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PROJECT NUMBER: H59-N853-MJ

PROJECT NAME: HGTC - Landscape, Irrigation and New Well for Conway Campus

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SE-310

REQUEST FOR ADVERTISEMENT

PROJECT NAME: HGTC - Landscaping, Irrigation and New Well for Conway Campus

PROJECT NUMBER: H59-N853-MJ

PROJECT LOCATION: Conway, SC

Contractor may be subject to performance appraisal at close of project

BID SECURITY REQUIRED? Yes ☒ No ☐

PERFORMANCE & PAYMENT BONDS REQUIRED? Yes ☒ No ☐

CONSTRUCTION COST RANGE: \$100,000 - \$125,000

DESCRIPTION OF PROJECT: Landscaping - including plants, planting materials and grading, Irrigation installation and deep well

A/E NAME: Mozingo + Wallace Architects, LLC

A/E CONTACT: Gerald Wallace

A/E ADDRESS: Street/PO Box: 618 Chestnut Road, Suite 205

City: Myrtle Beach

State: SC ZIP: 29572-

EMAIL: gwallace@mozingowallace.com

TELEPHONE: 843-449-8000

FAX: 843-449-1113

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

BIDDING DOCUMENTS/PLANS MAY BE OBTAINED FROM: www.hgtc.edu/purchasing (Construction Project Updates)

PLAN DEPOSIT AMOUNT: \$0.00 **IS DEPOSIT REFUNDABLE:** Yes ☐ No ☐

Only those Bidding Documents/Plans obtained from the above listed source(s) are official. Bidders rely on copies of Bidding Documents/Plans obtained from any other source at their own risk.

BIDDING DOCUMENTS/PLANS ARE ALSO ON FILE FOR VIEWING PURPOSES ONLY AT (list name and location for each plan room or other entity):

PRE-BID CONFERENCE? Yes ☒ No ☐ **MANDATORY ATTENDANCE?** Yes ☐ No ☒

DATE: 10/7/2014 **TIME:** 10:00 a.m. **PLACE:** Conway Campus, Maintenance Supervisor's Office

AGENCY: Horry Georgetown Technical College

NAME OF AGENCY PROCUREMENT OFFICER: Dianna Cecala

ADDRESS: Street/PO Box: 2050 Hwy 501 E

City: Conway

State: SC ZIP: 29526-

EMAIL: dianna.cecala@hgtc.edu

TELEPHONE: 843-349-5207

FAX: 843-349-5270

BID CLOSING DATE: 10/21/2014 **TIME:** 3:00 p.m. **LOCATION:** Conway Campus, Bldg. 100, Room 107 Boardroom

BID DELIVERY ADDRESSES:

HAND-DELIVERY:

Attn: Room 111, Procurement
Horry Georgetown Technical College
2050 Hwy 501 E
Conway, SC 29526

MAIL SERVICE:

Attn: Procurement Department
Horry Georgetown Technical College
PO Box 261966
Conway, SC 29528

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

APPROVED BY (Office of State Engineer):



DATE:

9/26/14

September 8, 2014

Instructions to Bidders (AIA Document A701-1997 Edition)

AIA Document can be viewed at the office of
Mozingo & Wallace or online at AIA.org

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

OWNER: Horry Georgetown Technical College**PROJECT NUMBER:** H59-N853- MJ**PROJECT NAME:** HGTC - Landscaping, Irrigation and New Well for Conway Campus**PROJECT LOCATION:** Conway, SC**PROCUREMENT OFFICER:** Dianna Cecala**1. STANDARD SUPPLEMENTAL INSTRUCTIONS TO BIDDERS**

1.1. These Standard Supplemental Instructions To Bidders amend or supplement Instructions To Bidders (AIA Document A701-1997) and other provisions of Bidding and Contract Documents as indicated below.

1.2. Compliance with these Standard Supplemental Instructions is required by the Office of State Engineer (OSE) for all State projects when competitive sealed bidding is used as the method of procurement.

1.3. All provisions of A701-1997, which are not so amended or supplemented, remain in full force and effect.

1.4. Bidders are cautioned to carefully examine the Bidding and Contract Documents for additional instructions or requirements.

2. MODIFICATIONS TO A701-1997

2.1. *Delete Section 1.1 and insert the following:*

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

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

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

2.4. *In Section 2.1.1:*

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

Insert the following at the end of this section:

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

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

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

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2.6. Insert the following Sections 2.2 through 2.6:**2.2 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

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

(a) By submitting an bid, the bidder certifies that—

(1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to—

- (i) Those prices;
- (ii) The intention to submit an bid; or
- (iii) The methods or factors used to calculate the prices offered.

(2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit an bid for the purpose of restricting competition.

(b) Each signature on the bid is considered to be a certification by the signatory that the signatory—

(1) Is the person in the bidder's organization responsible for determining the prices being offered in this bid, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; or

(2)(i) Has been authorized, in writing, to act as agent for the bidder's principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification [As used in this subdivision (b)(2)(i), the term "principals" means the person(s) in the bidder's organization responsible for determining the prices offered in this bid];

(ii) As an authorized agent, does certify that the principals referenced in subdivision (b)(2)(i) of this certification have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification.

(c) If the bidder deletes or modifies paragraph (a)(2) of this certification, the bidder must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

2.3 DRUG FREE WORKPLACE

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

2.4 CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS

(a) (1) By submitting an Bid, Bidder certifies, to the best of its knowledge and belief, that-

(i) Bidder and/or any of its Principals-

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;

(B) Have not, within a three-year period preceding this bid, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in

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STANDARD SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of bids; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) Bidder has not, within a three-year period preceding this bid, had one or more contracts terminated for default by any public (Federal, state, or local) entity.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

(b) Bidder shall provide immediate written notice to the Procurement Officer if, at any time prior to contract award, Bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) If Bidder is unable to certify the representations stated in paragraphs (a)(1), Bid must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Bidder's responsibility. Failure of the Bidder to furnish additional information as requested by the Procurement Officer may render the Bidder nonresponsible.

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

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

2.5 ETHICS CERTIFICATE

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

2.6 RESTRICTIONS APPLICABLE TO BIDDERS & GIFTS

Violation of these restrictions may result in disqualification of your bid, suspension or debarment, and may constitute a violation of the state Ethics Act. (a) After issuance of the solicitation, ***bidder agrees not to discuss this procurement activity in any way with the Owner or its employees, agents or officials.*** All communications must be solely with the Procurement Officer. This restriction may be lifted by express written permission from the Procurement Officer. This restriction expires once a contract has been formed. (b) Unless otherwise approved in writing by the Procurement

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Officer, ***bidder agrees not to give anything to the Owner, any affiliated organizations, or the employees, agents or officials of either, prior to award.*** (c) Bidder acknowledges that the policy of the State is that a governmental body should not accept or solicit a gift, directly or indirectly, from a donor if the governmental body has reason to believe the donor has or is seeking to obtain contractual or other business or financial relationships with the governmental body. Regulation 19-445.2165(C) broadly defines the term donor.

2.7. Delete Section 3.1.1 and substitute the following:

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

2.8. Delete the language of Section 3.1.2 and insert the word "Reserved."

2.9. In Section 3.1.4, delete the words "and Architect may make" and substitute the words "has made."

2.10. Insert the following Section 3.1.5

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

2.11. In Section 3.2.2:

Delete the words "and Sub-bidders"

Delete the word "seven" and substitute the word "ten"

2.12. In Section 3.2.3:

In the first Sentence, insert the word "written" before the word "Addendum."

Insert the following at the end of the section:

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

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

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

2.14. Delete Section 3.3.2 and substitute the following:

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

2.15. Delete Section 3.4.3 and substitute the following:

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

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2.16. Insert the following Sections 3.4.5 and 3.4.6:

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

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

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

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

2.19. Delete Section 4.1.3 and substitute the following:

4.1.3 Sums shall be expressed in figures.

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

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

2.21. Delete Section 4.1.5 and substitute the following:

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

2.22. Delete Section 4.1.6 and substitute the following:

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

2.23. Delete Section 4.1.7 and substitute the following:

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

2.24. Delete Section 4.2.1 and substitute the following:

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

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2.25. Delete Section 4.2.2 and substitute the following:

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

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

2.26. Delete Section 4.2.3 and substitute the following:

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

2.27. Insert the following Section 4.2.4:

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

2.28. Delete Section 4.3.1 and substitute the following:

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

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

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

2.30. Delete Section 4.4.2 and substitute the following:

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

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

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

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

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

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

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

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

2.33. *Insert the following Sections 5.2.2 and 5.2.3:*

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

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

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

2.34. *Delete Section 6.1 and substitute the following:*

6.1 CONTRACTOR'S RESPONSIBILITY

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

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

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

2.37. *Insert the following Section 6.4*

6.4 CLARIFICATION

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

2.38. *Delete Section 7.1.2 and substitute the following:*

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

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

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

OSE FORM 00201**STANDARD SUPPLEMENTAL INSTRUCTIONS TO BIDDERS****2.41. Delete Section 7.2.1 and substitute the following:**

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

2.42. Delete the language of Section 7.2.2 and insert the word "Reserved."**2.43. Delete the language of Article 8 and insert the following:**

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

2.44. Insert the following Article 9:**ARTICLE 9 MISCELLANEOUS****9.1 NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING
IMPORTANT TAX NOTICE - NONRESIDENTS ONLY**

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

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

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

PLEASE SEE THE "NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING" FORM (FORM NUMBER I-312) LOCATED AT: <http://www.sctax.org/Forms+and+Instructions/withholding/default.htm>.

9.2 CONTRACTOR LICENSING

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

9.3 SUBMITTING CONFIDENTIAL INFORMATION

For every document Bidder submits in response to or with regard to this solicitation or request, Bidder must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Bidder contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged & confidential, as that phrase is used in Section 11-35-410. For every document Bidder submits in response to or with regard to this solicitation or request, Bidder must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Bidder contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Bidder submits in response to or with regard to this solicitation or request, Bidder must separately mark with the word "PROTECTED" every page, or portion thereof, that Bidder contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire bid as confidential, trade secret, or protected! If your bid, or any part thereof, is improperly marked as confidential or trade

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

secret or protected, the State may, in its sole discretion, determine it nonresponsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation, Bidder (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, & documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, & (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the State will detrimentally rely on Bidders's marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED". By submitting a response, Bidder agrees to defend, indemnify & hold harmless the State of South Carolina, its officers & employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the State withholding information that Bidder marked as "confidential" or "trade secret" or "PROTECTED".

9.4 POSTING OF INTENT TO AWARD

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

Room or Area of Posting: Room 107

Building Where Posted: Building 100

Address of Building: HGTC Conway Campus

WEB site address (if applicable): www.hgtc.edu/purchasing

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

9.5 PROTEST OF SOLICITATION OR AWARD

Any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen days of the date of issuance of the applicable solicitation document at issue. Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within ten days of the date notification of intent to award is posted in accordance with Title 11, Chapter 35, Section 4210 of the South Carolina Code of Laws, as amended. A protest shall be in writing, shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be received by the State Engineer within the time provided.

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

(a) by email to protest-ose@mmo.sc.gov,

(b) by facsimile at 803-737-0639, or

(c) by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201.

