercial fertilizer of accepted type, conforming to State fertilizer laws at the rate as recommended by soils test.

2.4 LIME

- A. Agricultural grade, ground limestone at the rate as recommended by soils test.

2.5 SPRIG

OMITTED

2.6 SPRIGGING SCHEDULE

OMITTED

2.7 SOD

- A. Sod shall be premium grade, densely rooted, good quality grass of the species and certified variety as shown on the plans, free from noxious weeds with no surface soil being visible. The sod shall be obtained from areas where the soil is reasonably fertile. Sod of specified species shall be grown from seed or sprig with not less than 95 percent germination, 85 percent pure seed, and not more than 0.5 percent weed seed. The sod shall be machine cut to a uniform soil thickness

that shall contain practically all of the dense root system and not be less than 1-inch thick.

- B. Before cutting, sod shall be mowed to a height of not less than 1-1/2-inches or more than 2-inches. Sod shall be cut in minimum uniform widths of 12-inches and lengths of 24-inches.
- C. Sod shall be delivered to site in a fresh, moist condition with healthy green foliage. It shall be unloaded from delivery trucks on pallets or in rolls and placed in final position within 24-hours of delivery. Sod shall be protected from wind and sun and shall not be allowed to dry out before planting.
- D. Sod shall be strong enough to support its own weight and retain its size and shape when suspended vertically from a firm grasp on the upper 10-percent of the section.

2.8 ACCESSORIES

- A. Straw Mulch: Oat or wheat straw, reasonably free from weeds, foreign matter detrimental to plant life, and in dry condition.
- B. Excelsior Mulch: Excelsior mulch shall consist of wood fibers cut from sound, green timber. The average length of fibers shall be 4 to 6-inches. Cut shall be made in such a manner as to provide maximum strength of fiber, but at a slight angle to natural grain of the wood to cause splintering of fibers when weathering in order to provide adherence to each other and to soil.
- C. Wood cellulose fiber shall be made from wood chip particles manufactured particularly for discharging uniformly on the ground surface when dispersed by a hydraulic water sprayer. It shall remain in uniform suspension in water under agitation and blend with grass seed and fertilizer to form a homogenous slurry. Mulch fibers shall intertwine physically to form a strong moisture holding mat on the ground surface and allow rainfall to percolate into underlying soil. The mulch shall be heat processed to contain no germination or growth-inhibiting factors. It shall be dyed (non-toxic) an appropriate color to facilitate metering of material.

2.9 PRODUCT REVIEW

- A. Contractor shall provide the Engineer with a complete description of all products before ordering. The Engineer will review all products before they are ordered.

PART 3 – EXECUTION

3.1 PREPARATION

- A. Areas to be seeded shall be made smooth and uniform and shall conform to the finished grade indicated on plans.
- B. Remove foreign materials, plants, roots, stones, and debris from surfaces to be seeded.
- C. Grassing areas, if not loose, shall be loosened to a minimum depth of 3-inches before fertilizer, seed or sod is applied.

- D. Amendments to soils shall be incorporated into loosened 3-inch topsoil layer as recommended by soils tests.
- E. Contractor shall provide Topsoil Analysis Tests performed by a State Agricultural Experiment Station, Soil and Water Conservation District, State University, or other qualified private testing laboratory, as acceptable to Landscape Architect/Project Engineer. Soils test shall identify existing pH and nutrient levels, as well as recommended adjustments based on the type of grass to be installed.

3.2 STAND OF GRASS

- A. Before acceptance of seeding, sodding, or sprigging is performed for the establishment of permanent vegetation, Contractor will be required to produce a satisfactory stand of perennial grass whose root system shall be developed sufficiently to survive dry periods and winter weather and be capable of re-establishment in spring.
- B. Before acceptance of seeding is performed for the establishment of temporary vegetation, Contractor will be required to produce a stand of grass sufficient to control erosion for a given area and length of time before the next phase of construction or establishment of permanent vegetation is to commence.

3.3 SEEDING AND SPRIGGING DATES

- A. Seeding and sprigging shall be performed during periods and at rates specified in their respective schedules. Seeding and sprigging work may, at discretion of Contractor, be performed throughout the year using schedule prescribed for given period. Seeding and sprigging work shall not be conducted when the ground is frozen or excessively wet. Contractor will be required to produce a satisfactory stand of grass regardless of the period of year work is performed.

