

HORRY COUNTY BUYOUT DEMOLITION

State Project #D30-N027-MJ
SCOR Project #BP-20-2600-01

Prepared for:

South Carolina Office of Resilience
632 Rosewood Drive
Columbia, SC 29201

Prepared by:

EL Robinson Engineering Company, Inc.
1301 Gervais Street, Suite 450
Columbia, South Carolina 29201
803.400.6031
www.elrobinson.com

January 24, 2024



HORRY COUNTY BUYOUT DEMOLITION

CONTRACT DOCUMENTS

Engineer:

EL Robinson Engineering Company, Inc.
1301 Gervais Street, Suite 450
Columbia, South Carolina 29201
803.400.6031
www.elrobinson.com



01.24.2023

Signature/Date

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PROJECT NUMBER: D30-N027-MJ

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SE-310 INVITATION FOR DESIGN-BID-BUILD CONSTRUCTION SERVICES

AGENCY/OWNER: South Carolina Office of Resilience

PROJECT NAME: Horry County Buyout Demolition

PROJECT NUMBER: D30-N027-MJ **CONSTRUCTION COST RANGE:** \$450,000 to \$550,000

PROJECT LOCATION: Horry County

DESCRIPTION OF PROJECT/SERVICES: Demolition of 33 homes in Horry County

BID/SUBMITTAL DUE DATE: _____ **TIME:** _____ **NUMBER OF COPIES:** 1

PROJECT DELIVERY METHOD: Design-Bid-Build

AGENCY PROJECT COORDINATOR: Nancy Miramonti

EMAIL: nancy.miramonti@scor.sc.gov **TELEPHONE:** 803-667-7360

DOCUMENTS MAY BE OBTAINED FROM: EL Robinson Engineering at the contact below.

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

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

DOCUMENT DEPOSIT AMOUNT: \$ 0 **IS DEPOSIT REFUNDABLE** Yes No N/A

Bidders must obtain Bidding Documents/Plans from the above listed source(s) to be listed as an official plan holder. Bidders that rely on copies obtained from any other source do so at their own risk. All written communications with official plan holders & bidders will be via email or website posting.

Agency **WILL NOT** accept Bids sent via email.

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

A/E NAME: E. L. Robinson **A/E CONTACT:** Mason Brandes

EMAIL: mbrandes@elrobinson.com **TELEPHONE:** 803-400-6038

PRE-BID CONFERENCE: Yes No **MANDATORY ATTENDANCE:** Yes No

PRE-BID DATE: _____ **TIME:** _____

PRE-BID PLACE: 5906 Rosewood Drive, Myrtle Beach SC 29588

BID OPENING PLACE: 632 Rosewood Drive, Columbia SC 29201

BID DELIVERY ADDRESSES:

HAND-DELIVERY:

Attn: Nancy Miramonti

632 Rosewood Drive, Columbia SC 29201

MAIL SERVICE:

Attn: Nancy Miramonti

632 Rosewood Drive, Columbia SC 29201

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

APPROVED BY: _____ **DATE:** _____

(OSE Project Manager)

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

Instructions to Bidders

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

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

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

Instructions to Bidders

for the following Project:

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

Horry County Buyout
D30-N027-MJ

Rosewood Est., Bridgecreek, & Lawson's Landing, Socastee, SC

THE OWNER:

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

Horry County
PO Box 1236
Conway, SC 29528

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

THE ARCHITECT:

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

EL Robinson Engineering
1301 Gervais Street, Suite 450
Columbia, SC 29201

This version of AIA Document A701-2018 is modified by the South Carolina Division of Procurement Services, Office of State Engineer. Publication of this version of AIA Document A701 does not imply the American Institute of Architects' endorsement of any modification by South Carolina Division of Procurement Services, Office of State Engineer. A comparative version of AIA Document A701-2018 showing additions and deletions by the South Carolina Division of Procurement Services, Office of State Engineer is available for review on South Carolina state Web site.

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

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ARTICLE 1 DEFINITIONS

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

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

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

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

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

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

§ 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from, or that does not change, the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

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

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

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

ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 By submitting a Bid, the Bidder represents that:

- .1 the Bidder has read and understands the Bidding Documents;
- .2 the Bidder understands how the Bidding Documents relate to other portions of the Project, if any, being bid concurrently or presently under construction;
- .3 the Bid complies with the Bidding Documents;
- .4 the Bidder has visited the site, become familiar with local conditions under which the Work is to be performed, has correlated the Bidder's observations with the requirements of the Proposed Contract Documents, and accepts full responsibility for any pre-bid existing conditions that would affect the Bid that could have been ascertained by a site visit. As provided in S.C. Code Ann. Reg. 19-445.2042(B), a bidder's failure to attend an advertised pre-bid conference will not excuse its responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the State;
- .5 the Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception;
- .6 the Bidder has read and understands the provisions for liquidated damages, if any, set forth in the form of Agreement between the Owner and Contractor; and
- .7 the Bidder understands that it may be required to accept payment by electronic funds transfer (EFT).

§ 2.2 Certification of Independent Price Determination

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

§ 2.2.2 By submitting a Bid, the Bidder certifies that:

- .1 The prices in this Bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to:
 - .1 those prices;
 - .2 the intention to submit a Bid; or
 - .3 the methods or factors used to calculate the prices offered.
- .2 The prices in this Bid have not been and will not be knowingly disclosed by the Bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- .3 No attempt has been made or will be made by the Bidder to induce any other concern to submit or not to submit a Bid for the purpose of restricting competition.

§ 2.2.3 Each signature on the Bid is considered to be a certification by the signatory that the signatory:

- .1 Is the person in the Bidder's organization responsible for determining the prices being offered in this Bid, and that the signatory has not participated and will not participate in any action contrary to Section 2.2.2 of this certification; or
- .2 Has been authorized, in writing, to act as agent for the Bidder's principals in certifying that those principals have not participated, and will not participate in any action contrary to Section 2.2.2 of this certification [As used in this subdivision, the term "principals" means the person(s) in the Bidder's organization responsible for determining the prices offered in this Bid];
- .3 As an authorized agent, does certify that the principals referenced in Section 2.2.3.2 of this certification have not participated, and will not participate, in any action contrary to Section 2.2.2 of this certification; and
- .4 As an agent, has not personally participated, and will not participate, in any action contrary to Section 2.2.2 of this certification.

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

§ 2.2.5 Drug Free Workplace Certification

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

§ 2.2.6 Certification Regarding Debarment and Other Responsibility Matters

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

- .1 Bidder and/or any of its Principals-
 - .1 Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;
 - .2 Have not, within a three-year period preceding this Bid, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of bids; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
 - .3 Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in Section 2.2.6.1.1.2 of this provision.
- .2 Bidder has not, within a three-year period preceding this Bid, had one or more contracts terminated for default by any public (Federal, state, or local) entity.
- .3 "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

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

§ 2.2.6.3 If Bidder is unable to certify the representations stated in Section 2.2.6.1, Bidder must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Bidder's responsibility. Failure of the Bidder to furnish additional information as requested by the Procurement Officer may render the Bidder non-responsible.

§ 2.2.6.4 Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by Section 2.2.6.1 of this provision. The knowledge and information of a Bidder is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

§ 2.2.6.5 The certification in Section 2.2.6.1 of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Bidder knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the State, the Procurement Officer may terminate the contract resulting from this solicitation for default.

§ 2.2.7 Ethics Certificate

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

§ 2.2.8 Restrictions Applicable To Bidders & Gifts

Violation of these restrictions may result in disqualification of your Bid, suspension or debarment, and may constitute a violation of the state Ethics Act.

§ 2.2.8.1 After issuance of the solicitation, Bidder agrees not to discuss this procurement activity in any way with the Owner or its employees, agents or officials. All communications must be solely with the Procurement Officer. This restriction may be lifted by express written permission from the Procurement Officer. This restriction expires once a contract has been formed.

§ 2.2.8.2 Unless otherwise approved in writing by the Procurement Officer, Bidder agrees not to give anything to the Owner, any affiliated organizations, or the employees, agents or officials of either, prior to award.

§ 2.2.8.3 Bidder acknowledges that the policy of the State is that a governmental body should not accept or solicit a gift, directly or indirectly, from a donor if the governmental body has reason to believe the donor has or is seeking to obtain contractual or other business or financial relationships with the governmental body. SC Regulation 19-445.2165(C) broadly defines the term donor.

§ 2.2.9 Open Trade Representation

By submitting a Bid, the Bidder represents that Bidder is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in S.C. Code Ann. §11-35-5300.

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 Distribution

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

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

§ 3.1.3 Reserved

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

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

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

§ 3.2 Modification or Interpretation of Bidding Documents

§ 3.2.1 The Bidder shall carefully study the Bidding Documents, shall examine the site and local conditions, and shall notify the Architect of errors, inconsistencies, or ambiguities discovered and request clarification or interpretation pursuant to Section 3.2.2. Failure to do so will be at the Bidder's risk. Bidder assumes responsibility for any patent ambiguity that Bidder does not bring to the Architect's attention prior to Bid Opening.

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

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

§ 3.2.4 As provided in S.C. Code Ann. Reg. 19-445.2042(B), nothing stated at the Pre-bid conference shall change the Bidding Documents unless a change is made by Addendum.

§ 3.3 Substitutions

§ 3.3.1 The materials, products, and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance, and quality to be met by any proposed substitution. Where "brand name or equal" is used in the Bidding Documents, the listing description is not intended to limit or restrict competition.

§ 3.3.2 Substitution Process

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

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

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

§ 3.3.2.4 No request to substitute materials, products, or equipment for materials, products, or equipment described in the Bidding Documents and no request for addition of a manufacturer or supplier to a list of approved manufacturers or suppliers in the Bidding Documents will be considered prior to receipt of Bids unless written request for approval has been received by the Architect at least ten (10) days prior to the date for receipt of Bids established in the invitation to bid.

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Any subsequent extension of the date for receipt of Bids by addendum shall not extend the date for receipt of such requests unless the addendum so specifies. A statement setting forth changes in other materials, equipment or other portions of the Work, including changes in the Work of other contracts that incorporation of the proposed substitution would require, shall be included.

§ 3.3.3 The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

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

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

§ 3.4 Addenda

§ 3.4.1 Addenda will be transmitted to Bidders known by the issuing office to have received complete Bidding Documents.

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

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

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

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

§ 3.4.6 If an emergency or unanticipated event interrupts normal government processes so that Bids cannot be received at the government office designated for receipt of Bids by the exact time specified in the solicitation, the time specified for receipt of Bids will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal government processes resume. In lieu of an automatic extension, an Addendum may be issued to reschedule Bid Opening. If state offices are closed in the county in which Bids are to be received at the time a pre-bid or pre-proposal conference is scheduled, an Addendum will be issued to reschedule the conference. Bidders shall visit <https://www.scmd.org/closings/> for information concerning closings.

ARTICLE 4 BIDDING PROCEDURES

§ 4.1 Preparation of Bids

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

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

§ 4.1.3 Sums shall be expressed in numbers.

§ 4.1.4 Interlineations, alterations and erasures must be initialed by the signer of the Bid. Bidder shall not make stipulations or qualify his Bid in any manner not permitted on the Bid Form. An incomplete Bid or information not requested that is written on or attached to the Bid Form that could be considered a qualification of the Bid, may be cause for rejection of the Bid.

§ 4.1.5 All requested Alternates shall be bid. The failure of the Bidder to indicate a price for an Alternate shall render the Bid non-responsive. Indicate the change to the Base Bid by entering the dollar amount and marking, as appropriate, the box for "ADD TO" or "DEDUCT FROM". If no change in the Base Bid is required, enter "ZERO" or "No Change".

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§ 4.1.6 Pursuant to S.C. Code Ann. § 11-35-3020(b)(i), as amended, Section 7 of the Bid Form sets forth a list of proposed subcontractors for which the Bidder is required to identify those subcontractors the Bidder will use to perform the work listed. Bidder must follow the instructions in the Bid Form for filling out this section of the Bid Form. Failure to properly fill out Section 7 may result in rejection of Bidder's bid as non-responsive.

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

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

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

§ 4.2 Bid Security

§ 4.2.1 If required by the invitation to bid, each Bid shall be accompanied by a bid security in an amount of not less than five percent of the Base Bid. The bid security shall be a bid bond or a certified cashier's check.

§ 4.2.2 The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and shall, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty.

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

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

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

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

§ 4.3 Submission of Bids

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

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

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

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

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

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

§ 4.4 Modification or Withdrawal of Bid

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

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

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 Opening of Bids

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

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

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

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

§ 5.2 Rejection of Bids

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

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

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

§ 5.2.3 The Owner may reject a Bid as nonresponsive if the prices bid are materially unbalanced between line items or sub-line items. A Bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the Bid

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will result in the lowest overall cost to the Owner even though it may be the low evaluated Bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

§ 5.3 Acceptance of Bid (Award)

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

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

ARTICLE 6 POST-BID INFORMATION

§ 6.1 Contractor’s Responsibility

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

§ 6.2 Reserved

§ 6.3 Submittals

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

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

§ 6.4 Posting of Intent To Award

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

Room or Area of Posting:

Building Where Posted:

Address of Building:

WEB site address (if applicable):

Posting date will be announced at Bid Opening. In addition to posting the Notice, the Owner will promptly send all responsive Bidders a copy of the Notice of Intent to Award and the final bid tabulation

§ 6.5 Protest of Solicitation or Award

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

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

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

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

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

§ 7.1 Bond Requirements

§ 7.1.1 If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder.

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

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

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

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

§ 7.2.1 Following expiration of the protest period, the Owner will forward the Contract for Construction to the Bidder for signature. The Bidder shall return the fully executed Contract for Construction to the Owner within seven (7) days. The Bidder shall deliver the required bonds and certificate of insurance to the Owner not later than three (3) days following the date of execution of the Contract. Failure to deliver these documents as required shall entitle the Owner to consider the Bidder's failure as a refusal to enter into a contract in accordance with the terms and conditions of the Bidder's Bid and to make claim on the Bid Security for re-procurement cost.

§ 7.2.2 Unless otherwise provided, the bonds shall be written on the Performance Bond and Payment Bond forms included in the Bid Documents.

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

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

ARTICLE 8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

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

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

| Number | Title | Date |
|--------|-------|------|
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- .5 Specifications

| Section | Title | Date | Pages |
|---------|-------|------|-------|
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.6 Addenda:

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

.7 Other Exhibits:

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

- AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
- AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
- The Sustainability Plan:
- Supplementary and other Conditions of the Contract:

.8 Other documents listed below:

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

ARTICLE 9 Miscellaneous

§ 9.1 Nonresident Taxpayer Registration Affidavit Income Tax Withholding Important Tax Notice - Nonresidents Only

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

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

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

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

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§ 9.2 Submitting Confidential Information

§ 9.2.1 For every document the Bidder submits in response to or with regard to this solicitation or request, the Bidder must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that the Bidder contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged & confidential, as that phrase is used in SC Code of Laws §11-35-410.

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

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

§ 9.2.4 All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire Bid as confidential, trade secret, or protected! If your Bid, or any part thereof, is improperly marked as confidential or trade secret or protected, the State may, in its sole discretion, determine it nonresponsive. If only portions of a page are subject to some protection, do not mark the entire page.

§ 9.2.5 By submitting a response to this solicitation, Bidder (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, & documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, & (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure.

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

§ 9.2.7 By submitting a response, the Bidder agrees to defend, indemnify & hold harmless the State of South Carolina, its officers & employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the State withholding information that Bidder marked as "confidential" or "trade secret" or "PROTECTED".

§ 9.3 Solicitation Information From Sources Other Than Official Source

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

§ 9.4 Builder's Risk Insurance

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

§ 9.5 Tax Credit For Subcontracting With Minority Firms

§ 9.5.1 Pursuant to S.C. Code Ann. §12-6-3350, taxpayers, who utilize certified minority subcontractors, may take a tax credit equal to 4% of the payments they make to said subcontractors. The payments claimed must be based on work performed directly for a South Carolina state contract. The credit is limited to a maximum of fifty thousand dollars annually. The taxpayer is eligible to claim the credit for 10 consecutive taxable years beginning with the taxable year in which the first payment is made to the subcontractor that qualifies for the credit. After the above ten consecutive taxable years, the taxpayer is no longer eligible for the credit. The credit may be claimed on Form TC-2, "Minority Business Credit." A copy of the subcontractor's certificate from the Governor's Office of Small and Minority Business (OSMBA) is to be attached to the contractor's income tax return.

§ 9.5.2 Taxpayers must maintain evidence of work performed for a State contract by the minority subcontractor. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, Research and Review, Phone: (803) 898-5786, Fax: (803) 898-5888.

§ 9.5.3 The subcontractor must be certified as to the criteria of a "Minority Firm" by the Governor's Office of Small and Minority Business Assistance (OSMBA). Certificates are issued to subcontractors upon successful completion of the certification process. Questions regarding subcontractor certification are to be referred to: Governor's Office of Small and Minority Business Assistance, Phone: (803) 734-0657, Fax: (803) 734-2498. Reference: S.C. Code Ann. §11-35-5010 – Definition for Minority Subcontractor & S.C. Code Ann. §11-35-5230 (B) – Regulations for Negotiating with State Minority Firms.

§ 9.6 Other Special Conditions Of The Work

Refer to the attached special provisions including but not limited to SCOR's CDBG-MIT Grant Special Provisions attached to the end of this section.

Contractor will purchase and install work-site signage for Section 3 and SCOR Mitigation acknowledgement. The contractor will work with SCOR to ensure proper verbiage and logos are included on the signs and get SCOR approval to order the signage.

CDBG-MIT GRANT PROGRAM SPECIAL PROVISIONS

1. *CDBG-MIT Grant Program Introduction*

- A. This project is funded in part by and is subject to all applicable requirements of the Community Development Block Grant-Mitigation (CDBG-MIT) grant program, funded and regulated at the federal level by the U.S. Department of Housing and Urban Development (HUD) and administered by the State of South Carolina. The South Carolina Office of Resilience (SCOR) is designated as the project administrator for the CDBG-MIT funds allocated to this Project on behalf of the Town of Cheraw, owner.
- B. General:
 1. All contractors, including subcontractors must be registered in SAM and eligible to receive federal contracts.
 2. The Contractor is required to comply with all federal, state, local, and program requirements and to fully coordinate with the SCOR, the Owner, and their official designee(s). The Contractor is required to assume responsibility the complete effort and enforcement of laws and regulations under this Contract. The Owner will consider the Contractor the sole point of contact with regard to contractual matters. It will adhere to the principles and standards governing the application for, acceptance, and use of Federal funds under this document as set forth in the OMB Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards codified at 2 § C.F.R. Part 200, which supersedes OMB Circulars Number A-87, A-102, and A- 133, Revised.
 3. The Contractor is required to ensure that all Contracts, including but not limited to subcontracts and vendor contracts, must contain all applicable provisions.
 4. These CDBG-MIT GRANT PROGRAM Special Provisions are in addition to all other requirements of the Contract Documents and do not relieve the Contractor of any contractual responsibilities under its contracts or local, state, or federal law, or Executive Orders.
 5. The Contractor agrees to comply with all CDBG-MIT requirements as well as other federal and state laws, regulations, or Executive Orders, including such as may be required by revisions and additions or changes in the requirements, regulations, and laws governing the CDBG-MIT Program.
 6. In accordance with 2 CFR Part 200, the cost plus a percentage of cost and percentage of construction cost methods of contracting shall not be used. This provision shall supersede any conflicting provision in an executed contract document or agreement funded in whole or in part with CDBG funds.

2. *Amendments*

- A. Any changes to this Contract affecting the scope of work of the Project must be approved, in writing, by SCOR, the Owner, and the Contractor and shall be incorporated in writing into this Contract. Any amendments of the original contract must have written approval by the SCOR prior to execution.

3. *Contractor Record Keeping and Reporting*

- A. Accurate record keeping is crucial to the successful management of CDBG-MIT funded activities. Insufficient documentation could lead to monitoring findings and repayment of funds. The Contractor must establish a record-keeping system to document compliance with all federal, state, local, and program requirements.

- B. The Contractor agrees to complete and submit all reports, in such form and according to such schedule, as may be required in the Contract Documents or by the request of the SCOR, Owner, or their designee. Further, the Contractor agrees to require any subcontractors to submit reports that may be required and to incorporate such language in its agreements. Failure to meet deadlines with the required information could result in sanctions.
- C. All required information associated with this Project must be submitted to the Owner or it's designee in a timely manner.
- D. Records shall be retained for the greater of three years from final completion of the Project, or the period required by other applicable federal and state laws and regulations and must be available for review upon request by HUD, SCOR, the Owner, or other entities.
- E. See Article 29—CDBG-MIT Grant Program Special Provisions Section 29.08 – Records of Non-Federal Entities.
- F. See Article 29—CDBG-MIT Grant Program Special Provisions Section 29.09 – Record Retention.

4. Program Related Fraud, Waste, and Abuse

- A. The SCOR takes the detection, investigation and prosecution of fraud, waste, and abuse very seriously. SCOR has a fraud, waste, and abuse reporting program that complies with South Carolina and federal laws.

5. Remedies

If you suspect that an employee, program provider, or contractor has engaged in program related fraud, waste, or abuse, please contact the SCOR via:

Phone: 1-844-506-5436

Email: fraudreporting@scor.sc.gov

Mail: ATTN: Fraud/Waste/Abuse 632 Rosewood Dr. Columbia, SC 29201

- A. Remedies - Contracts for more than the simplified acquisition threshold (currently set at \$150,000), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.
- B. If the Contractor fails or refuses to comply with the provisions set forth herein, the SCOR, State or Owner may take any or all of following actions: cancel, terminate or suspend in whole or in any part the contract, or refrain from extending any further funds to the Contractor until such time as the Contractor is in full compliance.

6. Rights to Inventions Made Under a Contract or Agreement

- A. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2;
 - a. [and] the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37

CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

7. *Debarment and Suspension*

- A. Debarment and Suspension (Executive Orders 12549 and 12689)—³A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

The Contractor must comply with Executive Orders 12549 and 12689 regarding Federal debarment and suspension regulations prior to entering into a financial agreement for any transaction as outlined below:

- b. Any procurement contract for goods and services, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold (which is \$100,000 and is cumulative amount from all federal funding sources).
- c. Any procurement contract for goods and services, regardless of amount, under which the Contractor will have a critical influence on or substantive control over the transaction.

In addition, no contract may be awarded to any contractors who are ineligible to receive contracts under any applicable regulations of the State.

- B. All subcontractors must be cleared via a search of the SAM to ensure subcontractors are in good standing and have not been debarred. It is the sole responsibility of the Contractor to verify subcontractor eligibility based on factors such as past performance, proof of liability insurance, possession of a federal tax number, debarment, and state licensing requirements. The SAM portal may be found here:

<https://sam.gov/SAM/pages/public/searchRecords/search.jsf>

A copy of the SAM search result must be kept in the Contractor's file.

8. *Records of Non-Federal Entities*

- A. Records of non-Federal Entities. The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, the South Carolina Office of Resilience Disaster Recovery Division (SCOR), and the pass-through entity, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the non-Federal entity which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents.

- B. All Contractor's records with respect to all matters covered by this Contract shall be made available at any time for audit and inspection by SCOR, the State or Owner or their representatives upon their request.

9. *Record Retention*

- A. Record Retention. Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a Subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:
 - 1. If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken;
 - 2. When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period;
 - 3. Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition;
 - 4. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity;
 - 5. Records for program income transactions after the period of performance. In some cases, Subrecipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned;
 - 6. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates);
 - 7. If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission;
 - 8. If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

29.10 Section 3 Compliance

- A. The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause and will post copies of the notice in conspicuous places at the work site, where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with this Section 7(b).

- H. The Contractor agrees to submit such reports as required to document compliance with 24 CFR Part 135. Noncompliance with the regulations in 24 CFR Part 135 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.

