

# DAVIS & FLOYD

SINCE 1954

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*“Project Manual” for*

*Laurens County  
Northern Precinct Emergency  
Services Addition*

*For  
Laurens County, South Carolina*

RFP# 2021-424

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**OWNER:**

Laurens County  
100 Hilcrest Square  
Laurens, SC 29360

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**PREPARED BY:**

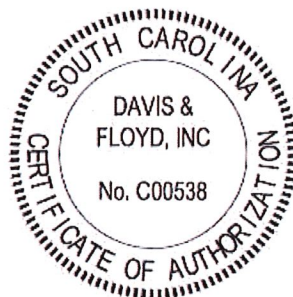
Davis & Floyd, Inc.  
164 Milestone Way, Suite 200  
Greenville, SC 29615  
(864) 527-9800

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September, 2020

JOB NO. 13756.03

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**LAURENS COUNTY NORTHERN PRECINCT STATION ADDITION  
GRAY COURT, SOUTH CAROLINA**

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SECTION 01105 A - ADVERTISEMENT FOR BIDS

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PROJECT: RFP # 2021-424 Request for Bid for Addition To Laurens County Emergency Services Northern Precinct Station.

DATE: September 30, 2020

OWNER: Laurens County

RECEIPT OF BIDS: Separate sealed bids for the construction of the above-referenced project will be received by the Owner's representative, October 28, 2020 at 2 PM in the Main Conference Room of the County Administrative complex, 100 Hillcrest Square, Laurens, SC, 29360, and at said office will be publicly opened and read aloud.

PROJECT DESCRIPTION: The work consists, in general, of site development, construction and associated infrastructure for a third bay addition to the existing Laurens County Emergency Services Northern Precinct on N. Old Laurens Road. All third-party testing and inspection to be provided by the Owner.

PRE-BID CONFERENCE: An On-Site Mandatory Pre-Bid Conference will be held at the project site at 2544 North Old Laurens Road, Gray Court, SC, at 11:00 AM on October 14, 2020.

DOCUMENT AVAILABILITY: Electronic copies of the contract bid documents may be obtained from the County purchasing department by emailing, Billy Wilson, the Purchasing Supervisor [bwilson@co.laurens.sc.us](mailto:bwilson@co.laurens.sc.us) or by downloading directly from the County <https://laurenscounty.us/bids-results/>. Contract Documents have been prepared by Davis & Floyd, Inc., 164 Milestone Way, Greenville, South Carolina 29615.

SECURITY: Each bid must be accompanied by a certified check or cashiers check of the Bidder, or by a Bid Bond made payable to the Owner, for an amount equal to not less than 5 percent of the total bid as a guarantee that, if the bid is accepted, the required Agreement will be executed and that a 100% Performance Bond, 100% Payment Bond, and an acceptable certificate of insurance will be furnished.

OWNER'S RIGHTS: The Owner reserves the right to waive any informalities in bidding and to reject any or all Bids if it is in the Owner's best interest to do so.

(End of Section 01105)

JOB NO. 13756.03  
DATE 09/2020

01105-1

## SECTION 01110 SC - INFORMATION FOR BIDDERS

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RECEIPT AND OPENING OF BIDS: Bids will be received at the time and place as specified in the Advertisement for Bids and then at said office publicly opened and read aloud.

LICENSES: The attention of Bidders is directed to the provisions of the acts for licensing of General Contractors for the State of South Carolina and all requirements of such acts which have bearing upon this work shall be deemed a part of the Specifications as if written therein in full. The showing by the Contractor of his license number shall be deemed as the Contractor's representation that he is legally qualified to enter into the prescribed Contract for any/or all portions of the work included in his Bid.

All Bidders submitting a Bid shall have a currently valid "General Contractor's License" for the State of South Carolina. This License number shall be shown on the bid form immediately below the signature identification and on the face of the sealed envelope containing the submitted bid.

Subcontractors who will be engaged by the General Contractor shall also hold the required licenses.

BID SECURITY: Each Bid must be accompanied by a certified check of the Bidder or a Bid Bond duly executed by the Bidder as principal and having as surety thereon a surety company qualified to do business under the laws of the State of South Carolina and satisfactory to the Owner, in an amount not less than 5 percent of the Bid.

Such check or Bid Bond will be returned to all except the 3 lowest Bidders within 3 days after the opening of Bids, and the remaining checks or Bid Bonds will be returned promptly after the Owner and the accepted Bidder have executed the Agreement, or, if no award has been made within 60 days after the date of the opening of Bids, upon demand of the Bidder at any time thereafter, so long as he has not been notified of the acceptance of his Bid.

EXAMINATION OF DRAWINGS AND SPECIFICATIONS: Each Bidder shall carefully examine the Drawings and Specifications and all Addenda or other revisions thereto and thoroughly familiarize himself with the detailed requirements thereof prior to submitting a Bid. If any Bidder is in doubt as to the true meaning of any part of the Drawings, Specifications, or other Documents, or if any error, discrepancy, conflict, or omission is noted, the Bidder should immediately contact the Engineer in writing and request clarification. The Engineer will clarify the intent of the Documents and/or correct such error, discrepancy, conflict, or omission, and will notify all Bidders by Addendum in cases where the extent of work or the cost thereof will be appreciably affected. No allowance will be made after Bids are received for oversight by a Bidder.

EXAMINATION OF SITE: Each Bidder shall visit the site of proposed work and fully acquaint himself with conditions relating to construction and labor so he may fully understand facilities, difficulties, and restrictions attending execution of work under contract. By executing the Agreement, the Contractor represents that he has visited the site, familiarized himself with the local conditions under which the work is to be performed, and correlated his observations with the requirements of the Contract Documents.

INFORMATION NOT GUARANTEED: All information given on the Drawings or in the Contract Documents relating to subsurface conditions, existing structures, location of utilities, sewer inverts, or other information on existing facilities, is from the best sources at present available to the Owner. All such information is furnished only for the information and convenience of the Bidders. It is agreed and understood that the Owner does not warrant or guarantee that the conditions, pipes, or

other structures encountered during construction will be the same as those indicated on the Drawings or in the Contract Documents. The Bidder must satisfy himself regarding the character, quantities, and conditions of the various materials and the work to be done.

It further is agreed and understood that the Bidder or the Contractor will not use any of the information made available to him or obtained in any examination made by him in any manner as a basis or ground of claim or demand of any nature, against the Owner or the Engineer, arising from or by reason of any variance which may exist between the information offered by the actual materials or structures encountered during the construction work, except as may otherwise be provided for in the Contract Documents.

If any work is performed by the Contractor, or any subcontractor, prior to adequate verification of applicable data, any resultant extra cost for adjustment of work necessary to conform to existing conditions, or damage to existing facilities, shall be assumed by the Contractor without reimbursement or compensation by the Owner.

**ADDENDA AND INTERPRETATIONS:** No interpretation of the meaning of the Drawings, Specifications, or other Bid Documents will be made orally to any Bidder by the Engineers prior to award of the contract.

Every request for such interpretation shall be submitted electronically to Greg McElhannon [gmcclhan@davisfloyd.com](mailto:gmcclhan@davisfloyd.com)

To be given consideration, such request must be received at least 7 days prior to the date fixed for the opening of Bids. Any and all such interpretations and any supplemental instructions will be made in the form of written Addenda to the Specifications, which, if issued provided in electronic format on the Laurens County FTP site, not later than 5 days prior to the date fixed for the opening of Bids. Failure of any Bidder to receive any such Addendum or interpretation shall not relieve such bidder from any obligation under his Bid as submitted. All Addenda so issued shall become part of the Contract Documents.

**COMPLETE WORK REQUIRED:** The Drawings, Specifications, and all supplementary documents are essential parts of the Contract, and requirements occurring in one are as binding as though occurring in all. They are intended to be cooperative, to describe and provide for a complete work. In case of discrepancy on the Drawings, figured dimensions shall govern. In case of omissions from the Specifications as to items of equipment and materials or quantities therefor, the Drawings shall govern. It shall be the responsibility of the Bidder to call to the attention of the Engineer obvious omissions of such magnitude as to affect the strength, adequacy, function, completeness, or cost of any part of the work in ample time for amendment by Addendum prior to bid date.

**LAWS AND REGULATIONS:** All applicable laws, 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 as though herein written out in full.

**WITHDRAWAL OF BIDS:** Any Bidder may withdraw his Bid, either personally or by written request, at any time prior to the scheduled time for opening of Bids or authorized postponement thereof. No Bidder may withdraw his Bid for a period of 60 days after the date set for the opening thereof, and all Bids shall be subject to acceptance by the Owner during this period.

**IRREGULAR BIDS:** A Bid will be considered irregular and may be rejected for any one of the following reasons:

1. If the Bid is on a form other than that furnished in the Bid Documents; or if the form is altered or any part detached.
2. If there are unauthorized additions, conditional or alternate bids, or irregularities of any kind which may tend to make the Bid incomplete, indefinite, or ambiguous as to its meaning.
3. If the Bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
4. If the Bid does not contain a price for each item listed.
5. If the Bid does not contain the aggregate of the Bid, obtained by adding the extended amounts of the various items, if applicable.
6. If the Bid contains obviously unbalanced bid prices.
7. If there is reason to believe that any Bidder is interested in more than one Bid on the same project or that there has been collusion among the Bidders.

DISQUALIFICATION OF BIDDERS: More than one Bid from an individual, a firm or partnership, a corporation or any association, under the same or different names, will not be considered. Reasonable grounds for believing that any Bidder is interested as a principal in more than one Bid for the work contemplated will cause the rejection of all Bids in which such Bidder is believed to be interested. Any or all Bids will be rejected if there is reason to believe that collusion exists among the Bidders. Contracts will be awarded only to responsible Bidders capable of performing the class of work contemplated within the time specified and having sufficient resources and finances to carry on the work properly.

EASEMENTS: If applicable, the Owner has obtained, or will obtain, permanent easements and temporary construction easements through private property.

The Contractor shall not encroach on any property unless it has been established that easements have been obtained. On all other land, the Contractor has no rights unless he obtains permission from the proper parties.

WORK IN COUNTY RIGHTS-OF-WAY: If applicable, the Owner will obtain the necessary easements and permits for construction across County Highway rights-of-way. The Contractor shall abide by all rules, regulations, and requirements of these agencies in regard to construction under this contract, including the giving of notices, provisions for inspections, and employment of such methods of construction as may be required. Wherever these Specifications may be in conflict with the regulations or requirements of these agencies, such regulations shall govern and these Specifications shall be modified to such extent as necessary to conform with the said rules, regulations, and requirements. Wherever additional costs are incurred due to requirements of these agencies, such additional periods of maintenance, special features of construction, etc., all such costs shall be included in the prices bid. No additional compensation will be allowed for such costs after award of the Contract.

ABILITY AND EXPERIENCE OF BIDDER: It is the purpose of the Owner not to award this Contract to any Bidder who does not furnish satisfactory evidence that he has the experience of successfully completing projects of this type and magnitude and that he has sufficient capital, equipment, plant, and personnel to enable him to prosecute the work successfully and to complete it

in the time named. The Owner may make such investigation as it deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner, under oath if so required, all such information and data for this purpose as the Owner may request.

ACCEPTANCE OR REJECTION OF BIDS: The Owner reserves the right to reject any and all Bids when such rejection is in the interest of the Owner; to reject the Bid of a Bidder who has previously failed to perform properly or complete on time contracts of a similar nature; and to reject the Bid of a Bidder who is not, in the opinion of the Engineer, in a position to perform the Contract. The Owner also reserves the right to waive any informalities and technicalities in bidding.

GUARANTY BONDS: The Bidder to whom the contract is awarded will be required to execute the Agreement and obtain the Performance Bond and Payment Bond, each in the sum of the full amount of the Contract Price, within 14 calendar days from the date when Notice of Award is delivered to the Bidder.

The Bonds must be duly executed and acknowledged by the Bidder as principal and by a corporate surety company qualified to do business under the laws of the State of South Carolina, and satisfactory to the Owner as surety, for the faithful performance of the Contract and payment for labor and materials. The premiums for such Bonds shall be paid by the Contractor. Each Bond must be valid for one year beyond the date of final acceptance of the project.

POWER OF ATTORNEY FOR BONDS: Attorneys-in-fact who sign Bid Bonds or Performance Bonds or Payment Bonds must file with each Bond a certified and effective dated copy of their power of attorney.

LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT: The successful Bidder, upon his failure or refusal to execute and deliver the Agreement and Bonds required within 14 calendar days after he has received notice of award, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.

METHOD OF AWARD: Unless all Bids are rejected, the Contract will be awarded to the lowest responsive, responsible Bidder. A responsive Bidder is defined as one whose Bid is complete and submitted in accordance with the Contract Documents without excisions, exceptions, special conditions or alternate bids (unless specifically requested in the bid form). A responsible Bidder is defined as one who is legally licensed to bid and perform work in the State of South Carolina, maintains a permanent place of business, has adequate equipment and qualified staff to complete the work properly and within the established time limit, has adequate financial status to meet his obligations contingent to the work, and is considered by the Owner and Engineer to be capable of performing the work in accordance with the Contract Documents.

FORM OF BID: All Bids must be submitted on the blank bid form provided therefor and must state the total price for which the Bidder will complete the work in accordance with the terms of the Contract Documents. All blank spaces must be filled in and there shall be no interlineations, alterations, or erasures. The Bid must be signed manually by a principal or an officer duly authorized to make contracts. The Bidder's legal name must be fully stated and the name and title of the person signing must be typed below his signature.

BASIS OF BID: It is the intent of the Owner to award the project to the lowest responsive, responsible bidder based on the total base bid.

SUBMITTING BIDS: Each Bid must be submitted on the prescribed bid form. All blank spaces for bid prices must be filled in, in ink or typewritten, and the Bid must be fully completed and executed when submitted. Only one copy of the bid form is required.