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

9.6 SOLICITATION INFORMATION FROM SOURCES OTHER THAN OFFICIAL SOURCE

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

9.7 BUILDER'S RISK INSURANCE

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

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

9.8 TAX CREDIT FOR SUBCONTRACTING WITH MINORITY FIRMS

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

§ 9.9 OTHER SPECIAL CONDITIONS OF THE WORK

END OF DOCUMENT

September 8, 2014

Bid Bond (AIA Document A310 - 2010 Edition)

AIA Document can be viewed at the office of
Mozingo & Wallace or online at AIA.org

SE-330 – LUMP SUM BID BID FORM

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

BID SUBMITTED BY: _____

(Bidder's Name)

BID SUBMITTED TO: Horry Georgetown Technical College

(Owner's Name)

FOR PROJECT: PROJECT NAME HGTC - Landscaping, Irrigation and New Well for Conway Campus

PROJECT NUMBER H59-N853-MJ

OFFER

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

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

☐ Bid Bond with Power of Attorney ☐ Electronic Bid Bond ☐ Cashier's Check

(Bidder check one)

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

ADDENDUM No: _____

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

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

§ 6.1 **BASE BID WORK** *(as indicated in the Bidding Documents and generally described as follows):* Landscaping - including plants, planting materials and grading, irrigation installation and deep well,

_____, which sum is hereafter called the Base Bid.

(Bidder - insert Base Bid Amount on line above)

SE-330 – LUMP SUM BID BID FORM

2011 Edition

Rev. 2/14/14

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

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

SUBCONTRACTOR SPECIALTY By License Classification and/or Subclassification (Completed by Owner)	SUBCONTRACTOR'S PRIME CONTRACTOR'S NAME (Must be completed by Bidder) BASE BID	SUBCONTRACTOR'S PRIME CONTRACTOR'S SC LICENSE NUMBER
Electrical		
ALTERNATE 1		
ALTERNATE 2		
ALTERNATE 3		

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

INSTRUCTIONS FOR SUBCONTRACTOR LISTING

- 1.** Section 7 of the Bid Form sets forth a list of subcontractor specialties for which bidder is required to identify by name the subcontractor(s) Bidder will use to perform the work of each listed specialty. Bidder must identify only the subcontractor(s) who will perform the work and no others.
- 2.** For purposes of subcontractor listing, a Subcontractor is an entity who will perform work or render service to the prime contractor to or about the construction site. Material suppliers, manufacturers, and fabricators that will not perform physical work at the site of the project but will only supply materials or equipment to the bidder or proposed subcontractor(s) are not subcontractors and Bidder should not insert their names in the spaces provided on the bid form. Likewise, Bidder should not insert the names of sub-subcontractors in the spaces provided on the bid form but only the names of those entities with which bidder will contract directly.
- 3.** Bidder must only insert the names of subcontractors who are qualified to perform the work of the listed specialties as specified in the Bidding Documents and South Carolina Licensing Laws.
- 4.** If under the terms of the Bidding Documents, Bidder is qualified to perform the work of a specialty listed and Bidder does not intend to subcontract such work but to use Bidder's own employees to perform such work, the Bidder must insert its own name in the space provided for that specialty.
- 5.** If Bidder intends to use multiple subcontractors to perform the work of a single specialty listing, Bidder must insert the name of each subcontractor Bidder will use, preferably separating the name of each by the word **"and"**. If Bidder intends to use both his own employees to perform a part of the work of a single specialty listing and to use one or more subcontractors to perform the remaining work for that specialty listing, bidder must insert his own name and the name of each subcontractor, preferably separating the name of each with the word **"and"**.
- 6.** Bidder may not list subcontractors in the alternative nor in a form that may be reasonably construed at the time of bid opening as a listing in the alternative. A listing that requires subsequent explanation to determine whether or not it is a listing in the alternative is non-responsive. If bidder intends to use multiple entities to perform the work for a single specialty listing, bidder must clearly set forth on the bid form such intent. Bidder may accomplish this by simply inserting the word **"and"** between the name of each entity listed for that specialty. Owner will reject as non-responsive a listing that contains the names of multiple subcontractors separated by a blank space, the word "or", a virgule (that is a /), or any separator that the Owner may reasonably interpret as a listing in the alternative.
- 7.** If Bidder is awarded the contract, bidder must, except with the approval of the owner for good cause shown, use the listed entities to perform the work for which they are listed.
- 8.** If bidder is awarded the contract, bidder will not be allowed to substitute another entity as subcontractor in place of a subcontractor listed in Section 7 of the Bid except for one or more of the reasons allowed by the SC Code of Laws.
- 9.** Bidder's failure to insert a name for each listed specialty subcontractor will render the Bid non-responsive.

SE-330 – LUMP SUM BID BID FORM

2011 Edition

Rev. 2/14/14

§ 8. LIST OF MANUFACTURERS, MATERIAL SUPPLIERS, AND SUBCONTRACTORS OTHER THAN SUBCONTRACTORS LISTED IN SECTION 7 ABOVE (FOR INFORMATION ONLY): Pursuant to instructions in the Invitation for Bids, if any, Bidder will provide to Owner upon the Owner's request and within 24 hours of such request, a listing of manufacturers, material suppliers, and subcontractors, other than those listed in Section 7 above, that Bidder intends to use on the project. Bidder acknowledges and agrees that this list is provided for purposes of determining responsibility and not pursuant to the subcontractor listing requirements of SC Code Ann § 11-35-3020(b)(i).

§ 9. TIME OF CONTRACT PERFORMANCE AND LIQUIDATED DAMAGES

a. **CONTRACT TIME:** Bidder agrees that the Date of Commencement of the Work shall be established in a Notice to Proceed to be issued by the Owner. Bidder agrees to substantially complete the Work within _____ calendar days from the Date of Commencement, subject to adjustments as provided in the Contract Documents.

b. **LIQUIDATED DAMAGES:** Bidder further agrees that from the compensation to be paid, the Owner shall retain as Liquidated Damages the sum of \$_____ for each calendar day the actual construction time required to achieve Substantial Completion exceeds the specified or adjusted time for Substantial Completion as provided in the Contract Documents. This sum is intended by the parties as the predetermined measure of compensation for actual damages, not as a penalty for nonperformance.

§ 10. AGREEMENTS

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

§ 11. ELECTRONIC BID BOND

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

Electronic Bid Bond Number: _____

Signature and Title: _____

SE-330 – LUMP SUM BID BID FORM

2011 Edition

Rev. 2/14/14

BIDDER'S TAXPAYER IDENTIFICATION

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER: _____

OR

SOCIAL SECURITY NUMBER: _____

CONTRACTOR'S CLASSIFICATIONS AND SUBCLASSIFICATIONS WITH LIMITATIONS

Classification(s) & Limits: _____

Subclassification(s) & Limits: _____

SC Contractor's License Number(s): _____

BY SIGNING THIS BID, THE PERSON SIGNING REAFFIRMS ALL REPRESENTATIONS AND CERTIFICATIONS MADE BY BOTH THE PERSON SIGNING AND THE BIDDER, INCLUDING WITHOUT LIMITATION, THOSE APPEARING IN ARTICLE 2 OF THE INSTRUCTIONS TO BIDDER. THE INVITATION FOR BIDS, AS DEFINED IN THE INSTRUCTIONS TO BIDDERS, IS EXPRESSLY INCORPORATE BY REFERENCE.

SIGNATURE

BIDDER'S LEGAL NAME: _____

ADDRESS: _____

BY: _____
(Signature)

DATE: _____

TITLE: _____

TELEPHONE: _____

EMAIL: _____

UNIT PRICE FORM

PROJECT NAME: HGTC – LANDSCAPING, IRRIGATION AND NEW WELL FOR CONWAY CAMPUS

PROJECT NUMBER: H59-N853-MJ

The apparent Low Bidder shall complete this form and return it the Owner within 48 hours of Bid Opening. Failure to submit this completed form may render the Bid non-responsive. Form must be completed by Contractor and approved by Owner before Contract can be executed.

No.	ITEM	Estimated Bid Qty.	Unit of Measure	UNIT PRICE BID	EXTENDED VALUE
BUILDING 100/200					
1	ABM - Autum Blaze Maple	17	ea		
2	NCM - Natchez Crape Myrtle	10	ea		
3	QL - Laurel Oak	3	ea		
4	SP-C - Sabal Palm	8	ea		
5	DY - Dwarf Yaupon Holly	27	ea		
6	ICS - Sky Pencil Holly	6	ea		
7	NF - Firepower Nandina	12	ea		
8	LIG - Japanese Ligustrum	36	ea		
9	RL - Ruby Loropetalum	93	ea		
10	ASJ - Asian Star Jasmine	516	ea		
11	CIP - Cast Iron Plant	86	ea		
12	CNJ - Confederate Jasmine	62	ea		
13	LIR - Liriope muscari 'Big Blue'	1,108	ea		
14	SOD - Bermuda Grass	13,715	sq. ft.		
15	HW-M Hardwood Mulch Triple Hammered	9,509	sq. ft.		
16	Grading and Other Planting Materials	lump sum			
17	Irrigation Materials and Installation	lump sum			
TOTAL CONTRACT AMOUNT FOR BUILDING 100/200					
BUILDING 1000 UNIT PRICES					
1	TLIG - Japanese Ligustrum	2	ea		
2	QL - Laurel Oak	8	ea		
3	POD - Yew Podocarpus	22	ea		
4	RL - Ruby Loropetalum	7	ea		
5	RLD - Dwarf Ruby Loropetalum	23	ea		
6	ASJ - Asian Star Jasmine	1,586	ea		
7	LIR - Liriope	200	ea		
8	SOD Bermuda Grass-	9,717	sq. ft.		
9	HW-M - Shredded Hardwood Mulch Triple Hammered	7,424	sq. ft.		
10	Grading and Other Planting Materials	lump sum			
11	Irrigation Materials and Installation (excluding deep well)	lump sum			
12	Allowance for Deep Well Installation	allowance		\$35,000.	\$35,000.
TOTAL CONTRACT AMOUNT FOR BUILDING 1000					
CONTRACT GENERAL CONDITIONS					
TOTAL CONTRACT AMOUNT (SUM OF BLDGS 100/200 & 1000) (Must match Lump Sum Bid Amount)					

September 8, 2014

Standard Form of Agreement between Owner and Contractor (AIA Document A101-2007 Edition)

AIA Document can be viewed at the office of
Mozingo & Wallace or online at AIA.org

OSE FORM 00501 **STANDARD MODIFICATIONS TO AGREEMENT BETWEEN** **OWNER AND CONTRACTOR** ---

OWNER: Horry Georgetown Technical College

PROJECT NUMBER: H59-N853-MJ

PROJECT NAME: HGTC - Landscaping, Irrigation and New Well for Conway Campus

1. STANDARD MODIFICATIONS TO AIA A101-2007

1.1. These Standard Modifications amend or supplement the *Standard Form of Agreement Between Owner and Contractor* (AIA Document A101-2007) and other provisions of Bidding and Contract Documents as indicated below.

1.2. All provisions of A101-2007, which are not so amended or supplemented, remain in full force and effect.

2. MODIFICATIONS TO A101

2.1. *Insert the following at the end of Article 1:*

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

2.2. *Delete Section 3.1 and substitute the following:*

3.1 The Date of Commencement of the Work shall be the date fixed in a Notice to Proceed issued by the Owner. The Owner shall issue the Notice to Proceed to the Contractor in writing, no less than seven days prior to the Date of Commencement. Unless otherwise provided elsewhere in the contract documents, and provided the contractor has secured all required insurance and surety bonds, the contractor may commence work immediately after receipt of the Notice to Proceed.

2.3. *Delete Section 3.3 and substitute the following:*

3.3 The Contract Time shall be measured from the Date of Commencement as provided in Section 9(a) of the Bid Form (SE-330) for this Project. Contractor agrees that if the Contractor fails to achieve Substantial Completion of the Work within the Contract Time, the Owner shall be entitled to withhold or recover from the Contractor liquidated damages in the amounts set forth in Section 9(b) of the Bid Form (SE-330), subject to adjustments of this Contract Time as provided in the Contract Documents.

2.4. *In Section 5.1.1, insert the words “and Owner” after the phrase “Payment submitted to the Architect.”*

2.5. *Delete Section 5.1.3 and substitute the following:*

5.1.3 The Owner shall make payment of the certified amount to the Contractor not later than 21 days after receipt of the Application for Payment.

2.6. *In Section 5.1.6, Insert the following after the phrase “Subject to other provisions of the Contract Documents”:*

and subject to Title 12, Chapter 8, Section 550 of the South Carolina Code of Laws, as amended (Withholding Requirements for Payments to Non-Residents)

In the spaces provided in Sub-Sections 1 and 2 for inserting the retainage amount, insert “three and one-half percent (3.5%).”

OSE FORM 00501**STANDARD MODIFICATIONS TO AGREEMENT BETWEEN
OWNER AND CONTRACTOR**

2.7. *In Section 5.1.8, delete the word “follows” and the colon and substitute the following:*

set forth in S.C. Code Ann. § 11-35-3030(4).