29.11 Contracting with Small and Minority Businesses, Women's Businesses, Women's Business Enterprises, and Labor Surplus Area Firms

- A. The Contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:
 - 1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - 2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - 3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - 4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - 5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business, and the City of Charleston's Minority & Women-Owned Business Enterprise Office.

29.12 Equal Employment Opportunity

- A. Equal Employment Opportunity - Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- B. In carrying out the Project, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor must take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this non-discrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. The Contractor will, in all solicitations or advertisements for employees by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to

race, color, religion, sex, or national origin. The Contractor shall incorporate the foregoing requirements of this paragraph in all of its subcontracts for the Project unless exempted by rules, regulations, or orders of the State issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor.

- C. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the State advising the said labor union or workers' representatives of the Contractor's commitment under this Section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the State, or pursuant thereto, and will permit access to its books, records, and accounts by SCOR and the State for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- E. In the event of the Contractor's noncompliance with the non-discrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further State government contracts or federally assisted construction contract procedures authorized in Executive Order 11246 of September 24, 1965, or by rules, regulations, or orders of the State, or as otherwise provided by law.

29.14 Copeland Act

- A. The Contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this Contract.

29.15 Contract Work Hours and Safety Standards Act

- A. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- B. The Contract Work Hours and Safety Standards Act (CWHSSA) does not have its own posting requirement. However, if the contract to which CWHSSA applies is subject to the Davis-Bacon and Related Acts' requirements, the Notice of Worker Rights on Federal or Federally Financed Construction Projects poster must be posted. If the contract to which CWHSSA applies is subject to the Service Contract Act's requirements, the "Worker Rights on Government Contracts" poster must be

posted. The appropriate poster(s) must be posted at the worksite in a prominent and accessible place where it may be easily seen by workers. There is no size requirement for these posters but they must be easily readable.

- C. The Contractor is solely responsible for ensuring that Contractor and any subcontractors insert in any subcontract the poster requirements contained in 29 CFR 5.5(a)(l).

As used in this Section, the terms "laborers" and "mechanics" include watchmen and guards.

1. Contract Work Hours.

- a. Overtime Requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violations of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this Section.
- c. Withholding for unpaid wages and liquidated damages. SCOR, HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract, or any other Federal contract with the same prime contract, or any other Federally- assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (b) of this section.
- d. The Contract Work Hours and Safety Standards Act (CWHSSA) requires contractors to maintain records that provide the following information for each covered worker:
 - Name; Telephone number; Email Address; Street Address; Social Security number; Correct classification(s) of work performed; Hourly rates of wages paid, including rates of contributions or costs anticipated for bona fide fringe benefits

or their cash equivalents; Daily and weekly number of hours worked; Deductions made; and Actual wages paid.

- e. Contractors must maintain these records during the course of the work and for a period of three years after all the work on the prime contract is completed. They also must be made available to the contracting agency and the Department of Labor upon request.
- f. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this Section 16.

2. Health and Safety.

- a. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to this health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
- b. The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, 40 USC 3701 et. seq.
- c. The Contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

29.16 Clean Air Act and Clean Water Act

- A. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C 1251-1387), as amended Contracts and subcontracts of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- B. This Contract is subject to the requirements of the Clean Air Act, as amended, 42 USC § 7401 et seq., the Federal Water Pollution Control Act (Clean Water Act), as amended, 33 USC § 1251 et seq., and the regulations of the Environmental Protection Agency with respect to 40 CFR Part 15, as amended from time to time, and the South Carolina Stormwater Management and Sediment Reduction Act.
- C. Any facility to be utilized in the performance of this Contract must not be listed on the List of Violating Facilities, issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR § 15.20.

- D. The Contractor and its subcontractors must stipulate that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the List of Violating Facilities, issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR § 15.20.
- E. Through performance of Work under this Contract, the Contractor agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended (42 USC § 7414) and Section 308 of the Federal Water Pollution Control Act, as amended (33 USC § 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Sections 114 and 308, and all regulations and guidelines issued thereunder.
- F. The Contractor is required to give prompt notice to Owner of any notification received from the Director, Office of Federal Activities, EPA, or other entities indicating that a facility utilized or to be utilized for the contract under consideration is to be listed on the EPA list of Violating Facilities.
- G. The Contractor will include or cause to be included the criteria and requirements in this Section in every nonexempt subcontract. The Contractor is required to take such action as the State may direct as a means of enforcing such provisions.

29.17 Byrd Anti-Lobbying Amendment

- A. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- B. The Contractor will include or cause to be included the criteria and requirements in the Section in every nonexempt subcontract. The Contractor is required to take such action as the State may direct as a means of enforcing such provisions.

29.18 Solid Waste Disposal Act

- A. Solid Waste Disposal Act. The Contractor and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

29.19 Domestic Preferences for Procurements

- A. As appropriate and to the extent consistent with law, the Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this Section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- B. For purposes of this Section:
 - 1. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - 2. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

29.20 Workers' Compensation Certification and Compliance

- A. The Contractor is required to certify in writing that the Contractor provides workers' compensation insurance coverage for each employee of the contractor employed on the Project.
- B. The Contractor is required to obtain a certificate in writing from each subcontractor on the Project that the subcontractor provides workers' compensation insurance coverage for each employee of the subcontractor employed on the Project.
- C. The Contractor shall provide Contractor's certification and each subcontractor's certification to the Owner.

29.22 Project Payroll Reviews

- A. The Contractor is responsible for preparing a weekly certified payroll report for the Contractor and all subcontractors and submitting such to SCOR on a weekly basis beginning with the first week in which construction begins on the project and for every week after until the work is complete.
- B. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the Work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section I (b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section I(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment of provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices and trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by

the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

1. The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to Owner or its designee for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014- 1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget Under OMB Control Number 1215-0129.)
 2. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays for supervises the payment of the persons employed under the contract and shall certify the following:
 - a. That the payroll for the payroll period contains the information required to be maintained under 29 CFR 5.5 (a)(3)(i) and that such information is correct and complete;
 - b. That each laborer or mechanic (including each apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;
 - c. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
 3. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by Paragraph 30.22.B.2.
 4. The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.
- C. The Contractor or subcontractor shall make the records required under this Section available for inspection, copying, or transcription by authorized representatives of the Owner, SCOR, HUD or its designee, and the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

Bid Bond shall be in the form of AIA A310

SE-330 LUMP SUM BID FORM

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

BID SUBMITTED BY: _____
(Bidder's Name)

BID SUBMITTED TO: South Carolina Office of Resilience
(Agency's Name)

FOR: PROJECT NAME: Horry County Buyout Demolition
PROJECT NUMBER: D30-N027-MJ

OFFER

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

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

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

(Bidder, check all that apply. Note, there may be more boxes than actual addenda. Do not check boxes that do not apply)

ADDENDA: #1 #2 #3 #4 #5

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

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

§ 6.1 **BASE BID WORK** *(as indicated in the Bidding Documents and generally described as follows):* Demolition of 33 homes and site stabilization

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

(Bidder to insert Base Bid Amount on line above)

SE-330 LUMP SUM BID FORM

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

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

| (A) SUBCONTRACTOR LICENSE CLASSIFICATION or SUBCLASSIFICATION NAME <i>(Completed by Agency)</i> | (B) LICENSE CLASSIFICATION or SUBCLASSIFICATION ABBREVIATION <i>(Completed by Agency)</i> | (C) SUBCONTRACTOR and/or PRIME CONTRACTOR <i>(Required - must be completed by Bidder)</i> | (D) SUBCONTRACTOR'S and/or PRIME CONTRACTOR'S SC LICENSE NUMBER <i>(Requested, but not Required)</i> |
|---|---|---|--|
| BASE BID | | | |
| No Subcontractor Listing Required | | | |
| | | | |
| | | | |
| | | | |
| ALTERNATE #1 | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| ALTERNATE #2 | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| ALTERNATE #3 | | | |
| | | | |
| | | | |
| | | | |
| | | | |

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

SE-330 LUMP SUM BID FORM

§ 8. LIST OF MANUFACTURERS, MATERIAL SUPPLIERS, AND SUBCONTRACTORS OTHER THAN SUBCONTRACTORS LISTED IN SECTION 7 ABOVE (FOR INFORMATION ONLY):

Pursuant to instructions in the Invitation for Construction Services, if any, Bidder will provide to Agency upon the Agency’s request and within 24 hours of such request, a listing of manufacturers, material suppliers, and subcontractors, other than those listed in Section 7 above, that Bidder intends to use on the project. Bidder acknowledges and agrees that this list is provided for purposes of determining responsibility and not pursuant to the subcontractor listing requirements of SC Code § 11-35-3020(b)(i).

§ 9. TIME OF CONTRACT PERFORMANCE AND LIQUIDATED DAMAGES

a) CONTRACT TIME

Bidder agrees that the Date of Commencement of the Work shall be established in a Notice to Proceed to be issued by the Agency. Bidder agrees to substantially complete the Work within 120 Calendar Days from the Date of Commencement, subject to adjustments as provided in the Contract Documents.

b) LIQUIDATED DAMAGES

Bidder further agrees that from the compensation to be paid, the Agency shall retain as Liquidated Damages the amount of \$ 150.00 for each Calendar Day the actual construction time required to achieve Substantial Completion exceeds the specified or adjusted time for Substantial Completion as provided in the Contract Documents. This amount is intended by the parties as the predetermined measure of compensation for actual damages, not as a penalty for nonperformance.

§ 10. AGREEMENTS

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

§ 11. ELECTRONIC BID BOND

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

ELECTRONIC BID BOND NUMBER: _____

SIGNATURE AND TITLE: _____

SE-330
LUMP SUM BID FORM

CONTRACTOR'S CLASSIFICATIONS AND SUBCLASSIFICATIONS WITH LIMITATION

SC Contractor's License Number(s): _____

Classification(s) & Limits: _____

Subclassification(s) & Limits: _____

By signing this Bid, the person signing reaffirms all representation and certification made by both the person signing and the Bidder, including without limitation, those appearing in Article 2 of the SCOSE Version of the AIA Document A701, Instructions to Bidders, is expressly incorporated by reference.

BIDDER'S LEGAL NAME: _____

ADDRESS: _____

TELEPHONE: _____

EMAIL: _____

SIGNATURE: _____ **DATE:** _____

PRINT NAME: _____

TITLE: _____

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

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

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

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

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

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

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

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

Horry County
PO Box 1236
Conway, SC 29528

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

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

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

Horry County Buyout Demolition
D30-N027-MJ
Socastee, SC
In the Rosewood Estates, Bridgecreek, and Lawson's Landing subdivisions,
demolition of 33 houses, driveways, and all appurtenances.

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

EL Robinson Engineering
1301 Gervais Street, Suite 450
Columbia, SC 29201

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

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



The Owner and Contractor agree as follows.

Init.

TABLE OF ARTICLES

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

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The Date of Commencement of the Work shall be the date fixed in a Notice to Proceed issued by the Owner. The Owner shall issue the Notice to Proceed to the Contractor in writing, no less than seven (7) days prior to the Date of Commencement. Unless otherwise provided elsewhere in the Contract Documents and provided the Contractor has secured all required insurance and surety bonds, the Contractor may commence work immediately after receipt of the Notice to Proceed.

§ 3.2 The Contract Time as provided in the Notice to Proceed for this project shall be measured from the Date of Commencement of the Work to Substantial Completion.

§ 3.3 Substantial Completion

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

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

Init.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum, including all accepted alternates indicated in the bid documents, in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be

(\$ _____), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

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

(Insert the accepted Alternates.)

| Item | Price |
|------|-------|
|------|-------|

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

(Identify each allowance.)

| Item | Price |
|------|-------|
|------|-------|

§ 4.4 Unit prices, if any:

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

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

§ 4.5 Liquidated damages

§ 4.5.1 Contractor agrees that from the compensation to be paid, the Owner shall retain as liquidated damages the amount indicated in Section 9(b) of the Bid Form for each calendar day the actual construction time required to achieve Substantial Completion exceeds the specified or adjusted time for Substantial Completion as provided in the Contract Documents. The liquidated damages amount is intended by the parties as the predetermined measure of compensation for actual damages, not as a penalty.

§ 4.6 Other:

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

Init.

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

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

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

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

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

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

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

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

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

§ 5.1.7 Retainage

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

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

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

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

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

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

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

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

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Claims and disputes shall be resolved in accordance with Article 15 of AIA Document A201-2017.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2017.

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 The Owner's representative:

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

| | | |
|-------------------|------------|---------------------------------------|
| Name: | [REDACTED] | Eric Fosmire, SCOR |
| Title: | [REDACTED] | Chief of Staff and General Counsel |
| Address: | [REDACTED] | 632 Rosewood Drive, Columbia SC 29201 |
| Telephone: | [REDACTED] | 803-822-9580 |
| Email: | [REDACTED] | eric.fosmire@scor.sc.gov |

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

| | | |
|-------------------|------------|---------------------------------------|
| Name: | [REDACTED] | Nancy Miramonti, SCOR |
| Title: | [REDACTED] | Buyout Program Manager |
| Address: | [REDACTED] | 632 Rosewood Drive, Columbia SC 29201 |
| Telephone: | [REDACTED] | 803-667-7360 |
| Email: | [REDACTED] | nancy.miramonti@scor.sc.gov |

§ 8.3 The Contractor's representative:

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

Name:

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Title:
Address:
Telephone:
Email:

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

Name:
Title:
Address:
Telephone:
Email:

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

§ 8.5 The Architect's representative:

Name: Mason Brandes
Title: Staff Hydrologist
Address: 1301 Gervais Street, Suite 450, Columbia SC 29201
Telephone: 803-400-6038
Email: mbrandes@elrobinson.com

§ 8.6 Insurance and Bonds

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

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

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

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

§ 8.8 Other Provisions:

§ 8.8.1 Additional requirements, if any, for the Contractor's Construction Schedule are as follows:

(Check box if applicable to this Contract)

The Construction Schedule shall be in a detailed precedence-style critical path management (CPM) or primavera-type format satisfactory to the Owner and the Architect that shall also (1) provide a graphic representation of all activities and events that will occur during performance of the Work; (2) identify each phase of construction and occupancy; and (3) set forth milestone dates that are critical in ensuring the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents.

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

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- .2 The Contactor shall monitor the progress of the Work for conformance with the requirements of the Construction Schedule and shall promptly advise the Owner of any delays or potential delays. Whenever the Construction Schedule no longer reflects actual conditions and progress of the Work or the Contract Time is modified in accordance with the terms of the Contract Documents, the Contractor shall update the Construction Schedule to reflect such conditions.
- .3 In the event any progress report indicates any delays, the Contractor shall propose an affirmative plan to correct the delay, including overtime and/or additional labor, if necessary.
- .4 In no event shall any progress report constitute an adjustment in the Contract Time, any milestone date, or the Contract Sum unless any such adjustment is agreed to by the Owner and authorized pursuant to Change Order.

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

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

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

| Number | Title | Date |
|--------|-------------------------|------------|
| 1-13 | Horry County Buyout Dem | 09.08.2023 |

- .6 Specifications

| Section | Title | Date | Pages |
|---------|------------------------|-----------|---------|
| Various | Horry County Buyout De | 10.02.203 | Varying |

- .7 Addenda, if any:

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

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

.8 Other Exhibits:

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

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

The Sustainability Plan:

Title

Date

Pages

Supplementary and other Conditions of the Contract:

Document

Title

Date

Pages

.9 Other documents, if any, listed below:

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

Form SE-310, Invitation for Construction Services

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

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

Form SE-370, Notice of Intent to Award

Certificate of Procurement Authority issued by the State Fiscal Accountability Authority

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

OWNER *(Signature)*

CONTRACTOR *(Signature)*

(Printed name and title)

(Printed name and title)

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

Insurance and Bonds

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

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

Horry County Buyout Demolition
D30-N027-MJ
Socastee, SC

THE OWNER:
(Name, legal status and address)

Horry County
PO Box 1236
Conway, SC 29528

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

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

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

THE CONTRACTOR:
(Name, legal status and address)

TABLE OF ARTICLES

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

ARTICLE A.1 GENERAL

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

ARTICLE A.2 OWNER'S INSURANCE

§ A.2.1 General

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

§ A.2.2 Liability Insurance

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

§ A.2.3 Reserved

§ A.2.3.1 Reserved

§ A.2.3.1.1 Reserved

§ A.2.3.1.2 Reserved

§ A.2.3.1.3 Reserved

§ A.2.3.1.4 Reserved

§ A.2.3.2 Reserved

§ A.2.3.3 Reserved

§ A.2.4 Optional Insurance.

The Owner shall purchase and maintain any insurance selected below.

§ A.2.4.1 Other Insurance

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

Coverage

Limits

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General

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

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

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

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

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

§ A.3.2 Contractor's Required Insurance Coverage

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

§ A.3.2.2 Commercial General Liability

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

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

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

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

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

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

§ A.3.2.5 Workers' Compensation at statutory limits.

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

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

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

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

§ A.3.3 Required Property Insurance

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

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

Causes of Loss

Sub-Limit

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

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Causes of Loss

Sub-Limit

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

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

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

§ A.3.3.3 If the Owner requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Contractor shall, if possible, include such insurance, and the cost thereof shall be charged to the Owner by appropriate Change Order.

§ A.3.3.4 Before an exposure to loss may occur, the Contractor shall file with the Owner a copy of each policy that includes insurance coverages required by this Section A.3.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project.

§ A.3.4 Contractor’s Other Insurance Coverage

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

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

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

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

§ A.3.4.2.1 **Reserved**

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

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

§ A.3.4.2.4 **Boiler and Machinery Insurance**
The Contractor shall purchase and maintain boiler and machinery insurance as required, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this

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insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

§ A.3.5 Performance Bond and Payment Bond

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

(Specify type and penal sum of bonds.)

| Type | Penal Sum (\$0.00) |
|------------------|------------------------|
| Payment Bond | 100% of Contract Price |
| Performance Bond | 100% of Contract Price |

§ A.3.5.1 Before commencing any services hereunder, the Contractor shall provide the Owner with Performance and Payment Bonds, each in an amount not less than the Contract Price set forth in Article 4 of the Agreement. The Surety shall have, at a minimum, a "Best Rating" of "A" as stated in the most current publication of "Best's Key Rating Guide, Property-Casualty". In addition, the Surety shall have a minimum "Best Financial Strength Category" of "Class V", and in no case less than five (5) times the contract amount. The Performance Bond shall be written on Form SE-355, "Performance Bond" and the Payment Bond shall be written on Form SE-357, "Labor and Material Payment Bond", and both shall be made payable to the Owner.

§ A.3.5.2 The Performance and Labor and Material Payment Bonds shall:

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

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

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

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

Refer to special provisions section 00800 - CDBG-MIT Special Conditions in the project manual for additional terms and conditions.

SCOR as the Owner's Representative must also be covered as an additional insured under the Contractor's insurance policies. (Also if this contractor will be relocating any utilities for other entities that will then reimburse for those relocations, those entities also should be listed as additional insureds - ex: Utility districts)

SCOR (Owner's Representative) shall make progress payments to the Contractor on behalf of Horry County (the Owner) in accordance with all provisions of the SCOSE version of the AIA A101-2017 Article 5 Payments incorporated herein except for §5.1.3 wherein SCOR, as Owner's Representative, agrees to process Application for Payment within 21 days of receipt and submit to S.C. Treasurer's Office for payment. It is incumbent upon the Contractor to ensure their status in the South Carolina Enterprise Information System (SCEIS) is registered as a net-21 day vendor.

Contractor will purchase and install work-site signage for Section 3 and SCOR Mitigation acknowledgement. The contractor will work with SCOR to ensure proper verbiage and logos are included on the signs and get SCOR approval to order the signage.

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

General Conditions of the Contract for Construction

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

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

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

General Conditions of the Contract for Construction

for the following PROJECT:

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

Horry County Buyout Demolition
D30-N027-MJ
Socastee, SC

THE OWNER:

(Name, legal status, and address)

Horry County
PO Box 1236
Conway, SC 29528

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

THE ARCHITECT:

(Name, legal status, and address)

EL Robinson Engineering
1301 Gervais Street, Suite 450
Columbia, SC 29201

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

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

- .1 The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract.
- .2 A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect.
- .3 Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor’s bid or proposal, or portions of Addenda relating to bidding or proposal requirements.
- .4 Any reference in this document to the Agreement between the Owner and Contractor, AIA Document A101, or some abbreviated reference thereof, shall mean the AIA A101-2017, Standard Form of Agreement Between Owner and Contractor, SCOSE Version.
- .5 Any reference in this document to the General Conditions of the Contract for Construction, AIA Document A201, or some abbreviated reference thereof, shall mean the AIA A201-2017, General Conditions of the Contract for Construction, SCOSE Version.

§ 1.1.2 The Contract

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

§ 1.1.3 The Work

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

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Reserved

§ 1.1.9 Notice to Proceed

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

§ 1.1.10 State Engineer

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

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. In the event of patent ambiguities within or between parts of the Contract Documents, the Contractor shall 1) provide the better quality or greater quantity of Work, or 2) comply with the more stringent requirement, either or both in accordance with the Architect’s interpretation.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of the Contract Documents, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

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

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

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

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

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect’s consultants.

§ 1.6 Notice

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

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

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

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

§ 1.7 Digital Data Use and Transmission

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

§ 1.8 Building Information Models Use and Reliance

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

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization, except as provided in Section 7.1.7. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's Representative noted in the Agreement.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen (15) days after receipt of a written request, information necessary and relevant for the Contractor to post Notice of Project Commencement pursuant to S.C. Code Ann. § 29-5-23.

§ 2.2 Reserved

§ 2.3 Information and Services Required of the Owner

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

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

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

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

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§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner’s control and relevant to the Contractor’s performance of the Work with reasonable promptness after receiving the Contractor’s written request for such information or services. However, the Owner does not warrant the accuracy of any such information requested by the Contractor that is not otherwise required of the Owner by the Contract Documents. Neither the Owner nor the Architect shall be required to conduct investigations or to furnish the Contractor with any information concerning subsurface characteristics or other conditions of the area where the Work is to be performed beyond that which is provided in the Contract Documents.

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

§ 2.4 Owner’s Right to Stop the Work

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

§ 2.5 Owner’s Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect, including but not limited to providing necessary resources, with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner’s expenses and compensation for the Architect’s additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term “Contractor” means the Contractor or the Contractor’s Representative noted in the Agreement.

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

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

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

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

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reasonably ascertainable from an inspection of the site, including all exploratory work done by the Owner, as well as from the drawings and specifications made a part of this Contract.

- 3 Any failure of the Contractor to take the actions described and acknowledged in this Section will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the Work, or for proceeding to successfully perform the Work without additional expense to the Owner.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

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

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from latent errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

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

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction and provide its findings to the Owner. Unless the Owner objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

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

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

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§ 3.4 Labor and Materials

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

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

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

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

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

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

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements shall be considered defective. Unless caused by the Contractor or a subcontractor at any tier, the Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

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

§ 3.6 Taxes

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

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§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Pursuant to S.C. Code Ann. § 10-1-180, no local general or specialty building permits are required for state buildings. Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for all other permits, fees, and licenses by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

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

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

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- 1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- 2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- 3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect the difference between actual costs, as documented by invoices, and the allowances under Section 3.8.2.1.

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

§ 3.9 Superintendent

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

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§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Owner may notify the Contractor, stating whether the Owner has reasonable objection to the proposed superintendent. Failure of the Owner to provide notice within the 14-day period shall constitute notice of no reasonable objection.

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

§ 3.10 Contractor's Construction and Submittal Schedules

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

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

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

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

§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

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

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

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

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

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

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

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

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, who shall comply with reasonable requirements of the Owner regarding qualifications and insurance and whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to

the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.13 Use of Site

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

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

§ 3.14 Cutting and Patching

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

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

§ 3.15 Cleaning Up

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

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

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

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

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting therefrom, but

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only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

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

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

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

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents. Any reference in the Contract Documents to the Architect taking action or rendering a decision with a "reasonable time" is understood to mean no more than ten (10) days, unless otherwise specified in the Contract Documents or otherwise agreed to by the parties.