Bidders are cautioned that it is the responsibility of each individual Bidder to assure that his Bid is in the possession of the responsible official or his designated alternate prior to the stated time and at the stated place of the bid opening. Owner is not responsible for Bids delayed by mail and/ or delivery services of any nature.

Each Bid should be submitted in an opaque sealed envelope, plainly marked on the outside, addressed and delivered as shown below.

Upper Left Hand Corner:

Bidder's Name

Bidder's Address

To: Billy Wilson  
Purchasing  
Laurens County Administration Building  
100 Hillcrest Square  
Laurens, SC 29360

Lower Left Hand Corner:

Bid for Construction of: Laurens County Northern Precinct Emergency Services Station

S.C. General Contractor's License No. \_\_\_\_\_

(End of Section 01110)



SECTION 01140 LS - BID

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TO: Laurens County

DATE:

(hereinafter called "Owner")

FROM: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

of the City of \_\_\_\_\_, County of \_\_\_\_\_

and State of \_\_\_\_\_, hereinafter called "Bidder".

PROJECT: Laurens County Emergency Services Northern Precinct Addition

Bidders:

The Bidder, in compliance with your Advertisement for Bids for the construction of above-referenced project, having examined the Drawings and Specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the Contract Documents, within the time set forth therein, and the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this bid is a part.

The Bidder declares that he has carefully examined the site of the proposed Work and fully informed and satisfied himself as to the conditions there existing, the character and requirements of the proposed Work, and the difficulties attendant upon its execution, and that he has carefully read and examined the Drawings, the proposed Agreement, and the Specifications and other Contract Documents therein referred to, and knows and understands the terms and provisions thereof.

Bidder understands that information relative to existing conditions, apparent and latent conditions, and natural phenomena, as furnished to him on the Drawings, in the Contract Documents, or by the Owner or the Engineer, carries no guarantee expressed or implied as to its completeness or accuracy, and he has made due allowance therefor.

TIME FOR COMPLETION AND LIQUIDATED DAMAGES: Bidder hereby agrees to commence work under this contract within 14 calendar days of receipt of the Notice to Proceed and to fully complete the project within 180 consecutive calendar days thereafter.

Bidder also agrees for the Owner to withhold \$250/day as liquidated damages for each consecutive calendar day thereafter the project remains incomplete.

Base Bid Work: The work consists, in general, of site development, construction and associated infrastructure for a third bay addition to the existing Laurens County Emergency Services Northern Precinct on Old Laurens Road.

ADDENDA: Bidder acknowledges receipt of the following Addenda:

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Date \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

BASE BID: To supply all labor and materials and to perform all work shown or specified to complete the project for the sum of:

\_\_\_\_\_ Dollars (\_\_\_\_\_)

hereby designated as the BASE BID.

Bidder understands that the Owner reserves the right to reject any and all bids and to waive any informalities in the bidding.

The Bidder agrees that this Bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the Notice of Award, Bidder will execute the formal Agreement with 14 calendar days and deliver Surety Bonds as required by the General Conditions. The bid security attached in the sum of \_\_\_\_\_ (\$\_\_\_\_\_) is to become the property of the Owner in the event the Agreement and Bond are not executed within the time above set forth as liquidated damages for the delay and additional expense to the Owner caused thereby.

The undersigned declares that his firm is (delete those not applicable):

A corporation organized and existing under the laws of the State of \_\_\_\_\_

A partnership consisting of \_\_\_\_\_

The undersigned declares that the person signing this bid is fully authorized to sign the bid on behalf of the firm listed and to fully bind the firm listed to all the conditions and provisions thereof.

It is agreed that no person or persons or company other than the firm listed below or as otherwise indicated hereinafter has any interest whatsoever in this bid or the contract that may be entered into as a result thereof, and that in all respects the bid is legal and fair, submitted in good faith, without collusion or fraud.

Respectfully Submitted:

(SEAL - if bid is by a Corporation)

\_\_\_\_\_  
(Contractor)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
\_\_\_\_\_  
(Title)

\_\_\_\_\_  
\_\_\_\_\_  
(Address)

SC General Contractor's License No. \_\_\_\_\_ (if applicable)

(End of Section 01140)

SECTION 01143 - BID BOND

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KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned \_\_\_\_\_  
\_\_\_\_\_, as Principal, and  
\_\_\_\_\_, as Surety, are  
hereby held and firmly bound unto \_\_\_\_\_,  
as OWNER, in the penal sum of \_\_\_\_\_, for the  
payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our  
heirs, executors, administrators, successors and assigns.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

The Condition of the above obligation is such that whereas the Principal has submitted to  
\_\_\_\_\_ a certain BID, attached hereto and hereby  
made a part hereof, to enter into a contract in writing,

for the construction of: Laurens County Northern Precinct Emergency Services Station Addition

NOW, THEREFORE,

- (a) If the said BID shall be rejected, or in the alternate,
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

\_\_\_\_\_(L.S.)  
Principal

\_\_\_\_\_  
Surety

By: \_\_\_\_\_

SEAL

IMPORTANT: 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.

(End of Section 01143)

SECTION 01210 - AGREEMENT

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THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2020,  
by and between \_\_\_\_\_, Laurens County,  
(Name of Owner)  
acting herein through its \_\_\_\_\_,  
(Title of Authorized Official)  
hereinafter called "OWNER" and \_\_\_\_\_,  
(Name of Contractor)  
doing business as \_\_\_\_\_,  
(an Individual), (a Partnership) or (a Corporation)  
of the City of \_\_\_\_\_, County of \_\_\_\_\_,  
and State of \_\_\_\_\_, hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

Laurens County Northern Precinct Emergency Services Station Addition

hereinafter called the PROJECT.

2. The CONTRACTOR will furnish all materials, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 14 calendar days after the date of the NOTICE TO PROCEED and will fully complete the PROJECT within 180 consecutive calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS. The CONTRACTOR further agrees for the Owner to withhold, as liquidated damages, the sum of \$250 for each consecutive calendar day(s) thereafter as hereinafter provided in the GENERAL CONDITIONS.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \_\_\_\_\_ Dollars ( \_\_\_\_\_ ) for Base bid work.

5. The term "CONTRACT DOCUMENTS" means and includes the following:

- A. Advertisement for Bids
- B. Information for Bidders
- C. Bid
- D. Bid Bond
- E. Agreement
- F. Performance Bond
- G. Payment Bond
- H. General Conditions
- I. Supplemental Conditions
- J. Certificate of Owner's Attorney
- K. Notice of Award
- L. Notice to Proceed
- M. Change Orders
- N. Drawings prepared by Davis & Floyd, Inc., and listed in the Supplemental Conditions
- O. Project Manual prepared by Davis & Floyd, Inc., and dated September, 2020.
- P. Addenda

No. \_\_\_\_\_ Dated \_\_\_\_\_

No. \_\_\_\_\_ Dated \_\_\_\_\_

No. \_\_\_\_\_ Dated \_\_\_\_\_

No. \_\_\_\_\_ Dated \_\_\_\_\_

6. The OWNER agrees to pay the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.

7. This Agreement shall be binding on all parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in three (3) counterparts, each of which shall be deemed an original, in the year and day first above written.

\_\_\_\_\_  
(Owner)

By: \_\_\_\_\_  
(Signature)

(SEAL)

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Witness)      \_\_\_\_\_  
(Contractor)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

(SEAL)

ATTEST: \_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Witness)

(End of Section 01210)



SECTION 01212 - PERFORMANCE BOND

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KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

\_\_\_\_\_, hereinafter called Principal, and  
(a Corporation, a Partnership or an Individual)

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto \_\_\_\_\_

\_\_\_\_\_  
(Name of Owner)

\_\_\_\_\_  
(Address of Owner)

hereinafter called OWNER, in the penal sum of \_\_\_\_\_

\_\_\_\_\_ Dollars, (\$) \_\_\_\_\_ ) in lawful money

of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas the Principal entered into a certain contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2020, a copy of which is hereto attached and made a part hereof for the construction of:

Laurens County Northern Precinct Emergency Services Station Addition

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS. PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied, IN WITNESS WHEREOF, this instrument is executed in six (6) counterparts, each one of which shall be deemed an original, this the \_\_\_\_ day of \_\_\_\_\_, 2020.

ATTEST:

\_\_\_\_\_  
Principal

\_\_\_\_\_  
(Principal) Secretary

(SEAL)

By: \_\_\_\_\_(S)

\_\_\_\_\_  
Address  
\_\_\_\_\_

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
Address  
\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Surety

\_\_\_\_\_  
(Surety) Secretary

By: \_\_\_\_\_  
Attorney-in-Fact

(SEAL)

\_\_\_\_\_  
Address  
\_\_\_\_\_

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
Address  
\_\_\_\_\_

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND. IMPORTANT: 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.

(End of Section 01212)

SECTION 01214 - PAYMENT BOND

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KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

\_\_\_\_\_  
hereinafter (an Individual), (a Partnership), or (a Corporation)

called Principal, and

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto \_\_\_\_\_

\_\_\_\_\_  
(Name of Owner)

\_\_\_\_\_  
(Address of Owner)

hereinafter called OWNER, in the penal sum of \_\_\_\_\_

\_\_\_\_\_ Dollars, (\$\_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly, by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2020, a copy of which is hereto attached and made a part hereof for the construction of:

Laurens County Northern Precinct Emergency Services Station Addition

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment or rental equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK, whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in six (6) counterparts, each one of which shall be deemed an original, this the \_\_\_\_ day of \_\_\_\_\_, 2020.

ATTEST:

\_\_\_\_\_  
Principal

\_\_\_\_\_  
(Principal) Secretary

(SEAL)

By: \_\_\_\_\_ (S)

\_\_\_\_\_  
Address

\_\_\_\_\_

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
Address

\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Surety

\_\_\_\_\_  
(Surety Secretary)

By: \_\_\_\_\_  
Attorney-in-Fact

(SEAL)

\_\_\_\_\_  
Address

\_\_\_\_\_

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
Address

\_\_\_\_\_

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is a Partnership, all partners should execute BOND.

IMPORTANT: 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.

(End of Section 01214)



SECTION 01219 - CERTIFICATE OF OWNER'S ATTORNEY

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I, the undersigned, \_\_\_\_\_,

the duly authorized and acting legal representative of \_\_\_\_\_

\_\_\_\_\_

do hereby certify as follows:

I have examined the attached contract(s) and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions, and provisions thereof.

\_\_\_\_\_

DATE: \_\_\_\_\_





## SECTION 01230 A - GENERAL CONDITIONS

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### 1. GENERAL

1.1 THE CONTRACT DOCUMENTS: The Contract Documents consist of the Advertisement for Bids, Information for Bidders, Bid, Bid Bond, Agreement, Payment Bond, Performance Bond, Conditions of the Contract (General, Supplemental and Other Conditions), Drawings, Specifications, Addenda, Notice of Award, Notice to Proceed, and Change Orders.

1.2 CORRELATION AND INTENT OF DOCUMENTS: The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all.

The intent of the Drawings and Specifications is that the Contractor shall furnish all labor, supplies and materials, tools, machinery, equipment, transportation, supervision, temporary construction of any nature, and all other services, facilities and means necessary for the proper execution and completion of the Work in accordance with the Contract Documents and all incidental work necessary to complete the Project in an acceptable manner, and fully complete the work or improvement ready for use, occupancy and operation by the Owner.

Any mention in the Specifications or indication on the Drawings of articles, materials, methods or operations shall require the Contractor to furnish such item or service as if it was fully specified unless it is noted or specified as not in the contract. It is intended that all materials shall be new and best quality in every respect unless otherwise noted or specified. All workmanship, methods of assembly, and erection shall be first class in every respect.

1.3 CONFLICT OR INCONSISTENCY: If there is any conflict or inconsistency between the provisions of the Supplemental Conditions and the provisions of the other Contract Documents, the provisions of the Supplemental Conditions shall prevail. If there is any conflict or inconsistency between the provisions of the General Conditions and the provisions of any of the Contract Documents other than the Supplemental Conditions, the provisions of the General Conditions shall prevail.

In case of conflict between the Drawings and Specifications, the Specifications shall govern. Figure dimensions on Drawings shall govern over scale dimensions, and detailed Drawings shall govern over general Drawings.

In case of difference between small-scale and large-scale drawings, the large scale drawings shall govern. Schedules on any contract drawing shall take precedence over conflicting information on that or any other contract drawing. On any of the drawings where a portion of the work is detailed or drawn out and the remainder is shown in outline, the parts detailed or drawn out shall apply also to all other like portions of the work. Where the word "similar" occurs on the drawings, it shall have a general meaning and not be interpreted as being identical, and all details shall be worked out in relation to their location and their connection with other parts of the work.

Any discrepancies found between the Drawings and Specifications and site conditions or any inconsistencies or ambiguities in the Drawings or Specifications shall be immediately reported to the Engineer, in writing, who will promptly correct such inconsistencies or ambiguities in writing. Work done by the Contractor after his discovery of such discrepancies, inconsistencies or ambiguities shall be done at the Contractor's risk.

Should a conflict be discovered within the Contract Documents, the Contractor shall be deemed to have estimated the higher quality way of doing the Work unless he shall have asked for and obtained a decision in writing from the Engineer before entering into this Contract.

1.4 ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS: The Contractor may be furnished additional instructions and detail drawings, by the Engineer, as necessary to carry out the Work required by the Contract Documents. The additional drawings and instructions thus supplied will become a part of the Contract Documents. The Contractor shall carry out the Work in accordance with the additional detail drawings and instructions.