2.8. *In Section 5.1.9, delete the words “Except with the Owner’s prior approval, the” before the word “Contractor.”*

2.9. *In Section 5.2.2, delete the number 30 and substitute the number 21, delete everything following the words “Certificate for Payment” and place a period at the end of the resulting sentence.*

2.10. *Delete the language of Sections 6.1 and 6.2 and substitute the word “Reserved” for the deleted language of each Section .*

2.11. *Delete the language of Section 8.2 and substitute the word “Reserved.”*

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

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

Name: Harold Hawley

Title: VP Finance and Business Affairs

Address: 2050 Hwy 501 E, Conway SC 29526

Telephone: 843-349-5279 **FAX:** _____

Email: harold.hawley@hgtc.edu

8.3.2 Owner designates the individual listed below as its Owner's Representative, which individual has the authority and responsibility set forth in Section 2.1.1 of the General Conditions:

Name: Kevin Brown

Title: Superintendent of Building & Grounds

Address: 2050 Hwy 501 E., Conway SC 29526

Telephone: 843-349-5398 **FAX:** _____

Email: Kevin.Brown@hgtc.edu

2.13. *In Section 8.4, make the word “Representative” in the title plural, delete everything following the title, and substitute the following:*

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

Name: _____

Title: _____

Address: _____

Telephone: _____ **FAX:** _____

Email: _____

OSE FORM 00501**STANDARD MODIFICATIONS TO AGREEMENT BETWEEN
OWNER AND CONTRACTOR**

8.4.2 Contractor designates the individual listed below as its Contractor's Representative, which individual has the authority and responsibility set forth in Section 3.1.1 of the General Conditions:

Name: _____

Title: _____

Address: _____

Telephone: _____ **FAX:** _____

Email: _____

- 2.14.** *Add the following Section 8.6.1:*

8.6.1 The Architect's representative:

Name: Gerald C. Wallace

Title: Owner Architect

Address: 618 Chestnut Rd, Suite 205, Myrtle Beach SC 29572

Telephone: 843-449-8000 **FAX:** 843-449-1113

Email: gwallace@mozingowallace.com

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

Invitation for Construction Bids (SE-310)

Instructions to Bidders (AIA Document A701-1997)

Standard Supplemental Instructions to Bidders (OSE Form 00201)

Contractor's Bid (Completed SE-330)

Notice of Intent to Award (Completed SE-370)

Certificate of procurement authority issued by the SC Budget & Control Board

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

END OF DOCUMENT

September 8, 2014

General Conditions of the Contract for Construction (AIA Document A201-2007 Edition)

AIA Document can be viewed at the office of
Mozingo & Wallace or online at AIA.org

OSE FORM 00811**STANDARD SUPPLEMENTARY CONDITIONS**

OWNER: Horry Georgetown Technical College**PROJECT NUMBER:** H59-N853-MJ**PROJECT NAME:** HGTC - Landscaping, Irrigation and New Well for Conway Campus**1 GENERAL CONDITIONS**

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

2 STANDARD SUPPLEMENTARY CONDITIONS

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

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

3 MODIFICATIONS TO A201-2007

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

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

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

3.3 *Add the following Section 1.1.9:*

1.1.9 NOTICE TO PROCEED

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

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

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

3.5 *Delete Section 1.5.1 and substitute the following:*

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

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3.6 *Delete Section 2.1.1 and substitute the following:*

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

3.7 *Delete Section 2.1.2 and substitute the following:*

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

3.8 *Delete Section 2.2.3 and substitute the following:*

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

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

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

3.10 *Delete Section 2.2.5 and substitute the following:*

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

3.11 *Add the following Sections 2.2.6 and 2.2.7:*

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

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

3.12 *Delete Section 2.4 and substitute the following:*

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

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

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

3.14 *In the third sentence of Section 3.2.4, insert the word “latent” before the word “errors.”***3.15** *In the last sentence of Section 3.3.1, insert the words “by the Owner in writing” after the word “instructed.”***3.16** *Delete the third sentence of Section 3.5 and substitute the following sentences:*

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

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

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

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

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

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

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

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

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

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

acceptable to the Owner,

3.22 *Delete Section 3.9.2 and substitute the following:*

3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner the name and qualifications of a proposed superintendent. The Owner may reply within 14 days to the Contractor in writing stating (1) whether the Owner has reasonable objection to the proposed superintendent or (2) that the

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Owner requires additional time to review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection.

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

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

3.24 *Delete Section 3.10.3 and substitute the following:*

3.10.3 Additional requirements, if any, for the constructions schedule are as follows:
(Check box if applicable to this Contract))

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

3.25 *Add the following Section 3.10.4:*

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

3.26 *Add the following Section 3.12.5.1:*

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

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

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

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

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3.29 Add the following Sections 3.13.2 and 3.13.3:

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

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

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

including loss of use resulting therefrom,

3.31 *Delete Section 4.1.1 and substitute the following:*

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

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

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

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

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

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

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

3.35 *In Section 4.2.5, after the words “evaluations of the” and before the word “Contractor’s,” insert the following:*

Work completed and correlated with the

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

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

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

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

3.38 *Delete Section 4.2.14 and substitute the following:*

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

3.39 *Delete Section 5.2.1 and substitute the following:*

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

3.40 *Delete Section 5.2.2 and substitute the following:*

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

3.41 *In the first sentence of Section 5.2.3, delete the words "...or Architect..." in the two places they appear.***3.42** *Delete the words "...or Architect..." in the in the first sentence of Section 5.2.4 and insert the following sentence at the end of Section 5.2.4:*

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

3.43 *Add the following Section 5.2.5:*

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

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

5.3.1 By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not

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prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise herein or in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

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

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

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

3.45 *Delete the last sentence of Section 5.4.1.*

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

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

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

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

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

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

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

3.49 *Delete Section 7.2.1 and substitute the following:*

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

- .1** The change in the Work;

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

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

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

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

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

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

3.51 *Delete 7.3.3 and substitute the following:***7.3.3 PRICE ADJUSTMENTS**

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

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

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

3.52 *Delete Section 7.3.7 and substitute the following:*

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

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

3.53 *Delete Section 7.3.8 and substitute the following:*

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

3.54 *Add the following Sections 7.5 and 7.6:***7.5 AGREED OVERHEAD AND PROFIT RATES**

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

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

7.6 PRICING DATA AND AUDIT**§ 7.6.1 Cost or Pricing Data.**

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

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

§ 7.6.3 Records Retention.

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

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3.55 Delete Section 8.2.2 and substitute the following:

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

3.56 Delete Section 8.3.1 and substitute the following:

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

3.57 Insert the following at the end of Section 9.1:

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

3.58 Delete Section 9.2 and substitute the following:**9.2 SCHEDULE OF VALUES**

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

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

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

3.59 Delete Section 9.3.1 and substitute the following:

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

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

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

Insert the following at the end of Section 9.3.2:

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

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

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

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

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

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

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

3.63 *In Section 9.6.2, delete the word “The...” at the beginning of the first sentence and substitute the following:*

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

3.64 *Delete Section 9.7 and substitute following:*

9.7 FAILURE OF PAYMENT

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

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

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

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

3.67 *Delete Section 9.8.3 and substitute the following:*

9.8.3.1 Upon receipt of the Contractor’s list, the Architect, with the Owner and any other person the Architect or the Owner choose, will make an inspection on a date and at a time mutually agreeable to the Architect, Owner, and Contractor, to determine whether the Work or designated portion thereof is substantially complete. The Contractor shall furnish access for the inspection and testing as provided in this Contract. The inspection shall include a

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demonstration by the Contractor that all equipment, systems and operable components of the Work function properly and in accordance with the Contract Documents. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion. If more than one Substantial Completion inspection is required, the Contractor shall reimburse the Owner for all costs of reinspections or, at the Owner's option, the costs may be deducted from payments due to the Contractor.

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

3.68 *In the second sentence of Section 9.8.5, delete the words "and consent of surety, if any."*

3.69 *In the first sentence of Section 9.9.1, delete the words "Section 11.3.1.5" and substitute the words "Section 11.3.1.3."*

3.70 *Delete Section 9.10.1 and substitute the following:*

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

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

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

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- 3.72** Delete the first sentence of Section 9.10.3 and substitute the following:

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

- 3.73** Delete Section 9.10.5 and substitute the following:

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

- 3.74** Add the following Section 9.10.6:

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

- 3.75** Delete Section 10.3.1 and substitute the following:

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

- 3.76** Insert the following at the end of Section 10.3.2:

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

- 3.77** Delete Section 10.3.3 and substitute the following:

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

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

In addition to its obligations under Section 3.18, the

- 3.79** Delete the language of Section 10.3.6 and substitute the word "Reserved."

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

3.81 *Delete 11.1.2 and substitute the following:*

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

(1) COMMERCIAL GENERAL LIABILITY:

(a) General Aggregate (per project)	<u>\$1,000,000</u>
(b) Products/Completed Operations	<u>\$1,000,000</u>
(c) Personal and Advertising Injury	<u>\$1,000,000</u>
(d) Each Occurrence	<u>\$1,000,000</u>
(e) Fire Damage (Any one fire)	<u>\$50,000</u>
(f) Medical Expense (Any one person)	<u>\$5,000</u>

(2) BUSINESS AUTO LIABILITY (including All Owned, Non-owned, and Hired Vehicles):

(a) Combined Single Limit	<u>\$1,000,000</u>
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(3) WORKER'S COMPENSATION:

(a) State Statutory	
(b) Employers Liability	<u>\$100,000</u> Per Acc.
	<u>\$500,000</u> Disease, Policy Limit
	<u>\$100,000</u> Disease, Each Employee

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

3.82 *Delete Section 11.1.3 and substitute the following:*

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

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

Prior to commencement of the Work, and thereafter upon renewal or replacement of each required policy of insurance, Contractor shall provide to the Owner a signed, original certificate of liability insurance (ACORD 25). Consistent with this Section 11.1, the certificate shall identify the types of insurance, state the limits of liability for each type of coverage, name the Owner a Consultants as Certificate Holder, provide that the general aggregate limit applies per project, and provide that coverage is written on an occurrence basis. Both the certificates and the

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endorsements must be received directly from either the Contractor's insurance agent or the insurance company. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, naming the Owner as an additional insured for claims made under the Contractor's completed operations, and otherwise meeting the above requirements, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

3.83 *Delete Section 11.1.4 and substitute the following:*

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

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

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

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

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

3.87 *Delete Section 11.3.2 and substitute the following:*

11.3.2 BOILER AND MACHINERY INSURANCE

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

3.88 *Delete Section 11.3.3 and substitute the following:*

11.3.3 LOSS OF USE INSURANCE

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

3.89 *Delete Section 11.3.4 and substitute the following:*

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

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

3.91 *Delete Section 11.3.6 and substitute the following:*

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

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3.92 Delete the first sentence of Section 11.3.7 and substitute the following:

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

3.93 Delete the first sentence of Section 11.3.8 and substitute the following:

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

3.94 Delete Section 11.3.9 and substitute the following:

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

3.95 Delete Section 11.3.10 and substitute the following:

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

3.96 Delete Section 11.4.1 and substitute the following:

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

3.97 Delete Section 11.4.2 and substitute the following:

11.4.2 The Performance and Labor and Material Payment Bonds shall:

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

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3.98 *Add the following Sections 11.4.3 and 11.4.4:*

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

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

3.99 *Delete Section 12.1.1 and substitute the following:*

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

3.100 *In Section 12.2.2.1, delete the words "and to make a claim for breach of warranty" at the end of the third sentence.***3.101** *In Section 12.2.2.3, add the following to the end of the sentence:*

unless otherwise provided in the Contract Documents.

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

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

3.103 *Delete Section 13.1 and substitute the following:***13.1 GOVERNING LAW**

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

3.104 *Delete Section 13.2, including its Sub-Sections 13.2.1 and 13.2.2, and substitute the following:***13.2 SUCCESSORS AND ASSIGNS**

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

3.105 *Delete Section 13.3 and substitute the following:***13.3 WRITTEN NOTICE**

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

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

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

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

Unless expressly provided otherwise,

3.107 *Add the following Section 13.4.3:*

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

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

3.5 Warranty

3.17 Royalties, Patents and Copyrights

3.18 Indemnification

7.6 Cost or Pricing Data

11.1 Contractor's Liability Insurance

11.4 Performance and Payment Bond

15.1.6 Claims for Listed Damages

15.1.7 Waiver of Claims Against the Architect

15.6 Dispute Resolution

15.4 Service of Process

3.108 *Delete Section 13.6 and substitute the following:*

13.6 INTEREST

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

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

3.110 *Add the following Sections 13.8 through 13.16:*

13.8 PROCUREMENT OF MATERIALS BY OWNER

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

13.9 INTERPRETATION OF BUILDING CODES

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

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13.10 MINORITY BUSINESS ENTERPRISES

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

13.11 SEVERABILITY

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

13.12 ILLEGAL IMMIGRATION

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

13.13 SETOFF

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

13.14 DRUG-FREE WORKPLACE

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

13.15 FALSE CLAIMS

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

13.16 NON-INDEMNIFICATION:

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

3.111 *Delete Section 14.1.1 and substitute the following:*

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

- .1** Issuance of an order of a court or other public authority having jurisdiction that requires substantially all Work to be stopped; or

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

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

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

3.113 *In Section 14.1.4, replace the word “repeatedly” with the word “persistently.”***3.114** *Delete Section 14.2.1 and substitute the following:***14.2.1** The Owner may terminate the Contract if the Contractor

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

3.115 *In Section 14.2.2, delete the parenthetical statement “, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action,” immediately following the word “Owner” in the first line.***3.116** *In Section 14.2.4, replace the words “Initial Decision Maker” with the word “Architect”***3.117** *Add the following Section 14.2.5:*

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

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

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

3.119 *Delete Section 14.4.1 and substitute the following:*

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

3.120 *Delete Section 14.4.2 and substitute the following:*

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

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work;

OSE FORM 00811**STANDARD SUPPLEMENTARY CONDITIONS**

- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders; and
- .4 complete the performance of the Work not terminated, if any.