3.4 APPLYING LIME AND FERTILIZER

- A. Following advance preparation and placing selected material for shoulders and slopes, lime and fertilizer, if called for based on soil tests, shall be spread uniformly over the designated areas, and shall be thoroughly mixed with the soil to a depth of approximately 2-inches. Fertilizer and lime shall be applied at the rate recommended by required soils test. Unless otherwise provided, lime will not be applied for temporary seeding. In all cases where practicable, acceptable mechanical spreaders shall be used for spreading fertilizer. On steep slopes subject to slides and inaccessible to power equipment, the slopes shall be adequately scarified. Fertilizer may be applied on steep slopes by hydraulic methods as a mixture of fertilizer and seed. When fertilizer is applied with combination seed and fertilizer drills, no further incorporation will be necessary. The fertilizer and seed shall be applied together when Wood Cellulose Fiber Mulch is used. Any stones larger than 2-1/2 inches in any dimension, larger clods, roots, or other debris brought to the surface shall be removed.

3.5 SEEDING

- A. Seed shall be sown within 24-hours following application of fertilizer and lime and preparation of the seedbed as specified in Section 3.4. Seed shall be uniformly sown at rate specified by the use of acceptable mechanical seed drills. Rotary

hand seeders, power sprayers or other satisfactory equipment may be used on steep slopes or on other areas inaccessible to seed drills.

- B. Seeds shall be covered and lightly compacted by means of cultipacker or light roller if the drill does not perform this operation. On slopes inaccessible to compaction equipment, the seed shall be covered by dragging spiked chains, by light harrowing or by other satisfactory methods.
- C. Apply water with fine spray immediately after each area has been sown.
- D. Do not sow seed when ground is too dry, during windy periods or immediately following a rain.
- E. If permitted by the special provisions, wood cellulose fiber mulch or excelsior fiber mulch may be used.

3.6 SEED PROTECTION (STRAW MULCH)

- A. All seeded areas seeded with permanent grasses shall be uniformly mulched in a continuous blanket immediately following seeding and compacting operations, using at least 2-tons of straw per acre.

3.7 SEED PROTECTION (EXCELSIOR MULCH)

- A. Seed shall be sown as specified in Section 3.5. Within 24-hours after covering of seed, excelsior mulch shall be uniformly applied at the rate of 2-tons per acre. The mulch may be applied hydraulically or by other acceptable methods. Should the mulch be placed in a dry condition, it shall be thoroughly wetted immediately after placing. Engineer may require light rolling of the mulch to form a tight mat.

3.8 SEED PROTECTION (WOOD CELLULOSE FIBER MULCH)

- A. After the lime has been applied and ground prepared as specified in Section 3.4, wood cellulose fiber mulch shall be applied at a rate of 1,500-pounds-per-acre in a mixture of seed and fertilizer. Hydraulic equipment shall be used for application of fertilizer, seed, and slurry of the prepared wood pulp. This equipment shall have a built-in agitation system with an operating capacity sufficient to agitate, suspend, and homogeneously mix a slurry of the specified amount of fiber, fertilizer, seed, and water. The slurry distribution lines shall be large enough to prevent stoppage. The discharge line shall be equipped with a set of hydraulic spray nozzles which will provide an even distribution of slurry on various areas to be seeded. The slurry tank shall have a minimum capacity of 1,000-gallons.

Seed, fertilizer, wood pulp mulch, and water shall all be combined into the slurry tank for distribution of all ingredients in one operation by hydraulic seeding method specified herein. Materials shall be combined in a manner recommended by the manufacturer. The slurry mixture shall be regulated so amounts and rates of application shall result in a uniform application of all materials at rates not less than amount specified. Using the color of wood pulp as a guide, equipment operator shall spray prepared seedbed with a uniform visible coat. The slurry shall be applied in a sweeping motion, in an arched stream to fall like rain, allowing wood fibers to build upon each other until an even coat is achieved.