1.5 SPECIFICATION HEADINGS: For convenience of reference, these Specifications are divided into various Divisions, Sections, Subsections and Paragraphs. The titles of these headings shall not be taken as a correct or complete segregation of the various types of material and labor nor as an attempt to outline jurisdictional procedures. The headings shall not be deemed to limit or restrict the content, meaning or effect of such section, subsection, paragraph, provision or part.

The organization of the Specifications into the various headings, and the arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade. Each subcontract shall be dependent upon its own definite confines, regardless of Divisions of these Specifications. No responsibility, either direct or implied, is assumed by the Owner for omissions or duplications by the Contractor or by any of his subcontractors due to real or alleged errors in arrangement of matter in Contract Documents.

1.6 DRAWINGS AND SPECIFICATIONS FOR CONSTRUCTION PURPOSES: The Contractor will be furnished 1 complete set of Drawings and Specifications to be used during the course of construction. If more than 1 set is needed, the Contractor will be required to pay the actual cost of printing and handling.

1.7 DEFINITIONS: Wherever the words hereinafter defined or pronouns used in their stead occur in the Contract Documents, they shall have the following meanings:

ADDENDA: Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the Contract Documents, Drawings and Specifications by additions, deletions, clarifications or corrections. Such addendum or addenda will take precedent over the position of the general drawings and specifications concerned and will be considered as part of the Contract Documents.

AGREEMENT: The Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral, including the bidding documents. The Agreement may be amended or modified by a Change Order.

BID: The written offer or proposal of the Bidder, submitted on the prescribed form, properly signed and guaranteed, to perform the work at the prices quoted by the Bidder.

BID BOND: The security furnished by the Bidder with his bid for the Project is guaranty he will enter into a contract for the work if his bid is accepted.

BIDDER: Any individual, firm or corporation or combination of same submitting a bid for the work contemplated, acting directly or through a duly authorized representative.

BONDS: Bid, Performance, and Payment Bonds and other instruments of security furnished by the Contractor and his Surety in accordance with the Contract Documents.

CALENDAR DAY: Every day shown on the calendar, Sundays and holidays included.

CHANGE ORDER: A written order to the Contractor authorizing an addition, deletion, or revision in the Work within the general scope of the Contract Documents, or authorizing an adjustment in the Contract Price or Contract Time.

CONTRACT: The Contract Documents form the Contract. The Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral, including the bidding documents. The Contract may be amended or modified by a Change Order.

CONTRACT DOCUMENTS: The Contract Documents consist of the Advertisement for Bids, Information for Bidders, Bid, Bid Bond, Agreement, Payment Bond, Performance Bond, the Conditions of the Contract (General, Supplemental, and other Conditions), the Drawings, the Specifications, Addenda issued prior to execution of the Contract, Notice of Award, Notice to Proceed and Change Orders.

CONTRACT PRICE: The total monies payable to the Contractor under the terms and conditions of the Contract Documents.

CONTRACTOR: The individual, firm or corporation with whom the Owner has executed the Agreement by which the Contractor is obligated directly, or through subcontractors, to perform work in connection with the Project. The Contractor is the person or organization identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Contractor means the Contractor or his authorized representative.

CONTRACT TIME: The number of calendar days stated in the Contract Documents for the completion of the Work.

DRAWINGS: The part of the Contract Documents which show the characteristics and scope of the Work to be performed and which have been prepared or approved by the Engineer.

ELEVATION: The figures given on the Drawings or in the other Contract Documents after the word "elevation" or abbreviation of it shall mean the distance in feet above the datum adopted by the Engineer.

ENGINEER: The person, firm or corporation named as such in the Contract Documents and duly appointed by the Owner to undertake the duties and powers herein assigned to the Engineer, acting either directly or through duly authorized representatives.

EQUIPMENT: All machinery, together with the necessary supplies for upkeep and maintenance, and all tools and apparatus necessary for the proper construction and acceptable completion of the work.

FIELD ORDER: A written order effecting a change in the Work not involving an adjustment in the Contract Price or an extension of the Contract Time, issued by the Engineer to the Contractor during construction.

FURNISH: Furnish and install complete, in place, and ready for use.

INFORMATION FOR BIDDERS: The Notice to Contractors containing all necessary information as to provisions, requirements, date, place, and time of submitting bids.

LATEST EDITION: The current printed document issued eight weeks or more prior to date of receipt of bids.

MATERIALS: Any substance specified for use in the construction of the Project and its appurtenances.

NET COST: The cost to the Contractor after application of all credits and discounts (excepting only cash discounts) and without the addition of any factor for burden, overhead or indirect cost or profit.

NOTICE OF AWARD: The written notice of the acceptance of the Bid from the Owner to the successful Bidder.

NOTICE TO PROCEED: Written communication issued by the Owner to the Contractor authorizing him to proceed with the Work and establishing the date of commencement of the Work.

OWNER: A public or quasi-public body or authority, corporation, association, partnership, or individual for whom the Work is to be performed.

PAYMENT BOND: The approved form of security furnished by the Contractor to guarantee the payment to all persons supplying labor and materials in the prosecution of the work in accordance with the terms of the Contract.

PERFORMANCE BOND: The approved form of security furnished by the Contractor to guarantee the completion of the work in accordance with the terms of the Contract.

PRECONSTRUCTION CONFERENCE: A conference following award and prior to start of construction to be attended by a duly authorized representative of the Engineer and by the responsible officials of the Contractor and other affected parties.

PROJECT: The undertaking to be performed as provided in the Contract Documents.

PROPOSAL: The written offer of the Bidder, submitted on the prescribed form, properly signed and guaranteed, to perform the work at the prices quoted by the Bidder.

PROPOSAL FORM: The approved form on which the Owner requires formal bids to be prepared and submitted for the work.

PROPOSAL GUARANTY: The security furnished by the Bidder with his proposal for a Project, as guaranty he will enter into a contract for the work if his proposal is accepted.

PROVIDE: Furnish and install complete, in place, and ready for use.

RESIDENT PROJECT REPRESENTATIVE: The authorized representative of the Owner who is assigned to the Project site or any part thereof.

SHOP DRAWINGS: All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, a Subcontractor, manufacturer, Supplier or distributor, which illustrate how specific portions of the Work shall be fabricated or installed.

SPECIALIST: An individual or firm of established reputation which is regularly engaged in, and which maintains a regular force of workmen skilled in either manufacturing or fabricating items required by the contract, installing items required by the contract, or otherwise performing work required by the contract. Where the contract specifications require installation by a specialist, that term shall also be deemed to mean either the manufacturer of the item, an individual or firm licensed by the manufacturer, or an individual or firm who will perform the work under the manufacturer's direct supervision.

SPECIFICATIONS: A part of the Contract Documents consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.

SUBCONTRACTOR: An individual, firm or corporation having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the Work at the site. The term Subcontractor is referred to through-out the Contract Documents as if singular in number and masculine in gender and means a Subcontractor or his authorized representative.

SUB-SUBCONTRACTOR: An individual, firm or corporation having a direct or indirect contract with a Subcontractor to perform any of the Work at the site. The term Sub-subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Sub-subcontractor or an authorized representative thereof.

SUBSTANTIAL COMPLETION: That date as certified by the Engineer when the construction of the Project or a specified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended.

SUPPLEMENTAL CONDITIONS: Conditions of the Contract other than the General Conditions.

SUPERINTENDENT: The Contractor's authorized representative in responsible charge of the work.

SUPPLIER: Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.

SURETY: The corporation, partnership or individual bound with and for the contractor for the full and complete performance of the contract, and for the payment of all debts pertaining to the work.

TITLES (OR HEADINGS): The titles or headings of the sections and subsections herein are intended for convenience of reference and shall not be considered as having any bearing on their interpretation.

WORK: All labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in the Project.

WRITTEN NOTICE: Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at his last given address, or delivered in person to said party or his authorized representative on the Work.

1.8 ADDITIONAL DEFINITIONS: Wherever in the Specifications or on the Drawings, the words "as designated", "as detailed", "as directed", "as ordered", "as permitted", "as prescribed", "as provided", "as requested", "as required", or words of like import are used, it shall be understood that the designation, detail, direction, order, permission, prescription, provision, request or requirement of



the Engineer is intended. Similarly, the words "approved", "acceptable", "satisfactory", and words of like import shall mean approved by, acceptable to, or satisfactory to the Engineer.

1.9 ABBREVIATIONS: Where any of the following abbreviations are used in the Specifications, they shall have the meaning set forth opposite each.

ACI	American Concrete Institute
AGC	Associated General Contractors of America, Inc.
AISC	American Institute of Steel Construction
AMA	Acoustical Materials Association
ANSI	American National Standards Institute
ASA	Acoustical Society of America
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating and Air Conditioning Engineers
ASTM	American Society for Testing and Materials
CSI	Construction Specification Institute
EPA	Environmental Protection Agency
FS	Federal Specification
GA	Gypsum Association
MLA	Metal Lath Association
MLMA	Metal Lath Manufacturers Association
MS	Military Specification
MSTD	Military Standard
NCMA	National Concrete Masonry Association
NEC	National Electrical Code
NECA	National Electrical Contractors Association, Inc.
NEMA	National Electrical Manufacturers Association
NFC	National Fire Code
NFPA	National Fire Protection Association
OSHA	Occupational Safety and Health Act
PCA	Portland Cement Association
PCI	Prestressed Concrete Institute

## 2. OWNER'S RIGHTS AND RESPONSIBILITIES

2.1 CHANGES IN THE WORK: The Owner, without invalidating the Contract, may make changes in the Work and in the Drawings and Specifications; therefore, by making alterations therein, additions thereto, or omissions therefrom. All Work resulting from such changes shall be performed and furnished under and pursuant to the terms and conditions of the Contract. If such changes result in an increase or decrease in the Work to be done hereunder, or increase or decrease the quantities thereof, adjustment in compensation will be made therefor as provided in Subsection 7.12 entitled PAYMENT FOR EXTRA WORK.

Except in an emergency endangering life or property, no change will be made unless in pursuance of a written order from the Engineer authorizing the change, and no claim for additional compensation will be valid unless the change is so ordered.

The Contractor agrees that he shall neither have nor assert any claim for, or be entitled to, any additional compensation for damages or for loss of anticipated profits on work that is eliminated.

2.2 PROJECT ENGINEER: As Engineer for this Project the Owner has retained:

Davis & Floyd, Inc.  
Post Office Drawer 428  
Greenwood, S.C. 29648  
Tel: (864) 229-5211

2.3 ENGINEER'S AUTHORITY: The Engineer will be the Owner's representative during the construction period and he will observe the work in progress on behalf of the Owner. The Engineer will have the authority to act on behalf of the Owner in the following matters consistent with the Owner's rights and obligations as set forth in these Contract Documents:

1. Interpretation of Contract Documents.
2. Approval of samples and shop drawings.
3. Preparation of supplementary details and instructions.
4. Inspection and approval of work.
5. Preliminary approval of progress payment applications.

Any instructions which the Engineer may issue the Contractor shall be adjudged an interpretation of the Contract requirements and not an act of supervision. The Engineer has no authority, nor accepts any responsibility, either direct or implied, to direct and superintend the construction operations.

The Contractor shall proceed without delay to perform the work as directed, instructed, determined, or decided by the Engineer and shall comply promptly with such directions, instructions, determinations, or decisions. If the Contractor has any objection thereto, he may require that any such direction, instruction, determination, or decision be put in writing and within 10 days after receipt of any such writing, he may file a written protest with the Owner stating clearly and in detail his objections, the reasons therefor, and the nature and amount of additional compensation, if any, to which he claims he will be entitled thereby. A copy of such protest shall be filed with the Engineer at the same time it is filed with the Owner. Unless the Contractor files such written protest with the Owner and Engineer within such 10 day period, he shall be deemed to have waived all grounds for

protest of such direction, instruction, determination, or decision and all claims for additional compensation or damages occasioned thereby, and shall further be deemed to have accepted such direction, instructions, determination, or decision as being fair, reasonable, and finally determinative of his obligations and rights under the Contract.

2.4 LIABILITY OF OWNER: No person, firm or corporation, other than the Contractor, who signed this Contract as such, shall have any interest herein or right hereunder. No claim shall be made or be valid either against the Owner or any agent of the Owner and neither the Owner nor any agent of the Owner will be liable for or be held to pay any money, except as herein provided. The acceptance by the Contractor of the payment as fixed in the final estimate shall operate as and shall be a full and complete release of the Owner and of every agent of the Owner of and from any and all claims, demands, damages and liabilities of, by or to the Contractor for anything done or furnished for or arising out of or relating to or by reason of the work or for or on account of any act or neglect of the Owner or of any agent of the Owner or of any other person, arising out of, relating to or by reason of the work, except the claim against the Owner for the unpaid balance, if any there be, of the amounts retained as herein provided.

2.5 NOT USED

2.6 NOT USED

2.7 NOT USED

2.8 OWNER'S RIGHT OF AUDIT: NOT USED.

2.9 OWNER'S RIGHT TO SEPARATE CONTRACTS: The Owner reserves the right to let other contracts in connection with the Work under similar General Conditions. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate his work with theirs.

The Owner may perform additional Work related to the Project by himself, or he may let other contracts containing provisions similar to these. The Contractor shall afford the other contractors who are parties to such Contracts (or the Owner, if he is performing the additional Work himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of Work and shall properly connect and coordinate his Work with theirs.

2.10 OWNER'S RIGHT TO DO WORK: If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this contract, the Owner, after three days' written notice to the Contractor may, without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor. If such expense shall exceed the unpaid balance, the Contractor shall pay the difference to the Owner on demand.

The Engineer's certificate setting forth the fair and reasonable cost of repairing, replacing, rebuilding or restoring any damaged or defective work or equipment when performed by one other than the Contractor shall be binding and conclusive as to the amount thereof upon the Contractor.