3.121 *Delete Section 14.4.3 and substitute the following:*

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

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

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

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

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

14.5 CANCELLATION AFTER AWARD BUT PRIOR TO PERFORMANCE

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

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

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

3.124 *Delete Section 15.1.2 and substitute the following:***15.1.2 NOTICE OF CLAIMS**

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

3.125 *Delete Section 15.1.3 and substitute the following:***15.1.3 CONTINUING CONTRACT PERFORMANCE**

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

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

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

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

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

3.128 *Delete Section 15.1.6 and substitute the following:***15.1.6 CLAIMS FOR LISTED DAMAGES**

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

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

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

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

3.129 *Add the following Section 15.1.7:***15.1.7 WAIVER OF CLAIMS AGAINST THE ARCHITECT**

Notwithstanding any other provision of the Contract Documents, including Section 1.2.1, but subject to a duty of good faith and fair dealing, the Contractor waives all claims against the Architect and any other design professionals who provide design and/or project management services to the Owner, either directly or as independent contractors or subcontractors to the Architect, for listed damages arising out of or relating to this

OSE FORM 00811**STANDARD SUPPLEMENTARY CONDITIONS**

Contract. The listed damages are (i) lost revenue and profit, (ii) losses resulting from injury to business or reputation, (iii) additional or escalated overhead and administration expenses, (iv) additional financing costs, (v) attorney's fees, (vi) any interest; (vii) unamortized equipment costs; and, (viii) losses incurred by subcontractors for the types of damages the Contractor has waived as against the Owner. This mutual waiver is not applicable to amounts due or obligations under Section 3.18 (Indemnification).

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

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

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

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

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

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

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

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

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

15.6 DISPUTE RESOLUTION

15.6.1 If a claim is not resolved pursuant to Section 15.5 to the satisfaction of either party, both parties shall attempt to resolve the dispute at the field level through discussions between Contractor's Representative and Owner's Representative. If a dispute cannot be resolved through Contractor's Representative and Owner's Representative, then the Contractor's Senior Representative and the Owner's Senior Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than twenty-one days after such a request is made, to attempt to resolve such dispute. Prior to any meetings between the Senior

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Representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute. The meetings required by this Section are a condition precedent to resolution pursuant to Section 15.6.2.

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

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

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

15.6.5 SERVICE OF PROCESS

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

3.132 Add the following Article 16:

ARTICLE 16 PROJECT-SPECIFIC REQUIREMENTS AND INFORMATION**16.1. Inspection Requirements:** *(Indicate the inspection services required by the Contract)*

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

The inspections required for this Work are :

(Indicate which services are required and the provider)

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

Remarks: All inspections provided by owner

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

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

\$35,000 Allowance for installation of Deep Well, Pump, and Controls. See Section 01210 of Specifications.

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

None

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

Product submittals for Irrigation Equipment and Deep Well Equipment to be provided by Contractor to Architect

.

16.5. Requirements for signage, on-site office or trailer, utilities, restrooms, etc., in addition to the Contract, if any. *(Refer to attachments as needed. If none, enter NONE)*

None

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

None

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

None

SE-355
Performance Bond

2011 Edition
Rev.10-29-12

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

Name: _____
Address: _____

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

Name: _____
Address: _____

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

Name: Horry Georgetown Technical College
Address: 2050 Hwy 501 E
Conway, SC 29526

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

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

State Project Name: HGTC - Landscape, Irrigation and New Well for Conway Campus
State Project Number: H59-N8530MJ
Brief Description of Awarded Work, as found on the SE-330, Bid Form: Landscaping - including plants, planting materials and grading, irrigation installation and deep well.

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

Name: Mozingo + Wallace Architects, L.L.C.
Address: 618 Chestnut Road, Suite 205
Myrtle Beach, SC 29572

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

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

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

CONTRACTOR

SURETY

By: _____
(Seal)

By: _____
(Seal)

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____
(Attach Power of Attorney)

Witness: _____

Witness: _____

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

Performance Bond

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

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

2. If the Contractor performs the contract, the Surety and the Contractor have no obligation under this Bond, except to participate in conferences as provided in paragraph 3.1.

3. The Surety's obligation under this Bond shall arise after:

3.1 The Agency has notified the Contractor and the Surety at the address described in paragraph 10 below, that the Agency is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If the Agency, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the Agency's right, if any, subsequently to declare a Contractor Default; or

3.2 The Agency has declared a Contractor Default and formally terminated the Contractor's right to complete the Contract.

4. The Surety shall, within 15 days after receipt of notice of the Agency's declaration of a Contractor Default, and at the Surety's sole expense, take one of the following actions:

4.1 Arrange for the Contractor, with consent of the Agency, to perform and complete the Contract; or

4.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Agency for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the Agency and the contractor selected with the Agency's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract, and pay to the Agency the amount of damages as described in paragraph 7 in excess of the Balance of the Contract Sum incurred by the Agency resulting from the Contractor Default; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and:

4.4.1 After investigation, determine the amount for which it may be liable to the Agency and, within 60 days of waiving its rights under this paragraph, tender payment thereof to the Agency; or

4.4.2 Deny liability in whole or in part and notify the Agency, citing the reasons therefore.

5. Provided Surety has proceeded under paragraphs 4.1, 4.2, or 4.3, the Agency shall pay the Balance of the Contract Sum to either:

5.1 Surety in accordance with the terms of the Contract; or

5.2 Another contractor selected pursuant to paragraph 4.3 to perform the Contract.

5.3 The balance of the Contract Sum due either the Surety or another contractor shall be reduced by the amount of damages as described in paragraph 7.

6. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond 15 days after receipt of written notice from the Agency to the Surety demanding that the Surety perform its obligations under this Bond, and the Agency shall be entitled to

enforce any remedy available to the Agency.

6.1 If the Surety proceeds as provided in paragraph 4.4, and the Agency refuses the payment tendered or the Surety has denied liability, in whole or in part, then without further notice the Agency shall be entitled to enforce any remedy available to the Agency.

6.2 Any dispute, suit, action or proceeding arising out of or relating to this Bond shall be governed by the Dispute Resolution process defined in the Contract Documents and the laws of the State of South Carolina.

7. After the Agency has terminated the Contractor's right to complete the Contract, and if the Surety elects to act under paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Agency shall be those of the Contractor under the Contract, and the responsibilities of the Agency to the Surety shall those of the Agency under the Contract. To a limit of the amount of this Bond, but subject to commitment by the Agency of the Balance of the Contract Sum to mitigation of costs and damages on the Contract, the Surety is obligated to the Agency without duplication for:

7.1 The responsibilities of the Contractor for correction of defective Work and completion of the Contract; and

7.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and

7.3 Damages awarded pursuant to the Dispute Resolution Provisions of the Contract. Surety may join in any Dispute Resolution proceeding brought under the Contract and shall be bound by the results thereof; and

7.4 Liquidated Damages, or if no Liquidated Damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. The Surety shall not be liable to the Agency or others for obligations of the Contractor that are unrelated to the Contract, and the Balance of the Contract Sum shall not be reduced or set-off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Agency or its heirs, executors, administrators, or successors.

9. The Surety hereby waives notice of any change, including changes of time, to the contract or to related subcontracts, purchase orders and other obligations.

10. Notice to the Surety, the Agency or the Contractor shall be mailed or delivered to the address shown on the signature page.

11. Definitions

11.1 Balance of the Contract Sum: The total amount payable by the Agency to the Contractor under the Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts to be received by the Agency in settlement of insurance or other Claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Contract.

11.2 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform the Contract or otherwise to comply with the terms of the Contract.

SE-357
Labor and Material Payment Bond

2011 Edition
Rev.10-29-12

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

Name: _____
Address: _____

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

Name: _____
Address: _____

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

Name: Horry Georgetown Technical College
Address: 2050 Hwy. 501 E
Conway, SC 29526

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

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

State Project Name: HGTC - Landscape, Irrigation and New Well for Conway Campus
State Project Number: H59-N853-MJ
Brief Description of Awarded Work, as found on the SE-330, Bid Form: Landscaping - Including plants, planting materials and grading, irrigation installation and deep well.

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

Name: Mozingo + Wallace L.L.C.
Address: 618 Chestnut Road, Suite 205
Myrtle Beach, SC 29572

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

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

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

CONTRACTOR

SURETY

By: _____
(Seal)

By: _____
(Seal)

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____
(Attach Power of Attorney)

Witness: _____

Witness: _____

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

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Agency to pay for all labor, materials and equipment required for use in the performance of the Contract, which is incorporated herein by reference.

2. With respect to the Agency, this obligation shall be null and void if the Contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants; and

2.2 Defends, indemnifies and holds harmless the Agency from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Contract.

3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4. With respect to Claimants, and subject to the provisions of Title 29, Chapter 5 and the provisions of §11-35-3030(2)(c) of the SC Code of Laws, as amended, the Surety's obligation under this Bond shall arise as follows:

4.1 Every person who has furnished labor, material or rental equipment to the Contractor or its subcontractors for the work specified in the Contract, and who has not been paid in full therefore before the expiration of a period of ninety (90) days after the date on which the last of the labor was done or performed by him or material or rental equipment was furnished or supplied by him for which such claim is made, shall have the right to sue on the payment bond for the amount, or the balance thereof, unpaid at the time of institution of such suit and to prosecute such action for the sum or sums justly due him.

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

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

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

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

5.2 Pay or arrange for payment of any undisputed amounts.

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

6. Amounts owed by the Agency to the Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the

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

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

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

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

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

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

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

13. DEFINITIONS

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

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

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

CONSTRUCTION CHANGE ORDER**Change Order No.:****Agency:** Horry Georgetown Technical College**Project Number:** H59-N853-MJ**Project Name:** HGTC - Landscaping, Irrigation and New Well for Conway Campus**Contractor:****Contract Dated:****For:****This Contract is changed as follows:** *(Insert description of change in space provided below)***Adjustments in the Contract Sum:**

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

Adjustments in Contract Time:

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

Contractor Acceptance:**BY:** _____ **Date:** _____*(Signature of Representative)***Print Name:** _____**Architect Recommendation for Acceptance:****BY:** _____ **Date:** _____*(Signature of Representative)***Print Name:** _____**Agency Acceptance and Certification****BY:** _____ **Date:** _____*(Signature of Representative)***Print Name:** _____☐ Change is within Agency Construction Procurement Certification amount of _____☐ Change is not within Agency Construction Procurement Certification amount**Office of the State Engineer Authorization for change not within Agency Construction Procurement Certification:****Signature of OSE Project Manager:** _____**Date:** _____

SECTION 00850
DRAWINGS INDEX

GENERAL

All drawings required for the project work shall be as listed hereunder. All Work shown on accompanying drawings shall be included under the General Construction Contract.

COVER SHEET

LANDSCAPING FOR BUILDINGS 100, 200 AND 1000 - Horry Georgetown Technical College

DRAWING INDEX

- L0.0 - Overall Campus Plan and Electrical Riser
- L1.0 - Planting Plan, Buildings 100 and 200
- L1.1 - Irrigation Plan, Buildings 100 and 200
- L2.0 - Planting Plan, Building 1000
- L2.1 - Irrigation Plan, Building 1000
- L3.0 - Planting Details
- L4.0 - Irrigation Details
- L5.0 - Specifications
- L6.0 - Specifications

-- END --

SECTION 01010
SUMMARY OF WORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Project consists of Landscape Planting and Irrigation System installation at Buildings 100, 200 and 1000.
1. Project Location: 2050 Hwy. 501 East, Conway, SC
 2. Owner: Horry Georgetown Technical College, Conway, SC
 3. Work Included:
 - a. Ground preparation for planting and sodding.
 - b. Installation of new irrigation system, connected to existing supply piping at Buildings 100 and 200.
 - c. Installation of new irrigation system, including deep well and pump at Building 1000.
 - d. Installation of landscape plants, sod and mulch per drawings and specifications.
- B. Considerations:
4. The Owner will be occupying all buildings as well as all areas of the campus surrounding the project site. Project Schedules must identify and coordinate activities of the campus and adjacent areas. In addition, the following shall be adhered to:
 - a. Allowable days and working hours are Monday through Saturday as late as desired or needed. Sunday work is acceptable provided there are no noise related activities.
 - b. All shut downs and/or necessary disruptions to Owner, student or public activities have to receive prior Owner approval with a minimal 48-hour notification.
 - c. All construction sites must be maintained at all times to prevent injury to college staff and students.
 - d. All water and power shall be provided by Owner at Owner's expense. This shall be coordinated with Owner.
 - e. Existing facilities shall not be used by construction personnel. On-site portable toilets shall be provided by Contractor with locations of all approved by Owner.
 - f. There shall be no communication between construction personnel and students, public or HGTC employees.
 - g. All areas within construction limits and perimeters shall be kept clean with work procedures and storage of materials organized.
 - h. Coordination shall be maintained with utility companies and Owner to ensure location and protection at all times to all existing utilities both above and below grade.
- C. Related Work:
1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions and Sections in Division 1 of these Specifications.
- D. Contract Documents, dated June 11, 2014, were prepared for the Project by Mazingo + Wallace Architects, L.L.C., 618 Chestnut Road, Suite 205, Myrtle Beach, South Carolina.
- E. The Work will be constructed under a single prime contract.