§ 4.2.2 The Architect will visit the site as necessary to fulfill its obligation to the Owner for inspection services, if any, and, at a minimum, to assure conformance with the Architect's design as shown in the Contract Documents and to observe the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) deviations from the Contract Documents, (2) deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

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

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

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§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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

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

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

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will, in the first instance, interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. Upon receipt of such request, the Architect will promptly provide the other party with a copy of the request. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, and will not show partiality to either. Except in the case of interpretations resulting in omissions, defects, or errors in the Instruments of Service or perpetuating omissions, defects or errors in the Instruments of Service, the Architect will not be liable for results of interpretations or decisions rendered in good faith. If either party disputes the Architect's interpretation or decision, that party may proceed as provided in Article 15. The Architect's interpretations and decisions may be, but need not be, accorded any deference in any review conducted pursuant to law or the Contract Documents.

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

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents so as to avoid delay to the construction of the Project. The Architect's response to such requests will be made in writing with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information. Any response to a request for information must be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings.

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Unless issued pursuant to a Modification, supplemental Drawings or Specifications will not involve an adjustment to the Contract Sum or Contract Time.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, within fourteen (14) days after posting of the Notice of Intent to Award the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Owner may notify the Contractor whether the Owner has reasonable objection to any such proposed person or entity. Failure of the Owner to provide notice within the 14-day period shall constitute notice of no reasonable objection.

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

§ 5.2.3 If the Owner has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

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

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

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

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

§ 5.3 Subcontractual Relations

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

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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, 7.1.6, 7.3.3, 7.5, 13.1, 13.9, 14.3, 14.4, and 15.1.7.

§ 5.3.3 Each Subcontract Agreement and each Sub-subcontract agreement shall exclude, and shall be deemed to exclude, Sections 13.2 and 13.5 and all of Article 15, except Section 15.1.7, of these General Conditions. In the place of these excluded sections of the General Conditions, each Subcontract Agreement and each Sub-subcontract may include Sections 13.2 and 13.5 and all of Article 15, except Section 15.1.7, of AIA Document A201-2007, Conditions of the Contract, as originally issued by the American Institute of Architects.

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

§ 5.4 Contingent Assignment of Subcontracts

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

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

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

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

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

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to

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

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

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

§ 6.1.4 Reserved

§ 6.2 Mutual Responsibility

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

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

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

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

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

§ 6.3 Owner's Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

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

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

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

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

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

The percentages cited above shall be considered to include all indirect costs including, but not limited to field and office managers, supervisors and assistants, incidental job burdens, small tools, and general overhead allocations.

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

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

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

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument, using the OSE Construction Change Order form, prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

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

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

§ 7.2.2 At the Owner's request, the Contractor shall prepare a proposal to perform the work of a proposed Change Order setting forth the amount of the proposed adjustment, if any, in the Contract Sum; and the extent of the proposed adjustment, if any, in the Contract Time. Any proposed adjustment in the Contract Sum shall be prepared in accordance with Section 7.1.4 and 7.1.5. The Owner's request shall include any revisions to the Drawings or Specifications necessary to define any changes in the Work. Within fourteen (14) days of receiving the request, the Contractor shall submit the proposal to the Owner and Architect along with all documentation required by Section 7.5.

§ 7.2.3 If the Contractor requests a Change Order, the request shall set forth the proposed change in the Work and shall be prepared in accordance with Section 7.2.2. If the Contractor requests a change to the Work that involves a revision

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to either the Drawings or Specifications, the Contractor shall reimburse the Owner for any expenditure associated with the Architects' review of the proposed revisions, except to the extent the revisions are accepted by execution of a Change Order.

§ 7.3 Construction Change Directives

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

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

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

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

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall make an initial determination, consistent with Section 7.3.3, of the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in Section 7.1.5. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

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

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

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

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

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

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The

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Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

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

§ 7.4 Minor Changes in the Work

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

§ 7.5 Pricing Data and Audit

§ 7.5.1 Cost or Pricing Data

Upon request of the Owner or Architect, Contractor shall submit cost or pricing data prior to execution of a Modification which exceeds \$500,000 [Reference S.C. Code Ann. §§ 11-35-1830 and 11-35-2220, and SC Code Ann. Reg 19-445.2120]. Contractor shall certify that, to the best of its knowledge and belief, the cost or pricing data submitted is accurate, complete, and current as of a mutually determined specified date prior to the date of pricing the Modification. Contractor's price, including profit, shall be adjusted to exclude any significant sums by which such price was increased because Contractor furnished cost or pricing data that was inaccurate, incomplete, or not current as of the date specified by the parties. Notwithstanding Subparagraph 9.10.4, such adjustments may be made after final payment to the Contractor.

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

§ 7.5.3 Records Retention

As used in Section 7.5, the term "Records" means any books or records that relate to cost or pricing data of a Change Order that Contractor is required to submit pursuant to Section 7.5.1. Contractor shall maintain records for three years from the date of final payment, or longer if requested by the chief procurement officer. The Owner may audit Contractor's records at reasonable times and places.

ARTICLE 8 TIME

§ 8.1 Definitions

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

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

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

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

§ 8.2 Progress and Completion

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

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

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

§ 8.3 Delays and Extensions of Time

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

- .1 is not caused by the fault or negligence of the Contractor or a subcontractor at any tier, and
- .2 is not due to unusual delay in the delivery of supplies, machinery, equipment, or services when such supplies, machinery, equipment, or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery.

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

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

§ 9.2 Schedule of Values

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

§ 9.2.2 As requested by the Architect, the Contractor and each Subcontractor shall prepare a trade payment breakdown for the Work for which each is responsible. The breakdown, being submitted on a uniform standardized format approved by the Architect and Owner, shall be divided in detail, using convenient units, sufficient to accurately determine the value of completed Work during the course of the Project. The Contractor shall update the schedule of values as required by either the Architect or Owner as necessary to reflect:

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

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

§ 9.3 Applications for Payment

§ 9.3.1 Monthly, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require (such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers), and shall reflect retainage as provided for in the Contract Documents.

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

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

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing, provided such materials or equipment will be subsequently incorporated in the Work. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site. The Contractor shall 1) protect such materials from diversion, vandalism, theft, destruction, and damage, 2) mark such materials specifically for use on the Project, and 3) segregate such materials from other materials at the storage facility. The Architect and the Owner shall have the right to make inspections of the storage areas at any time.

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

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

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

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methods, techniques, sequences, or procedures; or (3) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect shall withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. The Architect shall withhold a Certificate of Payment if the Application for Payment is not accompanied by the current construction schedule required by Section 3.10.1. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

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

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

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

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

§ 9.6 Progress Payments

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

§ 9.6.2 Pursuant to S.C. Ann. §§ 29-6-10 through 29-6-60, the Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

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

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

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

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

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

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

§ 9.7 Failure of Payment

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

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

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

§ 9.8.3 Upon receipt of the Contractor's list, the Architect, the Owner, and any other party the Architect or the Owner choose, will make an inspection on a date and at a time mutually agreeable to determine whether the Work or designated portion thereof is substantially complete. The Contractor shall furnish access for the inspection and testing as provided in this Contract. The inspection shall include a demonstration by the Contractor that all equipment, systems and operable components of the Work function properly and in accordance with the Contract Documents.

- .1 If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.
- .2 If more than one Substantial Completion inspection is required, the Contractor shall reimburse the Owner for all costs of re-inspections or, at the Owner's option, the costs may be deducted from payments due to the Contractor.
- .3 Representatives of the State Fire Marshal's Office and other authorities having jurisdiction may be present at the Substantial Completion inspection or otherwise inspect the completed Work and advise the Owner whether the Work meets their respective requirements for the Project.

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

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

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

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

§ 9.9 Partial Occupancy or Use

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

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

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

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Unless the parties agree otherwise in the Certificate of Substantial Completion, the Contractor shall achieve Final Completion within thirty days after Substantial Completion. Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect, the Owner, and any other party the Architect or the Owner choose will make an inspection on a date and at a time mutually agreeable. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

- .1 If more than one Final Completion inspection is required, the Contractor shall reimburse the Owner for all costs of re-inspections or, at the Owner's option, the costs may be deducted from payments due to the Contractor.
- .2 If the Contractor does not achieve Final Completion within thirty days after Substantial Completion or the timeframe agreed to by the parties in the Certificate of Substantial Completion, whichever is

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

- .3 If OSE has not previously issued a Certificate of Occupancy for the entire Project, the Parties shall arrange for a representative of OSE to participate in the Final Completion inspection.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect:

- .1 an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied,
- .2 a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect,
- .3 a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents,
- .4 consent of surety, if any, to final payment,
- .5 documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties,
- .6 if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner,
- .7 required Training Manuals,
- .8 equipment Operations and Maintenance Manuals,
- .9 any certificates of testing, inspection or approval required by the Contract Documents and not previously provided, and
- 10. one copy of the Documents required by Section 3.11.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is delayed 60 days through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

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

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

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

§ 10.2 Safety of Persons and Property

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

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and

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- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

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

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

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

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

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

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

§ 10.2.8 Injury or Damage to Person or Property

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

§ 10.3 Hazardous Materials and Substances

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

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

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promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up. In the absence of agreement, the Architect will make an interim determination regarding any delay or impact on the Contractor's additional costs. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the rights of either party to disagree and assert a Claim in accordance with Article 15.

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

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

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

§ 10.3.6 Reserved

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7. The Contractor shall immediately give the Owner and Architect notice of the emergency. This initial notice may be oral followed within five (5) days by a written notice setting forth the nature and scope of the emergency. Within fourteen (14) days of the start of the emergency, the Contractor shall give the Architect a written estimate of the cost and probable effect of delay on the progress of the Work.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

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

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

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

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

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

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

§ 11.2 Owner's Insurance

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

§ 11.2.2 Reserved

§ 11.2.3 Reserved

§ 11.3 Waivers of Subrogation

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

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

§ 11.3.3 Limitation on the Owner's Waiver of Subrogation

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

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

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

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

§ 11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Contractors as fiduciary and made payable to the Contractor as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Contractor shall pay the Architect and Owner their just shares of insurance proceeds received by the Contractor, and by appropriate agreements the Architect and Owner shall make payments to their consultants and separate contractors in similar manner.

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

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

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

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

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

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

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

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

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

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

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

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

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

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

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

§ 13.2 Successors and Assigns

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

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

§ 13.3 Rights and Remedies

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

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

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

- 1.5 Ownership and Use of Drawings, Specifications and Other Instruments of Service;**
- 3.5 Warranty**
- 3.17 Royalties, Patents and Copyrights**
- 3.18 Indemnification**
- 7.5 Pricing Data and Audit**
- A.3.2.2 Contractor's Liability Insurance (A101, Exhibit A)**
- A.3.5 Performance and Payment Bond (A101, Exhibit A)**
- 15.1.7 Claims for Listed Damages**
- 15.1.8 Waiver of Claims Against the Architect**
- 15.6 Dispute Resolution**
- 15.6.5 Service of Process**

§ 13.4 Tests and Inspections

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

- .1** Inspection, Special Inspections, and testing requirements, if any, as required by the ICC series of Building Codes shall be purchased by the Owner.
- .2** Contractor shall schedule and request inspections in an orderly and efficient manner and shall notify the Owner whenever the Contractor schedules an inspection. Contractor shall be responsible for the cost of inspections scheduled and conducted without the Owner's knowledge and for any increase in the cost of inspections resulting from the inefficient scheduling of inspections.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Owner and Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense and shall be deducted from future Applications of Payment.

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

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

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

§ 13.5 Interest

Payments due to the Contractor and unpaid under the Contract Documents shall bear interest only if and to the extent allowed by S.C. Code Ann. §§ 29-6-10 through 29-6-60. Amounts due to the Owner shall bear interest at the rate of one percent a month or a pro rata fraction thereof on the unpaid balance as may be due.

§ 13.6 Procurement of Materials by Owner

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

§ 13.7 Interpretation of Building Codes

As required by S.C. Code Ann. § 10-1-180, OSE shall determine the enforcement and interpretation of all building codes and referenced standards on state buildings. The Contractor shall refer any questions, comments, or directives from local officials to the Owner and OSE for resolution.

§ 13.8 Minority Business Enterprises

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

§ 13.9 Illegal Immigration

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

§ 13.10 Drug-Free Workplace

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

§ 13.11 False Claims

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

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§ 13.12 Prohibited Acts

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

§ 13.13 Open Trade (Jun 2015)

During the contract term, including any renewals or extensions, Contractor will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in S.C. Code Ann. § 11-35-5300.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

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

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

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit, and costs incurred by reason of such termination.

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

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

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

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

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

§ 14.2.5 If, after termination for cause, it is determined that the Owner lacked justification to terminate under Section 14.2.1, or that the Contractor's default was excusable, or that the termination for cause was affected by any other error, then Owner and Contractor agree that the termination shall be conclusively deemed to be one for the convenience of the Owner, and the rights and obligations of the parties shall be the same as if the termination had been issued for in Section 14.4.

§ 14.3 Suspension by the Owner for Convenience

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

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. No adjustment shall be made to the extent

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

§ 14.4 Termination by the Owner for Convenience

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

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

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work;
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders; and
- .4 complete the performance of the Work not terminated, if any.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and any other adjustments otherwise set forth in the Agreement.

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

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

- .1 the termination was due to withdrawal of funding by the General Assembly, Governor, or State Fiscal Accountability Authority or the need to divert project funds to respond to an emergency as defined by Regulation 19-445.2110(B) of the South Carolina Code of Regulations, as amended;

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- .2 funding for the reinstated portion of the Work has been restored;
- .3 circumstances clearly indicate a requirement for the terminated Work; and
- .4 reinstatement of the terminated work is advantageous to the Owner.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. A voucher, invoice, payment application or other routine request for payment that is not in dispute when submitted is not a Claim under this definition. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Reserved

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Architect. Such notice shall include sufficient information to advise the Architect and other party of the circumstances giving rise to the Claim, the specific contractual adjustment or relief requested and the basis of such request. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later except as stated for adverse weather days in Section 15.1.6.2. By failing to give written notice of a Claim within the time required by this Section, a party expressly waives its Claim.

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

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, including any administrative review allowed under Section 15.6, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

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

§ 15.1.5 Claims for Additional Cost

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

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary. Claims for an increase in the Contract Time shall be based on one additional calendar day for each full calendar day that the Contractor is prevented from working.

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

- .1 Claims for adverse weather shall be based on actual weather conditions at the job site or other place of performance of the Work, as documented in the Contractor's job site log.

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

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

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

§ 15.1.7 Claims for Listed Damages

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

§ 15.1.7.1 For the Owner, listed damages are (i) lost revenue and profit, (ii) losses resulting from injury to business or reputation, (iii) additional or escalated overhead and administration expenses, (iv) additional financing costs, (v) costs suffered by a third party unable to commence work, (vi) attorney's fees, (vii) any interest, except to the extent allowed by Section 13.5 (Interest), (viii) lost revenue and profit for lost use of the property, (ix) costs resulting from lost productivity or efficiency.

§ 15.1.7.2 For the Contractor, listed damages are (i) lost revenue and profit, (ii) losses resulting from injury to business or reputation, (iii) additional or escalated overhead and administration expenses, (iv) additional financing costs, (v) attorney's fees, (vi) any interest, except to the extent allowed by Section 13.5 (Interest); (vii) unamortized equipment costs; and, (viii) losses incurred by subcontractors for the types of damages the Contractor has waive as against the Owner. Without limitation, this mutual waiver is applicable to all damages due to either party's termination in accordance with Article 14.

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

§ 15.1.8 Waiver of Claims Against the Architect

Notwithstanding any other provision of the Contract Documents, including Section 1.2.1, but subject to a duty of good faith and fair dealing, the Contractor waives all claims against the Architect and any other design professionals who provide design and/or project management services to the Owner, either directly or as independent contractors or subcontractors to the Architect, for listed damages arising out of or relating to this Contract. The listed damages are (i) lost revenue and profit, (ii) losses resulting from injury to business or reputation, (iii) additional or escalated overhead and administration expenses, (iv) additional financing costs, (v) attorney's fees, (vi) any interest; (vii) unamortized equipment costs; and, (viii) losses incurred by subcontractors for the types of damages the Contractor has waive as against the Owner. This mutual waiver is not applicable to amounts due or obligations under Section 3.18 (Indemnification).

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§ 15.2 Reserved

§ 15.3 Reserved

§ 15.4 Reserved

§ 15.5 Claim and Disputes - Duty of Cooperation, Notice, and Architects Initial Decision

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

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

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

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

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

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

§ 15.6 Dispute Resolution

§ 15.6.1 If a Claim is not resolved pursuant to Section 15.5 to the satisfaction of either party, both parties shall attempt to resolve the dispute at the field level through discussions between Contractor's Representative and Owner's Representative. If a dispute cannot be resolved through Contractor's Representative and Owner's Representative, then the Contractor's Senior Representative and the Owner's Senior Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than twenty-one (21) days after such a request is made, to attempt to resolve such dispute. Prior to any meetings between the Senior Representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute. The meetings required by this Section are a condition precedent to resolution pursuant to Section 15.6.2.

§ 15.6.2 If after meeting in accordance with the provisions of Section 15.6.1, the Senior Representatives determine that the dispute cannot be resolved on terms satisfactory to both the Contractor and the Owner, then either party may submit the dispute by written request to South Carolina's Chief Procurement Officer for Construction (CPOC). Except as otherwise provided in Article 15, all Claims, or controversies relating to the Contract shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the

Init.

South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or in the absence of jurisdiction a federal court located in, Richland County, State of South Carolina. Contractor agrees that any act by the State regarding the Contract is not a waiver of either the State's sovereign immunity or the State's immunity under the Eleventh Amendment of the United States Constitution.

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

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

§ 15.6.5 Service of Process

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

ARTICLE 16 PROJECT-SPECIFIC REQUIREMENTS AND INFORMATION

Refer to the attached special provisions including but not limited to [Section 00800] – CDBG MIT Grant Special Provisions nd Section 00805 - SCOR Section 3 Policy.

Contractor will purchase and install work-site signage for Section 3 and SCOR Mitigation acknowledgement. The contractor will work with SCOR to ensure proper verbiage and logos are included on the signs and get SCOR approval to order the signage.

SE-355 PERFORMANCE BOND

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

Name: _____
Address: _____

hereinafter referred to as “Contractor”, and *(Insert full name and address of principal place of business of Surety)*

Name: _____
Address: _____

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

Name: South Carolina Office of Resilience
Address: 632 Rosewood Drive
Columbia, SC 29201

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: Horry County Buyout Demolition
State Project Number: D30-N027-MJ
Brief Description of Awarded Work: Demolition of 33 properties and site stabillization

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

Name: E. L. Robinson
Address: 1301 Gervais Street
Columbia SC 29201

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

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

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

BOND NUMBER _____

CONTRACTOR

SURETY

By: _____
(Seal)

By: _____
(Seal)

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____
(Attach Power of Attorney)

Witness: _____

Witness: _____

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

SE-355

PERFORMANCE BOND

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

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Agency for the full and faithful performance of the contract, which is incorporated herein by reference.
2. If the Contractor performs the contract, the Surety and the Contractor have no obligation under this Bond, except to participate in conferences as provided in paragraph 3.1.
3. The Surety's obligation under this Bond shall arise after:
 - 3.1 The Agency has notified the Contractor and the Surety at the address described in paragraph 10 below, that the Agency is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If the Agency, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the Agency's right, if any, subsequently to declare a Contractor Default; or
 - 3.2 The Agency has declared a Contractor Default and formally terminated the Contractor's right to complete the Contract.
4. The Surety shall, within 15 days after receipt of notice of the Agency's declaration of a Contractor Default, and at the Surety's sole expense, take one of the following actions:
 - 4.1 Arrange for the Contractor, with consent of the Agency, to perform and complete the Contract; or
 - 4.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Agency for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the Agency and the contractor selected with the Agency's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract, and pay to the Agency the amount of damages as described in paragraph 7 in excess of the Balance of the Contract Sum incurred by the Agency resulting from the Contractor Default; or
 - 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and:
 - 4.4.1 After investigation, determine the amount for which it may be liable to the Agency and, within 60 days of waiving its rights under this paragraph, tender payment thereof to the Agency; or
 - 4.4.2 Deny liability in whole or in part and notify the Agency, citing the reasons therefore.
5. Provided Surety has proceeded under paragraphs 4.1, 4.2, or 4.3, the Agency shall pay the Balance of the Contract Sum to either:
 - 5.1 Surety in accordance with the terms of the Contract; or
 - 5.2 Another contractor selected pursuant to paragraph 4.3 to perform the Contract.
 - 5.3 The balance of the Contract Sum due either the Surety or another contractor shall be reduced by the amount of damages as described in paragraph 7.
6. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond 15 days after receipt of written notice from the Agency to the Surety demanding that the Surety perform its obligations under this Bond, and the Agency shall be entitled to enforce any remedy available to the Agency.
 - 6.1 If the Surety proceeds as provided in paragraph 4.4 and the Agency refuses the payment tendered or the Surety has denied liability, in whole or in part, then without further notice the Agency shall be entitled to enforce any remedy available to the Agency.
 - 6.2 Any dispute, suit, action or proceeding arising out of or relating to this Bond shall be governed by the Dispute Resolution process defined in the Contract Documents and the laws of the State of South Carolina.
7. After the Agency has terminated the Contractor's right to complete the Contract, and if the Surety elects to act under paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Agency shall be those of the Contractor under the Contract, and the responsibilities of the Agency to the Surety shall be those of the Agency under the Contract. To a limit of the amount of this Bond, but subject to commitment by the Agency of the Balance of the Contract Sum to mitigation of costs and damages on the Contract, the Surety is obligated to the Agency without duplication for:
 - 7.1 The responsibilities of the Contractor for correction of defective Work and completion of the Contract; and
 - 7.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and
 - 7.3 Damages awarded pursuant to the Dispute Resolution Provisions of the Contract. Surety may join in any Dispute Resolution proceeding brought under the Contract and shall be bound by the results thereof; and
 - 7.4 Liquidated Damages, or if no Liquidated Damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the Contractor.
8. The Surety shall not be liable to the Agency or others for obligations of the Contractor that are unrelated to the Contract, and the Balance of the Contract Sum shall not be reduced or set-off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Agency or its heirs, executors, administrators, or successors.
9. The Surety hereby waives notice of any change, including changes of time, to the contract or to related subcontracts, purchase orders and other obligations.
10. Notice to the Surety, the Agency or the Contractor shall be mailed or delivered to the address shown on the signature page.
11. Definitions
 - 11.1 Balance of the Contract Sum: The total amount payable by the Agency to the Contractor under the Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts to be received by the Agency in settlement of insurance or other Claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Contract.
 - 11.2 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform the Contract or otherwise to comply with the terms of the Contract.