2.11 OWNER'S RIGHT TO TERMINATE CONTRACT: If the Contractor should be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver or trustee should be appointed on account of his insolvency, or if he should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payment to

Subcontractors or for material or labor, or persistently disregard laws, ordinances or the instructions of the Owner and his representatives, or otherwise be guilty of substantial violation of any provision of the Contract, then the Owner, may, without prejudice to any other right or remedy and after giving the Contractor, and his surety, if any, seven days' written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, as it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the work including compensation for additional engineering, managerial and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner.

2.12 NOT USED

2.13 INSPECTIONS AND TESTING: If the Contract Documents, Owner's instructions, laws, ordinances or any public authority having jurisdiction require any work to be specially tested or approved, the Contractor shall give the Owner timely notice of its readiness for observation by the Owner or inspection by another authority, and if the inspection is by another authority rather than the Owner, of the date fixed for such inspection. The required certificates of such inspection shall be secured by the Contractor. Observations by the Owner will be promptly made, and where practicable, at the source of supply. If any work should be covered up without approval or consent of the Owner, it must, if required by the Owner, be uncovered for examination, at the Contractor's expense.

2.14 NOT USED

2.15 NOT USED

2.16 PRIOR USE OR OCCUPANCY: The Owner reserves the right to use or occupy the Work or portion thereof, and to use equipment installed under the Contract, prior to final acceptance. Such use or occupancy will not constitute acceptance of the Work or any part thereof. Despite such use or occupancy, guarantee periods will not begin until the final completion of all work under the Contract, unless agreement to the contrary is made in writing between the parties.

2.17 NOT USED

2.18 OWNER'S RIGHT TO CLEAN UP: If a dispute arises between the separate contractors as to their responsibility for cleaning up, the Owner may clean up and charge the cost thereof to the Contractor as the Engineer shall determine to be just.

### 3. CONTRACTOR'S RIGHTS AND RESPONSIBILITIES

3.1 ACCESS TO WORK: The Owner, the Engineer, and their officers, agents, servants, and employees plus representatives of the various participating federal or State agencies may at any and all times and for any and all purposes, enter upon the work and site thereof and the premises used by the Contractor, and the Contractor shall at all times provide safe and proper facilities therefor.

3.2 ACCIDENT PREVENTION: In the performance of the contract the Contractor shall comply with the applicable provisions of the regulations issued by the Secretary of Labor pursuant to section 107 of the Contract Work Hours and Safety Standards Act entitled "Safety and Health Regulations for Construction" (29 CFR Part 1518, renumbered as Part 1926). Occupational Safety and Health Standards (29 CFR Part 1910) issued by the Secretary of Labor pursuant to the Williams-Steiger Occupational Safety and Health Act of 1970 are applicable to work performed by the contractor subject to the provisions of the Act.

3.3 STATED ALLOWANCES: The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. These allowances shall cover the net cost of the materials and equipment delivered and unloaded at the site, and all applicable taxes. The Contractor's handling costs on the site, labor, installation costs, overhead, profit and other expenses contemplated for the original allowance shall be included in the Contract Sum and not in the allowance. If the cost, when determined, is more than or less than the allowance, the Contract Sum shall be adjusted accordingly by Change Order which will include additional handling costs on the site, labor, installation costs, overhead, profit and other expenses resulting to the Contractor from any increase over the original allowance.

#### 3.4 NOT USED

3.5 OBLIGATIONS OF CONTRACTOR: The Contractor shall and will, in good workmanlike manner, do and perform all work and furnish all supplies and materials, tools, machinery, equipment, transportation, supervision, temporary construction of any nature, and all other services, means and facilities except as herein otherwise expressly specified, necessary or proper to perform and complete all work required by this Contract, within the time herein specified, in accordance with the provisions of this Contract and in accordance with the Drawings and Specifications and in accordance with the direction of the Engineer as given from time to time during the progress of the work. He shall furnish, erect, maintain and remove such construction plant and such temporary works as may be required.

The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the Contract and Specifications, and shall do, carry on, and complete the entire work to the satisfaction of the Engineer and the Owner.

The Contractor shall check all dimensions, elevations, quantities and instructions shown on the Drawings or given in the Specifications and shall notify the Engineer should any discrepancy of any kind be found in the Drawings, Specifications or conditions at the site. He will not be allowed to take advantage of any discrepancy, error or omission in the Contract Documents. If any discrepancy is discovered, the Engineer will issue full instructions pertaining thereto and the Contractor shall carry out these instructions as if originally specified.

3.6 CLAIMS FOR ADDITIONAL COST: If the Contractor wishes to make a claim for an increase in the Contract Sum, he shall give written notice thereof within twenty days after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property, in which case the Contractor

shall proceed in accordance with Subsection 3.28 entitled PROTECTION OF WORK, PROPERTY AND PERSONS IN AN EMERGENCY. No such claim shall be valid unless so made. If the Owner and the Contractor cannot agree on the amount of the adjustment in the Contract Sum, it shall be determined by the Engineer. Any change in the Contract Sum resulting from such claim shall be authorized by Change Order. See Article 7.12.3.

3.7 CLAIMS FOR DAMAGES: If the Contractor makes claim for any damages alleged to have been sustained by breach of contract or otherwise, he shall, within 10 days after occurrence of the alleged breach or within 10 days after such damages are alleged to have been sustained, whichever date is the earlier, file with the Engineer a written, itemized statement in triplicate of the details of the alleged breach and the details and amount of the alleged damages. The Contractor agrees that unless such statement is made and filed as so required, his claim for damages shall be deemed waived, invalid and unenforceable, and that he shall not be entitled to any compensation for any such alleged damages. Within 10 days after the timely filing of such statement, the Engineer shall file with the Owner one copy of the statement together with his recommendations for action by the Owner.

The Contractor shall not be entitled to claim any additional compensation for damages by reason of any direction, instruction, determination or decision of the Engineer, nor shall any such claims be considered, unless the Contractor shall have complied in all respects with the last paragraph of Subsection 2.3 entitled ENGINEER'S AUTHORITY, including, but not limited to, the filing of a written protest in the manner and within the time therein provided.

### 3.8 NOT USED

3.9 CLEANING UP: The Contractor at all times shall keep the site of the work free from rubbish and debris caused by his operation under the Contract. When the work has been completed, the Contractor shall remove from the site of the work all of his plant, machinery, tools, construction equipment, temporary work and surplus materials so as to leave the work and the site clean and ready for use.

All public streets adjacent to the site and all private ways at the site shall be kept clean of debris, spilled materials, and wet and dry earth at all times and shall be cleaned at the end of each working day. When wet earth is encountered, it shall be cleaned from the vehicles before they leave the site and enter streets and private ways.

3.10 NON-COMPLIANCE WITH CONTRACT REQUIREMENTS: In the event the Contractor, after receiving written notice from the Owner of non-compliance with any requirement of this Contract, fails to initiate promptly such action as may be appropriate to comply with the specified requirement within a reasonable period of time, the Owner shall have the right to order the Contractor to stop any or all work under the Contract until the Contractor has complied or has initiated such action as may be appropriate to comply within a reasonable period of time. The Contractor will not be entitled to any extension of contract time or payment for any costs incurred as a result of being ordered to stop work for such cause.

3.11 OVERALL PROJECT COORDINATION: The Contractor shall coordinate all Work of his Contract to produce the required finished Project in accordance with the Contract Documents.

3.12 COMMUNICATIONS: The Contractor shall forward all communications to the Owner through the Engineer.

3.13 NO DISCRIMINATION IN EMPLOYMENT: In connection with the performance of work under this Contract, the Contractor agrees not to discriminate against any employee or applicant for

employment because of race, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

#### 3.14 NOT USED

3.15 DRAWINGS AND SPECIFICATIONS AT THE SITE: The Contractor shall maintain at the site one complete set of all Drawings, Specifications, Addenda, approved Shop Drawings, Change Orders and other Modifications, in good and readable condition and marked to record all changes made during construction. These shall be available to the Engineer. The Drawings, marked to record all changes made during construction, shall be delivered to the Engineer for the Owner upon completion of the work.

3.16 EMPLOY COMPETENT PERSONS: The Contractor shall endeavor to employ only competent persons on the Work. Whenever the Engineer notifies the Contractor in writing that in his opinion any person on the Work is incompetent, unfaithful, disorderly, or otherwise unsatisfactory, or not employed in accordance with the provisions of the Contract, such person shall be discharged from the Work and shall not again be employed on it, except with the written consent of the Engineer.

3.17 EMPLOY SUFFICIENT LABOR AND EQUIPMENT: If, in the judgement of the Engineer, the Contractor is not employing sufficient labor, plant, equipment or other means to complete the work within the time specified, the Engineer may, after giving written notice, require the Contractor to employ such additional labor, plant, equipment and other means as the Engineer may deem necessary to enable the work to progress properly.

3.18 EXISTING STRUCTURES: Where the dimensions and locations of existing structures are of importance in the installation or connection of any part of the Work, the Contractor shall verify such dimensions and locations in the field before the fabrication of any material or equipment which is dependent on the correctness of such information.

3.19 INDEMNIFICATION: The Contractor shall indemnify and hold harmless the Owner and the Engineer and their agents and employees from and against all claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable.

In any and all claims against the Owner or the Engineer, or any of their agents or employees, by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefits acts.

3.20 INTOXICATING LIQUORS: The Contractor shall not sell and shall neither permit nor suffer the introduction or use of intoxicating liquors upon or about the work.

3.21 LEGAL ADDRESS OF CONTRACTOR: The Contractor's business address and his office at or near the site of the work are both hereby designated as places to which communications may be delivered. The depositing of any letter, notice, or other communication in a postpaid wrapper directed to the Contractor's business address in a post office box regularly maintained by the U. S. Postal Service or the delivery at either designated address of any letter, notice, or other communication by mail or otherwise shall be deemed sufficient service thereof upon the Contractor, and the date of such service shall be the date of receipt. The first-named address may be changed at any time by an instrument in writing, executed and acknowledged by the Contractor and delivered to the Engineer. Service of any notice, letter or other communication upon the Contractor personally shall likewise be deemed sufficient service.

3.22 NOT USED

3.23 NOT USED

3.24 NOT USED

3.25 PERMITS, LICENSES AND RESPONSIBILITIES: The Contractor shall, without additional expense to the Owner, be responsible for obtaining any necessary licenses and for complying with any applicable Federal, State and municipal laws, codes, and regulations, in connection with the prosecution of the work. He shall be similarly responsible for all damages to persons or property that occur as a result of his fault or negligence. He shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire construction work, except for any completed unit of construction thereof which theretofore may have been accepted.

The Owner/Engineer shall be responsible for obtaining any necessary permits prior to construction.

3.26 PRECAUTIONS DURING ADVERSE WEATHER: During adverse weather and against the possibility thereof, the Contractor shall take all necessary precautions so that the Work may be properly done and satisfactory in all respects. When required, protection shall be provided by use of tarpaulins, wood and building paper shelters, or other approved means.

3.27 PROTECTION OF WORK, PROPERTY AND PERSONS: The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. He shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the Work and other persons who may be affected thereby, all the Work and all materials or equipment to be incorporated therein.

The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. He shall erect and maintain as required by the conditions and progress of the Work, all necessary safeguards for safety and protection. He shall notify owners of adjacent utilities when prosecution of the Work may affect them. The Contractor shall remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable, except damage or loss attributable to the fault of the Contract Documents or to the acts or omissions of the Owner or the Engineer or anyone employed by either of them or anyone for whose acts either of them may be liable and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the Contractor.

3.28 PROTECTION OF WORK, PROPERTY AND PERSONS IN AN EMERGENCY: In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the



Contractor, without special instruction or authorization from the Engineer or Owner, shall act to prevent threatened damage, injury or loss. He shall give the Engineer prompt Written Notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order will thereupon be issued covering the changes and deviations involved.

3.29 NOT USED

3.30 PROTECTION OF EXISTING STRUCTURES, UTILITIES AND IMPROVEMENTS: The Contractor shall protect from damage all existing improvements or utilities at or near the site of the work, the location of which is made known to him, and shall repair or restore any damage to such facilities resulting from failure to comply with the requirements of this Contract or the failure to exercise reasonable care in the performance of the Work. If the Contractor fails or refuses to repair any such damage promptly, the Owner may have the necessary work performed and charge the cost thereof to the Contractor.

3.31 RESTORATION OF PROPERTY: All existing surfaces, including lawns, grassed and planted areas which have been injured by the Contractor's operations, shall be restored to a condition at least equal to that in which they were found immediately before work was begun. Suitable materials and methods shall be used for such restoration. The restoration of existing property or structures shall be done as promptly as practicable and shall not be left until the end of construction period.

3.32 NOT USED

3.33 NOT USED

3.34 NOT USED

3.35 RETURN OF DRAWINGS: All copies of Drawings, Specifications and other Documents furnished by the Owner or the Engineer to the Contractor may be used only in connection with the prosecution of the Work and shall be returned by the Contractor upon completion of the Work.

3.36 SITE INVESTIGATION: The Contractor acknowledges that he has investigated and satisfied himself as to the conditions affecting the Work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather and facilities needed preliminary to and during prosecution of the Work. The Contractor further acknowledges that he has satisfied himself as to character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Owner, as well as from information presented by the Drawings and Specifications made a part of this Contract. Any failure by the Contractor to acquaint himself with the available information will not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the work. The Owner assumes no responsibility for any conclusions or interpretations made by the Contractor on the basis of the information made available by the Owner.

3.37 NOT USED

3.38 NOT USED

3.39 SUBCONTRACTING: The Contractor may utilize the services of specialty Subcontractors on those parts of the Work which, under normal contracting practices, are performed by specialty Subcontractors. The Contractor shall, without additional expense to the Owner, utilize the services

of specialty subcontractors on those parts of the work which are specified to be performed by specialty subcontractors.