3.9 SPRIGGING

OMITTED

3.10 SODDING

- A. Sod shall be placed between March 1st and December 1st. However, if sod is to be placed during periods of temperatures over 90 degrees F., the Contractor shall take extra care for quick placement of sod with adequate, consistent watering necessary to ensure sod thrives as planted.
- B. Sod shall be placed within 24-hours of cutting.
- C. Place top elevation of sod ½-inch below adjoining paving or curbs.
- D. All areas to be sodded shall be brought to the proper line grade or cross section as was existing prior to construction. Sod shall be placed so, upon completion, edges of sodded areas will be smooth and will conform to the proposed finished grade. Sod shall be laid smooth, edge to edge, with staggered joints. Sod shall be immediately pressed firmly into contact with the sod bed by tamping or rolling, to eliminate any air pockets. A true and even surface shall be provided, to insure knitting without displacement of the sod or deformation of the sodded areas surfaces. Do not stretch or overlap sod pieces. Following compaction, screened soil of good quality shall be used to fill all cracks. Excess soil shall be worked into the grass with rakes or other suitable equipment. On slopes steeper than 3 to 1, sod shall be fastened in place with suitable wood or metal pins to hold the sod in place. Any damage by erosion or other causes occurring after completion of grading operations shall be repaired, before commencing with the sodding operations.
- E. Immediately before sodding, moisten topsoil with a fine spray to a minimum 1-inch depth. Sod shall not be laid on dry or powdery soil.
- F. Sod shall be moist when laid and placed on moist ground. The sod shall be carefully placed by hand, beginning at the toe of slopes and working upwards. The length of strips shall be at right angles to flow of surface water. All joints shall be tightly butted, and end joints shall be staggered at least 12-inches. Sod shall be immediately pressed firmly into the ground by tamping or rolling. Fill all joints between strips with fine screened soil. Sod on slopes shall be pegged with sod pegs to prevent movement.
- G. Within two hours after sod has been placed, thoroughly water to a minimum depth of 4-inches. After sod and soil have dried, roll sodded areas to ensure good bond between sod and soil and to remove depressions and irregularities. Roll sodded areas with a roller not exceeding 150-lbs.-per-foot of roller width.

PART 4 – MAINTENANCE, WARRANTY AND ACCEPTANCE**4.1 MAINTENANCE**

- A. Maintain grassed surfaces until final acceptance.
- B. Maintenance shall consist of providing protection against traffic, watering to ensure uniform seed germination and to keep surface of soil damp, and repairing

any areas damaged as a result of construction operations or erosion. Maintenance shall also include, but is not limited to, watering, weeding, cultivating, removal of dead material, lawn mowing, fertilizing, and other necessary operations.

- C. The Contractor shall maintain all proposed plantings until the date of substantial completion issued by the Owner.

4.2 WARRANTY

- A. All grassed areas shall be guaranteed by Contractor to be alive and healthy for a one (1) year period from date of substantial completion issued by the Owner. A final walk through with the Owner shall be conducted at end of warranty period to determine if any areas require replanting. At end of warranty period, sod shall show evidence of rooting to underlying soil and shall have no competitive weed growth from either the sod or from between sod joints.
- B. Any grassed area which is dead or not showing satisfactory growth shall be replaced at Contractor's expense at the end of warranty period. All replacement shall be of original quality. Replacement required because of vandalism, excessive use, or other causes beyond the control of Contractor are not part of this contract.

4.3 ACCEPTANCE

- A. Before acceptance of seeding performed for the establishment of permanent vegetation, Contractor will be required to produce a satisfactory stand of perennial grass whose root system shall be developed sufficiently to survive dry periods and winter weather and be capable of reestablishment in spring.
- B. A minimum coverage of 80% density over 100% of the disturbed area is required for seeded areas before project acceptance. Sprig and sod areas shall have 95% coverage over 100% of the disturbed area prior project acceptance.

END OF SECTION

SECTION 33 40 00**STORM DRAINAGE UTILITIES****PART 1 – GENERAL****1.01 SECTION INCLUDES**

- A. Construction of pipes, drainage inlets, manholes, headwalls, and various drainage structures.