SE-357 LABOR & MATERIAL PAYMENT BOND

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

Name: _____
Address: _____

hereinafter referred to as “Contractor”, and *(Insert full name and address of principal place of business of Surety)*

Name: _____
Address: _____

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

Name: South Carolina Office of Resilience
Address: 632 Rosewood Drive
Columbia, SC 29201

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: Horry County Buyout Demolition
State Project Number: D30-N027-MJ
Brief Description of Awarded Work: Demolition of 33 properties and site stablization

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

Name: E. L. Robinson
Address: 1301 Gervais Street
Columbia, SC 29201

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

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

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

BOND NUMBER _____

CONTRACTOR

SURETY

By: _____
(Seal)

By: _____
(Seal)

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____
(Attach Power of Attorney)

Witness: _____

Witness: _____

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

SE-357

LABOR & MATERIAL PAYMENT BOND

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

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

SE-380

CHANGE ORDER NO.: _____

CHANGE ORDER TO DESIGN-BID-BUILD CONTRACT

AGENCY: SC Office of Resilience

PROJECT NAME: Horry County Buyout Demolition

PROJECT NUMBER: D30-N027-MJ

CONTRACTOR: _____

This Contract is changed as follows: *(Insert description of change in space provided below.)*

ADJUSTMENTS IN THE CONTRACT SUM:

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

ADJUSTMENTS IN THE CONTRACT TIME:

| | | |
|---|--------|------|
| 1. Initial Date for Substantial Completion: | | |
| 2. Sum of previously approved increases and decreases in Days: | | Days |
| 3. Change in Days for this Change Order: | | Days |
| 4. Total Number of Days added to this Contract including this Change Order: | 0 Days | |
| 5. New Date for Substantial Completion: | | |

AGENCY ACCEPTANCE AND CERTIFICATION:

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

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

Print Name of Representative: _____

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

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

SUBMIT THE FOLLOWING TO OSE

- SE-380, completed and signed by the Agency.
- SE-380, Page 2, completed and signed by the Contractor, A/E and Agency, with back-up information to support request.

SE-380, Page 2

CHANGE ORDER REQUEST NO.: _____

CHANGE ORDER REQUEST SUMMARY – DESIGN-BID-BUILD

AGENCY: SC Office of Resilience

PROJECT NAME: Horry County Buyout Demolition

PROJECT NUMBER: D30-N027-MJ

CONTRACTOR: _____

This Contract is requested to be changed as follows: *(Insert description of change in space provided below.)*

ADJUSTMENTS IN THE CONTRACT TIME: Requested Change in Days for this Change Order: _____ Days

| | | | (1) Contractor | (2) Subcontractor | (3) TOTAL |
|--|-----|---|-------------------|----------------------|--------------|
| Direct Costs (Provide back-up, including hourly rates, invoices, manhours, etc.) | 1. | Labor | | | |
| | 2. | Materials (including Sales Tax) | | | |
| | 3. | Rental Charges | | | |
| | 4. | Subtotal Direct Costs (sum lines 1 – 3) | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| Contractor Markup (per AIA A201, Section 7.1.5) | 5. | Contractor OH&P (not to exceed 17% of line 4, col 1) | | | |
| | 6. | Subcontractor's OH&P (not to exceed 17% of line 4, col 2) | | | |
| | 7. | Contractor markup on Subcontractor (not to exceed 10% of line 4, col 2) | | | |
| | 8. | Total Contractor Markup (sum lines 5 – 7) | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| Additional Bonding, Insurance and Permit Costs Associated with Change Order | 9. | Bonds | | | |
| | 10. | Insurance | | | |
| | 11. | Permits, Licenses or Fees | | | |
| | 12. | Subtotal (sum lines 9 – 11) | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| TOTAL | 13. | Change Order Cost (sum lines 4, 8, 12, col 3) | | | \$ 0.00 |

ADJUSTMENTS IN THE CONTRACT SUM: Amount of this Change Order Request: \$ _____

CONTRACTOR ACCEPTANCE:

BY: _____ Date: _____
(Signature of Representative)

Print Name of Representative: _____

A/E RECOMMENDATION FOR ACCEPTANCE:

BY: _____ Date: _____
(Signature of Representative)

Print Name of Representative: _____

AGENCY ACCEPTANCE:

BY: _____ Date: _____
(Signature of Representative)

Print Name of Representative: _____

Instruction to Contractor: Attach documentation as needed to justify the requested change to the contract and submit to A/E or Agency.

SECTION 00800 CDBG-MIT GRANT PROGRAM SPECIAL PROVISIONS

PART 1 GENERAL

1. *CDBG-MIT Grant Program Introduction*
 - A. This project is funded in part by and is subject to all applicable requirements of the Community Development Block Grant-Mitigation (CDBG-MIT) grant program, funded and regulated at the federal level by the U.S. Department of Housing and Urban Development (HUD) and administered by the State of South Carolina. South Carolina Office of Resilience Disaster Recovery Division (SCOR-DRD) is designated as the responsible entity for administering the CDBG-MIT funds allocated to this Project.
 - B. General:
 1. All contractors, including subcontractors must be registered in SAM and eligible to receive federal contracts. The contractor will be a licensed general contractor by the South Carolina Licensing Board of General Contractors. The Contractor shall be responsible for inspecting the site prior to commencing work to confirm the scope of the work.
 2. Subcontractor must submit all applicable forms including certification of debarment, licensing (if applicable), certificate of insurance, and conflicts of interest. It is the sole responsibility of the prime contractor to verify subcontractor eligibility based on factors such as past performance, proof of liability, insurance, and possession of federal tax identification number, debarment and state licensing requirements.
 3. The Contractor is required to comply with all federal, state, local, and program requirements and to fully coordinate with the SCOR, its DRD, the Owner, and their official designee(s). The Contractor is required to assume responsibility for the complete effort and enforcement of laws and regulations under this Contract. The Owner will consider the Contractor the sole point of contact with regard to contractual matters.
 4. The Contractor is required to ensure that all Contracts, including but not limited to subcontracts and vendor contracts, must contain all applicable provisions.
 5. These CDBG-MIT GRANT PROGRAM Special Provisions are in addition to all other requirements of the Contract Documents and do not relieve the Contractor of any contractual responsibilities under its contracts or local, state, or federal law, or Executive Orders.
 6. The Contractor agrees to comply with all CDBG-MIT requirements as well as other federal and state laws, regulations, or Executive Orders, including such as may be required by revisions and additions or changes in the requirements, regulations, and laws governing the CDBG-MIT Program.
 7. In accordance with 2 CFR Part 200, the cost plus a percentage of cost and percentage of construction cost methods of contracting shall not be used. This provision shall supersede any conflicting provision in an executed

contract document or agreement funded in whole or in part with CDBG funds.

2. *Amendments*

1. Any changes to this Contract affecting the scope of work of the Project must be approved, in writing, by the Owner and the Contractor and shall be incorporated in writing into this Contract. Any amendments of the original contract must have written approval by the SCOR prior to execution.

3. *Contractor Record Keeping and Reporting*

- A. Accurate record keeping is crucial to the successful management of CDBG-MIT funded activities. Insufficient documentation could lead to monitoring findings and repayment of funds. The Contractor must establish a record-keeping system to document compliance with all federal, state, local, and program requirements.
- B. The Contractor agrees to complete and submit all reports, in such form and according to such schedule, as may be required in the Contract Documents or by the request of the SCOR, Owner, or their designee. Further, the Contractor agrees to require any subcontractors to submit reports that may be required and to incorporate such language in its agreements. Failure to meet deadlines with the required information could result in sanctions.
- C. All required information associated with this Project must be submitted to SCOR or its designee in a timely manner.
- D. Records shall be retained for the greater of three years from final completion of the Project, or the period required by other applicable federal and state laws and regulations and must be available for review upon request by HUD, SCOR, the Owner, or other entities.

4. *Program Related Fraud, Waste, and Abuse*

- A. The SCOR takes the detection, investigation and prosecution of fraud, waste, and abuse very seriously. SCOR has a fraud, waste, and abuse reporting program that complies with South Carolina and federal laws.

5. *Remedies*

If you suspect that an employee, program provider, or contractor has engaged in program related fraud, waste, or abuse, please contact the SCOR via:

Phone: 1-844-506-5436

Email: fraudreporting@s cdr.sc.gov

Mail: ATTN: Fraud/Waste/Abuse 632 Rosewood Dr. Columbia, SC 29201

Remedies - Contracts for more than the simplified acquisition threshold (currently set at \$150,000), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.

- A. If the Contractor fails or refuses to comply with the provisions set forth herein, the SCOR- DRD, State or Owner may take any or all of the following actions: cancel, terminate or suspend in whole or in any part the contract, or refrain from extending

any further funds to the Contractor until such time as the Contractor is in full compliance.

6. *Rights to Inventions Made Under a Contract or Agreement*

- A. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

7. *Debarment and Suspension*

- A. Debarment and Suspension (Executive Orders 12549 and 12689)— A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

The Contractor must comply with Executive Orders 12549 and 12689 regarding Federal debarment and suspension regulations prior to entering into a financial agreement for any transaction as outlined below:

- a. Any procurement contract for goods and services, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold (which is \$100,000 and is cumulative amount from all federal funding sources).
 - b. Any procurement contract for goods and services, regardless of the amount, under which the Contractor will have a critical influence on or substantive control over the transaction. In addition, no contract may be awarded to any contractors who are ineligible to receive contracts under any applicable regulations of the State.
- B. All subcontractors must be cleared via a search of the SAM to ensure subcontractors are in good standing and have not been debarred. It is the sole responsibility of the Contractor to verify subcontractor eligibility based on factors such as past performance, proof of liability insurance, possession of a federal tax number, debarment, and state licensing requirements. The SAM portal may be found here:

<https://sam.gov/SAM/pages/public/searchRecords/search.jsf>

A copy of the SAM search result must be kept in the Contractor’s file.

8. *Records of Non-Federal Entities*

- A. Records of non-Federal Entities. The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United

States, the South Carolina Office of Resilience Disaster Recovery Division (SCOR DRD), and the pass-through entity, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the non-Federal entity which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents.

- B. All Contractor's records with respect to all matters covered by this Contract shall be made available at any time for audit and inspection by SCOR – DRD, the State or Owner or their representatives upon their request.

9. *Record Retention*

- A. Record Retention. Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a Subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:
 - 1. If any litigation, claim, or audit is started before the expiration of the 3- year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
 - 2. When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.
 - 3. Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition;
 - 4. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity;
 - 5. Records for program income transactions after the period of performance. In some cases, Subrecipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned;
 - 6. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates);
 - 7. If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention

period for its supporting records starts from the date of such submission;

8. If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

29.10 The Contractor agrees to submit such reports as required to document compliance with 24 CFR Part 135. Noncompliance with the regulations in 24 CFR Part 135 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts. *Contracting with Small and Minority Businesses, Women's Businesses, Women's Business Enterprises, and Labor Surplus Area Firms*

- A. Minority & Women-Owned Business Enterprises (M&WBE) - the Contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible; Affirmative steps must include:
 1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
 2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
 3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.
 5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business, and the City of Charleston's Minority & Women-Owned Business Enterprise Office.

29.11 *Equal Employment Opportunity*

- A. Equal Employment Opportunity - Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- B. In carrying out the Project, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor must take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment,

upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this non-discrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. The Contractor will, in all solicitations or advertisements for employees by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. The Contractor shall incorporate the foregoing requirements of this paragraph in all of its subcontracts for the Project unless exempted by rules, regulations, or orders of the State issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor.

- C. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the State advising the said labor union or workers' representatives of the Contractor's commitment under this Section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the State, or pursuant thereto, and will permit access to its books, records, and accounts by SCOR and the State for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- E. In the event of the Contractor's noncompliance with the non-discrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further State government contracts or federally assisted construction contract procedures authorized in Executive Order 11246 of September 24, 1965, or by rules, regulations, or orders of the State, or as otherwise provided by law.

29.12 Davis-Bacon Act Compliance

- A. Not Required under this contract.**

29.13 Copeland Act

- A. The Contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this Contract.

29.14 Contract Work Hours and Safety Standards Act

- A. Contract Work Hours and Safety Standards Act ⁹(40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not

less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

The Contractor is solely responsible for ensuring that Contractor and any subcontractors insert in any subcontract the poster requirements contained in 29 CFR 5.5(a)(I).

As used in this Section, the terms "laborers" and "mechanics" include watchmen and guards.

1. Contract Work Hours.

- a. Overtime Requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States in the case of work done under contract for the District of Columbia a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violations of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this Section.
- c. Withholding for unpaid wages and liquidated damages. SCOR- DRD, HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract, or any other Federal contract with the same prime contract, or any other Federally- assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2)of this paragraph.
- d. Subcontracts. The contractor or subcontractor shall insert in any

subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this Section 16.

2. Health and Safety.

- a. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to this health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
- b. The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, 40 USC 3701 et. seq.
- c. The Contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

29.15 Clean Air Act and Clean Water Act

- A. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended Contracts and subcontracts of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- B. This Contract is subject to the requirements of the Clean Air Act, as amended, 42 USC § 7401 et seq., the Federal Water Pollution Control Act (Clean Water Act), as amended, 33 USC § 1251 et seq., and the regulations of the Environmental Protection Agency with respect to 40 CFR Part 15, as amended from time to time, and the South Carolina Stormwater Management and Sediment Reduction Act.
- C. Any facility to be utilized in the performance of this Contract must not be listed on the List of Violating Facilities, issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR§ 15.20.
- D. The Contractor and its subcontractors must stipulate that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the List of Violating Facilities, issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR § 15.20.
- E. Through performance of Work under this Contract, the Contractor agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended (42 USC § 7414) and Section 308 of the Federal Water Pollution Control Act, as

amended (33 USC § 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Sections 114 and 308, and all regulations and guidelines issued thereunder.

- F. The Contractor is required to give prompt notice to Owner of any notification received from the Director, Office of Federal Activities, EPA, or other entities indicating that a facility utilized or to be utilized for the contract under consideration is to be listed on the EPA list of Violating Facilities.
- G. The Contractor will include or cause to be included the criteria and requirements in this Section in every nonexempt subcontract. The Contractor is required to take such action as the State may direct as a means of enforcing such provisions.

29.16 Byrd Anti-Lobbying Amendment

- A. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- B. The Contractor will include or cause to be included the criteria and requirements in the Section in every nonexempt subcontract. The Contractor is required to take such action as the State may direct as a means of enforcing such provisions.

29.17 Solid Waste Disposal Act

- A. Solid Waste Disposal Act. The Contractor and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

29.18 Domestic Preferences for Procurements

- A. As appropriate and to the extent consistent with law, the Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this Section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- B. For purposes of this Section:

1. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

29.19 Workers' Compensation Certification and Compliance

- A. The Contractor is required to certify in writing that the Contractor provides workers' compensation insurance coverage for each employee of the contractor employed on the Project.
- B. The Contractor is required to obtain a certificate in writing from each subcontractor on the Project that the subcontractor provides workers' compensation insurance coverage for each employee of the subcontractor employed on the Project.
- C. The Contractor shall provide Contractor's certification and each subcontractor's certification to the Owner.

29.20 Mandatory Pre-Construction Conference

- A. A mandatory pre-construction conference will be held at a time / date / location to be reasonably determined by Owner. The Contractor is responsible for ensuring attendance of representatives of Contractor, Subcontractor(s), Inspector(s), and all applicable utility companies.

29.21 Project Payroll Reviews

- A. The Contractor is responsible for preparing a weekly certified payroll report for the Contractor and all subcontractors and submitting such to Owner on a weekly basis beginning with the first week in which construction begins on the project and for every week after until the work is complete.
- B. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the Work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section I (b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section I(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment of provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices and trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-

0017.)

1. The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to Owner or its designee for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014- 1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget Under OMB Control Number 1215-0129.)
 2. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays for supervises the payment of the persons employed under the contract and shall certify the following:
 - a. That the payroll for the payroll period contains the information required to be maintained under 29 CFR 5.5 (a)(3)(i) and that such information is correct and complete;
 - b. That each laborer or mechanic (including each apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;
 - c. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
 3. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by Paragraph 30.22.B.2.
 4. The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.
- C. The Contractor or subcontractor shall make the records required under this Section available for inspection, copying, or transcription by authorized representatives of the Owner, SCDOR– DRD, HUD or its designee, and the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

END OF
SECTION

SECTION 00805 SCOR SECTION 3 POLICY

29.1 Section 3 Compliance

- A. The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implements Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause and will post copies of the notice in conspicuous places at the work site, where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under

this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with this Section 7(b).

- N. The South Carolina Office of Resilience (SCOR) will follow the guidance laid out in Section 3 of the Housing and Urban Development Act of 1968, as amended. Section 3 requires SCOR to ensure that training, employment, and other economic opportunities generated by certain HUD financial assistance shall be directed, to the greatest extent feasible, and consistent with existing federal, state, and local laws and regulations, to low- and very low-income persons. Section 3 regulations do not mean Grantees or contractors are required to hire Section 3 residents or award contracts to Section 3 businesses. SCOR will ensure that Section 3 language is incorporated in all applicable contracting documents generated in conjunction with the use of HUD funding.
- O. All contractors and subcontractors working on covered projects must make a good faith effort to meet the following Section 3 goals. Good faith effort means taking and documenting actions to expand local economic opportunities. Such actions would include:
- Notifying Section 3 residents and businesses of available contract jobs, training, and employment opportunities,
 - Encouraging Section 3 residents and businesses to apply, and
 - Actually, employing them or awarding contracts.
- P. The Section 3 goals, which must be met are listed below:
- Section 3 Workers should make up at least 25% of all labor hours, and
 - Targeted Section 3 Workers should make up at least 5% of all labor hours. This 5% can be included as a part of the 25% overall goal.
 - Subrecipients, contractors and subcontractors must report their efforts to meet Section 3 requirements by completing HUD Form 60002 at HUD's online reporting center. Directions can be found at:
<https://www.hud.gov/sites/documents/1560002INSTRUCTIONS.PDF>
- Q. Copies of these reports must be sent to the SCOR Project Manager on a weekly basis. Contractors not meeting Section 3 numerical goals must demonstrate why meeting the goals was not feasible and will be given additional reporting requirements.
- R. A Section 3 Worker is any worker who currently fits or when hired within the past five years fit into at least one of the following categories, as documented:
- The worker's income for the previous annualized calendar year would categorize them as low or very-low income,
 - The worker is employed by a Section 3 business concern, or

- The worker is a participant of a YouthBuild program receiving assistance under the Workforce Innovation and Opportunity Act.

When considering a Section 3 Worker's Qualifications, their status may not be negatively affected by a prior arrest or conviction. However, this should not be construed as requiring the employment of a person who meets the definition of a Section 3 worker. Section 3 workers are not exempt from meeting all required qualifications of any position to be filled.

A Targeted Section 3 Worker is a worker described in §§ 75.11, 75.21, or 75.29 who is currently employed or who was hired within the past five years and is still employed by a Section 3 business concern, and is documented to be:

- A resident of public housing or Section 8-assisted housing,
- A resident of another project managed by the PHA (Public Housing Authority) that is expending assistance, or
- A participant of a YouthBuild program receiving assistance under the Workforce Innovation and Opportunity Act.

When considering qualifications for Targeted Section 3 Workers, their status may not be negatively affected by a prior arrest or conviction. However, this should not be construed as requiring the employment of a person who meets the definition of a Targeted Section 3 worker. Targeted Section 3 workers are not exempt from meeting all required qualifications of any position to be filled.

A Section 3 Business Concern is a business, which was documented in the last six-month period to meet at least one of the following criteria:

- It is at least 51% owned and controlled by low- or very low-income persons,
- It is at least 51% owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing, or
- Over 75% of the labor hours performed for the business over the prior three-month period were performed by Section 3 workers.

A Section 3 Worker is any worker who currently fits or when hired within the past five years fit into at least one of the following categories, as documented:

- The worker's income for the previous annualized calendar year would categorize them as low or very-low income,
- The worker is employed by a Section 3 business concern, or
- The worker is a YouthBuild participant.

END OF
SECTION

SECTION 01010
SUMMARY OF WORK

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Work covered by Contract Documents.
- B. Contractor use of site.
- C. Contractor Duties.

1.02 WORK COVERED BY CONTRACT DOCUMENTS

The purpose of the project is to provide a buyout for the 33 parcels that have been damaged due to flooding during storm systems. The program will allow the residents that have experienced the flooding to sell their properties at a fair market price. Upon completion of the buyout, the onsite structures will be demolished, and the parcels will be cleared of all debris. The parcels, where demolition activities are to occur, will be converted to green space in perpetuity. By converting the spaces to greenspace, it will allow stormwater to flow through the area without the risk of endangering the residents. The newly converted greenspace will allow for additional flood storage, reduce sedimentation, and promote infiltration of the floodplain, and allow for the area to return to its original condition and natural contours.

The Owner will accept separate sealed bids for the complete demolition, disposal, and site clean-up of 33 developed parcels identified in the above section. The parcels contain stick-built structures and/or Mobile Home Units that have been used as single-family residential properties along with any and all interior and exterior furniture, appliances, outbuildings, sidewalks, driveways, fencing, debris, in-ground or above-ground pools, abandoned cars/equipment and all impermeable surfaces.

Work on this project will include: the demolition, removal, and proper disposal of all construction materials above of structures for each structure, inclusive of any collapsed structures and any accessory buildings; removal of all buried pipes, piers, cinder blocks, piles and footings for each structure; removal, disposal, and sealing of all underground utilities at the street right-of-way, proper disposal of structures and debris pile; removal and proper disposal of lead contaminated materials, if encountered; removal and proper disposal of UST(s), if encountered; grading and filling of the site; and establishing site protection, grassing, and stormwater controls. No known USTs have been encountered on this project. If UST is discovered, contact SCOR before proceeding with removal.

Full demolition, including removal of slabs, and basements with the end goal being an empty lot devoid of any items except for saving pre-existing vegetation, trees, and shrubbery where applicable.

The lots shall be left clean and free of debris. All materials from the sites shall be disposed of properly in accordance with all regulations. No on-site burning or burying of materials is permitted.

Following demolition, the property will be graded and seeded to stabilize the site.

The final use of the project will not have occupants or conflict with the intended use of the site. Based on the project scope, minor mitigation will be required for the project to be in compliance with

this factor.

Asbestos: A link to the individual asbestos reports is in the appendices of this project manual.

Examination of Bid Documents and Site

It is the responsibility of each Bidder before submitting Bid, to (a) examine the Bid Documents thoroughly, (b) visit the site to become familiar with local conditions that may affect cost, progress, performance or furnishing of the Work, (c) consider federal, state and local laws and regulations that may affect cost, progress, and performance or furnishing of the Work, (d) study and carefully correlate Bidder's observations with the Bid Documents, and (e) notify Owner of all conflicts, errors or discrepancies in the Bid Documents.

Before submitting a Bid each Bidder shall be responsible to make or obtain such explorations, tests and data concerning physical conditions (surface and underground facilities) at or contiguous to the site, or otherwise which may affect cost, progress, performance or furnishing of the Work and which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Bid Documents.

On request, in advance, SCORD shall provide each Bidder access to the site to conduct such explorations and tests as each Bidder deems necessary for submission of a Bid. Bidder shall fill all holes, clean up and restore the site to its former condition upon completion of such explorations.

Preexisting Infrastructure

All existing stormwater infrastructure to remain in place as-is. Do not demolish or fill in any preexisting drainage ditches or stormwater infrastructure, whether green infrastructure or gray infrastructure.

1.03 CONTRACTOR USE OF SITE

- A. Access to Site: All work is to be performed on the project site and within existing, property, rights-of-way and easements provided by the South Carolina Office of Resilience and Horry County. No additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by Contractor.
- B. Construction Operations: Limited to areas noted on Drawings.
- C. Confine operations at site to areas permitted by Law, ordinances, permits and these Contract Documents.
- D. Do not unreasonably encumber site with materials or equipment.
- E. Do not load work with weight that will endanger work.
- F. Assume full responsibility for protection and safekeeping of products stored on premises.
- G. Contractor shall not enter any wetland areas identified on the Existing Condition sheets.

1.03 CONTRACTOR'S DUTIES

- A. Before submitting a Bid each Bidder shall be responsible to make or obtain such explorations, tests and data concerning physical conditions (surface and underground facilities) at or contiguous to the site, or otherwise which may affect cost, progress, performance or furnishing of the Work and which Bidder deems necessary to determine its

Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Bid Documents.