The Contractor shall not award any work to any subcontractor without prior written approval of the Owner, which approval will not be given until the Contractor submits to the Owner a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as the Owner may require. No request for payment will be approved before this list has been received and reviewed by the Owner.

The Contractor shall not award Work to any one Subcontractor in excess of twenty five percent of the Contract Price, without prior written approval of the Owner.

The Contractor shall be fully responsible to the Owner for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. The Contractor shall cause appropriate provisions to be inserted in all sub-contracts relative to the Work to bind Subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the Work of Sub-contractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provisions of the Contract Documents.

If any other contractor or any subcontractor of any such other contractor shall suffer or claim to have suffered loss, damage or delay by reason of the acts or omissions of the Contractor or of any of his subcontractors, the Contractor agrees to assume the defense against any such claim and to reimburse such other contractor or subcontractor for such loss or damage. The Contractor agrees to and does hereby indemnify and save harmless the Owner from and against any and all claims by such other contractors or subcontractors alleging such loss, damage or delay and from and against any and all claims, demands, costs and expenses, including attorneys' fees, arising out of, relating to or resulting from such claims.

The Contractor shall be responsible for the coordination of the trades, subcontractors, and material men engaged upon his work. The Owner or Engineer will not undertake to settle any differences between the Contractor and his subcontractors or between subcontractors. If any Subcontractor on the project, in the opinion of the Engineer, proves to be incompetent or otherwise unsatisfactory, he shall be replaced if and when directed in writing.

Nothing contained in this Contract shall create any contractual relation between any Subcontractor and the Owner.

3.40 SUPERVISION: The Contractor shall keep on his work, during its progress, a competent superintendent and any necessary assistants, all satisfactory to the Owner. The superintendent shall not be changed except with the consent of the Owner, unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employ. The superintendent shall represent the Contractor in his absence and all directions given to him shall be as binding as if given to the Contractor. Important directions shall be confirmed in writing to the Contractor. Other directions shall be so confirmed on written request in each case. The Owner will not be responsible for the acts or omissions of the superintendent or his assistants.

The Contractor shall give efficient supervision to the Work, using his best skill and attention. He shall carefully study and compare all Drawings, Specifications and other instructions and shall at once report to the Owner any error, inconsistency or omission which he may discover.

3.41 TAXES: The Contractor shall promptly pay all federal, state and local taxes which may be assessed against him in connection with the work or his operations under the Agreement and/or the other Contract Documents, including, but not limited to, taxes attributable to the purchase of materials and equipment, to the performance of services, and the employment of persons in the prosecution of the work.

3.42 TEMPORARY HEAT: The Contractor shall provide temporary heat whenever necessary to protect all Work and materials against injury from dampness and cold and to dry out moisture from the building. Fuel, equipment and method of heating shall be satisfactory to the Owner's Insurer and the Engineer.

Temporary heating apparatus shall be installed and operated in such manner that finished work will not be damaged thereby.

3.43 SANITARY FACILITIES: The Contractor shall provide adequate sanitary facilities for the use of those employed on the Work. Such facilities shall be made available when the first employees arrive on the site of the Work, shall be properly secluded from public observation, and shall be constructed and maintained during the progress of the Work in suitable numbers and at such points and in such manner as may be required or approved. The Contractor shall maintain the sanitary facilities in a satisfactory and sanitary condition at all times and shall enforce their use. He shall rigorously prohibit the committing of nuisances on the site of the work, on the lands of the Owner, or on adjacent property. The Owner and the Engineer shall have the right to inspect such facilities at all times to determine whether or not they are being properly and adequately maintained.

Location of sanitary facilities shall be in accordance with SCDHEC.

3.44 TEMPORARY UTILITIES: The Contractor shall make arrangements for and furnish as a part of the Contract, all electricity, water, lighting and other utilities needed to do the Work called for by the Contract. Any separate contractors having a contract with the Owner shall make arrangements for and share the cost with the Contractor for the use of the required utilities on a pro rata schedule based on an agreed basis. All Electrical Work shall comply with the National Electrical Code.

The Contractor shall provide and pay for all temporary wiring, switches, connections and meters. The Contractor shall provide sufficient electric lighting so that all work may be done in a workmanlike manner when there is not sufficient daylight.

3.45 UNCOVERING AND CORRECTION OF WORK: The Engineer shall be furnished by the Contractor with every reasonable facility for examining and inspecting the work and for ascertaining that the work is being performed in accordance with the requirements and intent of the Contract, even to the extent of requiring the uncovering or taking down of portions of finished work by the Contractor.

Should the work thus uncovered or taken down prove satisfactory, the cost of uncovering or taking down and the replacement thereof shall be considered as extra work unless the original work was done in violation of the Contract in point of time or in the absence of the Engineer or his inspector and without his written authorization, in which case said cost shall be borne by the Contractor. Should the work uncovered or taken down prove unsatisfactory, said cost shall likewise be borne by the Contractor.

The inspection of the work shall not relieve the Contractor of any of his obligations to perform and complete the work as required by the Contract. Defective work shall be corrected and unsuitable materials, equipment, apparatus and other items shall be replaced by the Contractor, notwithstanding

that such work, materials, equipment, apparatus and other items may have been previously overlooked or accepted or estimated for payment. If the work or any part thereof shall be found defective at any time before the final acceptance of the work, the Contractor shall forthwith make good such defect in a manner satisfactory to the Engineer; if any materials, equipment, apparatus or other items brought upon the site for use or incorporation in the work, or selected for the same, are condemned by the Engineer as unsuitable or not in conformity with the Specifications or any of the other Contract Documents, the Contractor shall forthwith remove such materials, equipment, apparatus and other items from the site of the work and shall at his own cost and expense make good and replace the same and any material furnished by the Owner which shall be damaged or rendered defective by the handling or improper installation by the Contractor, his agents, servants, employees or subcontractors.

If the Owner deems it inexpedient to correct work injured or done not in accordance with the Contract, an equitable deduction from the Contract Price shall be made therefor.

#### 3.46 NOT USED

3.47 VERIFICATION OF DIMENSIONS AND ELEVATIONS: Dimensions and elevations indicated on the Drawings in reference to existing structures, or other information on existing facilities, are the best available data obtainable but are not guaranteed by the Engineer. The Engineer will not be responsible for their accuracy. Before proceeding with any work dependent upon the data involved, the Contractor shall field check and verify all dimensions, elevations, or other conditions of limitations at the site of the work to avoid construction errors or damage to existing facilities. If any work is performed by the Contractor, or any subcontractors, prior to adequate verification of applicable data, any resultant extra cost for adjustment of work necessary to conform to existing conditions, or damage to existing facilities, shall be assumed by the Contractor without reimbursement or compensation by the Owner.

#### 4. MATERIALS, EQUIPMENT AND WORKMANSHIP

4.1 CHEMICAL USAGE: All chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant or of other classification, shall show approval of either EPA or U.S.D.A. The use of all such chemicals and disposal of residues shall be in strict conformance with manufacturer and U.S.D.A. instructions.

4.2 CONTRACTOR'S TITLE TO MATERIALS: No materials or supplies for the Work shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Contractor warrants that he has good title to all materials and supplies used by him, in the Work, free from all liens, claims or encumbrances.

4.3 CORRECTION OF WORK BEFORE COMPLETION: The Contractor shall promptly remove from the premises all work condemned by the Owner as failing to conform to the Contract Documents, whether incorporated or not and the Contractor shall promptly replace and re-execute his own work in accordance with the Contract and without expense to the Owner and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement. The fact that the Engineer may have previously overlooked such defective work shall not constitute an acceptance of any part of it.

4.4 CORRECTION OF WORK AFTER COMPLETION: The Contractor shall remedy any defects due to faulty materials or workmanship and pay for any damage to other work resulting therefrom which shall appear within a period of one year from the date of final acceptance of the work except where longer periods are specified and in accordance with the terms of any special guarantees provided in the Contract. The Owner will give notice of observed defects with reasonable promptness.

4.5 CORRECTIONS OF WORK AFTER GUARANTEE PERIOD: It shall be the responsibility of the Contractor to permanently correct all defective items called to his attention within the guarantee period, whether such correction be made within the guarantee period or not. The Contract shall not be fully performed until such permanent corrections are made.

4.6 GENERAL GUARANTY: The Contractor warrants to the Owner that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not so conforming to these standards may be considered defective. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

Neither the final certificate of payment nor any provision in the Contract Documents nor partial or entire occupancy of the premises by the Owner shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date of final acceptance of the work, except where longer periods are specified. The Owner will give notice of observed defects with reasonable promptness. If the Contractor shall fail to repair, replace, rebuild or restore such defective or damaged work or equipment promptly after receiving notice, the Owner shall have the right to have the work done by others in the same manner as is provided for in Subsection 2.10, OWNERS RIGHT TO DO WORK.

In addition to the foregoing stipulations, the Contractor shall comply with all other guarantees and warranties referred to in any portions of the Contract Documents, the more stringent requirement governing. Unless otherwise specifically stated elsewhere in these Specifications, the date of beginning of all guarantee or warranty periods shall be the date of acceptance of the project.

If for any reason, the Contractor cannot guarantee any part of his work using material or construction methods which have been specified, or shown, he shall notify the Engineer in writing before Contracts are signed, giving reasons together with the name of product and data on substitutions he can guarantee. Should the Contractor fail to so notify the Engineer prior to the signing of Contracts, he will be held to have agreed to guarantee all Work specified or shown.

4.7 NOT USED

4.8 NOT USED

4.9 NOT USED

4.10 MISCELLANEOUS ITEMS: The work to be done by the Contractor, specified and enumerated under this Contract, shall include any minor details of the Work not specifically mentioned in the Specifications or shown on the Drawings, but obviously necessary for the proper completion of the Work, which shall be considered incidental and as being a part of and included with the Work for which prices are given in the Bid. The Contractor will not be entitled to any additional compensation therefor.

4.11 MISTAKES OF CONTRACTOR: The Contractor shall promptly correct and make good any and all defects, damages, omissions, or mistakes, for which he and/or his agents, servants, employees or subcontractors are responsible, and he shall pay to the Owner all costs, expenses, losses, and damages resulting therefrom or by reason thereof as determined by the Engineer.

4.12 NOT USED

4.13 RIGHT TO MATERIALS: Nothing in the Contract shall be construed as vesting in the Contractor any right of property in the materials, equipment, apparatus and other items furnished after they have been installed or incorporated in or attached or affixed to the work or the site, but all such materials, equipment, apparatus and other items shall, upon being so installed, incorporated, attached or affixed, become the property of the Owner.

4.14 ROYALTIES AND PATENTS: The Contractor shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner and Engineer harmless from loss on account thereof.

4.15 SUBMITTAL SCHEDULE: Within 7 days after execution and delivery of the Contract, the Contractor shall prepare and deliver to the Engineer a Submittal Schedule. This includes a list of all submittals required under the Contract. The list shall identify each major group of shop drawings, coordination drawings and schedules and each sample and the planned submission date for each.

After the Engineer's review of the list of submittals, the Engineer will meet with the Contractor for a joint review and correction and adjustment, as necessary, for agreement on the submittal. In addition, at the meeting the duration of the review period for each submittal will be established. The Contractor's planned submission date for each submittal shall allow no less than 15 working days for review and appropriate action before approval of the submittal becomes critical to the progress of the Contractor's work. Within 5 calendar days after the joint review, the Contractor shall make any

necessary revisions to the list of submittals, including durations of the review periods, in accordance with the agreements reached during the joint review and submit 2 revised copies to the Engineer. No application for partial payment will be approved until the submittal schedule is approved.

**4.16 SHOP DRAWINGS:** Shop Drawings are drawings, diagrams, illustrations, schedules, performance charts, brochures and other data which are prepared by the Contractor or any Subcontractor, manufacturer, supplier or distributor, and which illustrate some portion of the Work. It shall be the Contractor's responsibility to furnish Shop Drawings as required by the technical specifications or as requested by the Engineer. These submittals must be made no later than is required by the submittal schedule.

When so specified or if considered by the Engineer to be acceptable, manufacturer's specifications, catalog data, descriptive matter, illustrations, etc., may be submitted for approval in place of shop and working drawings. In such case the requirements shall be as specified for shop and working drawings, insofar as applicable except that the submission shall be in quadruplicate.

The Contractor shall be responsible for the prompt and timely submittal of all shop and working drawings so that there shall be no delay to the work due to the absence of such drawings.

By submitting Shop Drawings, the Contractor thereby represents that he has determined and verified all field measurements, field construction criteria, materials, catalog numbers and similar data, or will do so, and that he has checked and coordinated each Shop Drawing with the requirements of the Work and of the Contract Documents.

If drawings or schedules show variations from the contract requirements because of standard shop practice or for other reasons, the Contractor shall describe such variations in his letter of transmittal. If acceptable, the Engineer may approve any or all such variations and issue an appropriate change order. If the Contractor fails to describe such variations he shall not be relieved of the responsibility for executing the work in accordance with the Contract, even though such drawings or schedules may have been approved.

The review of Shop Drawings will be general only and shall not relieve or, in any respect, diminish the responsibility of the Contractor for details necessary for proper fitting and construction of the work as required by the Contract and for achieving the result and performance specified thereunder.

Submission of Shop Drawings shall be accompanied by a copy of a transmittal letter containing Project name, Contractor's name, number of drawings, titles, specifications section, and other pertinent data. The submittal shall be made electronically to project manager:

The review of Shop Drawings will be performed by the Engineer as follows:

1. When the submittal conforms fully with the Contract Drawings and Specifications, the Engineer will approve it. The approved submittals will be stamped approved, signed, dated and returned to the Contractor. No changes shall be made on approved drawings by the Contractor. If the Contractor desires to make any change from approved drawings, or pages of approved submittals, he shall notify the Engineer in writing that the approved material has been withdrawn and shall submit the substitution set in accordance with the above procedure.
2. When the submittal clearly does not conform with the Contract Drawings and Specifications, the Engineer will disapprove it by stamping it "Rejected". Rejected submittals shall be corrected and resubmitted within 14 calendar days from the date of rejection. Submittals which are rejected shall not be released for any work.