1.02 RELATED SECTIONS

- A. Section 01 45 00 - Quality Control.
- B. Section 01 45 23 – Testing and Inspecting Services
- C. Section 31 37 00 – Rip-Rap

1.03 OPTIONS

- A. Where manufacturers of material or equipment are named in the specifications, Contractor may use equipment or materials of other manufacturers provided they are reviewed and accepted by Engineer as equivalent to those specified.

1.04 REFERENCES (Latest Revision)

- A. ASTM D 3740 – Minimum Requirements for Agencies Engaged in Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction.
- B. ASTM E 329 – Agencies Engaged in Construction Inspection and/or Testing.
- C. ANSI/AWWA C 150/A 21.50 – Thickness Design of Ductile Iron Pipe.
- D. ASTM A 746 – Ductile Iron Gravity Sewer Pipe.
- E. ANSI/AWWA C 111/A 21.11 – Rubber-Gasket Joints for Ductile Iron Pipe.
- F. ASTM D 698 – Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort.
- G. ASTM D 6938 – In Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth).

1.05 QUALITY ASSURANCE

- A. Material Review – Contractor will furnish the Engineer and Owner a description of all material before ordering. Engineer will review the Contractor's submittals and provide in writing an acceptance or rejection of material.

- B. Manufacturer – Material and equipment shall be standard products of a manufacturer who has manufactured them for a minimum of 2-years and provides published data on their quality and performance.
- C. Subcontractor – A subcontractor for any part of the work must have experience on similar work, and if required, furnish Engineer with a list of projects and Owners or Engineers who are familiar with their competence.
- D. Design – Devices, equipment, structures, and systems not designed by Engineer and Contractor wishes to furnish, shall be designed by either a Registered Professional Engineer or by someone the Engineer accepts as qualified. If required, complete design calculations and assumptions shall be furnished to the Engineer or Owner before ordering.
- E. Testing Agencies – Soil tests shall be taken by a testing laboratory operating in accordance to ASTM D-3740 and E-329 and be acceptable to the Engineer prior to engagement. Mill certificates of tests on materials made by manufacturers will be accepted provided the manufacturer maintains an adequate testing laboratory, makes regularly scheduled tests, spot checked by an outside laboratory and furnishes satisfactory certificates.
- F. Where ductile iron pipe is indicated on the plans, or required by Engineer, it shall be used.

1.06 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Material shall be unloaded in a manner avoiding damage and shall be stored where it will be protected and will not be hazardous to traffic. Contractor shall repair any damage caused by the storage. Material shall be examined before installation. Neither damaged nor deteriorated material shall be used in the work.

1.07 SEQUENCING AND SCHEDULING

- A. Contractor shall arrange work so sections of pipes between structures are backfilled, checked, pavement replaced, and the section placed in service as soon as reasonable after installation.

1.08 ALTERNATIVES

- A. The intention of these specifications is to produce the best system for the Owner. If Contractor suggests alternate material, equipment or procedures will improve results at no additional cost, the Engineer and Owner will examine suggestion, and if accepted, it may be used. The basis upon which acceptance of an alternate will be given is its value to Owner and not for Contractor's convenience.

1.09 GUARANTEE

- A. Contractor shall guarantee quality of materials, equipment, and workmanship for a minimum period of 12-months or as required by the local governing

agency after acceptance. Defects discovered during this period shall be repaired by Contractor at no cost to the Owner.

1.10 EXISTING UTILITIES

- A. All known utility facilities are shown schematically on the construction drawings and are not necessarily accurate in location as to plan or elevation. Utilities such as service lines or unknown facilities not shown, will not relieve the Contractor of responsibility under this requirement. "Existing Utilities Facilities" means any utility existing on the project in its original, relocated, or newly installed position. Contractor will be held responsible for cost of repairs to damaged underground facilities; even when such facilities are not shown on the drawings.
- B. The Contractor shall call for underground utility locations before starting work. Underground utilities location service can be contacted at 1-888-721-7877 (SC) or 811.