- B. On request, in advance, SCOR shall provide each Bidder access to the site to conduct such explorations and tests as each Bidder deems necessary for submission of a Bid. Bidder shall fill all holes, clean up and restore the site to its former condition upon completion of such explorations.
- C. Preexisting Infrastructure - All existing stormwater infrastructure to remain in place as-is. Do not demolish or fill in any preexisting drainage ditches or stormwater infrastructure, whether green infrastructure or gray infrastructure.
- D. Except as specifically noted, provide and pay for:
 - 1. Labor, material, tools, construction equipment and machinery.
 - 2. Other facilities and services necessary for proper execution and completion of Work.
- E. Pay legally required sales, consumer and use taxes.
- F. Secure and pay for, as necessary for proper execution and completion of Work, and as applicable at time of bid receipt:
 - 1. Permits for temporary facilities for facilities, and other similar ancillary permits. Major permits including land disturbance, building permit, tap fees, etc. will be paid for by the Owner.
 - 2. Government fees
 - 3. Licenses
- D. Give required notices.
- E. Comply with codes, ordinances, rules, regulations, orders, and other legal requirements of public authorities which bear on performance of Work. Per Horry County Noise Ordinance Section 13-32. -Certain noises prohibited, except for emergency responses, the Contractor shall schedule work between the hours of 7:00 a.m. and 11:00 p.m. For property located within a platted major residential subdivision, the erection (including excavation), demolition, alteration or repair of any building other than between the hours of 7:00 a.m. and 7:00 p.m. Monday through Friday, 8:00 a.m. and 5:00 p.m. on Saturday, and 9:00 a.m. to 5:00 p.m. on Sunday.
- F. Promptly submit written notice to Engineer of observed variance of Contract Documents from legal requirements.
- G. Enforce strict discipline and good order among employees. Do not employ on Work:
 - 1. Unfit persons.
 - 2. Persons not skilled in assigned task.
- H. Coordinate with Owner and Engineer with regards to Contractor's work.
- I. The Contractor shall be responsible for inspecting the site prior to commencing work to confirm the scope of the work. Any quantities listed by the SCORD in the plans, specifications or survey are done so as approximations. The calculation and verification of actual quantities of materials to be encountered is the responsibility of the Contractor.
- J. The Contractor shall furnish and is responsible for all costs including, but not limited to

permit fees, labor, materials, services, insurance, bonding and equipment necessary to carry out the requirements of this contract in accordance with the plans and specifications. The Contractor will be responsible for all costs associated with employee monitoring to meet project requirements.

- K. Contractor shall secure all permits required for building demolition. Contractor shall contact applicable state and local officials and secure applicable permits and written approval to begin demolition prior to beginning work. Contractor shall submit to SCORD copies of all permits and written correspondence to and from state and local officials concerning building demolition.
- L. The Contractor is expected to attend a pre-construction meeting at the project site to discuss pertinent issues regarding the subject project. The supervisor / superintendent intended to serve on this project for the Contractor shall attend the pre-construction meeting.
- M. Contractor shall verify that the house they are about to demolish is the correct house, and that all activities identified by their pre-demolition survey before have been conducted and the house cleared for demolition, and proper permits acquired before commencing demolition.
- N. Contractor shall locate and mark all utilities prior to the beginning of demolition.
- O. Contractor shall remove, dispose of, and properly seal any underground utilities at the street right-of-way.
- P. Contractor shall dispose of demolition debris at an appropriate landfill.
- Q. The Contractor will be responsible for all costs of transport and proper disposal of all demolition debris.
- R. The Contractor will be responsible for all landfill fees. Landfill tickets must be submitted with all invoices for payment to be processed.
- S. Required permitting may include, but is not limited to, asbestos abatement, hazardous waste removal and disposal, Horry County stormwater maintenance, National Pollutant Discharge Elimination System (NPDES), the Environmental Protection Agency (EPA), Army Corp of Engineers (ACE), and OSHA regulations, along with any applicable state and local government regulations. local building/demolition, state building/demolition, landfilling permit.
- T. All contractors shall purchase appropriate business licenses from Horry County and/or any required by city/town/municipality and maintain it for the life of the Contract.
- U. The Contractor/Employer has and assumes the responsibility of proceeding in such a manner that s/he offers her/his employees a workplace free of recognized hazards causing or likely to cause death or serious injury.
- V. The Contractor is responsible for all costs, including additional visits, should the SCORD and/or the SCORD determine that the contractor failed a final inspection. Notification and scheduling of the final inspection during the project is the responsibility of the Contractor. The Contractor will allow a minimum notice of 48 hours unless a different time frame is

agreed upon by the SCORD and the Contractor. The contractor must complete weekly progress reports, including photographic documentation of the sites. Reports must be provided to SCORD each Tuesday following the completion of a work week.

- W. The Contractor shall give any necessary notification of the demolitions to the Owner, DHEC, EPA, ACE, OSHA or any other required notifications by Local, State or Federal government. Any fees associated with such notifications shall be included in the Bid price for demolition.

Permits may include but are not limited to:

- Obtaining a demolition permit to be posted for the duration of demolition.
- Completing & submitting and obtaining an Erosion & Sediment Control Permit (if applicable)
- Completing & submitting an Asbestos Notification of Demolition
- Completing & submitting permits regarding Coastal Zoning permits

X. One address has been identified as containing asbestos, as identified in plan set.

Y. In general, the scope of work will entail the abatement, transportation, and proper off- site disposal of Asbestos Containing Materials (ACM) from the structures, and the building material debris. The demolition debris from the structure and building materials will be treated as asbestos waste.

Z. The Contractor must comply with SCDHEC Regulation 61-86.1 – “Standards of Performance for Asbestos Projects”.

AA. All required Air Monitoring during the asbestos abatement will be contracted separately and is not the responsibility of the Contractor retained under this Request for Bids

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

SECTION 01300 SUBMITTALS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Submittal procedures.
- B. Preliminary Schedules.
- C. Shop drawings.
- D. Product data.
- E. Engineer's Action

1.2 RELATED SECTIONS

- A. Section 01700 - Contract Closeout: Contract warranty and manufacturer's certificates closeout submittals.

1.3 SUBMITTAL PROCEDURES

- A. Transmit each submittal with Engineer accepted form.
- B. Sequentially number the transmittal form. Revise submittals with original number and a sequential alphabetic suffix.
- C. Identify Project, Contractor, Subcontractor or supplier; pertinent Drawing sheet and detail number(s), and specification Section number, as appropriate.
- D. Apply Contractor's stamp, signed or initialed certifying that review, verification of Products required, field dimensions, adjacent construction Work, and coordination of information, is in accordance with the requirements of the Work and Contract Documents.
- E. Schedule submittals to expedite the Project and deliver to Engineer at business address. Coordinate submission of related items.
- F. For each submittal for review, allow 2 weeks for initial Engineer's review and 1 week for resubmitted reviews, excluding delivery time to and from the Contractor.
- G. Identify variations from Contract Documents and Product or system limitations which may be detrimental to successful performance of the completed Work.
- H. Group submittals into systems, processes, and as indicated by individual specification section.
- I. Provide space for Contractor and Engineer review stamps.
- J. Revise and resubmit submittals as required, identify all changes made since previous submittal.

- K. Distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report any inability to comply with provisions.
- L. Submittals not requested will not be recognized or processed.

1.4 PRELIMINARY SCHEDULES

- A. Immediately after execution and delivery of the Contract, and before the first partial payment is made, the Contractor shall deliver to the Owner an estimated construction progress schedule in a form satisfactory to the Owner, showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the Contract Documents and the anticipated amount of each monthly payment that will become due the Contractor in accordance with the progress schedule.
- B. Each property shall be submitted for payment separately. The request for payment shall include all work necessary for the demolition, removal, and proper disposal of all construction materials above and below grade for each structure, inclusive of the collapsed wooden structure and any accessory buildings; removal of all buried pipes and footings for each structure; removal, disposal, and sealing of all underground utilities at the street right-of-way; lead and asbestos abatement and proper disposal of ACM from the structures and debris pile; removal and proper disposal of lead contaminated materials; removal and proper disposal of UST if encountered; grading and filling of the site; and establishing site protection, grassing, and stormwater controls.
- C. Within 10 days after date of Owner-Contractor Agreement, submit complete preliminary schedules for:
 - 1. Shop Drawing and Samples: list of each required submittal and the times for submitting, reviewing and processing each submittal.
 - 2. Construction schedule
 - 3. Schedule of Values for all Work.
- D. 10 days before the first Application of Payment, provide a meeting with the Engineer and SCOR Project Manager to review proposed schedules. Contractor shall have 10 days to make changes and resubmit for approval. No Payment shall be made to Contractor until schedules are accepted by Engineer.

1.5 SHOP DRAWINGS

- A. Submit electronic sets of the shop drawings in pdf format. Only one pdf is required.
- B. After review, distribute in accordance with Submittal Procedures Article above and for Record Documents purposes as described in Section 01700 - Contract Closeout.
- C. Indicate special utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.

1.6 PRODUCT DATA

- A. Submit electronic sets of the shop drawings in pdf format. Only one pdf is required.
- B. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information unique to this Project.
- C. After review, distribute in accordance with Article on Submittal Procedures above and provide copies for Record Documents described in Section 01700 - Contract Closeout.

1.7 ENGINEER'S ACTION

- A. The Engineer will review each submittal marking it with the appropriate "Action". Where the submittal must be held for coordination, the Engineer will so advise the Contractor.
- B. Items submitted as a shop drawing that are not specified will be returned without action.
- C. The Engineer will stamp each submittal to be returned with a uniform, self explanatory action stamp, appropriately marked and executed.
 - 1. Approved
 - a. Final Unrestricted Release: Work covered by the submittal may proceed provided it complies with the requirements of the Contract Documents; acceptance of the work will depend upon that compliance.
 - 2. Approved as Noted
 - a. Final but Restricted Release: Work covered by this submittal may proceed provided it complies with both the Engineer's notations or corrections on the submittal and with the requirements of the Contract Documents; acceptance of the work will depend on that compliance.
 - 3. Revise and Resubmit
 - a. Returned for Resubmittal: Do not proceed with the work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Revise the submittal or prepare a new submittal in accordance with the Engineer's notations stating the reasons for returning the submittal; resubmit the submittal without delay. Do not permit submittals marked "Revise and Resubmit" at the project site, or elsewhere work is in progress.
 - 4. Not Approved
 - a. Rejected: Do not proceed with work covered by this submittal. This marking indicates that the submittal does not meet the design concept of the project and does not conform the Contract Documents.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not used

END OF SECTION

OSECTION 01400 QUALITY CONTROL

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Quality assurance and control of installation.
- B. References.
- C. Inspection and testing laboratory services.

1.2 RELATED SECTIONS

- A. Section 01300 - Submittals: Submission of Manufacturers' Instructions and Certificates.

1.3 QUALITY ASSURANCE/CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, Products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply fully with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Engineer before proceeding.
- D. Comply with specified standards as a minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Perform work by persons qualified to produce workmanship of specified quality.
- F. Secure Products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion or disfigurement.
- G. Owner shall be responsible for securing a third party air monitoring consultant for asbestos. The air monitor cannot be a direct employee of the asbestos contractor,**

1.4 REFERENCES

- A. Conform to reference standard by date of issue current on date of Contract Documents.
- B. Obtain copies of standards when required by Contract Documents.
- C. Should specified reference standards conflict with Contract Documents, request clarification for Engineer before proceeding.
- D. The contractual relationship of the parties to the Contract shall not be altered from the Contract Documents by mention or inference otherwise in any reference document.

1.5 INSPECTION AND TESTING LABORATORY SERVICES

- A. Unless otherwise specifically provided for in the Specifications, the inspection and testing of material and finished articles to be incorporated in the work at the site shall be made by bureaus, laboratories, or agencies arranged for by the contractor and approved by the Project Administrator. The Contractor shall furnish all such extra quantities of materials and items as may be required for testing and shall deliver same to the laboratory. The cost of furnishing and delivering samples to the laboratory shall be paid for by the Contractor.
- B. The testing and approval of materials by the laboratory or laboratories approved by the Project Administrator shall not relieve the Contractor of any of his obligations to fulfill his Contract and guarantee of workmanship and materials as called for in
- C. The Contractor may, at his option and at his expense, cause such other tests to be conducted as he may deem necessary to assure suitability, strength and durability of any material or finished articles.
- D. No materials or finished articles shall be incorporated into the work until such materials and finished articles have passed the required tests. The Contractor shall promptly segregate and remove rejected material and finished articles from the work site.
- E. Where the Detailed Specifications call for certified copies or mill or shop tests to establish conformance of certain materials with the specifications, it shall be the responsibility of the Contractor to assure the delivery of such certifications to the Owner.
- F. Following demolition, the property will be graded and seeded to stabilize the site. A final inspection will be scheduled between the contractor, the State, and/or the responsibility entity to ensure the demolition is compliant prior to property turnover.
- G. If lot appears to have settled/sunk, then the demolition contractor will return to stabilize the soils. Final grade shall not direct precipitation runoff toward adjacent or nearby homes. Final grade shall not unreasonably increase the volume or velocity of runoff. Final grade shall generally direct runoff to nearest existing stormwater system or natural watercourse.
- H. Reports will be submitted by the independent firm to the Engineer, in duplicate, indicating observations and results of tests and indicating compliance or non-compliance with Contract Documents.
- I. Cooperate with independent firm; furnish samples of materials, design mix, equipment, tools, storage and assistance as requested.
 - 1. Notify Engineer and independent firm 24 hours prior to expected time for operations requiring services.
 - 2. Make arrangements with independent firm and pay for additional samples and tests required for Contractor's use.
- J. Retesting required because of non-conformance to specified requirements shall be performed by the same independent firm on instructions by the Engineer. Payment for retesting will be made by the Contractor.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01500

CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Temporary Utilities: Water and sanitary facilities.
- B. Temporary Controls: Barriers, enclosures and fencing, protection of the Work, and water control.
- C. Construction Facilities: Parking, progress cleaning, and project signage.

1.2 RELATED SECTIONS

- A. Section 01700 - Contract Closeout: Final cleaning.

1.3 TEMPORARY WATER SERVICE

- A. Provide, maintain and pay for suitable quality water service required.

1.4 TEMPORARY SANITARY FACILITIES

- A. Provide and maintain required facilities and enclosures.

1.5 BARRIERS

- A. Provide barriers to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from damage from construction operations. Caution and care must be exercised to prevent damage to adjacent structures, and to ensure that existing businesses and residences can operate normally without significant disruption during demolition activities.

Contractor shall notify all local officials of lane closures and secure all permits prior to beginning work.

Should work require road closure, the Contractor shall be solely responsible for pedestrian and vehicular safety and shall provide warning devices, barricades, and ground personnel needed to provide safety, protection, and warning to persons and vehicular traffic within the area in accordance with Horry County, and SCDOT Standards.

Caution and care must be exercised to prevent damage to adjacent structures, and to ensure that existing businesses and residences can operate normally without significant disruption during demolition activities.

1.6 PROTECTION OF INSTALLED WORK

- A. Protect installed Work and provide special protection where specified in individual specification Sections.
- B. Provide temporary and removable protection for installed Products. Control activity in immediate work area to minimize damage.

1.7 PROGRESS CLEANING

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Remove waste materials, debris, and rubbish from site. All debris shall be cleaned up each day before the work crew leaves the site unless given permission by Owner to do otherwise. Unless directed otherwise, it shall be the responsibility of the Contractor to remove and lawfully dispose of all debris resulting from project activities. If necessary, the contractor shall slope, sheet, shore, or brace excavations to prevent danger to persons, structures, and adjacent properties and to prevent caving, erosion, and loss of surrounding soil. The sheeting, shoring or bracing shall be designed to be removed at the completion of the excavation work. Any damage caused by failure of the sheeting, shoring, or bracing and for the settlement of filled excavations or adjacent soil shall be repaired at the contractor's expense. The contractor shall protect the perimeter to prevent danger to others if leaving open excavation at the end of the workday. The Contractor is responsible for removing all debris and trash from the entire lot. Lots shall be left clean and free of debris and include trimming of overgrowth, bush hogging, stump/dead tree removal, vine removal, leveling with clean fill, and seeded. The lot is to be left in a clean, properly graded, and seeded state. These erosion control measures must remain in place, and be maintained in good working condition, until all backfill and restoration tasks have been completed including seeding and re-vegetation of the property.

1.8 PROJECT IDENTIFICATION

- A. Not required.

1.9 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Clean and repair damage caused by installation or use of temporary work.
- B. Restore existing facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

SECTION 01700 CONTRACT CLOSEOUT

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Closeout procedures.
- B. Final cleaning.
- C. Adjusting.
- D. Record Drawings

1.2 RELATED SECTIONS

- A. Section 01300 – Submittals
- B. Section 01400 – Quality Control.

1.3 CLOSEOUT PROCEDURES

- A. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for SCOR, Horry County, and Engineer's final inspection.
- B. Provide submittals to SCOR and Engineer that are required by governing or other authorities.

1.4 FINAL CLEANING

- A. Execute final cleaning prior to final inspection.
- B. Clean site.
- C. Remove waste and surplus materials, rubbish, and construction facilities from the site.

1.5 ADJUSTING

- A. Adjust operating Products and equipment to ensure smooth and unhindered operation.

1.6 PROJECT RECORD DOCUMENTS

- A. Maintain on site, one set of the following record documents; record actual revisions to the Work:
 - 1. Contract Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Change Orders and other Modifications to the Contract.
 - 5. Reviewed shop drawings, product data, and samples.
- B. Store Record Documents separate from documents used for construction.

- C. Record information concurrent with construction progress.
- D. Specifications: Legibly mark and record at each Product section description of actual Products installed, including the following:
 - 1. Manufacturer's name and product model and number.
 - 2. Product substitutions or alternates utilized.
 - 3. Changes made by Addenda and Modifications.
- E. Record Documents and Shop Drawings: Legibly mark each item to record actual construction including:
 - 1. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to a minimum of two (2) permanent surface improvements.
 - 2. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
 - 3. Field changes of dimension and detail.
 - 4. Details not on original Contract Drawings.
 - 5. Contractor shall provide a pdf and CADD file with final grades indicated including top of curbs, rims and inverts of all structures, concrete pavement elevations, final grading contours and other topographic elements.

1.7 CONTRACT CLOSEOUT DOCUMENTS

- A. The Contractor shall complete the attached closeout documents as follows:
 - 1. Affidavit of Payment
 - 2. Affidavit of Release of Lien
 - 3. Consent of Surety for Final Payment
 - 4. Contractor Warranty Form
 - 5. Final Waiver of Lien

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not used

END OF SECTION

SECTION 02 11 00 SITE CLEARING

PART 1 GENERAL

1.1 SECTION INCLUDES:

- A. Removing surface debris. Work includes removal of the above and below ground portions of the structures, and all associated surfaces such as slabs, walkways, driveways, fences, and underground structures.
- B. Removing designated paving.
- C. Removing designated trees, shrubs, and other plant life.
- D. Removing abandoned utilities.
- E. Excavating topsoil.

1.2 DESCRIPTION OF WORK

- A. The Contractor shall exercise every reasonable precaution throughout the life of the project to prevent the eroding of soil and the siltation of rivers, streams, lakes, reservoirs, ditches, ground surfaces and other property. Should any erosion or siltation occur, the Contractor shall remove and properly dispose of any material washed into rivers, streams, lakes, reservoirs, ditches, storm sewers and other property. The Contractor shall be liable for any damage to private or public property resulting from insufficient erosion and siltation control measures.
- B. Temporary and permanent erosion control measures must be maintained at a minimum of 50% of the original sediment storage capacity and may not be removed until the areas they serve have been stabilized. Temporary erosion control measures shall include, but not be limited to, the use of temporary berms, dikes, drainage ditches, silt basins, silt ditches, slope drains, structures, stone check dams, vegetation, mulches, mats, netting, grave or other necessary methods.
- D. All disturbed, non-paved areas shall be seeded and fertilized, mulched and tacked as soon as practical after cleanup. In no case shall a total area of one acre or more be left un grassed for a period of thirty (30) days when construction has been completed in the area.
- E. The Contractor shall take every precaution throughout the life of the project to prevent the pollution of rivers, streams and water impoundments. Pollutants such as chemical, fuels, bitumens, sewage and other harmful waste shall not be discharged into or alongside rivers, streams or other impoundments, or into natural or manmade channels leading thereto. The Contractor shall also comply with all Federal, State and local water and air pollution laws.
- F. Contractor shall maintain all erosion control measures throughout the life of the project.

1.3 RELATED SECTIONS

- A. Section 02 22 70 – Erosion Control.

- B. Section 02 41 00 – Demolition

1.4 SUBMITTALS

- A. None required.
- B. *Product Data*: Submit data for herbicides to be used along with proof of compliance to applicable codes for environmental protection.

1.5 QUALITY ASSURANCE

- A. Perform Work in accordance with South Carolina Department of Health and Environmental Control (SCDHEC) and Horry County standards.
- B. Conform to applicable code for disposal of debris. NO BURNING ON-SITE WILL BE ALLOWED.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verification of existing conditions before starting work.
- B. Verify existing plant life designated to remain is tagged or identified. Minimize clearing to grading limits and restrictions of Owner.
- C. Identify waste area for placing removed materials.

3.2 PROTECTION

- A. Locate, identify, and protect utilities indicated to remain from damage. Contractor shall call PUPS 72 hours prior to any digging.
- B. Protect trees, plant growth, and other features designated to remain. Contractor shall protect from damage all trees to remain on the project site. Contractor shall be responsible for the repair of any damage resulting from failure to comply with the requirements of the Contract Documents or failure to exercise reasonable care in performing the Work. If Contractor fails or refuses to repair the damage promptly and according to Owner directions, the Owner may have the necessary work performed and charge the cost to Contractor. Protective Fencing and Signage surrounding the Tree Protection Zone around the tree or group of trees.
- C. Pre-Demolition and Construction meetings on site with the Owner will be required. Pre-work Clearance Pruning for demolition and construction. Contractor shall be required to provide temporary irrigation of trees before and during demolition and construction.
- D. Contractor shall take every effort to protect and preserve tree roots relative to soil grubbing, grading, structure or pavement removal, excavations, etc. Contractor shall maintain ongoing updating and consultation with the Owner regarding site work and potential tree impacts.

- E. Contractor shall protect benchmarks, survey control points, and existing structures from damage or displacement.

3.3 CLEARING

- A. Clear areas required for access to site and execution of work.
- B. Remove trees and shrubs indicated on drawings. Remove stumps, main root ball, and surface rock.
- C. Clear undergrowth and deadwood, without disturbing subsoil.

3.4 WETLANDS

- A. This project has wetlands as shown on drawings that will not be impacted by this project.

3.5 REMOVAL

- A. Remove debris and extracted plant life from site.
- B. Based on the nature of the project, no unsuitable materials for soils are anticipated. Should unsuitable materials be encountered, the County, the Engineer, and the contractor shall meet to provide a plan of how to mitigate those soils.
- C. Rock is not anticipated in this work.
- D. Continuously clean up and remove waste materials from site. Do not allow materials to accumulate on site.
- E. Leave site in clean condition.

3.6 TOPSOIL EXCAVATION

- A. Excavate topsoil from entire site without mixing with foreign materials for use in finish grading.
- B. Do not excavate wet topsoil.
- C. Remove or reuse topsoil from site.

END OF SECTION

SECTION 02 22 70 EROSION CONTROL

PART 1 GENERAL

1.1 SECTION INCLUDES:

- A. Grassing.
- B. Straw Bales.
- C. Silt Fence.
- D. Rip Rap.
- E. Sediment Control Barriers.
- F. Diversion Ditches.
- G. Stone Check Dams.
- H. Access Road.
- I. Ground Cover.