- - END OF SECTION 01010- -

SECTION 01152
APPLICATIONS FOR PAYMENT

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work included: Comply with procedures described in this Section when applying for progress payment and final payment under the Contract.
- B. Related Work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions and Sections in Division 1 of these Specifications.
 - 2. The Contract Sum and the schedule for payments are described in the Form of Agreement.
 - 3. Payments upon Substantial Completion and Completion of the Work are described in the General Conditions and in Division I of these Specifications, including - General Requirements - Project Close-out, and Contract Close-Out.

1.2 QUALITY ASSURANCE

- A. Prior to approval of payment application number one, secure the Owner's approval of the project schedule and schedule of values.
- B. During progress of the Work, modify the schedule of values as only approved by the Owner to reflect changes in the Contract Sum due to Change Orders or other modifications of the Contract.
- C. Base requests for payment on the approved schedule of values.
- D. Payment Application Times: Each progress payment date is as indicated in the Agreement. The period of construction Work covered by each Application or Payment is the period indicated in the Agreement.
- E. Application Preparation: complete every entry on the form, including notarization and execution by person authorized to sign legal documents on behalf of the Owner. Incomplete applications will be returned without action.

1.3 SUBMITTALS

- A. Formal Submittal: Unless otherwise directed by the Owner:
 - 1. Make formal submittal of request for payment by filling in all appropriate information, by typewriter or neat lettering in ink, on AIA Document G702, "Application and Certificate for Payment", plus Continuation Sheets, AIA Document G703.
 - 2. Sign and notarize the Application and Certificate for Payment.
 - 3. Submit the original of the Application and Certificate for Payment, plus two (2) identical copies of the entire Application including all continuation sheet or sheets, to the Owner. All copies shall bear original signatures and original notarizations.
 - 4. The Owner will review the formal submittal and, upon agreement, will distribute:
 - a. One copy to Contractor with payment.
 - 5. Request for Payment against any change order will not be honored until the change order is signed by all appropriate parties.
- B. Application for Payment at Substantial Completion: Following issuance of the Certificate of Substantial Completion, (see requirements per AIA A201 and OSE Form 00811), submit an Application for Payment.

Administrative actions and submittal that shall proceed or coincide with this application include:

- 1. Warranties (guarantees) and maintenance agreements.
- 2. Test/adjust/balance records for irrigation system.
- 3. Maintenance instructions.

- C. Final Payment Application: In conjunction with the requirements of section 01750, paragraph 1.3, administrative actions and submittals which must precede or coincide with submittal of the final payment Application for Payment include the following:
1. Completion of Project closeout requirements.
 2. Completion of items specified for completion after Substantial Completion.
 3. Assurance that unsettled claims will be settled.
 4. Assurance that Work is complete and all punch list items have been completed.
 5. Transmittal of required Project construction records to Owner including record documents.
 6. Proof that taxes, fees and similar obligations have been paid.

- - END OF SECTION 01152- -

SECTION 01210
ALLOWANCES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements governing allowances.
- B. Types of allowances include the following:
 - 1. Lump-sum allowances.

1.2 SELECTION AND PURCHASE

- A. At the earliest practical date after award of the Contract, advise Owner of the date when final selection and purchase of each product or system described by an allowance must be completed to avoid delaying the Work.
- B. At Owner's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.
- C. Purchase products and systems selected by Owner from the designated supplier.

1.3 ACTION SUBMITTALS

- A. Submit proposals for purchase of products or systems included in allowance.

1.4 INFORMATIONAL SUBMITTALS

- A. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.
- B. Submit time sheets and other documentation to show labor time and cost for installation of allowance items that include installation as part of the allowance.
- C. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

1.5 COORDINATION

- A. Coordinate allowance items with other portions of the Work. Furnish templates as required to coordinate installation.

PART 2 - PRODUCTS

- 2.1 Boring of Deep Well for Irrigation: Well shall be a minimum of 400 feet deep, with 4" diameter casing.
- A. Provide and install submersible (deep well), stainless steel, three-wire 5 horsepower pump, rated for a minimum of 50 gallons per minute. Pump shall feed water to irrigation to be installed at Building 1000. Pump installation shall include all controls and pressure tank as required by manufacturer.
 - B. Provide and install precast concrete below-grade vault with locking steel cover. Cover to be flush with adjacent grade. Vault shall be sized to contain well head, pump controls, and irrigation controls for Building 1000. Vault equal to Oldcastle Precast Electrical Vaults.
 - C. Provide and install electrical connections for pump controls and irrigation controls per drawings.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

3.2 PREPARATION

- A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work. Exact site location shall be approved by Owner prior to commencement of work.

3.3 SCHEDULE OF ALLOWANCES

- A. Allowance No. 1: Lump-Sum Allowance: Include the sum of \$35,000.00 for installation of Deep Well for irrigation and power connections at Building 1000 at location shown on plans.
 - 1. This allowance includes material cost receiving, handling, and installation and Contractor overhead and profit.

END OF SECTION 01210

SECTION 01730
OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work included: To aid the continued instruction of operating and maintenance personnel, and to provide a positive source of information regarding the products incorporated into the Work, furnish and deliver the data described in this Section and in pertinent other sections of these Specifications.
- B. Related Work:
 - 1. Documents affecting work of this section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.

1.2 QUALITY ASSURANCE

- A. In preparing data required by this Section, use only personnel who are thoroughly trained and experienced in operation and maintenance of the described items, completely familiar with the requirements of this Section, and skilled in technical writing to the extent needed for communicating the essential data.

1.3 SUBMITTALS

- B. Unless otherwise directed in other Sections, or in writing by the Owner, submit all operations and maintenance Manual Data to the Owner, in duplicate, two (2) copies. Contractor shall be responsible for the education of Owner's personnel in operation and maintenance procedures for systems installed.
- C. Submittals of approved copies of operation and maintenance data will be a prerequisite for approval of final payment applications.

PART 2 - PRODUCTS

2.1 INSTRUCTION MANUALS

- A. Where instruction Manuals are required to be submitted under other Sections of these Specifications, prepare in accordance with the provision of this Section.
- B. Format:
 - 1. Size: 8-1/2" x 11"
 - 2. Paper: White bond, at least 20 lb. weight
 - 3. Text: Neatly written or printed
 - 4. Drawings: 11" in height, preferable; bind in with text; foldout acceptable; larger drawings acceptable but fold to fit within the Manual and provide a drawing pocket inside rear cover or bind in with text.
 - 5. Flysheets: Separate each portion of the Manual with neatly prepared flysheets briefly describing contents of the ensuing portion; flysheets may be in color.
 - 6. Binding: Use heavy-duty plastic or fiber
 - 7. Measurements: Provide all measurements in U.S. standard units such as feet and-inches, lbs, and cfm; where items may be expected to be measured within ten years in accordance with metric formula, provide additional measurements in the "International System of Units" (SI).
- C. Provide front and back cover for each Manual, using durable material, and clearly identified on or through the cover with at least the following information:

OPERATING AND MAINTENANCE INSTRUCTIONS

- () name and address of Work
- () name of Contractor
- () general subject of this manual
- () approval signature of Contractor
- () approval date

- D. Contents: Include at least the following:

1. Neatly typewritten index near the front of the Manual, giving immediate information as to location within the Manual of all emergency information regarding the installation.
2. Complete instructions regarding the installation and maintenance of all equipment involved including lubrication, disassembly, and reassembly.
3. Complete nomenclature of all parts of all equipment.
4. Complete nomenclature and part number of all other data pertinent to procurement procedures.
5. Copy of all guarantees and warranties issued.
6. Manufacturer's bulletins, cuts, and descriptive data, where pertinent, clearly indicating the precise items included in this installation and deleting, or otherwise clearly indicating, all manufacturer's data.
7. Such other data as required in pertinent Sections of these Specifications.

PART 3 - EXECUTION

3.1 INSTRUCTION MANUALS

- A. Complete the Manuals in strict accordance with the approved preliminary drafts and the Contractor's and Owner's review comments.
- B. Any and all other items required by the specific specifications relating to the maintenance and operations of the various components of the work or any and all certificates and testing reports required by the specific specifications shall be incorporated into the maintenance manuals.

3.2 MAINTENANCE TRAINING

- A. Contractor shall instruct the Owner in the proper care, maintenance and operation of all systems installed under his Contract. Provide a written letter stating that the Owner or his personnel have been instructed and list the following:
 1. Date, time and place of instruction
 2. Parties present
 3. Systems and items instructions were given on

- - END OF SECTION 01730- -

SECTION 01740
GUARANTEES, AND WARRANTIES

PART 1 - GENERAL

1.1 WORK INCLUDES

- A. Compile specified guarantees, warranties and bonds.
- B. Compile specified service and maintenance contracts.
- C. Co-execute submittals when so specified.
- D. Review submittals to verify compliance with Contract Documents.
- E. Submit to Owner for review and approval.
- F. Related Requirements Specified in Other Sections:
 - 1. Contract Closeout: Division I - Section 01750, Punch lists and Deficiency Lists.
 - 2. Operation & Maintenance Data: Section 01730
 - 3. Provision of Warranties, Duration: The respective section of specifications which specifies the product.

1.2 REQUIREMENTS PERTAINING TO EXECUTION OF GUARANTEES, WARRANTIES, AND BONDS

- A. All work under this Contract shall be guaranteed by the Contractor against defects in material or workmanship for a period of one year from the Date of Substantial Completion, as established in writing by the Owner, unless a longer period is specified for a particular item of work in the specifications. In which case, the longer period shall be the Guarantee Period.
- B. Prior to the end of the Guarantee Period, the Owner shall inspect the Work, and shall advise the Contractor of any known defects. The Owner shall notify the Contractor, in writing, of any defects found.
- C. The Contractor agrees to repair or replace all defects in material or workmanship within thirty (30) days of the date of the written notice from the Owner.
- D. The Contractor shall furnish the Owner with three (3) copies of a written guarantee delivered with the close-out documents, on the Contractor's standard form in which Contractor agrees to repair or replace plantings and accessories that fail in materials, workmanship, or growth within the specified warranty period, with original signatures on each copy.
 - 1. Failures include, but are not limited to, the following:
 - a. Death and unsatisfactory growth, except for defects resulting from lack of adequate maintenance, neglect, abuse by Owner, or incidents that are beyond Contractor's control.
 - b. Structural failures including plantings falling or blowing over.
 - c. Faulty operation of tree stabilization or edgings.
 - d. Deterioration of metals, metal finishes, and other materials beyond normal weathering.
 - 2. Warranty Periods from Date of Substantial Completion:
 - a. Trees and Shrubs: One Year
 - b. Ground cover and plants: Six months
 - c. Irrigation system and components: One Year
 - 3. Include the following remedial actions as a minimum:
 - a. Remove dead exterior plants immediately. Replace immediately unless required to plant in the succeeding planting season.
 - b. Replace exterior plants that are more than 25 percent dead or in an unhealthy condition at end of warranty period.
 - c. A limit of one replacement of each exterior plant will be required except for losses or replacements due to failure to comply with requirements.
 - d. Provide extended warranty for replaced plant materials; warranty period equal to original warranty period.

1.3 SUBMITTAL REQUIREMENTS

- A. Assemble warranties, bond and service and maintenance contracts, executed by each of respective manufacturers, suppliers, and subcontractors.