1.11 MEASUREMENT AND PAYMENT

- A. Pipe Culverts and Storm Drains – Length of pipe will be paid for on a linear foot basis, as measured along the centerline, from end of pipe to end of pipe, end of pipe to center of structure or center of structure to center of structure. Payment of which will constitute full payment for all pipe, joints, filter fabric and bedding, including trenching, dewatering, excavation, backfill and compaction, surface clean-up, and all incidental labor and material necessary to complete the construction of pipe as required by this section of specifications.
- B. Sheet piling and Bracing – Will not be measured for direct payment. All costs and charges in connection therewith shall be reflected and included in the item of work to which it pertains.

1.12 TESTING

- A. Laboratory tests for moisture density relationship for fill materials shall be in accordance with ASTM D 698, (Standard Proctor).
- B. In place density tests in accordance with ASTM D 1556 or ASTM D 6938.
- C. Testing laboratory shall operate in accordance with ASTM D 3740 and E 329 and be acceptable to the Engineer.
- D. Testing laboratory and Project Engineer/Project Representative shall be given a minimum of 48-hours notice prior to taking any tests.
- E. Owner shall select and engage the testing laboratory. Testing laboratory shall be responsible to the Owner and Owner's Engineer. Payment for laboratory and all tests shall be by Owner, except Owner specifically reserves the right to deduct from Contractor's payment, expenses and charges of testing laboratory when:

1. Contractor gives notice work is ready for inspection and testing, and fails to be ready for the test, and/or
 2. testing of the Contractor's work, products, or materials fail, and retesting is required, and/or
 3. Contractor abuses the services or interferes with work of testing laboratory in conduct of this work
- F. Test results shall be furnished to the Engineer prior to continuing with associated or subsequent work.

PART 2 – PRODUCTS

2.01 PIPE

- A. Ductile Iron – Shall conform to ANSI A 21.50 (AWWA C 150), ANSI A 21.51 (AWWA C 151) and ASTM A 746. All pipe shall be Pressure Class 350 unless otherwise noted. All ductile iron pipes and fittings shall be bituminous coated on the outside and lined with Protecto 401 Ceramic Epoxy or equivalent on inside.
1. Coating on the outside shall be an asphaltic coating approximately 1 mil thick. Finished coating shall be continuous, smooth, neither brittle when cold or sticky when exposed to sun and shall be strongly adherent to the iron.
- B. Protecto 401 Ceramic Epoxy or equivalent interior lining shall conform to ASTM E 96, ASTM D 714, ASTM D 2794 and ASTM G 53. Interior of the pipe shall receive 40 mils nominal dry film thickness of epoxy. Lining application, inspection, certification, handling, and surface preparation of area to receive the protective coating shall be in accordance with manufacturer's specifications and requirements.

2.02 DRAINAGE STRUCTURES

OMITTED

2.03 FILTER FABRIC

- A. Shall be a non-woven heat-bonded fiber of polypropylene and nylon filaments equivalent to Mirafi 140 N. The fabric shall be finished so filaments will retain their relative position with respect to each other. Fabric shall contain stabilizers and/or inhibitors added to the base plastic to make filaments resistant to deterioration due to ultraviolet and/or heat exposure. The product shall be free of flaws, rips, holes, or defects.

2.04 TRACING WIRE

OMITTED

2.05 SOILS AND STONE AGGREGATES

- A. Stone aggregate shall be clean crushed granite or concrete meeting the gradation requirements of grade No. 57.
- B. Soils used for bedding, haunching, and initial backfill shall be as shown in the following table and shall meet requirements and classifications of ASTM D2321 and ASTM D2487.