1.2 Notes

- A. This following covers the furnishing of materials, labor, and equipment necessary to minimize erosion, siltation and pollution on the project or projects covered by these specifications.
- B. The Contractor is responsible for installation of sediment and erosion control devices, practices, and structures, per current or 2014 SCDHEC and 2007 SCDOT standards.
- C. The Contractor shall take whatever measures are necessary to minimize soil erosion and siltation, water pollution and air pollution. The Contractor shall also comply with the applicable regulations of all legally constituted authorities' relation to pollution prevention and control. The Contractor shall keep himself fully informed of all such regulations which in any way affect the conduct of the work. In the event of conflict between such regulations and the requirements of these specifications, the more restrictive requirements shall apply.
- D. Failure on the part of the Contractor to perform the necessary measures to control erosion, siltation and pollution may result in the Owner stopping work. In the event that the Contractor fails to perform such measures within 24 hours after receipt of such notice, the Owner may suspend the work with no extension of contract time, may proceed to have such measures performed by others at the Contractor's expense, or both.

1.3 RELATED SECTIONS:

- A. Section 02 11 00 – Site Clearing
- B. Section 02 41 00 - Demolition

1.4 REFERENCE

- A. South Carolina Stormwater Management and Sediment Control Handbook for Land Disturbance Activities, published by the South Carolina Department of Health and Environmental Control, dated August 2003.

1.5 SUBMITTALS

- A. Submit in accordance with Section 01300.
- B. Schedule of Operations: Submit schedule of starting and completion dates for land-disturbing activities including excavation, filling and rough grading, finish grading, construction of temporary and permanent control measures, and disposition of temporary sediment control measures.

1.6 REGULATORY REQUIREMENTS

- A. All work, materials, methods and procedures shall comply with the requirements of Storm Water Management and Sediment Reduction Act of 1991.

1.7 JOB CONDITIONS

- A. Work described in this section includes temporary erosion control during construction and permanent control after construction.
- B. Schedule installation of sediment control basin, temporary gravel construction access road and stone check dams prior to clearing and grubbing. The remaining erosion control devices to be install before grading.
- C. Schedule grading operations to allow paving and permanent erosion control to take place in the same construction season, if possible. Avoid or minimize exposure of soils to winter weather.
- D. Construct and maintain temporary erosion control structures until such time as permanent paving, planting and restoration of natural areas is effective in control of erosion from the site.
- E. Inspect sediment control structures at least once every 7 calendar days and after each precipitation of 1/2-inch or more during a 24-hour period.

PART 2 PRODUCTS

2.1 GRASSING

- A. Seeding: All seed shall conform to all state laws and all requirements and regulations of the South Carolina Department of Agriculture. The Contractor may select the type of seeding from the table shown on the plans.
- B. Temporary Seeding: If an area is to be cleared and grubbed and not brought to finish grade within 30 calendar days then Contractor shall temporary seed area. The Contractor may select the type of seeding from the table shown on the plans.

- C. Hydroseeding:
 - 1. Rate shall be as follows per 1,000 square feet.
 - a. 2 pounds unhulled Bermuda
 - b. 2 pounds Annual Rye grass
 - c. 8 ounces of centipede
- D. Fertilizer:
 - 1. Regular type: Nitrogen content derived from organic or inorganic sources; bearing manufacturer's statement of analysis. Minimum requirements: 4% nitrogen, 12% phosphoric acid, 12% potash.
 - 2. Slow-release type: 50% of nitrogen is in slow-release form, content derived from organic or inorganic sources; bearing manufacturer's statement of analysis. Minimum requirements: 12% nitrogen, 4% phosphoric acid, 8% potash.
 - 3. Commercial mixed type: Nitrogen content derived from organic or inorganic sources, bearing manufacturer's statement of analysis. Minimum requirements: 10% nitrogen, 10% phosphoric acid, 10% potash.
- E. Lime: Ground limestone containing not less than 85% carbonates; 50% passing 100 mesh sieve and 90% passing 20 mesh sieve.
- F. Hydromulch: Wood cellulose fiber containing no germination inhibiting or growth inhibiting agents. Characteristics shall be as follows:
 - 1. Percent moisture content: 9.0% (+3.0%).
 - 2. Percent organic matter: 99.2% (+0.8%).
 - 3. Percent ash content: 0.8% (+0.2%).
 - 4. pH: 4.8 (+0.5).
 - 5. Water holding capacity: 1150 grams water/100 grams fiber, minimum.

2.2 STRAW BALES

- A. Straw Bales: Clean bales of straw or hay, wheat, rye, oats or barley.
- B. Staking pegs: 3/4" diameter by 8" long softwood.

2.3 SILT FENCE

- A. Silt fencing shall be constructed in areas as required to prevent siltation due to construction from entering adjacent waterways.
- B. Materials:
 - 1. Filter fabric shall be a pervious synthetic polymer woven from continuous filaments. The fabric shall meet the following requirements:
 - a. UV resistance minimum 70 percent conforming to ASTM D4355.
 - b. Grab Tensile Strength - min. 90 lbs. in either direction when tested in accordance with ASTM D-4632.
 - c. Width: 16 inch minimum
 - 2. Filter fabric shall be Phillips Fibers Corporation "Supac - 5WS", or an approved equivalent meeting the minimum specifications.
 - 3. Wire Fence: Woven wire fencing shall be a minimum 14 gage with minimum 6 line wires with 12 inch stay spacing, 32 inches in height.
 - 4. Fasteners: 1-inch staples.
 - 5. Fence Posts: The length shall be a minimum of 5' long. Wood posts shall be a sound quality hardwood with a minimum diameter of 4". Steel posts shall be a standard T or U section weighing not less than 1.33 lbs./linear foot.

2.4 HAND PLACED RIPRAP

- A. Stone for hand placing to a thickness of 12 inches shall vary in size with no pieces weighing more than 150 pounds. At least 20 percent of the stone pieces, excluding spalls, shall weigh more than 60 pounds, and no more than 20 percent of the stone pieces, excluding spalls shall weigh less than 25 pounds.
- B. Stone for hand placing to a thickness of 6 inches shall be no less than 6 inches in another dimension.

2.5 DIVERSION DIKES

- A. Gravel Diversion Dikes shall consist of coarse aggregate.

2.6 STONE CHECK DAMS

- A. Graded stone 5" to 15" in size. Gabion Stone.

2.7 GRAVEL ACCESS ROAD

- A. No. 1 aggregate with maximum size of 3" stone.

PART 3 EXECUTION

3.1 SEED BED PREPARATION

- A. Spread 75 lbs. of lime and 25 lbs. of fertilizer per 1000 sq. ft. Mix soil, lime, and fertilizer to a depth of 4".
- B. After preparation of soil, level areas and bring to finish grade. Hand rake smooth, allowing for settlement.
- C. Swale and Ditch bottoms shall be doubled seeded.

3.2 STRAW BALES

- A. Place and stake straw bales at location shown on drawings. Inspect straw bales every six weeks. Replace deteriorated or damaged bales with new.

3.3 SILT FENCE

- A. Fence posts shall be spaced a maximum of 6 feet on center.
- B. Wire fence shall be fastened securely to the upstream side of the fence posts by minimum of nine (9) staples.
- C. Filter cloth shall be fastened securely to the upstream side of the wire fence and shall be embedded in the soil a minimum of 4".

- D. Set post then excavate a 4-inch by 4-inch trench upstream along post. Extend filter fabric and wire in trench. Backfill and Compact trench.

3.4 PLACING HAND PLACED RIPRAP

- A. The thickness of hand placed riprap shall be no less than that specified, measured perpendicular to the slope. For 6-inch hand placed riprap this thickness shall be no less than 6 inches, and for 12-inch no less than 12 inches. When the thickness is not specified on the plans, it shall be 12 inches.
- B. The slope upon which this riprap is to be placed shall conform with the cross section shown or as directed by the Engineer. Depressions that may be filled in trimming and shaping the slope shall be properly compacted. Placing shall begin in a trench at least 2 feet below the toe of the slope, measured along the slope, unless otherwise shown on the plans. It shall progress upward with each piece being placed by hand perpendicular to the slope. It shall be firmly imbedded against the slope and the adjoining piece with the sides in contact and with well broken joints. The spaces between the larger pieces shall be filled with spalls of suitable size which shall be thoroughly rammed into place. The finished surface shall prevent an even, tight surface true to line, grade and section. When broken concrete of sufficient thickness is used for 6-inch hand placed riprap, it may be placed with the smooth side up.
- C. Stone and broken concrete riprap shall not be mixed where it will be visible to the traveling public or where, in the opinion of the Engineer, mixing will be aesthetically undesirable.

3.5 TEMPORARY SEDIMENT CONTROL BARRIERS

- A. Construct temporary sediment barriers (basins and traps) as shown on drawings.
 - 1. Remove accumulated sediments at intervals as required to maintain original ponding capacity: For traps 1/2 depth or as shown on drawings; For basins as marked at 20 percent of capacity or shown on drawings.
 - 2. Maintain temporary sediment barriers until permanent erosion control measures are established. Inspect, repair and replace barriers damaged or displaced by construction activity.

3.6 TEMPORARY DIVERSION DIKES

- A. Construct Temporary Diversion Dikes as indicated on the plans.
- B. Temporary Diversion Dikes shall consist of machine compacted impervious soil from project site with a minimum height of 18 inches, a top width of 2 feet, and side slopes of 3:1 or flatter.
- C. Temporary Gravel Diversion Dikes shall consist of compacted coarse aggregate with no top width, a minimum height of 18 inches, and side slopes of 3:1 or flatter.

3.7 STONE CHECK DAMS

- A. Construct Stone Check Dams as indicated on the plans. Check dams shall consist of 5 inch to 15 inch equal distributed stone.

3.8 TEMPORARY SITE ACCESS ROAD

- A. Contractor shall construct and maintain a gravel entrance to the site. Clear the entrance and exit of all vegetation, roots and other objectionable material and properly grade. Place gravel as shown and smooth.

3.9 GROUND COVER

- A. Protect exposed soils having a slope of 5% or greater with ground cover.
- B. Ground cover may consist of any effective erosion preventive treatment such as straw mulch, stone base, plastic sheeting, hydroseeding or installation of permanent grassing or planting, as applicable.
- C. All grassing or planting operations shall include mulching as stabilization until ground cover by planting is effective.

3.10 EROSION CONTROL DURING GRADING OPERATIONS

- A. Schedule grading operations to minimize exposure of graded surfaces prior to installation of permanent construction.
- B. Stockpile and compact excavated materials to be reused. Remove excess materials from project site.
- C. Maintain large areas as flat as possible to minimize runoff. Where slopes of one vertical to four horizontal or steeper are indicated, construct a temporary sediment barrier at top of slope to cause water to flow to a controlled slope drain. In no case shall surface water be allowed to flow uncontrolled down graded slopes.

3.11 MAINTENANCE

- A. Provide straw bale silt dams as temporary erosion control measures. Maintain dams during construction period to prevent erosion. Remove straw bales at completion of work, after grassing has stabilized areas.
- B. Water grassed areas and maintain at a height of 1-1/2" to 2" until a date of three months after Substantial Completion.
- C. Refertilize: Fertilizer should be applied to maintain the desired growth and density. Fertilizer should generally be applied 2 months after substantial completion of the work or earlier as directed by the Engineer.
- D. Regrass areas larger than one sq. ft. not having a uniform stand of grass. Eradicate weeds that appear in grassed areas.
- E. At completion of grassing operation, remove excess soil and debris from project site.

3.12 REMOVAL OF TEMPORARY EROSION CONTROL DEVICES

- A. As soon as permanent erosion control devices are established, Contractor may remove temporary devices, including retention ponds, sediment traps, dikes, check dams, and similar devices.

END OF SECTION

**SECTION 02 41 00
DEMOLITION**

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Demolition of existing structures, foundations, slabs, pavement, fences, utilities and other items as noted in the drawings. During demolition, structures and impervious surfaces will be demolished, including piers, tie downs and footers, and all piping for septic drain fields, piping for electrical lines and around all pools. All buildings, garages, car ports, sheds, fences, fence posts, porches, decks, steps, walks, curbs, patios, impervious drives, and any other frame or masonry structures must be removed. Wells must be capped; well pump and all associated well piping must be removed. Existing in-ground pools and underground storage tanks (USTs) must be removed and properly disposed of, unless removal would result in adverse environmental impacts. In such cases, the demolition plan must be reviewed and approved by SCOR's Certifying Environmental Officer prior to bidding of the work. All rubbish, debris, abandoned vehicles, etc. within the property line boundaries of the parcel to be demolished must be removed and disposed of properly. No impervious surface may remain on the site. Wells must be capped, well pump and all associated well piping must be removed. No known USTs have been encountered on this project. If UST is discovered, contact SCOR before proceeding with removal. Existing in-ground pools must be removed and properly disposed of, unless removal would result in adverse environmental impacts. In such cases, contractor will immediately notify Owner and/or Engineer.
- B. No demolished material may be buried within or remain on the site.

1.2 RELATED SECTIONS

- A. Section 02 11 10 – Site Clearing
- B. Section 02 22 70 – Erosion Control

1.3 MEASUREMENT AND PAYMENT

- A. Payment will be made in accordance with the lump sum price for the item to which it pertains as listed on the Bid Form.

1.4 REFERENCES

- A. AMERICAN NATIONAL STANDARDS INSTITUTE, INC. (ANSI)
 - 1. ANSI A10.6 1983 Demolition Operations - Safety Requirements

1.5 SUBMITTALS

- A. Submit in accordance with Section 01300 – Submittals.

- B. Demolition plan: Submit proposed demolition and removal procedures for approval before work is started. Include procedures for coordination with other work in progress, a schedule of utility service disconnections, a detailed description of methods and equipment to be used for each operation and of the sequence of operations.

1.6 CLOSEOUT SUBMITTALS

- A. Section 01 70 00 –Closeout Procedures: Requirements for submittals.

1.7 QUALITY ASSURANCE

- A. If building components will potentially be disturbed during renovation or demolition, contractors and workers should be informed as to the presence of lead-based paint. Appropriate work practices and personal protective equipment should be used to prevent exposure to lead dust/fumes or the spread of lead contamination from the work site. Occupational Safety and Health Administration (OSHA) regulations pertaining to worker safety apply for any concentration of lead in paint. Any debris containing lead should be disposed of in accordance with federal and state regulations.
- B. Contractor shall comply with all SC DHEC requirements and regulations regarding the disposal of hazardous materials including lead-based paint and asbestos. The Contractor shall provide proof of disposal site meeting all applicable and required SCDHEC permits and licensing.
- C. Comply with federal, state, and local hauling and disposal regulations. In addition to the requirements of the "Contract Clauses," safety requirements shall conform to ANSI A10.6, "Demolition Operations - Safety Requirements."
- D. Conform to applicable stormwater code for demolition of structures, safety of adjacent structures, dust control, runoff control, and disposal.
- E. Conform to applicable code for procedures when hazardous or contaminated materials are discovered.
- F. Obtain required permits from authorities having jurisdiction.
- G. Perform Work in accordance with South Carolina Department of Health & Environmental Control (SCDHEC), County and Municipal requirements.

1.8 PROJECT CONDITIONS

- A. Buildings indicated to be demolished will be vacated before start of Work
- B. Owner assumes no responsibility for actual condition of buildings to be demolished.
- C. Notify Engineer upon discovery of hazardous materials.
- D. Do not sell demolished material on-site. Contractor may salvage materials, but no materials may be sold on site.
- E. Maintain existing sidewalks to the greatest extent possible. Install sidewalk detour signs if the sidewalk needs to be blocked for short periods of time. Coordinate with Owner and SCOR Project Manager.
- F. For demolition of the boat ramps, see plans for specific notes directing that work. Must use BMP's, comply with all laws and regulations, and control sediment and runoff during the demolition.

1.9 DUST AND DEBRIS CONTROL

- A. Prevent the spread of dust and debris and avoid the creation of a nuisance or hazard in the surrounding area. Do not use water if it results in hazardous or objectionable conditions such as, but not limited to, ice, flooding, or pollution.

1.10 PROTECTION

- A. *Traffic Control Signs:* Where pedestrian and driver safety is endangered in the area of removal work, use traffic barricades with flashing lights.
- B. *Existing Work:* Protect existing work, which is to remain in place, be reused, or remain the property of the Owner. Repair items that are to remain and are damaged during performance of the work to their original condition, or replace with new. Do not overload pavements that are to remain. Provide new supports and reinforcement for existing construction weakened by demolition or removal work. Repairs, reinforcement, or structural replacement must have Engineer's approval.
- C. *Facilities:* Protect electrical and mechanical services and utilities. Where removal of existing utilities and pavement is specified or indicated, provide approved barricades, temporary covering of exposed areas, and temporary services or connections for electrical and mechanical utilities.
- D. Where shared driveways are present, if the shared driveway is not part of the Project and if existing joints are not present, the sidewalk/drive must be scored so that the remaining driveway will not be damaged.
- E. *Waterways:* Contractor to note the proximity to existing waterways, especially for the dock and pier demolition activities, or where demolition is occurring close to bulkheads on waterfront properties. Contractor to strictly adhere to the erosion and control plans and all regulations and requirements associated with work around sensitive waterway areas.

- F. Where shared fencing is present, refer to drawings/surveys to determine what portion(s) are to remain on property.

1.11 BURNING

- A. Burning will not be permitted.

1.12 RELOCATIONS

- A. Perform the removal and reinstallation of relocated items as indicated with workmen skilled in the trades involved. Repair items to be relocated that are damaged or replace damaged items with new undamaged items as approved by the Engineer.

1.13 EXPLOSIVES

- A. Use of explosives will not be permitted.

PART 2 PRODUCTS

Not used

PART 3 EXECUTION

3.1 EXISTING FACILITIES TO BE REMOVED

- A. *Utilities and Related Equipment:* Remove or relocate existing utilities, as indicated and uncovered by work in a manner conforming to the nationally recognized code covering the specific utility and approved by the Engineer. If utility lines are encountered that are not shown on drawings, contact the Engineer for further instructions.
- B. *Paving and Slabs:* Remove sawcut concrete and asphaltic concrete paving including aggregate base as indicated. Provide neat saw cuts at limits of pavement removal as indicated.
- C. *Structures:* Remove existing structures as indicated on the drawings.

3.2 FILLING

- A. Fill holes, and other hazardous openings as indicated.

3.3 DISPOSITION OF MATERIAL

- A. **Title to Materials:** Except where specified in other sections, all materials and equipment removed, and not reused, shall become the property of the Contractor and shall be removed from property. Title to materials resulting from demolition, and materials and equipment to be removed, is vested in the Contractor upon approval by the Engineer of the Contractor's demolition and removal procedures, and authorization by the Engineer to begin demolition. The Owner will not be responsible for the condition or loss of, or damage to, such property after notice to proceed. Materials and equipment shall not be viewed by prospective purchasers or sold on the site.

3.4 CLEANUP

- A. Debris and Rubbish: Remove and transport debris and rubbish in a manner that will prevent spillage on pavements, streets or adjacent areas. Clean up spillage from pavements, streets and adjacent areas. Conform to other applicable requirements.
- B. All waste debris coated with lead-based paint equal to or greater than 0.7mg/cm² must be disposed of in an approved Class Two (C&D) or Class Three (MSWLF) landfill or approved metal recycler. Any building components coated with paint containing lead should be handled in a manner that minimizes the exposure of building occupants or maintenance / renovation / demolition personnel to airborne lead contaminants.

3.5 FILL

- A. All waste debris coated with lead-based paint equal to or greater than 0.7mg/cm² must be disposed of in an approved Class Two (C&D) or Class Three (MSWLF) landfill or approved metal recycler. Any building components coated with paint containing lead should be handled in a manner that minimizes the exposure of building occupants or maintenance / renovation / demolition personnel to airborne lead contaminants.
- B. Bringing the site to a proper grade shall be part of the base bid. Contractor shall bring finished grade to match the adjacent road, curb, or sidewalk or to existing materials on all sides of the site. Contractor shall slope the finished grade to drain.
- C. The Contractor will backfill all excavated areas with suitable material and grade the area to provide for positive surface drainage for the entire site (generally 0.5% minimum slope from the highest point of adjacent road, curb or sidewalk).
- D. Fill shall be for counties classified as Group B per SC DOT standard, section 203.2.1.8 #12. Each layer shall be spread evenly and compacted. Each layer of backfill and the top eight inches of material shall be compacted by approved equipment, and the density shall be 98% as determined by the Standard Proctor Test.
- E. Contractor shall re-seed the site with appropriate seasonal, native grass for erosion control.
- F. The Contractor will be responsible for installation of silt fence at the edge of property line, roadway, curb or sidewalk to prevent sediment runoff. The Contractor will be responsible for repair of damage to any adjacent structures, and any curbing, sidewalk, or asphalt damaged during the project.
- G. Should unacceptable material such as muck, building debris, or other unsuitable material be discovered, Contractor shall notify the SCOR before proceeding with work. Borrow material shall be required to meet the 2007 SCDOT standard specifications for roadways and structures. Placement and compaction will be directed by SCOR's project engineer.

- H. Depressions greater than six inches created by the demolition and removal of items specified must be graded level with adjacent land, as directed by the SCOR's project engineer. All areas where items specified have been demolished and/or removed will be seeded as directed by the Owner.

END OF SECTION

ASBESTOS REPORT

PART 1 GENERAL

1.01 Asbestos reports completed by Asbestos Inspections, LLC

One site had a positive report: 5767 Dogwood Circle and is included on the next page. For homes containing no asbestos, the asbestos reports completed by Asbestos Inspections, LLC can be found by emailing Nancy Miramonti, Nancy.Miramonti@scor.sc.gov

Asbestos Inspection Report
5767 Dogwood Circle
Project Number – 2022-01-061
March 4, 2022

APPENDIX 3
Laboratory Results



February 23, 2022

Asbestos Inspections LLC
4686 Peedee Hwy
Conway, SC 29527

CLIENT PROJECT: 5767 Dogwood Circle
CEI LAB CODE: B223760

Dear Customer:

Enclosed are asbestos analysis results for PLM Bulk samples received at our laboratory on February 16, 2022. The samples were analyzed for asbestos using polarizing light microscopy (PLM) per the EPA 600 Method.

Sample results containing >1% asbestos are considered asbestos-containing materials (ACMs) per EPA regulatory requirements. The detection limit for the EPA 600 Method is <1% asbestos by weight as determined by visual estimation.

Thank you for your business and we look forward to continuing good relations.

Kind Regards,

A handwritten signature in black ink, appearing to read "Tianbao Bai".