3. When the submittal has only minor deviations from the Contract Drawings and Specifications, the Engineer will note the deviations and omissions as may be appropriate and approve the submittal subject to the notations by stamping it "Approved as Noted". Approved as Noted submittals may be released for fabrication of work at the Contractor's risk; in any event the submittal shall be corrected and resubmitted for approval within 14 calendar days from the date of approval as noted.

The Contractor shall be responsible for delays resulting from the rejection or approval as noted of incomplete, inadequate, incorrect or otherwise unacceptable submittals.

The Contractor shall assure that only drawings and pages of printed material bearing the Engineer's "Approved" stamp are allowed on the job site.

The Contractor shall submit, at the completion of the Project, one set of all reviewed and corrected shop drawings, catalog cuts, and descriptive literature for all Work previously submitted. These sets shall be sent to the Engineer for the Owner before final Certificate of Payment is issued.

4.17 NOT USED

4.18 NOT USED.

4.19 NOT USED

4.20 INSPECTION AND TESTING: All materials and equipment used in the construction of the Project shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the Contract Documents.

The Owner will provide all inspection and testing services not required by the Contract Documents.

The Contractor shall provide at his expense the testing and inspection services required by the Contract Documents.

If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to specifically be inspected, tested, or approved by someone other than the Contractor, the Contractor shall give the Engineer timely notice of readiness. The Contractor shall then furnish the Engineer the required certificates of inspection, testing or approval.

Inspections, tests, or approvals by the Engineer or others shall not relieve the Contractor from his obligations to perform the Work in accordance with the requirements of the Contract Documents.

The Engineer and his representatives shall at all times have access to the Work. In addition, authorized representatives and agents of any participating Federal or State agency shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. The Contractor shall provide proper facilities for such access and observation of the Work and also for any inspection or testing thereof.

If any Work is covered contrary to the written instructions of the Engineer it must, if requested by the Engineer, be uncovered for his observation and replaced at the Contractor's expense.

If the Engineer considers it necessary or advisable that covered Work be inspected or tested by others, the Contractor, at the Engineer's request, shall uncover, expose or otherwise make available



for observation, inspection or testing as the Engineer may require, that portion of the Work in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such Work is defective, the Contractor shall bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction. If, however, such Work is not found to be defective, the Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction and an appropriate Change Order will be issued.

#### 4.21 SUBSTITUTIONS

- .1 The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.
- .2 No substitution will be considered prior to receipt of Bids unless a written request(s) for approval has been received by Engineer at least ten days prior to the date for receipt of Bids. Such requests shall include the name of the material or equipment for which is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. A statement setting forth changes in other materials, equipment or other portions of the Work including changes in the work of other contracts that incorporation of the proposed substitution would require shall be included. The burden of proof of the merit of the proposed substitution is upon the proposer. The Engineer's decision of approval or disapproval of a proposed substitution shall be final.
- .3 If the Engineer approves a proposed substitution prior to receipt of Bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approval made by any other manner.
- .4 No substitutions will be considered after the Contract award unless specifically provided in the Contract Documents or by change order(s) signed by Owner, A/E and Contractor.

#### 4.22 NOT USED

4.23 WAGES AND OVERTIME COMPENSATION: The Contractor and each of his subcontractors shall comply with all applicable State and local laws or ordinances with respect to the hours worked by laborers and mechanics engaged in work on the project and with respect to compensation for overtime.

4.24 NO WAIVER: Neither the inspection by the Owner or the Engineer, nor any order, measurement, approval, determination, decision or certificate by the Engineer, nor any order by the Owner for the payment of money, nor any payment for or use, occupancy, possession or acceptance of the whole or any part of the work by the Owner, nor the extension of time, nor any other act or omission of the Owner or of the Engineer shall constitute or be deemed to be an acceptance of any defective or improper work, materials, or equipment nor operate as a waiver of any requirement or provision of the Contract, nor of any remedy, power or right of or herein reserved to the Owner, nor of any right to damages for breach of contract. Any and all rights and/or remedies provided for in the Contract are intended and shall be construed to be cumulative; and, in addition to each and every other right and remedy provided for herein or by law, the Owner shall be entitled as of right to a writ of injunction against any breach or threatened breach of the Contract by the Contractor, by his Subcontractors or by any other person or persons.

4.25 NOT USED

4.26 NOT USED

## 5. INSURANCE, LEGAL RESPONSIBILITY AND SAFETY

### 5.1 NOT USED

5.2 ASSIGNMENTS: The Contractor shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of the Owner. In case the Contractor assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior claims of all persons, firms, and corporations for services rendered or materials supplied for the performance of the work called for in this contract.

5.3 PERFORMANCE BOND AND PAYMENT BOND: Unless otherwise noted in the Supplemental Conditions, a Performance Bond and a Payment Bond are required. The Contractor shall obtain a Performance Bond and Payment Bond, acceptable to the Owner in a surety company authorized to do business in the state in which the Project is constructed, each for the full amount of the Contract Sum. The bonds shall guarantee the Contractor's faithful performance of the Contract and the payment of all obligations arising thereunder. The bonds shall remain in force until:

1. The Project has been completed and accepted by the Owner,
2. The provisions of all guarantees required by these Contract Documents have been fulfilled or the time limitation for all guarantees has expired, or
3. The time for the filing of all mechanics' liens has expired, whichever is longer, after which it shall become void.

The Contractor shall pay all charges in connection with the bonds as a part of the Contract. One executed copy of the bonds shall be attached to each copy of the Contract before they are returned to the Engineer for the Owner's signature.

If the Contractor defaults, the Contractor or his Surety shall reimburse the Owner for any additional Engineering fees for additional services made necessary because of the Contractor's default.

### 5.4 NOT USED

5.5 CHANGES NOT TO AFFECT BONDS: It is distinctly agreed and understood that any changes made in the Work or the Drawings or Specifications therefor (whether such changes increase or decrease the amount thereof or the time required for its performance) or any changes in the manner or time of payments made by the Owner to the Contractor, or any other modifications of the Contract, shall in no way annul, release, diminish or affect the liability of the Surety on the Contract Bonds given by the Contractor, it being the intent hereof that notwithstanding such changes the liability of the Surety on said bonds continue and remain in full force and effect.

5.6 COMPLIANCE WITH LAWS: The Contract shall be governed by the law of the place where the Project is located. The Contractor shall abide by all local and State Laws or ordinances to the extent that such requirements do not conflict with Federal laws or regulations. The Contractor shall keep himself fully informed of all existing and future Federal, State and local laws, ordinances, rules and regulations affecting those engaged or employed on the work, the materials and equipment used in the work or the conduct of the work, and of all orders, decrees and other requirements of bodies or tribunals having any jurisdiction or authority over the same, including, but not limited to the U.S. Department of Labor and Bureau of Standards Safety and Health Regulations for Construction and

its amendments as set up under the Williams-Steiger Occupational Safety and Health Act of 1970. If any discrepancy or inconsistency is discovered in the Drawings, Specifications or other Contract Documents in relation to any such law, ordinance, rule, regulation, order, decree or other requirement, the Contractor shall forthwith report the same to the Engineer in writing. The Contractor shall at all times observe and comply with, and cause all his agents, servants, employees, and subcontractors to observe and comply with all such existing requirements, and he shall protect, indemnify and save harmless the Owner, its officers, agents, servants, and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgements, penalties, losses, damages, costs and expenses, including attorney's fees, arising from or based upon any violation or claimed violation of any such law, ordinance, rule, regulation, order, decree, or other requirement, whether committed by the Contractor or any of his agents, servants, employees, or subcontractors.

5.7 REQUIRED PROVISIONS DEEMED INSERTED: Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein, and the Contract shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

5.8 LIENS: If at any time any notice of liens are filed for labor performed or materials or equipment manufactured, furnished, or delivered to or for the Work, the Contractor shall, at its own cost and expense, promptly discharge, remove or otherwise dispose of the same, and until such discharge, removal or disposition, the Owner shall have the right to retain from any monies payable hereunder an amount which, in its sole judgement, it deems necessary to satisfy such liens and pay the costs and expenses, including attorney's fees, of defending any actions brought to enforce the same, or incurred in connection therewith or by reason thereof.

The Contractor shall file no mechanic's or material men's lien or maintain any claim against the Owner's real estate or improvements for or on account of any work done, labor performed or materials furnished under this Contract.

5.9 CLAIMS: If at any time there be any evidence of any claims for which the Contractor is or may be liable or responsible hereunder, the Contractor shall promptly settle or otherwise dispose of the same, and until such claims are settled or disposed of, the Owner may retain from any monies which would otherwise be payable hereunder so much thereof as, in its judgement, it may deem necessary to settle or otherwise dispose of such claims and to pay the costs and expenses, including attorneys' fees, of defending any actions brought to enforce such claims, or incurred in connection therewith or by reason thereof.

5.10 INSURANCE: The Contractor shall not commence any work until he obtains, at his own expense, all required insurance. Such insurance must have the approval of the Owner as to limit, form, and amount. The Contractor shall not permit any Subcontractor to commence work on this project until the same insurance requirements have been complied with by such Subcontractor.

The Contractor shall furnish the Owner with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of policies. Such certificates shall also contain substantially the following statement: "The insurance covered by this certificate will not be canceled or materially altered, except after thirty (30) days notice in writing and delivered by registered mail to the Owner". Should any policy be canceled before final payment by the Owner to the Contractor and the Contractor fails immediately to procure other insurance as specified, the Owner reserves the right to procure such insurance and to deduct the cost thereof from any sum due the Contractor under this Contract.

Any insurance bearing on adequacy of performance shall be maintained after completion of the project for the full guaranty period. Should such insurance be canceled before the end of the guaranty period and the Contractor fails immediately to procure other insurance as specified, the Owner reserves the right to procure such insurance and to charge the cost thereof to the Contractor.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from his operations under this Contract.

The Contractor is required to obtain and maintain for the full period of the contract the following types of insurance coverages with limits not less than stated below:

A. WORKMEN'S COMPENSATION INSURANCE: As required by applicable State or territorial law for all of his employees to be engaged in work at the site of the project under this Contract and, in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance. In case any class of employee engaged in hazardous work on the project under this Contract is not protected under the Workmen's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.

B. COMPREHENSIVE GENERAL LIABILITY

	Bodily Injury <u>Per Person</u>	Bodily Injury <u>Per Accident</u>	Property <u>Damage</u>
Premises and Operations	\$500,000	\$1,000,000	\$200,000
Elevator Liability	500,000	1,000,000	200,000
Contractor's Protective Liability	500.00	1,000,000	200,000
Products Liability, Including Completed Operations Coverage	500.00	1,000,000	200,000

C. COMPREHENSIVE AUTOMOBILE LIABILITY

All Owned Automobiles	\$600,000	\$1,000,000	\$200,000
Non Owned Automobiles	600,000	1,000,000	200,000
Hired Car Coverage	600,000	1,000,000	200,000

D. SUBCONTRACTOR'S INSURANCE: Same limits as required of the General Contractor.

5.11 ORAL AGREEMENTS: No oral order, objection, claim or notice by any party to the others shall affect or modify any of the terms or obligations contained in any of the Contract Documents, and none of the provisions of the Contract Documents shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing, and no evidence shall be introduced in any proceeding of any other waiver or modification.

5.12 SAFETY: In accordance with generally accepted construction practices, the Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property affected directly or indirectly by his operations during the performance of the work. This requirement will apply continuously 24 hours per day until acceptance of the work by the Owner and shall not be limited to normal working hours.

The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

1. All employees on the Work and all other persons who may be affected thereby;
2. All the Work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any of his Subcontractors or Sub-subcontractors; and
3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

The Contractor shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. He shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities.

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

## 6. PROGRESS AND COMPLETION OF WORK

6.1 NOTICE TO PROCEED: Following the execution of the Agreement by the Owner and the Contractor, written Notice to Proceed with the work will be given by the Owner to the Contractor. The Contractor shall begin and shall prosecute the work regularly and uninterruptedly thereafter (except as provided for herein) with such force as to secure the completion of the work within the Contract Time.

6.2 CONTRACT TIME: The Contractor shall complete, in an acceptable manner, all of the work contracted for in the time stated in the Agreement. Computation of Contract Time shall commence the day to be specified in the Notice to Proceed and every calendar day following, except as herein provided, shall be counted as Contract Time.

6.3 SCHEDULE OF COMPLETION: The Contractor shall submit, at such times as may reasonably be requested by the Engineer, schedules showing the order in which the Contractor proposes to carry on the work, with dates at which the Contractor shall start the various parts of the work, and estimated date of completion of each part.

6.4 WORK CHANGES: The Owner may, as the need arises, order changes in the work through additions, deletions, or modifications to the extent of 25% of the Contract Amount, without invalidating the Contract. Compensation and time of completion affected by the change shall be adjusted at the time of ordering such change.

6.5 EXTRA WORK: New and unforeseen items of work found to be necessary, and which cannot be covered by any item or combination of items for which there is a Contract Price, shall be classed as Extra Work. The Contractor shall do such Extra Work and furnish such materials as may be required for the proper completion or construction of the whole work contemplated, upon written order from the Owner as approved by the Engineer. In the absence of such written order, no claim for Extra Work shall be considered. Extra Work shall be performed in accordance with these Contract Documents where applicable and work not covered by such shall be done in accordance with the best construction practice and in a workmanlike manner. Extra Work required in an emergency to protect life and property shall be performed by the Contractor as required.