Class	Type	Soil Group Symbol D 2487	Description	Percentage Passing Sieve Sizes		
				1-1/2 inch (40 mm)	No. 4 (4.75 mm)	No. 200 (0.075 mm)
IB	Manufactured, Processed Aggregates; dense-graded, clean.	None	Angular, crushed stone (or other Class 1A materials) and stone/sand mixtures with gradations selected to minimize migration of adjacent soils; contain little or no fines.	100%	≤50%	<5%
II	Coarse – Grained Soils, clean	GW	Well-graded gravels and gravel-sand mixtures; little or no fines.	100%	<50% of “Coarse Fraction”	<5%
		GP	Poorly-graded gravels and gravel-sand mixtures; little or no fines.			
		SW	Well-graded sands and gravelly sands; little or no fines.		>50% of “Coarse Fraction”	
		SP	Poorly-graded sands and gravelly sands; little or no fines.			
	Coarse-Grained Soils; borderline clean to w/fines.	Eg. GW-GC, SP-SM.	Sands and gravels that are borderline between clean and with fines.	100%	Varies	5% to 12%
III	Coarse-Grained Soils with Fines	GM	Silty gravels, gravel-sand-silt mixtures.	100%	<50% of “Coarse Fraction”	5%
		GC	Clayey gravels, gravel-sand-clay mixtures.			
		SM	Silty sands, sand-silt mixtures.		>50% of “Coarse Fraction”	
		SC	Clayey sands, sand-clay mixtures.			
IVA	Fine-grained soils (inorganic)	ML	Inorganic silts and very fine sands, rock flour, silty or clayey fine sands, silts with slight	100%	100%	>50%

			<i>plasticity.</i>			
		CL	<i>Inorganic clays of low to medium plasticity, gravely clays, sandy clays, silty clays, lean clays.</i>			

2.06 PRODUCT REVIEW

- A. Contractor shall provide the Engineer with a complete description of all products before ordering. Engineer will review all products by the submittal of shop drawings before they are ordered.

PART 3 – EXECUTION

1.02 ON SITE OBSERVATIONS OF WORK

- A. The line, grade, deflection, and infiltration of storm sewers shall be tested by Contractor under direction of Engineer. Owner’s Representative or Engineer will have the right to require any portion of work be completed in their presence and if work is covered up after such instruction, it shall be exposed by Contractor for observation. However, if Contractor notifies Engineer such work is scheduled and the Engineer fails to appear within 48-hours, Contractor may proceed. All work completed, and material furnished shall be subject to review by the Engineer or Project Representative. All improper work shall be reconstructed. All materials not conforming to requirements of specifications shall be removed from the work upon notice being received from Engineer for rejection of such materials. Engineer shall have the right to mark rejected materials to distinguish them as such.
- B. Contractor shall give the Project Engineer or Project Representative a minimum of 48-hours’ notice for all required observations or tests. Storm sewers shall be dry for observation by the Engineer. Lines under water shall be pumped out by Contractor prior to observation, at no additional cost to the Owner.
- C. It will also be required of Contractor to keep accurate, legible records of the location of all storm sewer lines and appurtenances. These records will be prepared in accordance with paragraph on "Record Data and Drawings" in the Special Conditions. Final payment to the Contractor will be withheld until all such information is received and accepted.

1.03 EXCAVATION FOR PIPE

- A. Excavated material shall be piled a sufficient distance from the trench banks to avoid overloading to prevent slides or cave-ins.
- B. Remove from site all material not required or suitable for backfill.
- C. Grade as necessary to prevent water from flowing into excavations.
- D. Remove all water accumulating in the excavation, from surface flow, seepage, or otherwise, by pumping or other acceptable method.

- E. Sheeting, bracing or shoring shall be used as necessary for protection of the work and safety of personnel.

1.04 TRENCHING FOR PIPE

- A. Trenching for Pipe – The width of trenches at any point below top of pipe shall be not greater than outside diameter of pipe plus 4-feet to permit satisfactory jointing and thorough bedding, haunching, backfilling and compacting under and around pipes. Sheeting and bracing where required shall be placed within the trench width as specified. Care shall be taken not to over-excavate. Where trench widths are exceeded, redesign with a resultant increase in cost of stronger pipe or special installation procedures shall be necessary. Cost of this re-design and increased cost of pipe or installation shall be borne by Contractor without additional cost to the Owner. When installing pipe in a positive projecting embankment installation, the embankment shall be installed to an elevation of at least 1-foot above top of pipe for a width of five pipe diameters on each side of pipe before installation of pipe.
- B. Removal of Unsuitable Material – Where wet or otherwise unstable soil, incapable of supporting the pipe is encountered in bottom of trench, such material shall be removed to depth required and replaced to proper grade with stone or sand foundation as determined by Engineer. This foundation shall be compacted to 95% Standard proctor.