Tianbao Bai, Ph.D., CIH
Laboratory Director





ASBESTOS ANALYTICAL REPORT

By: Polarized Light Microscopy

Prepared for

Asbestos Inspections LLC

CLIENT PROJECT: 5767 Dogwood Circle

LAB CODE: B223760

TEST METHOD: EPA 600 / R93 / 116 and EPA 600 / M4-82 / 020

REPORT DATE: 02/23/22

TOTAL SAMPLES ANALYZED: 12

SAMPLES >1% ASBESTOS: 4



Asbestos Report Summary

By: POLARIZING LIGHT MICROSCOPY

PROJECT: 5767 Dogwood Circle

LAB CODE: B223760

METHOD: EPA 600 / R93 / 116 and EPA 600 / M4-82 / 020

| Client ID | Layer | Lab ID | Color | Sample Description | ASBESTOS % |
|-----------|---------|-------------|----------------------|-----------------------------------|----------------|
| 001A | Layer 1 | B223760.01 | Black | Shingle | None Detected |
| | Layer 2 | B223760.01 | Black | Tarpaper | None Detected |
| 001B | Layer 1 | B223760.02 | Black | Shingle | None Detected |
| | Layer 2 | B223760.02 | Black | Tarpaper | None Detected |
| 001C | Layer 1 | B223760.03 | | Sample Submitted for TEM Analysis | |
| | Layer 2 | B223760.03 | | Sample Submitted for TEM Analysis | |
| 002A | | B223760.04A | Off-white,Blue Brown | Sheet Floor | None Detected |
| | | B223760.04B | Yellow | Mastic | None Detected |
| | | B223760.04C | White | Sheet Floor | Chrysotile 20% |
| | | B223760.04D | Yellow | Mastic | Chrysotile 2% |
| 002B | | B223760.05 | | Sample Not Analyzed per COC | |
| 002C | | B223760.06 | | Sample Not Analyzed per COC | |
| 003A | | B223760.07A | White | Sheet Floor | Chrysotile 20% |
| | | B223760.07B | Yellow | Mastic | Chrysotile 2% |
| 003B | | B223760.08 | | Sample Not Analyzed per COC | |
| 003C | | B223760.09 | | Sample Not Analyzed per COC | |
| 004A | Layer 1 | B223760.10 | Brown | Joint Compound | None Detected |
| | Layer 2 | B223760.10 | White | Joint Compound | None Detected |
| | Layer 3 | B223760.10 | White | Drywall | None Detected |
| 004B | Layer 1 | B223760.11 | Brown | Joint Compound | None Detected |
| | Layer 2 | B223760.11 | White | Joint Compound | None Detected |
| | Layer 3 | B223760.11 | White | Drywall | None Detected |
| 004C | | B223760.12 | White | Joint Compound | None Detected |
| 005A | | B223760.13 | White | Texture Ceiling | None Detected |
| 005B | | B223760.14 | White | Texture Ceiling | None Detected |
| 005C | | B223760.15 | White | Texture Ceiling | None Detected |
| 006A | Layer 1 | B223760.16 | Black | Shingle | None Detected |
| | Layer 2 | B223760.16 | Black | Tarpaper | None Detected |
| 006B | Layer 1 | B223760.17 | Black | Shingle | None Detected |



Asbestos Report Summary

By: POLARIZING LIGHT MICROSCOPY

PROJECT: 5767 Dogwood Circle

LAB CODE: B223760

METHOD: EPA 600 / R93 / 116 and EPA 600 / M4-82 / 020

| Client ID | Layer | Lab ID | Color | Sample Description | ASBESTOS % |
|-----------|---------|------------|-------|-----------------------------------|---------------|
| | Layer 2 | B223760.17 | Black | Tarpaper | None Detected |
| 006C | Layer 1 | B223760.18 | | Sample Submitted for TEM Analysis | |
| | Layer 2 | B223760.18 | | Sample Submitted for TEM Analysis | |



ASBESTOS BULK ANALYSIS

By: POLARIZING LIGHT MICROSCOPY

Client: Asbestos Inspections LLC
 4686 Peedee Hwy
 Conway, SC 29527

Lab Code: B223760
Date Received: 02-16-22
Date Analyzed: 02-23-22
Date Reported: 02-23-22

Project: 5767 Dogwood Circle

ASBESTOS BULK PLM, EPA 600 METHOD

| Client ID Lab ID | Lab Description | Lab Attributes | NON-ASBESTOS COMPONENTS | | | | ASBESTOS % |
|-------------------------------|-----------------------------------|---|-------------------------|------------|-------------|--------|---------------|
| | | | Fibrous | | Non-Fibrous | | |
| 001A Layer 1 B223760.01 | Shingle | Heterogeneous | 20% | Fiberglass | 55% | Tar | None Detected |
| | | Black Fibrous Bound | | | 25% | Gravel | |
| Layer 2 B223760.01 | Tarpaper | Homogeneous | 70% | Cellulose | 30% | Tar | None Detected |
| | | Black Fibrous Bound | | | | | |
| 001B Layer 1 B223760.02 | Shingle | Heterogeneous | 20% | Fiberglass | 55% | Tar | None Detected |
| | | Black Fibrous Bound | | | 25% | Gravel | |
| Layer 2 B223760.02 | Tarpaper | Homogeneous | 70% | Cellulose | 30% | Tar | None Detected |
| | | Black Fibrous Bound | | | | | |
| 001C Layer 1 B223760.03 | Sample Submitted for TEM Analysis | | | | | | |
| Layer 2 B223760.03 | Sample Submitted for TEM Analysis | | | | | | |
| 002A B223760.04A | Sheet Floor | Heterogeneous | 40% | Cellulose | 50% | Vinyl | None Detected |
| | | Off-white,Blue Brown Fibrous Bound | 10% | Fiberglass | | | |
| B223760.04B | Mastic | Homogeneous | | | 100% | Mastic | None Detected |
| | | Yellow Non-fibrous Bound | | | | | |



ASBESTOS BULK ANALYSIS

By: POLARIZING LIGHT MICROSCOPY

Client: Asbestos Inspections LLC
4686 Peedee Hwy
Conway, SC 29527

Lab Code: B223760
Date Received: 02-16-22
Date Analyzed: 02-23-22
Date Reported: 02-23-22

Project: 5767 Dogwood Circle

ASBESTOS BULK PLM, EPA 600 METHOD

| Client ID Lab ID | Lab Description | Lab Attributes | NON-ASBESTOS COMPONENTS | | | | ASBESTOS % |
|---|-----------------------------|--|-------------------------|-----------|-------------|---------------------|----------------|
| | | | Fibrous | | Non-Fibrous | | |
| B223760.04C | Sheet Floor | Heterogeneous White Fibrous Bound | 5% | Cellulose | 50% | Vinyl Binder | 20% Chrysotile |
| B223760.04D | Mastic | Homogeneous Yellow Non-fibrous Bound | | | 98% | Mastic | 2% Chrysotile |
| Analyst opinion: Possible contamination from adjacent sheet floor | | | | | | | |
| 002B B223760.05 | Sample Not Analyzed per COC | | | | | | |
| 002C B223760.06 | Sample Not Analyzed per COC | | | | | | |
| 003A B223760.07A | Sheet Floor | Heterogeneous White Fibrous Bound | 5% | Cellulose | 50% | Vinyl Binder | 20% Chrysotile |
| B223760.07B | Mastic | Homogeneous Yellow Non-fibrous Bound | | | 98% | Mastic | 2% Chrysotile |
| Analyst opinion: Possible contamination from adjacent sheet floor | | | | | | | |
| 003B B223760.08 | Sample Not Analyzed per COC | | | | | | |
| 003C B223760.09 | Sample Not Analyzed per COC | | | | | | |
| 004A Layer 1 B223760.10 | Joint Compound | Heterogeneous Brown Non-fibrous Bound | | | 65% | Calc Carb Binder | None Detected |



ASBESTOS BULK ANALYSIS

By: POLARIZING LIGHT MICROSCOPY

Client: Asbestos Inspections LLC
 4686 Peedee Hwy
 Conway, SC 29527

Lab Code: B223760
Date Received: 02-16-22
Date Analyzed: 02-23-22
Date Reported: 02-23-22

Project: 5767 Dogwood Circle

ASBESTOS BULK PLM, EPA 600 METHOD

| Client ID Lab ID | Lab Description | Lab Attributes | NON-ASBESTOS COMPONENTS | | ASBESTOS % |
|--------------------------------------|--------------------|--|-------------------------|------------------------------------|---------------|
| | | | Fibrous | Non-Fibrous | |
| Layer 2 B223760.10 | Joint Compound | Heterogeneous White Non-fibrous Bound | 70% | Calc Carb Binder | None Detected |
| Layer 3 B223760.10 | Drywall | Heterogeneous White Fibrous Bound | 15% Cellulose | 85% Gypsum | None Detected |
| 004B Layer 1 B223760.11 | Joint Compound | Heterogeneous Brown Non-fibrous Bound | 65% | Calc Carb Binder | None Detected |
| Layer 2 B223760.11 | Joint Compound | Heterogeneous White Non-fibrous Bound | 70% | Calc Carb Binder | None Detected |
| Layer 3 B223760.11 | Drywall | Heterogeneous White Fibrous Bound | 15% Cellulose | 85% Gypsum | None Detected |
| 004C B223760.12 | Joint Compound | Heterogeneous White Non-fibrous Bound | 70% | Calc Carb Binder | None Detected |
| No drywall present | | | | | |
| 005A B223760.13 | Texture Ceiling | Heterogeneous White Non-fibrous Bound | 65% | Calc Carb Vermiculite Binder | None Detected |



ASBESTOS BULK ANALYSIS

By: POLARIZING LIGHT MICROSCOPY

Client: Asbestos Inspections LLC
 4686 Peedee Hwy
 Conway, SC 29527

Lab Code: B223760
Date Received: 02-16-22
Date Analyzed: 02-23-22
Date Reported: 02-23-22

Project: 5767 Dogwood Circle

ASBESTOS BULK PLM, EPA 600 METHOD

| Client ID Lab ID | Lab Description | Lab Attributes | NON-ASBESTOS COMPONENTS | | | ASBESTOS % | |
|-------------------------------|--|-------------------|-------------------------|-------------|---------------|---------------|---------------|
| | | | Fibrous | Non-Fibrous | | | |
| 005B B223760.14 | Texture Ceiling | Heterogeneous | 65% | Calc Carb | None Detected | | |
| | | White | 10% | Vermiculite | | | |
| | | Non-fibrous | 25% | Binder | | | |
| | | Bound | | | | | |
| 005C B223760.15 | Texture Ceiling | Heterogeneous | 65% | Calc Carb | None Detected | | |
| | | White | 10% | Vermiculite | | | |
| | | Non-fibrous | 25% | Binder | | | |
| | | Bound | | | | | |
| 006A Layer 1 B223760.16 | Shingle | Heterogeneous | 20% | Fiberglass | 60% | Tar | None Detected |
| | | Black | | | 20% | Gravel | |
| | | Fibrous | | | | | |
| | | Bound | | | | | |
| Layer 2 B223760.16 | Tarpaper | Homogeneous | 70% | Cellulose | 30% | Tar | None Detected |
| | | Black | | | | | |
| | | Fibrous | | | | | |
| | | Bound | | | | | |
| 006B Layer 1 B223760.17 | Shingle | Heterogeneous | 20% | Fiberglass | 60% | Tar | None Detected |
| | | Black | | | 20% | Gravel | |
| | | Fibrous | | | | | |
| | | Bound | | | | | |
| Layer 2 B223760.17 | Tarpaper | Homogeneous | 70% | Cellulose | 30% | Tar | None Detected |
| | | Black | | | | | |
| | | Fibrous | | | | | |
| | | Bound | | | | | |
| 006C Layer 1 B223760.18 | Sample Submitted for TEM Analysis | | | | | | |
| | Layer 2 B223760.18 Sample Submitted for TEM Analysis | | | | | | |



LEGEND: Non-Anth = Non-Asbestiform Anthophyllite
 Non-Trem = Non-Asbestiform Tremolite
 Calc Carb = Calcium Carbonate

METHOD: EPA 600 / R93 / 116 and EPA 600 / M4-82 / 020

REPORTING LIMIT: <1% by visual estimation

REPORTING LIMIT FOR POINT COUNTS: 0.25% by 400 Points or 0.1% by 1,000 Points

REGULATORY LIMIT: >1% by weight

Due to the limitations of the EPA 600 method, nonfriable organically bound materials (NOBs) such as vinyl floor tiles can be difficult to analyze via polarized light microscopy (PLM). EPA recommends that all NOBs analyzed by PLM, and found not to contain asbestos, be further analyzed by Transmission Electron Microscopy (TEM). Please note that PLM analysis of dust and soil samples for asbestos is not covered under NVLAP accreditation. *Estimated measurement of uncertainty is available on request.*

This report relates only to the samples tested or analyzed and may not be reproduced, except in full, without written approval by Eurofins CEI. Eurofins CEI makes no warranty representation regarding the accuracy of client submitted information in preparing and presenting analytical results. Interpretation of the analytical results is the sole responsibility of the client. Samples were received in acceptable condition unless otherwise noted. This report may not be used by the client to claim product endorsement by NVLAP or any other agency of the U.S. Government.

Information provided by customer includes customer sample ID and sample description.

ANALYST: *Samantha Card*
Samantha Card

APPROVED BY: *Tianbao Bai*
Tianbao Bai, Ph.D., CIH
Laboratory Director





CEI

CHAIN OF CUSTODY

730 SE Maynard Road, Cary, NC 27511
Tel: 866-481-1412; Fax: 919-481-1442

| | |
|----------------------|---------|
| LAB USE ONLY: | |
| ECEI Lab Code: | B223760 |
| ECEI Lab I.D. Range: | |

18

| COMPANY INFORMATION | PROJECT INFORMATION |
|--|---|
| ECEI CLIENT #: | Job Contact: Dawn Schoolcraft |
| Company: Asbestos Inspections, LLC | Email / Tel: dschoolcraft1978@gmail.com |
| Address: 4686 Pee Dee Hwy., Conway, SC 29527 | Project Name: 5767 Dogwood Circle |
| | Project ID#: |
| Email: dschoolcraft1978@gmail.com | PO #: |
| Tel: 843-995-5197 Fax: | STATE SAMPLES COLLECTED IN: SC |

IF TAT IS NOT MARKED STANDARD 3 DAY TAT APPLIES.

| ASBESTOS | METHOD | TURN AROUND TIME | | | | | |
|------------------------|----------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|-------------------------------------|
| | | 4 HR | 8 HR | 1 DAY | 2 DAY | 3 DAY | 5 DAY |
| PLM BULK | EPA 600 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| PLM POINT COUNT (400) | EPA 600 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| PLM POINT COUNT (1000) | EPA 600 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| PLM GRAV w POINT COUNT | EPA 600 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| PLM BULK | CARB 435 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| PCM AIR* | NIOSH 7400 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| TEM AIR | EPA AHERA | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| TEM AIR | NIOSH 7402 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| TEM AIR (PCME) | ISO 10312 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| TEM AIR | ASTM 6281-15 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| TEM BULK | CHATFIELD | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| TEM DUST, WIPE | ASTM D6480-05 (2010) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| TEM DUST MICROVAC | ASTM D5755-09 (2014) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| TEM SOIL | ASTM D7521-16 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| TEM VERMICULITE | CINCINNATI METHOD | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| TEM QUALITATIVE | IN-HOUSE METHOD | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| OTHER: | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

*Blanks should be taken from the same sample lot as field samples.

| | | | |
|--|------------------|---------------------|---|
| REMARKS / SPECIAL INSTRUCTIONS: Please analyze TEMs following negative PLMs. | | | <input checked="" type="checkbox"/> Accept Samples <input type="checkbox"/> Reject Samples |
| Relinquished By: | Date/Time | Received By: | Date/Time |
| Dawn Schoolcraft | 2/15/2022 | JB | 2/16 10:10 |

By submitting samples, you are agreeing to ECEI's Terms and Conditions.
Samples will be disposed of 30 days after analysis



CEI

March 2, 2022

Asbestos Inspections LLC
4686 Peedee Hwy
Conway, SC 29527

CLIENT PROJECT: 5767 Dogwood Circle
LAB CODE: T220545

Dear Customer:

Enclosed are asbestos analysis results for TEM bulk samples received at our laboratory on February 23, 2022. The samples were analyzed for asbestos using transmission electron microscopy (TEM) per Chatfield/EPA 600/R-93/116 Sec. 2.5.5.1 method.

Sample results containing > 1% asbestos are considered asbestos-containing materials (ACMs) per the EPA regulatory requirements. The detection limit for the TEM Chatfield/EPA 600/R-93/116 Sec. 2.5.5.1 method is <1% depending on the processed weight and constituents of the sample.

Thank you for your business and we look forward to continuing good relations.

Kind Regards,

A handwritten signature in black ink, appearing to read "Tianbao Bai".

Tianbao Bai, Ph.D., CIH
Laboratory Director



ASBESTOS ANALYTICAL REPORT
By: Transmission Electron Microscopy

Prepared for

Asbestos Inspections LLC

CLIENT PROJECT: 5767 Dogwood Circle

LAB CODE: T220545

TEST METHOD: Bulk Chatfield
EPA 600 / R93 / 116 Sec. 2.5.5.1

REPORT DATE: 03/02/22

730 SE Maynard Road • Cary, NC 27511 • 919.481.1413



ASBESTOS BULK ANALYSIS

By: TRANSMISSION ELECTRON MICROSCOPY

Client: Asbestos Inspections LLC
 4686 Peedee Hwy
 Conway, SC 29527

Lab Code: T220545
Date Received: 02-23-22
Date Analyzed: 03-02-22
Date Reported: 03-02-22

Project: 5767 Dogwood Circle

TEM BULK CHATFIELD / EPA 600 / R93 / 116 Sec. 2.5.5.1

| Client ID Lab ID | Material Description | Sample Weight (g) | Organic Material % | Acid Soluble Material % | Acid Insoluble Material % | Asbestos % |
|---------------------|-------------------------|-------------------------|--------------------------|-------------------------------|---------------------------------|------------------|
| 001C T37684 | Black Shingle | 0.704 | 16.4 | 31.6 | 52 | None Detected |
| 001C T37685 | Black Tarpaper | 01.208 | 98.3 | 1.2 | .5 | None Detected |
| 006C T37686 | Black Shingle | 0.614 | 28.8 | 52.6 | 18.6 | None Detected |
| 006C T37687 | Black Tarpaper | 0.543 | 96.1 | 1.7 | 2.2 | None Detected |



LEGEND: None

METHOD: CHATFIELD & EPA/600/R-93/116 Sec. 2.5.5.1

LIMIT OF DETECTION: Varies with the weight and constituents of the sample (<1%)

REGULATORY LIMIT: >1% by weight

This report relates only to the samples tested or analyzed and may not be reproduced, except in full, without written approval by Eurofins CEI. Eurofins CEI makes no warranty representation regarding the accuracy of client submitted information in preparing and presenting analytical results. Interpretation of the analytical results is the sole responsibility of the client. *Estimated measurement of uncertainty is available on request.* Samples were received in acceptable condition unless otherwise noted.

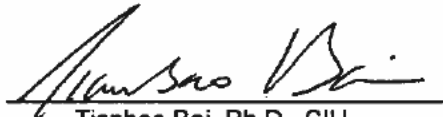
Information provided by customer includes customer sample ID, location, volume and area as well as date and time of sampling.

Eurofins CEI recommends between 0.500 and 0.200 grams of sample material. *Any weight below 0.100 grams is considered below protocol guidelines.*

ANALYST:


Kamila Reichert

APPROVED BY:


Tianbao Bai, Ph.D., CIH
Laboratory Director

T220545
T37684-
T37687



CEI

CHAIN OF CUSTODY

730 SE Maynard Road, Cary, NC 27511
Tel: 866-481-1412; Fax: 919-481-1442

LAB USE ONLY

ECEI Lab Code: **B223760**

ECEI Lab I.D. Range:

18

| COMPANY INFORMATION | | PROJECT INFORMATION | |
|--|------|---|--|
| ECEI CLIENT #: | | Job Contact: Dawn Schoolcraft | |
| Company: Asbestos Inspections, LLC | | Email / Tel: dschoolcraft1978@gmail.com | |
| Address: 4686 Pee Dee Hwy., Conway, SC 29527 | | Project Name: 5767 Dogwood Circle | |
| | | Project ID#: | |
| Email: dschoolcraft1978@gmail.com | | PO #: | |
| Tel: 843-995-5197 | Fax: | STATE SAMPLES COLLECTED IN: SC | |

IF TAT IS NOT MARKED STANDARD 3 DAY TAT APPLIES.

| ASBESTOS | METHOD | TURN AROUND TIME | | | | | |
|-------------------------|----------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|-------------------------------------|
| | | 4 HR | 8 HR | 1 DAY | 2 DAY | 3 DAY | 5 DAY |
| PLM BULK | EPA 600 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| PLM POINT COUNT (400) | EPA 600 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| PLM POINT COUNT (1000) | EPA 600 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| PLM GRAY w. POINT COUNT | EPA 600 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| PLM BULK | CARB 435 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| PCM AIR* | NIOSH 7400 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| TEM AIR | EPA AHERA | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| TEM AIR | NIOSH 7402 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| TEM AIR (PCME) | ISO 10312 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| TEM AIR | ASTM 6281-15 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| TEM BULK | CHATFIELD | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| TEM DUST WIFE | ASTM D6480-05 (2010) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| TEM DUST MICROVAC | ASTM D5755-09 (2014) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| TEM SOIL | ASTM D7521-16 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| TEM VERMICULITE | CINCINNATI METHOD | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| TEM QUALITATIVE | IN-HOUSE METHOD | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| OTHER: | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

*Blanks should be taken from the same sample lot as field samples.

REMARKS / SPECIAL INSTRUCTIONS: Please analyze TEMs following negative PLMs.

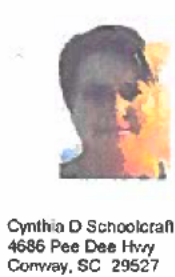
Accept Samples
 Reject Samples

| Relinquished By: | Date/Time | Received By: | Date/Time |
|------------------|-----------------|--------------|------------|
| Dawn Schoolcraft | 2/15/2022 | JB | 2/16 10:10 |
| SC | 2-23-22 10:50am | | |

By submitting samples, you are agreeing to ECEI's Terms and Conditions.
Samples will be disposed of 30 days after analysis

Asbestos Inspection Report
5767 Dogwood Circle
Project Number – 2022-01-061
March 4, 2022

APPENDIX 4
License



Cynthia D Schoolcraft
4686 Pee Dee Hwy
Conway, SC 29527

132947

**North Carolina
Asbestos Accreditation**

| EXPIRATION | | | | |
|-------------|-------|-------|-----|--|
| 06-30-2022 | | | | |
| DOB | SEX | HT | WT | |
| 11-16-1978 | F | 5'3" | 140 | |
| CLASS | # | EXP | | |
| AIR MONITOR | 80874 | 06-21 | | |
| DESIGNER | 40524 | 06-22 | | |
| INSPECTOR | 12884 | 06-22 | | |

12884, 06/30/2022, North Carolina, Dawn Schoolcraft



**American Council for
Accredited Certification**

It is the certifier that

Cynthia Dawn Schoolcraft

has met all the specific standards and qualifications of the certification process, including continued professional development, and is hereby re-certified as a

CIEC

**Council-certified
Indoor Environmental Consultant**

This certificate expires on September 30, 2023

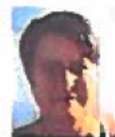
Charles F. White (Signature)
Charles F. White, Executive Director

This certificate remains the property of the American Council for Accredited Certification

1909008, 09/30/2023, South Carolina, Dawn Schoolcraft

SCDHEC ISSUED
Asbestos ID Card

Dawn Schoolcraft



| | | Expiration Date: |
|--------------------|-----------------|------------------|
| AIR SAMPLER | AS-00418 | 06/06/22 |
| CONSULTBI | BI-00738 | 06/07/22 |
| CONSULTMP | MP-00245 | 06/07/22 |
| CONSULTPD | PD-00157 | 06/08/22 |

BI-00738, 06/07/2022, South Carolina, Dawn Schoolcraft



LBP-R-1162035-2, 03/16/2024, South Carolina, Dawn Schoolcraft

Horry County SC #1

Address :5719 Rosewood Drive

Date: 5/8/23

| Items Inside of Home | | | | | |
|-----------------------------|-------------------------|------------------|--------------------|----------------------|---|
| Minimum 2 Photos of Inside | | | | | |
| Appliances | | | | | |
| | Attached | | | | |
| | | Stove Top no | Microwave no | | |
| | Detached | | | | |
| | | Refrigerator yes | Stove yes | Hot water heater yes | Microwave, washer/dryer |
| | Other items left behind | Furnishings yes | Trash yes | | |
| Photo | | | | | |
| Photo | | | | | |
| | | | | | |
| | | | | | |
| Items Outside of Home | | | | | |
| Minimum 4 Photos of Outside | | | | | |
| | | Electric Meter | yes | no | meter housing / service disconnected |
| | | Pool | Above grnd | Below grnd | N/A |
| | | Bult in BBQ | yes | no | NO |
| | | Type of Driveway | Concrete yes | Gravel/dirt | Concrete |
| | | Fishpond | | | N/A |
| | | Statues | | | N/A |
| | | Outside lights | Mercury vapor | | N/A |
| | | Light poles | | | N/A |
| | | Fencing | Is it shared? | | Yes shared; chain link on Rt and Wood (maybe shared) |
| | | Mailbox | NO | | No Mailbox |
| | | Trees Yes | Near foundation NO | | None near foundation |
| | | Other items | | | Swing set and debris throughout the property |
| Photo Front | Yes | | | | |
| Photo Side | Yes | | | | |
| Photo Back | Yes | Out Buildings | | | 2 outbuildings some have contents and firepit - retaining wall block construction |
| Photo Side | Yes | HVAC | | | HVAC Unit on side of home |

NOTE: Look for things that will need to be removed by the contractor both inside and outside. Trees in the yard will remain.