- B. Number of original signed copies required: Two Each.
 - C. Table of Contents: Neatly typed, in orderly sequence. Provide complete information for each item.
 - 1. Product or work item.
 - 2. Firm, with name of principal, address and telephone number.
 - 3. Scope.
 - 4. Date of beginning of warranty, bond or service and maintenance contract.
 - 5. Duration of warranty, bond or service and maintenance contract.
 - 6. Provide information for Owner's personnel:
 - a. Proper procedure in case of failure.
 - b. Instances which might affect validity of warranty.
 - 7. Contractor, name or responsible principal, address and telephone number.
- 1.4 FORM OF SUBMITTAL
- A. Prepare in duplicate packets.
 - B. Format:
 - 1. Size 8-1/2 in. x 11 in., punch sheets for 3-ring binder.
 - a. Fold larger sheets to fit into binders.
 - 2. Cover: Identify each packet with typed or printed title "GUARANTEES and WARRANTIES ". List:
 - a. Title of Project
 - b. Name of Contractor
 - C. Binders: Commercial quality three-ring, with durable and cleanable plastic covers.
- 1.5 TIME OF SUBMITTALS
- A. For equipment or component parts of equipment put into service during progress of construction:
 - 1. Submit documents within 10 days after inspection and acceptance.
 - 2. Note: Warranty periods for equipment started during construction will not start until substantial completion for the project.
 - B. Otherwise make submittals within ten days after Date of Substantial Completion, prior to final request for payment.
 - C. For items of work, where acceptance is delayed materially beyond Date of Substantial Completion, provide updated submittal within ten days after acceptance, listing date of acceptance as start of warranty period.
- 1.6 SUBMITTALS REQUIRED
- A. Submit warranties, bonds, service and maintenance contracts as specified in respective sections of Specifications.

- - END OF SECTION 01740 - -

SECTION 01750
CONTRACT CLOSE-OUT

PART 1 - GENERAL

1.1 DEFICIENCY LISTS

- A. During the construction of the work, the Contractor and Owner shall inspect the work for conformance to the Contract Documents.
- B. Should an inspection reveal work that is not in conformance with the Contract Documents, and if the nature of the non-conformance warrants, at the sole discretion of the Contractor or Owner, a written list of deficiencies will be issued.
- C. The "deficiency list" as hereinafter called, shall stipulate the item or items of work that are in non-conformance and shall specify a reasonable time for the deficient work to be brought into conformance with the Contract Documents.
- D. Upon receipt of the deficiency list the Contractor shall by any and all means at his disposal, endeavor to correct the work within the time stipulated. The various Contractor shall notify the Owner in writing when the work has been corrected and request inspection.
- E. If the inspection reveals the deficiency to be corrected, then the deficiency list shall be rescinded.
- F. During the period that the deficiency list is in effect, the Owner may, at his option, not authorize the payment of progress billings until the deficiency list is rescinded or, in the opinion of the Owner, the Contractor is making a good faith effort to correct the deficiency. The ultimate responsibility for the correction of all construction deficiencies lies with the Contractor.

1.2 PUNCH LISTS/FINAL INSPECTION

- A. When the Contractor determines that his work or portions of his work are sufficiently near completion to warrant a preliminary inspection, he shall request in writing to the Owner a preliminary inspection.
- B. At a mutually agreeable time the Contractor and Owner shall conduct a preliminary inspection of the work for completeness and conformance.
- C. The Contractor shall adhere to the specified contract time period and accept the responsibility for the completion or correction of all items on the inspection punch lists is completed, prior to the final review of the work by the Owner.
- D. Only after the Contractor has deemed all work complete, he shall notify the Owner, at which time he shall conduct a final punch list inspection. The final inspection shall include the Owner, Contractor and Sub-Contractor (if any involved in the work).
- E. Should the Owner find any item of work to be unacceptable he shall prepare a punch list of those items. The General Contractor shall then complete all items on the list within a maximum of ten (10) days of the final inspection date of the punch list or in no case, shall the time for correction of the work exceed the designated contract completion date for the project.
- F. At the conclusion of the final inspection and if the completeness of the work allows, the Owner shall issue a Certificate of Substantial Completion providing and only if it adheres to the written contractual terms as established for the definition of "Substantial Completion". Should the amount of incomplete work be such that a Certificate of Substantial Completion cannot be issued, another follow-up final inspection shall be scheduled.
- G. Upon completion of the follow-up final punch list and provided a Certificate of Substantial Completion has been issued, a final inspection shall be held with Owner and Contractor. Provided the inspection reveals work to be complete, the Owner shall establish the date of final completion.

1.3 PROJECT CLOSE-OUT

A. Final Close-Out and Payment

1. The Contractor may make Application for Final Payment only after the Certificate of Substantial Completion has been issued. The following items must be submitted to the Architect prior to processing of the Final Application for Payment:
 - a. Letter on company letterhead stating all temporary facilities, services, debris and surplus materials have been removed;
 - b. Final "Project Record Documents" and criteria as specified in Sections 01720;
 - c. Operations & Maintenance Manuals as specified in Section 01730, Operation & Maintenance Data;
 - d. Guarantee and Warranties as required by the specifications;
 - e. Spare parts and replacement items as required by the Specifications;
 - f. Demonstration and testing of equipment has been scheduled or is completed.
2. **No final payment application will be processed for payment until final inspection and final acceptance of all work!**

- B. The following amounts will be held from the Contract amount until all paperwork is complete. This amount does not include any amount held for change orders, pending back charges, project deficiencies, or punch list items.

1. Retainage shall be 3.5% of the Completed Work until final closeout.

1.4 RESPONSIBILITY

- A. It shall be the Contractor's responsibility to see that all requirements of this Section of the Specifications are executed and complete in a timely manner.
- B. No Provisions of this Section of the Specifications shall in any way relieve the Contractor of completing his work on time and in accordance with the Project Schedule.

- - END OF SECTION 01750 - -

SECTION 02811
LANDSCAPE IRRIGATION

PART 1 - GENERAL

1.1 RELATED WORK SPECIFIED ELSEWHERE

- A. General Conditions, Special Conditions and section "Scope of Work" are a part of and govern work under this section.
- B. New lawns, see Section 02930, Finish Grading and Grassing.
- C. Trees, shrubs, ground covers, vines, and herbaceous plants, see Section 02900, Tree and Shrub Planting.
- D. Final completion and acceptance, see Section 01750, Contract Closeout.

1.2 SCOPE

- A. Underground irrigation system with piping, valves, heads, ties to existing campus landscaping water source, control equipment, and other items as indicated on the drawings and as described herein.
- B. The scope of this work is for all landscaped areas outside the building perimeters. With coordination, tie into existing campus irrigation systems in place or being installed by others at Buildings 100 and 200. Water source is an existing deep well. Coordination shall be through Kevin Brown, Supt. of Building and Grounds (kevin.brown@hgtc.com). A new deep well for the irrigation system at Building 1000 is part of this contract.

1.3 REFERENCES

- A. ANSI/ASTM D2564 - Solvent Cement for Polyvinylchloride (PVC) Plastic Pipe and Fittings.
- B. ASTM D2241 - Polyvinylchloride (PVC) Plastic Pipe (SDR-PR).
- C. NEMA 250 - Enclosures for Electrical Equipment (1,000 volts maximum).

1.4 JOB CONDITIONS

- A. Coordinate work schedule with Owner, and cooperate to insure optimum construction progress for overall project.
- B. During work, keep work area in a clean and orderly condition. Remove all debris resulting from irrigation work from site.
- C. Protect work and materials from damage due to construction operations, operation by other contractors, trades or trespassers. Where necessary, protection shall be provided by staking and tying off with surveying ribbon. Remove protection when it is no longer needed.
- D. Proceed with and complete work as rapidly as portions of site become available.
- E. Determine and field verify accurate location of underground utilities and perform work in a manner which will avoid possible damage. Hand excavate, as required. Maintain grade stakes set by others.
- F. Provide and maintain barricades, ribbons, flags, and other safety and warning equipment at open trenches and other places as needed to protect site users from injury.
- G. All plot dimensions on the noted irrigation design should be considered approximate. Prior to proceeding with the work, the contractor shall carefully check and verify these dimensions and shall report all variations from those indicated in the irrigation plan to the Landscape Architect.
- H. All alignment of the irrigation piping should be considered to be approximate and may need to be changed at the time of construction in order to avoid trees, shrubs, planting or other obstacles. Any changes will not result in additional cost to the Owner.
- I. The coordination and installation of the required water meter is the Contractor's responsibility. The Contractor shall verify all conditions with regard to the existing irrigation systems and water service availability and required meter controls and connections. Coordinate required installment components and tie-ins with Horry Georgetown Technical College personnel.

1.5 QUALITY ASSURANCE

- A. Work shall be done by a single firm specializing in irrigation construction and installation and be a part of the landscape contractor's contract.
- B. At least one person shall be present at all times during execution of this portion of the work, who shall be thoroughly familiar with the type of materials being installed and the proper materials and methods for their installation, and who shall direct all work performed under this section.

1.6 SUBMITTALS

- A. Provide as-built layouts for the installed irrigation system designating all sprinkler locations, controller locations, irrigation meter, piping locations, and other items of importance for a complete irrigation design. Isolated valve locations shall be shown with actual measurements to reference points so they may be located easily in the field. Submit five (5) sets of the completed installation drawings for the Owner's records.
- B. Provide instruction sheets and parts lists covering operating equipment which shall be bound into a folder. Provide seasonal watering guidelines for the maintenance contractor and Owner's use. The contractor shall apply for any product warranties in the Owner's name and turn the paperwork over to the Owner.
- C. Provide a certificate of warranty registration for a one-year period from date of final acceptance of the system. Final payment for the system shall not be made unless this certification is presented.
- D. Provide 2 valve operating keys for each type used, (2 valve box keys), 2 keys to control unit(s), and 2 sets of wrenches and/or special tools needed to assemble/disassemble irrigation heads.
- E. Provide water sample report performed by independent commercial analytical laboratory. Report shall include the following analyses: Total dissolved solids, SAR (Sodium Absorption Ratio), EC (specific conductance), chloride and sodium chloride levels, iron level, calcium level, magnesium level, nitrate (NO_3) level, boron level, and presence of herbicides and pesticides.

1.7 DELIVERY, STORAGE AND HANDLING

- A. The contractor shall be responsible for correct procedures in handling and storage of all materials to be used in the system. The contractor shall avoid handling which could affect the useful life of equipment.

1.8 STANDARDS

- A. Provide approved connections to the building electrical system as is required for the proper operation of the automatic control system. All electrical work shall be installed in conformance with national, state and local electrical building codes.
- B. Provide approved connections to the campus water source, as is required for safe and proper operation of system.
- C. Control circuitry, passing through the wall of the building or beneath a road or drive, shall be installed and sealed in a specified sleeve; whereas in other locations they shall be installed in the pipe trench and protected by the pipe whenever possible.
- D. The joining of all underground wires shall be by the use of wire nuts and made waterproof in accordance with instructions provided by manufacturer.
- E. Provide for surge protection at each control location capable of discharging a lighting stroke containing several thousand volts, and 10,000 to 100,000 amperes.
- F. The entire installation shall fully comply with local, state, and national regulations and ordinances, and with established codes applicable thereto. It is the contractor's responsibility to establish compliance.
- G. Materials used in the system shall be new and without flaws or defects of any type and shall be the best of their class and kind.
- H. Materials and equipment shall be installed in a neat and workmanlike manner following the recommendations of the manufacturers of the material.

1.9 ADJUSTMENTS TO DESIGN

- A. No adjustments to design is permitted without written approval by Landscape Architect. Field installations, which are not in conformance to plan, will not be accepted unless prior written approval from Landscape Architect has been obtained.

1.10 PROJECT WARRANTY

- A. The work included under this contract shall be warranted by the Contractor against defects and malfunctions due to faulty workmanship and defective material for a period of one year from the date of final acceptance by the Owner. Upon being informed by the Owner of defects or malfunctions, the contractor shall effect necessary repairs or replacements in a reasonably expedient manner at no additional cost to the Owner.
- B. Emergency repairs, when necessary, may be made by the Owner without relieving the Contractor of his warranty obligation. The Owner shall contact the contractor when this occurs.
- C. The contractor shall be obligated to repair any settling of backfilled trenches which may occur during the warranty period. The contractor is also obligated to restore any damaged plantings, paving and improvements within the year period due to his work.

PART 2 - PRODUCTS

2.1 GENERAL

- A. All products shall be compatible with existing campus irrigation systems, including control devices. Irrigation shall be by Toro (no substitutions). New controller to be installed at Building 1000 shall be Toro TDC, 100 stations, 2-wire, 115v. Irrigation at Buildings 100 and 200 shall be wired to existing controller at Building 600.