1.05 PROTECTION OF UTILITY LINES

- A. Existing utility lines shown on drawings or locations of which are made known to the Contractor prior to excavation, and are to be retained, as well as utility lines constructed during excavation operations, shall be protected from damage during excavation and backfilling, and if damaged, shall be repaired at Contractor's expense. If the Contractor damages any existing utility lines not shown on drawings or locations of which are not known to Contractor, report thereof shall be made immediately. If Engineer determines repairs shall be made by Contractor, such repairs will be ordered under the clause in GENERAL CONDITIONS of contract entitled "CHANGES." When utility lines to be removed are encountered within the area of operations, Contractor shall notify Engineer in ample time for necessary measures taken to prevent interruption of service.

1.06 FOUNDATION AND BEDDING

- A. Stone Foundation – Where the subgrade of pipe is unsuitable material, Contractor shall remove unsuitable material to a depth determined by Engineer or Geotechnical Consultant and furnish and place stone foundation in trench to stabilize subgrade.
- B. Sand Foundation – Where the character of soil is unsuitable, even though dewatered, additional excavation to a depth determined by Engineer or Geotechnical Consultant shall be made and replaced with clean sand furnished by Contractor.

- C. Bedding for pipe shall provide a firm surface of uniform density throughout the entire length of pipe. Before laying pipe, trench bottom shall be de-watered by the use of well points. Where well points will not remove the water, Contractor shall construct sumps and use pumps to remove all water from bedding surface. Pipe shall be carefully bedded in stone accurately shaped and rounded to conform to lowest 1/3 outside portion of circular pipe, or lower curved portion of arch pipe for the entire length of pipe. Bell holes and depressions for joints shall be only of such length, depth, and width as required for properly making the particular type joint.
- D. Ductile Iron Pipe:
1. Materials for bedding concrete pipe shall be either Class II, Class III, or Class IB if processed, to minimize migration of adjacent material.
 2. Depth of bedding shall be equal to 1/24 the outer diameter of pipe or 3-inches, whichever is greater.
 3. Bedding area under the center of pipe, for a width 1/3 outer diameter of pipe, known as middle bedding, shall be loosely placed. Remainder of bedding for full width of the trench shall be compacted to a minimum density of 85% for Class II bedding and 90% for Class III bedding as determined by ASTM D698.

1.07 HAUNCHING, INITIAL BACKFILL, AND FINAL BACKFILL

- A. Haunching – After the bedding has been prepared and pipe is installed, Class II or Class III soil shall be placed along both sides of pipe, in layers not exceeding 6-inches in compacted depth. Care shall be taken to insure thorough compaction and fill under haunches of the pipe. Each layer shall be thoroughly compacted with mechanical tampers and rammers. Haunching shall extend up to the spring line of pipe and be compacted to following densities:
1. Ductile Iron Pipe: Minimum density shall be 98% as determined by ASTM D698.
- B. Initial backfill can be the same as final backfill.
- C. Final Backfill – For all pipes, it should extend to the surface and shall be select materials compacted to a minimum of 95% as determined by ASTM D698.

1.08 PLACING PIPE

- A. Each pipe shall be carefully examined before being laid, and defective or damaged pipe shall not be used. Pipelines shall be laid to the grades and alignment indicated. Proper facilities shall be provided for lowering sections of pipe into trenches. Under no circumstances shall pipe be laid in water, and no pipe shall be laid when trench conditions or weather are unsuitable for such work. Diversion of drainage or dewatering of trenches during construction shall be provided as necessary. All pipe in place shall have been checked before backfilling. When storm drainpipe terminates in a new ditch, headwall or end

section, together with ditch pavement, if specified, shall be constructed immediately as called for on the plans. Ditch slopes and disturbed earth areas shall be grassed and mulched as required. Contractor will be responsible for maintaining these newly constructed ditches and take immediate action subject to acceptance, keeping erosion of the ditch bottom and slopes to a minimum during life of contract. No additional compensation will be given to Contractor for the required diversion of drainage and/or dewatering of trenches. Grassing the trench backfill shall conform to requirements of Section 32 92 00 – Turfs and Grasses.