6.6 EXTENSION OF CONTRACT TIME: A delay beyond the Contractor's control occasioned by an Act of God, by act or omission on the part of the Owner or by strikes, lockouts, fire, etc., may entitle the Contractor to an extension of time in which to complete the work as agreed by the Owner, provided, however, that the Contractor shall immediately give written notice to the Owner of the cause of such delay.

Act of God shall mean an earthquake, flood, cyclone or other cataclysmic phenomenon of nature. Rain, wind, flood, or other natural phenomenon of normal intensity for the locality shall not be construed as an Act of God and no preparation shall be made to the Contractor for damages to the work resulting therefrom.

All claims for extension of time shall be made in writing to the Engineer no more than twenty days after the occurrence of the delay; otherwise they shall be waived. In the case of continuing cause of delay only one claim is necessary. Any claim should include complete justification for the extent of the delay claimed.

## 6.7 NOT USED

6.8 TERMINATION OF CONTRACTOR'S RESPONSIBILITY: The Contract will be considered complete when all work has been finished, the final review made up by the Engineer, and the project accepted in writing by the Owner. The Contractor's responsibility shall then cease, except as set forth in his Performance Bond, as provided in Subsection 4.6 entitled GENERAL GUARANTY, and as provided in Subsection 6.9 entitled CORRECTION OF FAULTY WORK AFTER FINAL PAYMENT.

6.9 CORRECTION OF FAULTY WORK AFTER FINAL PAYMENT: The making of the final payment by the Owner to the Contractor shall not relieve the Contractor of responsibility for faulty materials or workmanship. The Contractor shall promptly replace any such defects discovered within one year, except where longer periods are specified, from the date of written acceptance of the work.

6.10 PROGRESS SCHEDULE: Within 20 days after execution and delivery of the Agreement and not less than 10 days prior to making an application for partial payment, the Contractor shall prepare and deliver to the Engineer a Progress Schedule on forms approved by the Engineer.

The schedule shall be set up in a Bar Chart format and shall show the proposed dates of commencement and completion of the various subdivisions of work required under the Contract Documents and all activities required to accomplish the work.

The schedule shall be updated monthly. No progress payments will be made unless application is accompanied by the updated schedule.

6.11 SCHEDULES, REPORTS AND RECORDS: The Contractor shall submit to the Owner such schedules of quantities and costs, progress schedules, payrolls, reports, estimates, records, and other data where applicable as are required by the Contract Documents for the Work to be performed.

The Contractor shall also submit, in a format as approved by the Engineer, a schedule of payments that he anticipates he will earn during the course of the Work.

6.12 ABANDONMENT OF WORK OR OTHER DEFAULT: If the work shall be abandoned, or any part thereof shall be sublet without previous written consent of the Owner, or the Contract or any monies payable hereunder shall be assigned otherwise than as herein specified, or if at any time the Engineer shall be of the opinion, and shall so certify in writing, that the conditions herein specified as to rate of progress are not being complied with, or that the work or any part thereof is being unnecessarily or unreasonably delayed, or that the Contractor has violated or is in default under any of the provisions of the Contract, or if the Contractor becomes bankrupt or insolvent or goes or is put into liquidation or dissolution, either voluntarily or involuntarily, or petitions for an arrangement or reorganization under the Bankruptcy Act, or makes a general assignment for the benefit of creditors or otherwise acknowledges insolvency, the happening of any of which shall be and constitute a default under the Contract, the Owner may notify the Contractor in writing, with a copy of such notice mailed to the Surety, to discontinue such work or any part thereof; thereupon the Contractor shall discontinue such work or such part thereof as the Owner may designate; and the Owner may, upon giving notice, by contract or otherwise as it may determine, complete the work or such part thereof and charge the entire cost and expense of so completing the work or such part thereof to the Contractor. In addition to the said entire cost and expense of completing the work, the Owner shall be entitled to reimbursement from the Contractor and the Contractor agrees to pay the Owner any losses, damages, costs and expenses, including attorney's fees, sustained or incurred by the Owner by reasons of any of the foregoing causes. For the purposes of such completion the Owner may for itself or for any contractors employed by the Owner take possession of any and use or cause to be used any and all materials, equipment, plant, machinery, appliances, tools, supplies and such other items



of every description that may be found or located at the site of the Work. No equipment or materials may be removed from the Work without the written consent of the Owner.

All costs, expenses, losses, damages, attorney's fees and any and all other charges incurred by the Owner under this Subsection shall be charged against the Contractor and deducted and/or paid by the Owner out of any monies due or payable or to become due or payable under the Contract to the Contractor; in computing the amounts chargeable to the Contractor, the Owner shall not be held to a basis of the lowest prices for which the completion of the work or any part thereof might have been accomplished, but all sums actually paid or obligated therefor to effect its prompt completion shall be charged to and against the account of the Contractor. In case the costs, expense, losses, damages, attorney's fees and other charges together with all payments theretofore made to or for the account of the Contractor are less than the sum which would have been payable under the Contract if the work had been properly performed and completed by the Contractor, the Contractor shall be entitled to receive the difference and, in case such costs, expenses, losses, damages, attorney's fees and other charges, together with all payments thereto-fore made to or for the account of the Contractor, shall exceed the said sum, the Contractor shall pay the amount of the excess to the Owner.

## 7. PAYMENTS TO THE CONTRACTOR

7.1 PRICES FOR WORK: The Owner will pay and the Contractor shall receive the prices stipulated in the Bid made a part hereof as full compensation for everything performed and furnished and for all risks and obligations undertaken by the Contractor under and as required by the Contract.

7.2 SCHEDULE OF VALUES: Except in cases where unit prices form the basis for payment under the Contract, the Contractor shall, within 20 days of the execution of the Contract and not less than 10 days prior to making an application for partial payment, submit to the Owner in a form approved by the Owner a schedule of values showing a breakdown of the Contract Sum itemized by trade and/or specification sections or as otherwise directed by the Owner and for each item shall show the total value including the Contractor's overhead and profit. Upon approval by the Owner, this schedule will be used in determining the value of the work done for the purpose of partial payments.

The costs employed in making up any of these schedules will be used only for determining the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the Contract Price.

7.3 APPLICATIONS FOR PARTIAL PAYMENT: Before the first day of each month, or as otherwise directed by the Owner, the Contractor shall make applications for the value of the work done and the materials installed and/or delivered to the site for installation in the project during the previous month. Such applications shall show the breakdown of the project into the same items as the schedule of values specified in Subsection 7.2 entitled SCHEDULE OF VALUES and showing for each item the total value, the value previously reported as complete, the value completed during the month, the cumulative value completed and the value remaining to be done. The application shall also show the value of materials delivered to the site which have not been incorporated into the work and whose value is not included in the amount shown for the work of which they are a part. The value of such materials shall be established by attaching copies of invoices covering the materials to the application. The application shall include a summary of value of the work performed during the previous month, plus the value of the material delivered to the job site but not incorporated in the work, and minus the amount of the retainage indicated in Subsection 7.4 entitled RETAINAGE.

The Engineer will, within 10 days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the Owner, or return the partial payment estimate to the Contractor indicating in writing his reasons for refusing to approve payment. In the latter case, the Contractor may make the necessary corrections and resubmit the partial payment estimate.

7.4 RETAINAGE: The Owner will retain 10 percent of the amount of each payment until final completion and acceptance of all work covered by the Contract Documents.

7.5 PAYMENTS WITHHELD: The Owner may withhold payment or, on account of subsequently discovered evidence, nullify the whole or part of any application to the extent necessary to protect himself from loss on account of:

1. Defective work not remedied.
2. Claims filed or reasonable evidence indicating the probable filing of claims.

3. Failure of the Contractor to make payments to Subcontractors, material suppliers, or employees.
4. A reasonable doubt that the Contract work can be completed for the balance unpaid.
5. Damage to another Contractor.

When the above grounds are removed, payment will be made for the amounts withheld because of them.

7.6 PAYMENT OF APPLICATIONS FOR PARTIAL PAYMENT: Upon verification and approval of the application for partial payment made as specified, the Owner will make payment of the amount found properly due. No payment made to the Contractor nor partial or entire use or occupancy of the Work by the Owner shall be an acceptance of any work or materials not in accordance with this Contract.

7.7 FINAL INSPECTION: Upon receipt of written notice from the Contractor that the work has been completed and finished in accordance with the Contract, the Owner will cause an inspection to be made of the work by his authorized representatives. A list shall be made of all deviations from the Contract requirements (commonly termed "punch list") and a copy of such list furnished to the Contractor. The Contractor shall with reasonable haste remedy all defects so noted and shall notify the Owner upon the completion of such work. When inspection by the Owner's authorized representatives shows the work to be complete in accordance with the Contract, application for final payment may be made.

7.8 RELEASE OF LIENS: Neither the final payment nor any part of the retained percentage shall become due until the Contractor shall deliver to the Owner a complete and notarized release of all liens arising out of this Contract, or receipts in full in lieu thereof, and if required in either case, an affidavit that so far as he had knowledge of information the releases and receipts include all the labor and material for which a lien could be filed; but the Contractor may, if any Subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Owner, to indemnify him against any lien. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all monies that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

7.9 USE OR PARTIAL PAYMENT NOT ACCEPTABLE: It is agreed that this is an entire contract for one whole and complete work or result and that neither the Owner's entrance upon or use of the Work or any part thereof nor any partial payments by the Owner shall constitute an acceptance of the Work or any part thereof before its entire completion and final acceptance.

7.10 PAYMENT FOR UNCORRECTED WORK: Should the Owner direct the Contractor not to correct work that has been damaged or that was not performed in accordance with the Contract Documents, an equitable deduction from the Contract Amount shall be made to compensate the Owner for the Uncorrected Work.

7.11 PAYMENT FOR REMOVAL OF REJECTED WORK AND MATERIALS: The removal of work and materials rejected in accordance with Subsection 4.3 entitled CORRECTION OF WORK BEFORE COMPLETION and the re-execution of acceptable work by the Contractor shall be at the expense of the Contractor, and he shall pay the cost of replacing the work of other contractors destroyed or damaged by the removal of the rejected work or materials and the subsequent replacement of acceptable work.

Removal of rejected work or materials and storage of materials by the Owner, in accordance with Subsection 4.3 entitled CORRECTION OF WORK BEFORE COMPLETION, shall be paid by the Contractor within thirty days after written notice to pay is given by the Owner. If the Contractor does not pay the expenses of such removal and after ten days' written notice being given by the Owner of his intent to sell the materials, the Owner may sell the materials at auction or at private sale and will pay the Contractor the net proceeds therefrom after deducting all the costs and expenses that should have been borne by the Contractor.

#### 7.12 PAYMENT ADJUSTMENTS

1. METHOD OF ADJUSTMENT. Any adjustment in the Contract Sum made pursuant to this Paragraph shall be consistent with this Contract and shall be arrived at through whichever one of the following ways is the most valid approximation of the actual cost to the Contractor:
  - a. by agreement on a fixed price adjustment;
  - b. by unit prices specified in the Contract or subsequently agreed upon;
  - c. by the costs attributable to the event including profit if otherwise allowed or subsequently agreed upon;
  - d. in such other manners as parties may mutually agree; or
  - e. in the absence of agreement by the parties, through a unilateral initial determination by the A/E of the costs attributable to the event, including profit if otherwise allowed, all as computed by the A/E and subject to review by the Owner and Contractor.
2. FINAL AGREEMENT. When any adjustment in the Contract Sum made pursuant to clauses in this Contract becomes final (e.g., by agreement or dispute resolution), the adjustment shall be computed and documented on Form "Construction Change Order".
3. DOCUMENTATION OF CONTRACTOR'S CHANGE ORDER PROPOSAL. The Contractor shall submit a written proposal for review by the A/E and the Owner. All costs claimed by the Contractors shall be justifiable compared with prevailing industry standards, as adjusted for local cost conditions. Costs shall be properly itemized and supported by substantiating data sufficient to permit evaluation before commencement to the pertinent performance or as soon thereafter as practicable.
4. CONSTRUCTION CHANGE DIRECTIVES. For a Construction Change Directive wherein the proposed method of compensation is actual costs, and pending the collection and evaluation of actual costs, the Contractor shall estimate the value of the changed work. The Contractor shall itemize the estimated cost into building components and shall use the labor, material and equipment unit direct costs as listed in the most current issue of the Construction Cost Data Book most applicable to the nature of the changed work, as published by R.S. Means, with a cost index adjusted for the project locale. The Contractor shall be permitted to add overhead and profit. Where the Contractor does not properly itemize the proposed costs as requested, the A/E shall provide the Owner with the itemization and this amount shall be the initial basis for compensation. Upon conversion of the Construction Change Directive to a Change Order, the A/E's cost for providing itemization shall be deducted from the final adjustment in the Contract Sum.
5. AGREED OVERHEAD AND PROFIT RATES. For any adjustments to the Contract Sum for which overhead and profit may be recovered the Contractor agrees to charge and accept, as full payment for overhead and profit, the following percentages of costs

attributable to the change in the Work. The percentages cited below shall be considered to include all indirect costs including, but not limited to: field and office managers, supervisors and assistants, incidental job burdens, small tools, and general overhead allocations. The allowable percentages for overhead and profit are as follows:

- .1 For the Prime Contractor, for any Work performed by his own forces, 15% of the cost;
  - .2 For the Prime Contractor, for Work performed by his Subcontractor, 7% of the amount due the Subcontractor;
  - .3 For the Subcontractor involved, the work performed by his own forces, 15% of the cost;
  - .4 For the Subcontractor, for the Work performed by lower tier Subcontractors, 7% of the amount due the Subcontractor.
- 
- 5.1 Not more than three levels of overhead and profit shall be allowed regardless of the number of subcontractor tiers.
  - 5.2 The Contractor or Subcontractor shall not be allowed overhead on the overhead and profit received by its subcontractors.
  - 5.3 Using the percentages stated in 4.1, any adjustment to the Contract Sum for deleted work shall include any overhead and profit attributable to the cost for the deleted Work.
  - 5.4 If the Contractor initiates the Change Order proposal and the Owner is not obligated to pay for all or any part of the proposal, then the Contractor shall be responsible for any A/E's fees to evaluate and process that Change Order proposal. Compensation shall be based on the Owner's contract with the A/E and the rates Additional Services contained therein, and shall be withheld from the final payment to the Contractor.