2.2 POLYVINYLCHLORIDE (PVC) PIPE AND FITTINGS

- A. Continuously mark PVC pipe with identification of the manufacturer, type, class and size.
- B. All fittings to be used on specified PVC pipe shall be of type required and Schedule 40 PVC, Type 1.
- C. Solvent for use on PVC pipe and fittings shall be of Type 1, Grade 1, PVC 1120. Conform to ASTM D2564.
- D. All PVC pipe shall be belled-spigot type, unplasticized PVC, Class 160. Conform to ASTM D2411.
- E. Fittings for belled-spigot type pipe shall be of the same manufacture as the pipe and shall be either unplasticized PVC or asbestos-cement with brass inserts for tapped outlets. (Tapped coupling.)

2.3 POLYETHYLENE IRRIGATION TUBING

- A. Flexible polyethylene irrigation tubing shall be Toro, or equivalent approved by the Landscape Architect.
- B. Fittings for polyethylene irrigation tubing shall be rigid polyethylene barbed fittings manufactured specifically for use with polyethylene tubing. Provide fittings threaded on one end for connection to PVC pipe fittings or sprinkler heads as needed.

2.4 MANUAL GATE AND ISOLATION VALVES

- A. Where not otherwise indicated on drawing, gate valves shall be iron body bronze mounted, double disc valves with non-rising stems. Valves shall be furnished with mechanical joint ends in accordance with USA Standard A21.11 unless otherwise shown or directed. Valves shall be suitable for installation in approximately vertical position in buried pipe lines. Stem seal shall consist of O-ring seals. All valves shall open to the left (counterclockwise), and shall be provided with a two inch square operating nut.
- B. Valves shall be Class C for working pressures up to 200 psi and shall be equal to latest

specifications of AWWA in all respects.

2.5 VALVE BOXES

- A. Provide valve boxes for all valves used. Valve boxes shall be sized to appropriately fit valves and provide underground sectionalizing.
- B. Color and type shall be matched throughout entire project.

2.6 CONTROL VALVES

- A. Control valves shall be Toro DC Latching valves with DC solenoids (Series 250), sized so as not to exceed 4.5 PSI loss through valve.

2.7 SPRINKLER HEADS

- A. Sprinkler heads shall be Toro K-Rain Superpro Rotor heads in large turf areas, and Toro Mist Heads, 570 Series for shrubs and small turf areas.

2.8 COMMUNICATION CIRCUITRY

- A. Electric control lines from each controller to the automatic valves shall be direct burial UF wire of a different color than the black and white wires used on the 115 volt A.C. power.
- B. All wires shall be furnished in minimum 2,500' reels and spliced only at valve or tee locations.
- C. Size of wire shall be the same throughout the entire job. Do not use multi strand wire. Size of wire shall be sufficient to deliver required current, considering length of wire and power required to operate valve, but never smaller than 14 gauge.

2.9 CONTROL EQUIPMENT

- A. Automatic controllers shall be Toro TDC controller. Existing irrigation clock is Toro TDC-100-200 115V, 2-wire DC system. Clock is located adjacent to Building 600 (see overall campus site plan).

2.10 ELECTRICAL EQUIPMENT

- A. All electrical equipment and materials shall conform to electric codes and requirements of all authorities having jurisdiction.
- B. Enclosures for electric equipment (less than 1,000 volts) shall conform to NEMA 250.

PART 3 - EXECUTION

3.1 EXCAVATION

- A. Excavation shall be unclassified and shall include materials encountered except materials which cannot be excavated by normal mechanical excavation means. Such exceptions shall be brought to the attention of the Landscape Architect and an adjustment in price shall be agreed upon before excavation of these areas proceeds. Such price adjustments and agreement shall include responsibility for disposal of the unsuitable materials removed from the trench and the acquiring of additional backfill material.
- B. Machine trenching shall not be allowed within the "drip line" of trees of twenty (20) inch caliper or larger, and closer than 8' from trunk of any other tree to remain. If trenches must be dug within these areas, it shall be accomplished by hand. No roots three (3) inches or larger shall be cut (make clean, vertical cuts), trenches shall not be left open for more than eight (8) hours. These trenches shall be wet down before backfilling.
- C. The minimum depth of cover over irrigation main piping shall be 24". The minimum depth of cover over zone piping shall be 12".
- D. On sodded areas, sod shall be removed and preserved and replaced once backfilling is accomplished.
- E. Backfill material shall be free from rocks and other unsuitable substances which could damage the pipe or create unusual settling problems. Backfilling will be done in 6" layers and tamped after each layer is put in to prevent excessive settling.
- F. The contractor shall exercise reasonable care to avoid causing damage to any and all underground utilities and structures. The Owner shall advise the contractor of any

underground utilities or structures of which he is aware. Utility locating services shall be called upon by the contractor to pinpoint location of underground utilities on the site of the project.

3.2 INSTALLATION OF SYSTEM MAIN

- A. Installation of the system main shall be in accordance with the manufacturer's instructions for solvent welded PVC pipe and shall proceed from the point of connection of supply. Concrete thrust blocks shall be installed at directional change in the pipeline in accordance with pipe manufacturer's instructions.
- B. The main shall be flushed and pressure tested for 24 hours prior to making any lateral connections.

3.3 INSTALLATION OF LATERAL LINES

- A. Lateral pipes and fittings shall be installed accordance with the manufacturer's recommendations for solvent welded PVC pipe.
- B. Lateral lines shall be thoroughly flushed prior to the installation of any automatic valves or sprinkler heads.

3.4 SPRINKLER HEADS

- A. The sprinkler head shall be installed so that the top is slightly above the finished grade level. If finished grade has not been established, the sprinkler will be extended a minimum of 4" above existing level and marked with a stake to prevent damage by equipment. Backfill around the joint and sprinkler shall be free of large rocks, roots, or foreign debris.
- B. Shrub riser shall be flat black in color. Color shall be uniform throughout entire project.
- C. Connect sprinkler heads to lateral pipes with swing joint, ½" flexible polyethylene "funny pipe", or direct PVC riser (where specific type of connection is not otherwise indicated or drawings or specified herein).

3.5 VALVES

- A. Valve installation shall be in conformance with recommendations of manufacturer.
- B. Valves shall be opened slowly when activated to reduce the possibility of water hammer.

3.6 CONTROL LINES

- A. Control lines shall be installed in a neat and orderly fashion and shall be installed in the main or lateral pipe trenching wherever possible.

3.7 CONTROL EQUIPMENT

- A. Automatic valves and controllers shall be installed following the recommendations of the manufacturer. The location of all controllers shall be approved by the Owner.

3.8 QUICK COUPLING VALVES

- A. All quick coupling valves shall be mounted on swing joints.

3.9 VALVE BOXES

- A. All valve boxes, drain boxes, and any other miscellaneous marker or access box shall be installed so the top of said structure is at finished grade. Valve boxes shall be centered over the valve operating nut and installed in a vertical position. Box shall be of the proper length to extend to the ground surface and allow the adjustable upper section to be positioned approximately midway between upper and lower limits. Backfill shall be carefully tamped around valve box and suitable support shall be provided under and around the upper section to prevent future settlement.
- B. Box color shall be dark green or black.

3.10 GROUNDING DEVICES

- A. Grounding shall conform to requirements of all authorities having jurisdiction.
- B. If controller is installed in an ungrounded exterior location, connect grounding wire to grounding grid consisting of three (3) 5/8" diameter, copper clad rods 8' long driven flush with ground, placed in a triangular pattern 8'-0" apart. Connect each rod with a #10 bare wire. Where local conditions such as shallow bedrock prohibit this method of grounding, provide ground in accordance with local codes. Whichever, grounding method used, test ground to insure resistance of 25 ohms or less.
- C. If the controller is installed in an interior application the building ground shall be utilized.

3.11 BACKFLOW PREVENTION UNIT

- A. Install backflow prevention device(s) should such be required for given work scope in accordance with requirements of authorities having jurisdiction.

- - END OF SECTION 02811 - -

SECTION 02900
TREE AND SHRUB PLANTING

PART 1 - GENERAL

1.1 RELATED WORK SPECIFIED ELSEWHERE

- A. General Conditions, Special Conditions and section "Scope of Work" are a part of and govern work under this section.
- B. The scope of this work is for all landscaped areas as shown on the Drawings.
- C. Finish Grading and Grass Sodding: As required by the Site Plan, see Section 02930.

1.2 STANDARDS

- A. Work performed under this section shall conform to "American Standard for Nursery Stock," latest edition by the American Association of Nursery Men, Inc., (AAN). Suppliers of plant material for this project shall be included in the "List of Certified Nurseries & Nursery Dealers" - General Bulletin No. 704 - latest edition. Appropriate tools and machinery shall be used in the performance of tree and shrub planting work as defined herein under "Planting Operation."

1.3 SITE CONDITIONS

- A. Utilities: In the event that subsurface improvements or existing utility lines are encountered in the excavation of plant areas, the contractor shall immediately notify the Landscape Architect. Restore to its previous condition any such work damaged by these operations.
- B. Finished Grade: All planting areas will have finished grade established prior to the commencement of the planting work. Repair and replace in its original condition any grass seeded areas destroyed or damaged by these planting operations.

PART 2 - PRODUCTS

2.1 MATERIALS AND EQUIPMENT

- A. Appropriate equipment shall be utilized in the planting of all plant material. Trees having a caliper of 3-1/2" - 4" or greater or a root ball weighing 500 pounds or more shall be handled with "A" frames, cranes and slings or mechanical tree spades.
- B. Plant list and schedule is shown on site drawings.
- C. Mulch Material: Use triple shredded, triple hammered hardwood mulch.
- D. Peat: Use standard native dark brown pulverized material of reed or sedge origin having a minimum analysis of 90% organic matter (dry matter basis) and containing not more than 60% moisture. Sphagnum type of peat will not be acceptable.
- E. Bone Meal: Use commercial raw bone meal having a minimum analysis of 4% nitrogen, 20% phosphoric acid.
- F. Staking Wire: For staking trees use 12 gauge galvanized annealed wire.
- G. Guying Hose: For staking of trees use 1/2" inside diameter fabric-bearing garden or steam hose.
- H. Wrapping: For wrapping tree trunks use burlap, 8 ounces in weight and 6" in width, or Sisalkraft paper, 6" in width, or equal as approved by the Landscape Architect.
- I. Stakes: Use locust, white cedar with bark attached, or equal as approved by the Landscape Architect, sound hardwood of uniform size, straight and not less than 1-3/4" or more than 2-1/4" in diameter. Stakes shall be 8'-0" long for major trees and 4'-0" long for minor trees.
- J. Anti-Transpirant Spray: Use "Dowax" manufactured by the Dow Chemical Company, New York, New York; "Protex" manufactured by the Protex Industries, Inc., New York, New York; "Wiltproof" as manufactured by the B. F. Goodrich Chemical Company, Cleveland, Ohio, or equal as approved by the Landscape Architect.

2.2 PLANT STANDARD OF QUALITY

- A. General: All plant material furnished under this contract shall be grown in nurseries certified

or approved by the State of South Carolina Department of Agriculture. No inspection of plant material by the Landscape Architect as herein specified shall be taken to change or modify these requirements in any way.

- B. Nomenclature: The names of all plants furnished by the contractor shall conform to the names used in the "Planting Schedule" of "Standard Plant Names" by the American Joint Committee on "Horticultural Nomenclature", latest edition, except where the custom of the nursery trade is followed.
- C. Certification of Inspection: All shipments, order or invoice of plants shall be declared and certified free of diseases and insects of any kind by the authorized Federal or State agency, and all necessary inspection certificates to such effect must accompany each shipment order or invoice as required by law. Comply with all State and Federal laws relative to the shipping of plants.
- D. Quality and Form: All deciduous trees shall be normal growth, uniform height according to species with straight trunks and well-developed leaders, roots and tops. All trees and shrubs shall be free from knots, sun-scald, burns, frost cracks, broken roots or branches. All plants shall be nursery-grown and shall show evidence of proper and acceptable top and root pruning.
- E. Heeled-in stock or stock from cold storage will not be accepted. Plants shall not be dug and shipped during weather which will be harmful to them. Plants with improperly developed tops or roots or plants which do not conform to the specifications will be rejected.
- F. Pruning: Do not prune prior to delivery. Large plants cut back to sizes specified will not be accepted.
- G. Inspection: Root system will be inspected upon delivery of the plants to the site. Plants well-grown with a single stem, well-shaped and bushy with a sufficient number of well-shaped and spaced side shoots or branches to give it weight equal to one grown with the number of canes specified in the Plant Schedule shall be an acceptable plant.
- H. Size of Plants: Sizes specified in the Planting Schedule shall apply, the size stated in each case being interpreted to mean the dimensions of the plant as it stands in its natural position in the nursery. The caliper of tree trunks shall be taken with standard tree caliper 6" above the ground. Height of branching shall be the height given in the Plant Schedule. Shrubs shall be a fair average of the minimum and maximum sizes specified.
- I. Labeling: Attach legible labels to all plants, specimens, bundles, boxes, bales or other containers indicating the botanical genus, species name and size of each specimen.
- J. Rejection: The Landscape Architect shall have the right to reject any or all shipments or individual plants which do not comply with the provisions of this specification, and the contractor shall replace or substitute with approved plants those which do not meet the requirements of this specification.
- K. Digging and Handling: Handle plants, trees, etc., so that the roots are protected and moist at all times. Give adequate protection and watering to all plants moved without balls to prevent drying. If delivery is made in open vehicles, the entire load shall be suitably covered. Covering shall not be so tight as to cause heating.
- L. All Customary Precautions: All plant materials shall be dug immediately before moving and shall retain as many fibrous roots as possible. Balled and burlapped plants shall have a solid ball of earth of the size specified and shall be securely tied with stout rope. Loose, broken or manufactured balls of earth will be rejected. Bare-rooted plants shall be heeled in moist earth at the project unless planted immediately. Soil used for heeling-in shall be moist of friable texture, free from sticks, clay, rubbish and debris. No air pockets will be left. No plants shall be heeled-in over the Summer season.
- M. Anti-Transpirant: Immediately prior to digging in the nursery, spray all plant material with one application of the anti-transpirant spray specified.
- N. Balled and Burlapped Plants: If not planted immediately on delivery, set on the ground with the balls well covered with soil or other acceptable material and kept adequately watered.