- B. Ductile Iron Pipe: All pipe shall be laid upgrade with spigots pointing downgrade and in accordance with ASTM D 2321. The pipe shall be laid in a ditch prepared in accordance with pipe excavation." When sewer is complete, the interior surface shall conform on bottom accurately to grades and alignment fixed or given by Engineer. Special care shall be taken to provide a firm bedding in good material, select borrow, stone backfill or 3,000 p.s.i. concrete, as authorized, for length of each joint and 1/2 of the circumference. Holes shall be provided to relieve bells from bedding strain, but not so large to allow separation of the bell from barrel by settlement after backfilling. All pipe shall be cleaned out, and left clean. Every third joint shall be filled around immediately after being properly placed.

1.09 JOINTS IN PIPES

- A. Ductile Iron Pipe – Comply with manufacturer's recommendations for assembly of joint components, lubrication, and making joints. When pipe laying is interrupted, secure piping against movement and seal open ends to prevent the entrance of water, mud, or foreign material.

1.10 FIELD QUALITY CONTROL

- A. Soil and density tests shall be made by a testing laboratory acceptable to the Engineer. Laboratory tests of the soil shall be made in accordance with ASTM D 698. In-place density tests shall be made in accordance with ASTM D 6938. Results of tests shall be furnished to the Engineer.

The minimum number of tests required shall be:

Haunching and Initial Backfill in all areas....	1 per 100-linear feet of pipe, minimum of one per run of pipe for both the haunching and initial backfill zones.
Final Backfill over pipe in traffic areas.....	1 per 100-linear feet or less for each 4-feet of depth or portion thereof.
Final Backfill over pipe in non-traffic areas....	1 per 500-linear feet or less for each 6-feet of depth or portion thereof.

The minimum percent of compaction of the backfill material (in accordance to ASTM D698) shall be the following:

In non-traffic Areas . . . 95% of maximum laboratory density, unless otherwise accepted by the Engineer.

- A. It is the Contractor's responsibility to assure backfill is sufficient to limit pipe deflection to no more than 5%. When flexible pipe is used, a deflection test shall be made by the Contractor on entire length of installed pipeline, not less than 30-days after completion of all backfill and placement of any fill. Deflection shall be determined by use of a deflection device or by use of a spherical, spheroidal, or elliptical ball, a cylinder, or circular sections fused to a common shaft. The ball, cylinder, or circular sections shall have a diameter, or minor diameter as applicable, of 95% the inside pipe diameter. The ball, cylinder, or circular sections shall be of a homogeneous material throughout, shall have a density greater than 1.0 as related to water at 39.2 degrees F, and shall have a surface brinell hardness of not less than 150. The device shall be center bored and through bolted with a 1/4-inch minimum diameter steel shaft having a yield strength of 70,000-p.s.i. or more, with eyes at each end for attaching pulling cables. The eye shall be suitably backed with flange or heavy washer; a pull exerted on opposite end of shaft shall produce compression throughout remote end of ball, cylinder, or circular section. Circular sections shall be spaced so the distance from external faces of front and back sections shall equal or exceed diameter of circular section. Failure of the ball, cylinder, or circular section to pass freely through a pipe run, either by being pulled through by hand or by being flushed through with water, shall be cause for rejection of a run. When a deflection device is used for the test in lieu of a ball, cylinder, or circular sections described, such device shall be given acceptance prior to use. Device shall be sensitive to 1.0% of pipe diameter being measured and shall be accurate to 1.0% of the indicated dimension. Installed pipe showing deflections greater than 5% of normal pipe diameter shall be retested by a run from the opposite direction. If retest also fails, the suspect pipe shall be repaired or replaced at no cost to Owner.

1.11 DRAINAGE STRUCTURES

- A. Drainage structures shall be constructed of materials specified for each type and in accordance with details shown on the drawings.

1.12 REMOVE AND REPLACE PAVEMENT

OMITTED

1.13 CONNECT PIPE TO EXISTING STRUCTURES

- A. Contractor shall connect pipe to the existing structure where indicated. For brick or precast structures, a hole not more than 4-inches larger than outside diameter of new pipe shall be cut or cored neatly in the structure, new pipe laid so it is flush with inside face of structure, and annular space around pipe filled with a damp, expanding mortar or grout to make a watertight seal.

END OF SECTION