7.13 PAYMENT FOR EXTRA WORK: Written notice of claims for payment for Extra Work shall be given by the Contractor within ten days after receipt of instructions from the Owner to proceed with the Extra Work and also before any work is commenced, except in emergency endangering life or property. No claim shall be valid unless so made. In all cases, the Contractor's itemized estimate sheets showing all labor and material shall be submitted to the Owner. The Owner's order for Extra Work shall specify any extension of the Contract Time and one of the following methods of payment:

1. Unit price or combinations of unit prices which formed the basis of the original Contract.
2. A lump sum based on the Contractor's estimate and accepted by the Owner.
3. Net cost plus a fixed fee. Net costs are defined as follows:
  - 3.1 Labor costs, including time of foreman while engaged directly upon extra work at rates not greater than the scale of rates for each respective classification of labor customary in the area where the work is performed for each respective job classification.
  - 3.2 Labor insurance taxes including amounts paid on a percent of such labor rate or on a cents per hour basis for Workmen's Compensation, Public Liability, Contractor's Contingent Liability and Contractual Liability Insurance and all

Federal Old Age and Unemployment Taxes and any other taxes applicable as well as fringe benefits may be approved by the Engineer.

- 3.3 Materials and supplies actually used on the work.
- 3.4 Rental charges for necessary equipment, as agreed upon by the Owner and Contractor. Rental charges shall not exceed those published in Rental Rates for Construction Equipment issued by the American Equipment Distributor. Equipment and tools having a value of \$100.00 or less are considered to be "small tools" and, as such, are considered to be part of overhead.

To the cost under (3) there shall be added a fixed fee to be agreed upon but not to exceed 15 percent of the estimated cost of the work. The fee shall be compensation to cover the cost of supervision, overhead, bond, profit and any other general expenses. On work performed by subcontractors, the fixed fee shall not exceed 5 percent of the cost of the work.

#### 7.14 NOT USED

7.15 PAYMENT FOR WORK BY THE OWNER: The cost of the work performed by the Owner, in accordance with Subsection 2.10 entitled OWNER'S RIGHT TO DO WORK, shall be paid by the Contractor.

7.16 PAYMENT FOR WORK BY THE OWNER FOLLOWING TERMINATION OF CONTRACT BY OWNER: Upon termination of the Contract by the Owner in accordance with Subsection 2.11 entitled OWNER'S RIGHT TO TERMINATE CONTRACT, no further payment shall be due the Contractor until the work is completed. If the unpaid balance of the Contract Amount shall exceed the cost of completing the work including all overhead costs, the excess shall be paid to the Contractor. If the cost of completing the work shall exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The cost incurred by the Owner, as herein provided, and the damage incurred through the Contractor's default, will be certified by the Owner.

7.17 PAYMENT FOR SAMPLES AND TESTING OF MATERIALS: Samples furnished in accordance with Subsection 4.18 entitled SAMPLES, shall be furnished by the Contractor at his expense.

Testing of samples and materials furnished in accordance with Subsection 4.18 entitled SAMPLES, will be arranged and paid for by the Owner.

7.18 ACCEPTANCE AND FINAL PAYMENT: When the Contractor shall have completed the work in accordance with the terms of the Contract Documents, he shall certify completion of the work to the Owner and submit a final Request for Payment, which shall be the Contract Amount plus all approved additions, less all approved deductions and less previous payments made. The Contractor shall furnish evidence that he has fully paid all debts for labor, materials, and equipment incurred in connection with the work, and, upon acceptance by the Owner, the Owner will release the Contractor except as to the conditions of the Performance Bond and the Payment Bond, any legal rights of the Owner, required guaranties, and Correction of Faulty Work after Final Payment, and will pay the Contractor's final Request for Payment. The Contractor shall allow sufficient time between the time of completion of the work and approval of the final Request for Payment for the Engineer to assemble and check the necessary data.

The Contractor shall deliver to the Owner a complete release of all liens arising out of this Contract before the retained percentage or before the final Request for Payment is paid.

7.19 ACCEPTANCE OF FINAL PAYMENT AS RELEASE: The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor other than claims in stated amounts as may be specifically excepted by the Contractor for all things done or furnished in connection with this Work and for every act and neglect of the Owner and others relating to or arising out of this Work. Any payment, however, final or otherwise, shall not release the Contractor or his sureties from any obligations under the Contract Documents or the Performance Bond and the Payment Bond.

7.20 DELAYS AND DAMAGES: The date of beginning and the time for completion of the Work are essential conditions of the Contract Documents and the Work embraced shall be commenced on a date specified in the Notice To Proceed.

The Contractor shall proceed with the Work at such rate of progress to insure full completion within the Contract Time. It is expressly understood and agreed by and between the Contractor and the Owner that the Contract Time for the completion of the Work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the Work. If the Contractor refuses or fails to prosecute the Work, or any separable part thereof, with such diligence as will insure its completion within the time specified in this Contract, or any extension thereof, or fails to complete said Work within such time, the Owner may, by written notice to the Contractor and his Surety, terminate his right to proceed with the Work or such part of the work as to which there has been delay. In such event the Owner may take over the Work and prosecute the same to completion, by contract or otherwise, and may take possession of and utilize in completing the work such materials, appliances, and plant as may be on the site of the work and necessary therefor. Whether or not the Contractor's right to proceed with the Work is terminated, he and his sureties shall be liable for any damage to the Owner resulting from his refusal or failure to complete the Work within the specified time.

If fixed and agreed liquidated damages are provided in the Contract and if the Owner so terminates the Contractor's right to proceed, the resulting damage will consist of such liquidated damages until such reasonable time as may be required for final completion of the Work together with any increased costs occasioned the Owner in completing the Work.

If fixed and agreed liquidated damages are provided in the Contract, and if the Owner does not so terminate the Contractor's right to proceed, whether before or after completion date, the resulting damage will consist of such liquidated damages until the Work is completed or accepted.

The Contractor's right to proceed shall not be so terminated nor the Contractor charged with resulting damage if:

1. The delay in the completion of the Work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, Acts of God, acts of the public enemy, acts of the Government in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and such subcontractors or suppliers; and

2. The Contractor, within 10 days from the beginning of any such delay (unless the Owner grants a further period of time before the date of final payment under the Contract), notifies the Owner in writing of the causes of delay.

As used in subparagraph 1, above, the term "subcontractors or suppliers" means subcontractors or suppliers at any tier.

The Engineer shall ascertain the facts and the extent of the delay and extend the time for completing the Work when, in his judgement, the findings of fact justify such an extension, and his findings of fact shall be final and conclusive on the parties, subject only to appeal as provided in these General Conditions.

The rights and remedies of the Owner provided in this clause are in addition to any other rights and remedies provided by law or under this Contract.

(End of Section 01230)



SECTION 01232 - SUPPLEMENTAL CONDITIONS

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CONFLICT OF INTEREST: No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept or approve, or to take part in negotiation, making, accepting, or approving any architectural, engineering, inspecting, construction, or material supply contract, or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this Contract or in any part thereof. No officer, employee, architect, attorney, engineer, or inspector of or for the Owner who is authorized in such capacity and on behalf of the Owner who is in any legislative, executive, supervisory, or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this Contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

CONTRACT MODIFICATION: All changes which affect the construction of the project must be authorized by means of a contract change order. All change orders and contract modifications must be approved by the Owner prior to becoming effective. All changes should be recorded on a contract change order as they occur so that they may be included in the partial payment estimate.

USE OF PREMISES: The Contractor shall confine his materials, equipment, and the operations of his employees, subcontractors, and suppliers to minimize interference with the normal operations of the landfill site.

STATE AND LOCAL PERMITS, LICENSES, FEES, INSPECTIONS, CERTIFICATES: The Contractor shall obtain such required documents and pay the fees assessed for each division of work for which such permits, licenses, fees, and inspections are required. The Contractor shall also obtain and pay the fees for general permits such as Building Permits, Business License, and Certificate of Occupancy.

SIGNS: The Owner reserves the right to all advertising privileges about the job and no signs shall be posted by the Contractor anywhere on the premises without approval by the Owner except those signs, posters, or bulletins required by Federal, State, or local authorities.

PUBLICITY: All prime contractors and their subcontractors shall submit to the Owner for approval all publicity items, including photographs, relating to the work of this project. The Owner shall approve any and all material prior to release for publication.

PROTECTION OF WORK: The Contractor shall at all times, until final acceptance of the work, provide protection of the work, either new or previously existing, from all hazards involved in his operations. All damage suffered by any item of work, shall be repaired or the item shall be replaced prior to final acceptance.

SPECIAL PRECAUTIONS: At all times during the construction of the project and its component parts, the Contractor shall provide, install, and maintain proper temporary supports, shoring, and bracing to prevent any damage to the work due to all causes.

MINIMUM WAGE RATES: The U.S. Department of Labor has issued a Federal Wage Determination for the project which is incorporated in these Specifications.

PRE-CONSTRUCTION CONFERENCE: After award of contract, but prior to commencement of work, a pre-construction conference will be held for the purpose of reviewing the contract documents and job conditions. The conference will be held at a time and place as agreed upon by all participants and will be attended by representatives of the Owner and the Contractor.

LIQUIDATED DAMAGES: In case of failure on the part of the contractor to complete the work within the time fixed in the Agreement for final completion or any extension thereof, the Owner shall retain from final payment to the contractor, liquidated damages, the amount set forth in the Agreement for each succeeding calendar day of delay, which is agreed upon as a reasonable and proper measure of damages which the Owner will sustain per them by the failure of the contractor to complete work within the time stipulated, it being recognized by the Owner and contractor that the injury to the Owner which could result from failure of the contractor to complete the work on schedule is uncertain and insusceptible of certain computation.

UTILITY LOCATIONS: The Contractor shall coordinate with the Owner regarding any private utility service lines.

SPECIFICATIONS AND DRAWINGS: The following Drawings and Specifications form a part of this Contract as set forth in Paragraph 1.1, Section 01230, GENERAL CONDITIONS.

A. THE DRAWINGS ARE LISTED AS FOLLOWS:

<u>Sheet No.</u>	<u>Title</u>
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See Drawing Cover Sheet.

B. THE SPECIFICATIONS ARE LISTED AS FOLLOWS:

<u>Division No.</u>	<u>Title</u>
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See Table of Contents.

(End of Section 01232)



# Fire Protection Sprinkler System Specification Sheet

(Per §40-10-250)



## Project Data

Project name: Addition to Laurens County Emergency Services Northern Precinct Station

Location in South Carolina: Address (street # and street name): 2544 North Old Laurens Road - State project:  Yes  No  
 City: Gray Court County: Laurens State project #: N/A

## Water Supply Information

Date test conducted: 8/31/2020 Static Pressure: 68 psi Residual Pressure: 63 psi Flow: 1200 GP  
 Distances of test gauges relative to the base of the riser: Horizontal: 3800 ft+- Vertical: 0 ft BOR  
 Source of water supply:  Municipal dead-end  Municipal circulation  Other: Pipe Size (in): 6"  
 Test data by/from: Name Justin Jennings Title: not provided  
 Organization: Laurens County Water and Sewer Commission Telephone #: 864-682-3250  
 Fire Pump:  Yes  No Pump Capacity: GPM Churn Pressure: psi  
 New  Existing Rated Pressure: psi Pressure@ 150% flow: psi  
 On-site storage tank:  Yes  No  New  Existing Tank capacity: Gallons

## NFPA Hazard Classification

Area #	Class or Code Reference	Description of Hazard Protected (commodity description, storage height, and arrangement as applicable.)
1	Ordinary Hazard Group I	Truck bay
2	Light Hazard	Offices, training room, day room, restrooms, break room, multipurpose, corridors
3	Residential	Sleeping rooms

## Design Parameters

Area #	System Type	Density (gpm/ft <sup>2</sup> ) / Area (ft <sup>2</sup> ) or Other (reference code section)	Inside Hose (gpm)	Outside Hose (gpm)
1	Wet	0.15 gpm/ft <sup>2</sup> / 1500 ft <sup>2</sup>	0 GPM	0 GPM
2	Wet	0.10 gpm/ft <sup>2</sup> / 1500 ft <sup>2</sup>	0 GPM	0 GPM
3	Wet	0.05 gpm/ft <sup>2</sup> / up to 4 sprinklers per compartment	0 GPM	0 GPM

Seismic Design Data: Ss= 0.285 g Ss derived from the SEAOC web application based street address

## Codes And Standards

### Applicable Codes, Standards & Editions for the Scope of Work on the Sprinkler System

2016 NFPA 13R 2018 IBC & IFC Section 903 & IBC Section 1613

### Scope of work and notes:

1. Sprinkler system begins 5 ft outside bldg. Underground Sprinkler piping by others.
  2. Design area reduction permitted per NFPA 13 11.2.3.2.3 when using Quick Response sprinklers.
  3. Lateral sway bracing and end of line restraints not required when installed per NFPA 13 9.3.5.5.10 and 9.3.6.5.
- ++++End of Notes++++

## Specifier's Information

Name: Ralph K. Foster, III, PE  
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