PART 3 - EXECUTION

3.1 PLANTING OPERATION

- A. Planting Pits: State out planting pits and beds prior to planting as shown on the planting plan. Location of stakes must be approved by the Landscape Architect before planting operations begin
- B. Type of Pits: Make pits circular in outline. All excavations shall have vertical sides. The depths specified for excavation of planting pits or areas shall be depths below finished grade as shown or accepted by the Landscape Architect.
- C. Setting Depth: All trees, shrubs and vines must be set to the ultimate or finished grades shown on the drawings, and no filling around trunks or stems will be permitted. All ropes, stakes and other items used in baling and burlapping shall be removed from the ball or root system before filling in and removed from the site by the contractor. Burlap shall be folded back even with top of root ball. Cut and remove by trimming neatly all broken and damaged roots and branches.
- D. Roots of Bare-Rooted Plants: Arrange in their natural spread position. Work in among the roots. No soil in a frozen or muddy condition shall be used for backfilling.
- E. All plant areas shall be cultivated, neatly edged and aligned before mulching.

3.2 TREE PLANTING

- A. Pits: All trees shall be planted in pits 1'-0" greater in diameter than ball or roots. Pits shall be deep enough to accommodate the ball plus 6" of topsoil. When the tree has been properly set and inspected by the Landscape Architect, backfill with topsoil or special soil mix in 6" or 8" layers, thoroughly compacting and watering, but not puddled unless in sandy soil during and after backfilling.
- B. Bone Meal: During backfilling, intermingle with the soil in each tree pit, 1 pound of commercial raw bone meal for each inch of trunk diameter. Do not use bone meal on any coniferous tree or acid-loving plant (see starred plants).
- C. Topsoil: Use enough topsoil to bring the surface, when settled, to the required grade. A mound of soil shall be formed around the edge of each tree pit in order to form a shallow saucer. No air pockets shall be left about the roots.

3.3 STAKING - MAJOR AND MINOR TREES

- A. Methods: Trees shall be supported in an upright position by stakes, two to each tree. Equally space stakes about the tree, and in the case of balled and burlapped trees, outside the perimeter of the ball. Stakes shall be driven vertically into the ground and shall not be twisted or pulled in such a manner as to cause injury to the ball or roots. The tree shall be guyed to each stake near the top with two strands of 12 gauge wire. Guys shall be encased in a fabric-bearing rubber hose, as necessary to prevent contact with the bark and shall be twisted taut and be securely fastened to the stakes. Rubber hose and wire shall not be placed in such a manner as to pull apart a crotch of the tree.

3.4 SHRUB PLANTING

- A. Methods: Individual plants on the plan shall be planted in individual pits at least 1'-0" greater in diameter than the ball. Pits shall be excavated for each plant removing all excavated soil and refilling the pocket with topsoil or special soil mix of the specified quality. Shrubs delivered with bare roots shall be similarly planted in pits at least 1'-0" greater in diameter than the spread of the roots. The depth of the pits shall be at least 1'-0" or the depth of the ball or roots plus 6" of topsoil. Backfill as for trees.
- B. Bone Meal: Incorporate bone meal as described for trees at the rate of 2 pounds for each minor tree and 1 pound for each shrub. Do not use bone meal on any coniferous shrub or acid-loving plant. Provide mounded saucer as for trees.
- C. Shrubs Planted in Masses: Excavate the whole area of such bed to a depth of 1'-3". Topsoil shall be replaced in the bottom 6" of the bed and compacted. Planting shall proceed as hereinbefore specified.

3.5 HEDGE PLANTS

- A. Hedge Plants Planted in Trenches: Excavate to a depth of at least 1'-3" or as much deeper as is necessary to accommodate the roots of the plants. The width of the trenches shall be at least 8" greater than the diameter of the roots.
- B. Spacing: Hedge plants shall be evenly spaced in the row, at the distances specified on the drawings, placed in the center of the trench. Backfill and provide saucer as for shrubs.
- C. Bone Meal: Add bone meal as for shrubs at the rate of ½ pound for each plant. Do not use bone meal on any coniferous shrubs or any ericaceous plants.

3.6 PRUNING

- A. Extent: Prune all deciduous plant materials to preserve their natural character. Remove all dead or broken limbs or branches and at least one-third of the top removed by thinning and shortening branches, but in such a manner as to preserve its natural shape. No leader shall be cut.

3.7 MULCHING

- A. Extent: After the work of planting has been completed and approved, a layer of approved mulch 2 inches in thickness shall be placed on the ground surface around all major and minor trees and all shrubs planted individually. Cover entire bed of massed shrubbery with mulch. No manure shall be used for mulching evergreens.

3.8 WRAPPING

- A. Extent: Wrap all trunks of major trees with burlap strips or sisal paper 6" wide in a spiral manner beginning at the bottom. Wrapping shall extend up to the first branches.
- B. Securely tie with binding twine, in individual knots not less than 12" apart, in a manner so as not to injure or break the bark.

3.9 SPRAYING

- A. Immediately after planting and staking, spray all plant material with a second coat of anti-transpirant applying an adequate film over trunks, branches and foliage.

3.10 CLEANUP

- A. After all pruning, mulching, spraying, wrapping and staking has been completed, clean up and remove all trimmed branches, excavated subsoil and construction debris and leave all work in a neat, satisfactory manner. All sod torn up or displaced by the planting operations shall be replaced and restored to the original condition with like kind of grass.
- B. Watering: All plants and root balls shall be well watered at time of planting and on a regular basis thereafter. Water saucer shall be visibly moist.

3.11 PROTECTION

- A. Planting: The contractor shall protect all plant materials against trespassing and from damage at all times. If any plants are killed by collision, buried under rubbish or defoliated by acids or paints or for any other reason, they shall be replaced by the contractor with material of like kind and size.
- B. No work shall be executed in or over prepared plant areas or adjacent to planting without proper safeguards and protection.

3.12 MAINTENANCE

- A. General: Maintenance, as specified, shall begin immediately after each plant has been planted and shall continue as hereunder set forth.
- B. Extent: Maintenance of all planting shall continue until final inspection and acceptance of the work. Maintenance of planting completed in the Fall shall not be required during the dormant season, except watering and tightening of guys, if required.
- C. Planting Maintenance: All planting shall be kept in a healthy growing condition by watering, weeding, cultivating, spraying, trimming, edging of plant beds, control of insects and tightening of guys.

3.13 REPLACEMENT

- A. Final Inspection: During the planting season next following the conclusion of the planting work, as specified herein, a final inspection will be made to determine the condition of plant materials and planted areas. All dead plants and those not in a satisfactory and healthy condition will be removed from the site by the contractor and replacement of such materials will be made with materials of like kind and size, and in the same manner specified for the original planting, at no cost to the Owner.

- - END OF SECTION 02900 - -

SECTION 02930
FINISH GRADING AND GRASSING

PART 1 - GENERAL

1.1 WORK INCLUDED

- A. This section covers the work necessary for the finish grading of the building perimeter to the outbound curb lines/sidewalks or areas to limits of construction where no curbing/sidewalks exist within areas of disturbed and/or noted for improvements. Finish grading shall include necessary fill, topsoil with complete grass establishment, including furnishing and delivery of material, seeding, and maintenance of grass.
- B. See Division 1, GENERAL REQUIREMENTS, which contain information and requirements that apply to the work specified herein and are mandatory for this project.

PART 2 - MATERIALS

2.1 PRODUCTS

- A. Topsoil: Use existing topsoil from stockpiles at the site, if available. Any required, additional topsoil shall be a sandy loam, friable and fertile in nature, with no greater than 25% clays and silts. It shall be free of clods, roots, gravel and inert material. It shall contain no noxious vegetation or regenerative material.
- B. Sod:
 - 1. Sod shall be Bermuda Grass (Cynodon dactylon 'Tifway II').

PART 3 - WORKMANSHIP

3.1 DELIVERY, HANDLING, STORAGE

- A. Sod, topsoil, fertilizer and other materials required for the completion of this work shall be transported to the site properly packaged and covered to prevent contamination from rain, dust or other objectionable matter. Materials shall be stored properly, so that sod is maintained in a moist condition, with such other measures as may be required to preserve and protect the quality of the materials.

3.2 CONSTRUCTION METHODS

- A. Topsoil and Finish Grading:
 - 1. Spread topsoil over the prepared rough grade using a rubber-tired tractor with grader blade or equivalent not weighing more than 32 tons. A minimum of 3" of topsoil is required.
 - 2. Thoroughly mix the applied topsoil to a depth of 6" by running a rototiller over the entire area in two directions at right angles.
 - 3. Rake the topsoiled area to a uniform grade so that all areas drain, as indicated on the grading plan.
 - 4. Lightly compact with a cultipacker before planting grass.
 - 5. Remove all trash and stones exceeding 2" in diameter from area to a depth of 2" prior to preparation and planting grass.
 - 6. Finish grading in all areas shall be sloped such that drainage is away from buildings.
- B. Fertilizing:
 - 1. Apply commercial fertilizer (10-10-10) at the rate of 10 pounds per 1,000 square feet, distributing uniformly with a mechanical spreader.
- C. Sodding:
 - 1. Before sod is laid, correct soft spots and inequalities in grade of prepared bed. Lay so that no voids occur and tamp or roll. Brush or rake screened topsoil with no lumps or stones larger than 3/4" over sodded area, water sod thoroughly. Complete sod surface true to finished grade, even and firm. Fasten sod on slopes steeper than 1:2, by wooden pins about 6" long driven through sod into soil until flush with top of sod at sufficient intervals to hold sod.

- E. Mulching:
 - 1. When mulching is called for, approximately 2", loose thickness, of the mulch material shall then be applied uniformly over the seeded area, and the mulch material cut into the soil with the equipment specified, so as to produce a loose mulched thickness of 3" - 4". Care shall be exercised that the materials are not cut too deeply into the soil. When green mulch is used the green mulch shall be incorporated into the soil not later than 2 days after being cut, and no artificial watering of the mulch shall be done before it is applied.
- F. Rolling:
 - 1. Immediately after completion of the sodding and mulching, the entire grassed or mulched area shall be rolled thoroughly with the equipment specified. At least 2 trips over the entire area will be required.
- G. Watering:
 - 1. All seeded, sprigged and sodded areas shall be watered so as to provide optimum growth conditions for the establishment of the grass. In no case, however, shall the period of maintaining such moisture be less than 2 weeks after the planting. The contractor shall not receive payment for grassing which is not adequately watered through termination and establishment.

3.3 MAINTENANCE

- A. Maintenance Period: Begin maintenance immediately after each portion of lawn is planted and continue until grass is established and shows growth. The contractor shall be required to produce a satisfactory stand of perennial grass whose root system shall be developed sufficiently to survive dry periods and winter weather and be capable of re-establishing in the spring.
- B. Maintenance Operations: Water to keep surface soil moist. Repair washed out areas by filling with topsoil, liming, fertilizing, and re-sodding. Replace mulch on banks when washed or blown away. Repair fence, mow to 2" after grass reaches 3" in height, and mow frequently enough to keep grass from exceeding 32". Weed by local spot application of selective herbicide only after first planting season when grass is established.

- - END OF SECTION 02930 - -