Field Work Done by S Foster and A Lynn May 8-10, 2023

Horry County SC

Address: 5777 Rosewood Drive

Date: 05/08/2023

| Items Inside of Home | | | | | |
|-----------------------------|----------------------------|---------------------|--------------------------|-------------------------|--|
| Minimum 2 Photos of Inside | | | | | |
| Appliances | | | | | |
| | Attached | | | | |
| | | Stove Top | Microwave | | House is gutted |
| | Detached | | | | |
| | | Refrigerator | Stove | Hot water heater yes | Washer/dryer |
| | Other items left behind | Furnishings | Trash yes | | |
| Photo | | | | | |
| Photo | | | | | |
| | | | | | |
| Items Outside of Home | | | | | |
| Minimum 4 Photos of Outside | | | | | |
| | | Electric Meter | yes | no | Meter Housing / disconnected |
| | | Pool | Above grnd | Below grnd | NO |
| | | Bult in BBQ | yes | no | NO |
| | | Type of Driveway | concrete | Gravel/dirt | Concrete |
| | | Fishpond | | | NO |
| | | Statues | | | NO |
| | | Outside lights | Mercury vapor | | NO |
| | | Light poles | | | NO |
| | | Fencing Yes | Is it shared? | Yes | Chain-link fence – back / wood - fence sides, (may be shared) |
| | | Mailbox | | Yes | Mailbox is still standing |
| | | Trees Yes | Near foundation NO | Not near foundation | Keel trees if possible |
| | | Other items | yes | block fire pit | stacked retaining wall firepit back yard |
| Photo Front | Yes | | | | |
| Photo Side | Yes | | | | |
| Photo Back | Yes | Outbuilding | | | Outbuilding with concrete block non mortared foundation and retaining wall |
| Photo Side | Yes | | | | |

NOTE: Look for things that will need to be removed by the contractor both inside and outside. Trees in the yard will remain.

Field Work Done by S Foster and A Lynn May 8-10, 2023

Horry County SC Note: Two houses in one

Address: 5799 Rosewood Drive

Date: 05/08/2023

| Items Inside of Home | | | | | |
|-----------------------------|----------------------------|---------------------|--------------------------|------------------|---|
| Minimum 2 Photos of Inside | | | | | |
| Appliances | | | | | |
| | Attached | | | | |
| | | Stove Top | Microwave yes | | dishwasher |
| | Detached | | | | |
| | | Refrigerator yes | Stove yes | Hot water heater | |
| | Other items left behind | Furnishings | Trash | | |
| Photo | | | | | |
| Photo | | | | | |
| Items Outside of Home | | | | | |
| Minimum 4 Photos of Outside | | | | | |
| | | Electric Meter | yes | no | Meter Housing / disconnected |
| | | Pool | Above grnd | Below grnd | NO |
| | | Built in BBQ | yes | no | NO |
| | | Type of Driveway | concrete | Gravel/dirt | concrete |
| | | Fishpond | | | NO |
| | | Statues | | | NO |
| | | Outside lights | Mercury vapor | | NO |
| | | Light poles | | | NO |
| | | Fencing | Is it shared? | YES | 4' chain link fence back and right front, 6' vinyl fence side (May be shared) |
| | | Mailbox | | | |
| | | Trees Yes | Near foundation No | | Trees are not near foundation |
| | | Other items | Out buildings | Concrete pads | 3 out building structures and several concrete slabs |
| Photo Front | | YES | | | |
| Photo Side | | YES | | | HVAC Unit on side of home #1 |
| Photo Back | | YES | | | Note: appears to be 2 homes adjoined |
| Photo Side | | YES | | | |

NOTE: Look for things that will need to be removed by the contractor both inside and outside. Trees in the yard will remain.

Field Work Done by S Foster and A Lynn May 8-10, 2023

Horry County SC Note: Boarded up – No Entry

Address: 4699 Peachtree Court

Date: 05/08/2023

| Items Inside of Home | | | | | |
|-----------------------------|-------------------------|--------------------|--------------------|------------------|--|
| Minimum 2 Photos of Inside | | | | | |
| Appliances | | | | | |
| | Attached | | | | No Photos – No entry |
| | | Stove Top | Microwave | | No Photos – No entry |
| | | | | | No Photos – No entry |
| | Detached | | | | No Photos – No entry |
| | | Refrigerator | Stove | Hot water heater | No Photos – No entry |
| | Other items left behind | Furnishings | Trash | | No Photos – No entry |
| Photo | | | | | |
| Photo | | | | | |
| Items Outside of Home | | | | | |
| Minimum 4 Photos of Outside | | | | | |
| | | Electric Meter | yes | no | No Electric Meter seen / County confirms utilities disconnected |
| | | Pool | Above grnd | Below grnd | NO |
| | | Bult in BBQ | yes | no | NO |
| | | Type of Driveway | concrete | Gravel/dirt | Concrete |
| | | Fishpond | | | NO |
| | | Statues | | | NO |
| | | Outside lights YES | Mercury vapor NO | Light Post | Side of home has standing light post photo attached |
| | | Light poles | YES | | See above |
| | | Fencing | Is it shared? | YES | Chain link fence front yard, additional chain link fence side and back (may be shared) back fence is 6' wooded fence (may be shared) |
| | | Mailbox | YES | | Mailbox still installed and standing |
| | | Trees YES | Near foundation NO | | Multiple trees that may make access difficult, but County would like to keep as many trees as possible. |
| | | Other items | Multiple | | Concrete walkway to front door, Large out building, built in hot tub in back porch, |
| Photo Front | | YES | | Debris | Large pile of debris (C&D) in front yard of property |
| Photo Side | | YES | | | Back yard and outbuilding littered with debris and garbage |
| Photo Back | | YES | | | Cat Colony living under the house, neighbors are feeding them |
| Photo Side | | YES | | | |

NOTE: Look for things that will need to be removed by the contractor both inside and outside. Trees in the yard will remain.

Field Work Done by S Foster and A Lynn May 8-10, 2023

Horry County SC Note: Home is elevated

Address: 5885 Rosewood Drive

Date: 05/08/2023

| Items Inside of Home | | | | | |
|-----------------------------|-------------------------|------------------|-----------------|------------------|--|
| Minimum 2 Photos of Inside | | | | | |
| Appliances | Attached | | | | All appliances taken by PNP |
| | | Stove Top | Microwave | | |
| | Detached | | | | |
| | | Refrigerator | Stove | Hot water heater | |
| | Other items left behind | Furnishings | Trash | | |
| Photo | | | | | |
| Photo | | | | | |
| | | | | | |
| | | | | | |
| Items Outside of Home | | | | | |
| Minimum 4 Photos of Outside | | | | | |
| | | Electric Meter | yes | no | NO – Meter Housing exists / all electric detached |
| | | Pool | Above grnd | Below grnd | NO |
| | | Bult in BBQ | yes | no | NO |
| | | Type of Driveway | concrete | Gravel/dirt | Concrete |
| | | Fishpond | | | NO |
| | | Statues | | | NO |
| | | Outside lights | Mercury vapor | | NO |
| | | Light poles | | | NO |
| | | Fencing YES | Is it shared? | YES | 6' wood fence and 6' vinyl fence (on property line, possibly shared) |
| | | Mailbox | YES | | Mailbox in place and still standing |
| | | Trees YES | Near foundation | YES | Trees within 3 feet of foundation on right side |
| | | Other items | | Concrete slab | Concrete slab under entire house |
| Photo Front | | YES | | | |
| Photo Side | | YES | | | |
| Photo Back | | YES | | | Bulkhead in back yard, County wishes bulkhead to stay in place |
| Photo Side | | YES | | | |

NOTE: Look for things that will need to be removed by the contractor both inside and outside. Trees in the yard will remain.

Field Work Done by S Foster and A Lynn May 8-10, 2023

Horry County SC Note: elevated home

Address: 5906 Rosewood Drive

Date:05/08/2023

| Items Inside of Home | | | | | |
|-----------------------------|-------------------------|------------------|-----------------|------------------|---|
| Minimum 2 Photos of Inside | | | | | |
| Appliances | | | | | All appliances donated to PNP |
| | Attached | | | | |
| | | Stove Top | Microwave | | |
| | Detached | | | | |
| | | Refrigerator | Stove | Hot water heater | |
| | Other items left behind | Furnishings | Trash yes | | Ceiling fan on |
| Photo | | | | | |
| Photo | | | | | |
| | | | | | |
| | | | | | |
| Items Outside of Home | | | | | |
| Minimum 4 Photos of Outside | | | | | |
| | | Electric Meter | yes | no | Electric meter housing present- see above |
| | | Pool | Above grnd | Below grnd | Above ground pool with decking |
| | | Bult in BBQ | yes | no | NO |
| | | Type of Driveway | concrete | Gravel/dirt | concrete |
| | | Fishpond | | | NO |
| | | Statues | | | NO |
| | | Outside lights | Mercury vapor | | NO |
| | | Light poles | YES | Utility Pole | Utility pole close to side of house |
| | | Fencing YES | Is it shared? | YES | Chain link fence and 6' wood fence (right side) possibly shared |
| | | Mailbox | NO | | Not seen |
| | | Trees YES | Near foundation | YES | Three (3) large cypress trees near roof, side of structures and near foundation |
| | | Other items | YES | Multiple | Dock – wood, concrete boat launch, out buildings |
| Photo Front | | YES | | | Large out building |
| Photo Side | | YES | | | County wants dock and boat launch removed |
| Photo Back | | YES | | | Bulkhead will stay in place |
| Photo Side | | YES | | | Large concrete slab under entire structure |

NOTE: Look for things that will need to be removed by the contractor both inside and outside. Trees in the yard will remain.

Field Work Done by S Foster and A Lynn May 8-10, 2023

[Horry Co Buyout Demolition 2023](#)

Horry County SC Note: Portion of driveway is shared

Address:5778 Dogwood Circle

Date:05/08/2023

| Items Inside of Home | | | | | |
|-----------------------------|----------------------------|---------------------|--------------------------|-------------------------|--|
| Minimum 2 Photos of Inside | | | | | |
| Appliances | | | | | |
| | Attached | | | | |
| | | Stove Top | Microwave | | |
| | Detached | | | | |
| | | Refrigerator | Stove yes | Hot water heater yes | dishwasher |
| | Other items left behind | Furnishings | Trash yes | | |
| Photo | | | | | |
| Photo | | | | | |
| Items Outside of Home | | | | | |
| Minimum 4 Photos of Outside | | | | | |
| | | Electric Meter | yes | no | Meter housing present / all electrical disconnected |
| | | Pool | Above grnd | Below grnd | NO |
| | | Bult in BBQ | yes | no | NO |
| | | Type of Driveway | concrete | Gravel/dirt | Concrete – IMPORTANT a portion of this driveway serves adjacent property. That portion of the driveway must remain- see Survey |
| | | Fishpond | YES | Small | Pond in back yard, plastic, or fiberglass inground small pond with fish |
| | | Statues | NO | | |
| | | Outside lights | Mercury vapor | NO | |
| | | Light poles | | NO | |
| | | Fencing YES | Is it shared? | YES | Chain link 4' to be demoed and wood 6' fence (wood portion may be shared and may not be a demo item - check |
| | | Mailbox | YES | Installed | Mailbox ids still present and installed |
| | | Trees Yes | Near foundation NO | Not Near foundation | Trees present, not near foundation, County wishes to keep |
| | | Other items | YES | Concrete slab | Concrete slab painted bright yellow in back yard |
| Photo Front | YES | | | Fire Pit | Retaining wall brick fire pit is present in back yard |
| Photo Side | YES | | | out buildings | out building present |
| Photo Back | YES | | | Debris | Garbage and debris present on property. One large tree downed on chain link fence |
| Photo Side | YES | | | | |

NOTE: Look for things that will need to be removed by the contractor both inside and outside. Trees in the yard will remain.

Field Work Done by S Foster and A Lynn May 8-10, 2023

[Horry Co Buyout Demolition 2023](#)

Horry County SC #8

Address: 5782 Dogwood Circle

Date: 5/8/23

| Items Inside of Home | | | | | |
|-----------------------------|-------------------------|------------------|-----------------|--------------------|--|
| Minimum 2 Photos of Inside | | | | | |
| Appliances | | | | | |
| | Attached | | | | |
| | | Stove Top | Microwave | ✓ | |
| | Detached | | | | |
| | | Refrigerator | ✓ Stove | ✓ Hot water heater | |
| | Other items left behind | Furnishings yes | ✓ Trash | | |
| Photo | | | | | |
| Photo | | | | | |
| Items Outside of Home | | | | | |
| Minimum 4 Photos of Outside | | | | | |
| | | Electric Meter | yes | no | |
| | | Pool | Above grnd | Below grnd | |
| | | Bult in BBQ | yes | no | |
| | | Type of Driveway | concrete | Gravel/dirt | Concrete and concrete walkway to house, driveway is shared with the home next door but both are being demolished |
| | | Fishpond | | | NO |
| | | Statues | | | NO |
| | | Outside lights | Mercury vapor | | NO |
| | | Light poles | | | NO |
| | | Fencing | Is it shared? | YES | 6' wood and chain link |
| | | Mailbox | | YES | Still in place |
| | | Trees Yes | Near foundation | NO | Not near foundation |
| | | Other items | YES | outbuildings | |
| Photo Front | | | | YES | |
| Photo Side | | | | YES | |
| Photo Back | | | | YES | C&D and garbage debris – Lawn tractor |
| Photo Side | | | | YES | C&D and garbage debris |

NOTE: Look for things that will need to be removed by the contractor both inside and outside. Trees in the yard will remain.

Field Work Done by S Foster and A Lynn May 8-10, 2023

Horry County SC #9

Address: 5786 Dogwood Circle

Date: 5/8/23

| Items Inside of Home | | | | | |
|-----------------------------|----------------------------|---------------------|--------------------|-------------------------|--|
| Minimum 2 Photos of Inside | | | | | |
| Appliances | | | | | |
| | Attached | | | | |
| | | Stove Top | Microwave yes | | |
| | Detached | | | | |
| | | Refrigerator | Stove yes | Hot water heater yes | |
| | Other items left behind | Furnishings | Trash yes | | |
| Photo | | | | | |
| Photo | | | | | |
| | | | | | |
| | | | | | |
| Items Outside of Home | | | | | |
| Minimum 4 Photos of Outside | | | | | |
| | | Electric Meter | yes | no | Meter Housing disconnected from utility |
| | | Pool | Above grnd | Below grnd | NO |
| | | Bult in BBQ | yes | no | NO |
| | | Type of Driveway | concrete | Gravel/dirt | Concrete with concrete walk to front of home |
| | | Fishpond | | NO | |
| | | Statues | | NO | |
| | | Outside lights | Mercury vapor | NO | |
| | | Light poles | | NO | |
| | | Fencing | Is it shared? | YES | Wood and chain link |
| | | Mailbox | | NO | |
| | | Trees Yes | Near foundation | NO | Trees are not near foundation |
| | | Other items | YES | Storm drain | Storm drain in front-side yard of property just outside of side chain link gate – this item stays in place |
| Photo Front | | | YES | | |
| Photo Side | | | YES | | |
| Photo Back | | | YES | | |
| Photo Side | | | YES | | |

NOTE: Look for things that will need to be removed by the contractor both inside and outside. Trees in the yard will remain.

Horry County SC #9

Address: 5786 Dogwood Circle

Date: 5/8/23

Field Work Done by S Foster and A Lynn May 8-10, 2023

Horry County SC #10

Address: 5790 Dogwood Circle

Date: 5/8/23

| Items Inside of Home | | | | | |
|-----------------------------|-------------------------|------------------|-----------------|------------------|--|
| Minimum 2 Photos of Inside | | | | | |
| Appliances | | | | | |
| | Attached | | | | |
| | | Stove Top | Microwave | | |
| | Detached | | | | |
| | | Refrigerator | Stove | Hot water heater | |
| | Other items left behind | Furnishings | Trash | | |
| Photo | | | | | |
| Photo | | | | | |
| | | | | | |
| | | | | | |
| Items Outside of Home | | | | | |
| Minimum 4 Photos of Outside | | | | | |
| | | Electric Meter | yes | no | Yes – Housing is disconnected from electric |
| | | Pool | Above grnd | Below grnd | NO |
| | | Bult in BBQ | yes | no | NO |
| | | Type of Driveway | concrete | Gravel/dirt | Concrete with additional concrete walkway to house |
| | | Fishpond | | | NO |
| | | Statues | | | NO |
| | | Outside lights | Mercury vapor | | NO |
| | | Light poles | | | NO |
| | | Fencing | Is it shared? | | NO |
| | | Mailbox | | | NO - removed |
| | | Trees Yes | Near foundation | NO | Trees are not near foundation |
| | | Other items | YES | Storm drain | Storm drain / Culvert stays in place |
| Photo Front | | | YES | Water Meter | Water meter present in yard installed in lawn – stays in palce |
| Photo Side | | | YES | | |
| Photo Back | | | YES | | |
| Photo Side | | | YES | | |

NOTE: Look for things that will need to be removed by the contractor both inside and outside. Trees in the yard will remain.

Field Work Done by S Foster and A Lynn May 8-10, 2023

Horry County SC #11 Note: No Entry

Address: 5767 Dogwood Circle

Date: 5/8/23

| Items Inside of Home | | | | | |
|-----------------------------|-------------------------|------------------|-----------------|------------------|--|
| Minimum 2 Photos of Inside | | | | | |
| Appliances | | | | | |
| | Attached | | | | House is trashed and was burned |
| | | Stove Top | Microwave | | |
| | Detached | | | | |
| | | Refrigerator | Stove | Hot water heater | |
| | Other items left behind | Furnishings | Trash | | |
| Photo | | | | | |
| Photo | | | | | |
| Items Outside of Home | | | | | |
| Minimum 4 Photos of Outside | | | | | |
| | | Electric Meter | yes | no | Yes – Housing remains – all electric disconnected |
| | | Pool | Above ground | Below ground | NO |
| | | Bult in BBQ | yes | no | NO |
| | | Type of Driveway | concrete | Gravel/dirt | Asphalt and concrete |
| | | Fishpond | | | NO |
| | | Statues | | | NO |
| | | Outside lights | Mercury vapor | | NO |
| | | Light poles | | | NO |
| | | Fencing Yes | Is it shared? | NO | 6' X 8' chain link dog pen with wooden tress roof filled with recycles |
| | | Mailbox | | YES | Mailbox is still present |
| | | Trees yes | Near foundation | NO | No trees near foundation but there is severe vegetative overgrowth |
| | | Other items | multiple | | Outbuildings X 2, sandbags at front side of property, free standing tree house structure |
| Photo Front | | | | | Masonry brick wall 10' X30" X 4 ' high |
| Photo Side | | | | | Concrete back patio |
| Photo Back | | | | | Back yard full of debris and garbage |
| Photo Side | | | | | Out buildings could not be entered, appears to be full of C&D |

NOTE: Look for things that will need to be removed by the contractor both inside and outside. Trees in the yard will remain.

Field Work Done by S Foster and A Lynn May 8-10, 2023.

Horry County SC #12 Note: Boarded up – No Entry

Address: 4779 Cottonwood Drive

Date: 5/8/23

| Items Inside of Home | | | | | |
|-----------------------------|-------------------------|------------------|-----------------|------------------|--|
| Minimum 2 Photos of Inside | | | | | |
| Appliances | | | | | |
| | Attached | | | | No Entry – No Photos |
| | | Stove Top | Microwave | | No Entry – No Photos |
| | Detached | | | | No Entry – No Photos |
| | | Refrigerator | Stove | Hot water heater | No Entry – No Photos |
| | Other items left behind | Furnishings | Trash | | No Entry – No Photos |
| Photo | | | | | No Entry – No Photos |
| Photo | | | | | |
| | | | | | |
| | | | | | |
| Items Outside of Home | | | | | |
| Minimum 4 Photos of Outside | | | | | |
| | | | | | Back yard had no access |
| | | Electric Meter | yes | no | NO |
| | | Pool | Above grnd | Below grnd | NO |
| | | Bult in BBQ | yes | no | NO |
| | | Type of Driveway | concrete | Gravel/dirt | Concrete |
| | | Fishpond | | | NO |
| | | Statues | | | NO |
| | | Outside lights | Mercury vapor | | NO |
| | | Light poles | | | NO |
| | | Fencing Yes | Is it shared? | NO | Chain link fencing 4' high |
| | | Mailbox | Yes | uninstalled | Mailbox exists but is uninstalled any laying on the ground |
| | | Trees yes | Near foundation | YES | Trees are in close proximity to the foundation and structure; 1 large tree is against the foundation |
| | | Other items | Yes | Multiple | Out buildings X 3, overgrowth, motorized equipment, tractor, C&D everywhere including one tire |
| Photo Front | | | YES | | Contents of home and furnishings in back and side yard |
| Photo Side | | | YES | | Concrete front porch and paver walkway |
| Photo Back | | | NO | | Back of house not accessible |
| Photo Side | | | NO | | Left side of house not accessible |

NOTE: Look for things that will need to be removed by the contractor both inside and outside. Trees in the yard will remain.

Field Work Done by S Foster and A Lynn May 8-10, 2023

[Horry Co Buyout Demolition 2023](#)

Horry County SC #13 Note: Home raised on concrete block

Address: White Pine Drive Key not working

Date: 5/8/23

| Items Inside of Home | | | | | No Access – Key not Working |
|-----------------------------|-------------------------|------------------|-----------------|------------------|---|
| Minimum 2 Photos of Inside | | | | | |
| Appliances | | | | | |
| | Attached | | | | No Access – Key not Working |
| | | Stove Top | Microwave | | No Access – Key not Working |
| | Detached | | | | |
| | | Refrigerator | Stove | Hot water heater | No Access – Key not Working |
| | Other items left behind | Furnishings | Trash | | No Access – Key not Working |
| Photo | NO | | | | No Access – Key not Working |
| Photo | NO | | | | No Access – Key not Working |
| | | | | | |
| | | | | | |
| Items Outside of Home | | | | | |
| Minimum 4 Photos of Outside | | | | | |
| | | Electric Meter | yes | no | Housing disconnected from electric |
| | | Pool | Above grnd | Below grnd | NO |
| | | Bult in BBQ | yes | no | NO |
| | | Type of Driveway | concrete | Gravel/dirt | Concrete with concrete slab under entire home |
| | | Fishpond | | | NO |
| | | Statues | | | NO |
| | | Outside lights | Mercury vapor | | NO |
| | | Light poles | | | NO |
| | | Fencing Yes | Is it shared? | YES | 6' wood fence and 4' chain link most likely shared |
| | | Mailbox | Yes | Uninstalled | Mailbox exists but is down in front yard |
| | | Trees Yes | Near foundation | NO | Trees are not near foundation |
| | | Other items | Yes | Utility Cap | Round large utility cap in front yard, possibly septic cap? |
| Photo Front | | | YES | | |
| Photo Side | | | YES | | |
| Photo Back | | | YES | | |
| Photo Side | | | YES | | |

NOTE: Look for things that will need to be removed by the contractor both inside and outside. Trees in the yard will remain.

Field Work Done by S Foster and A Lynn May 8-10, 2023

Horry County SC #14 Note: Home Gutted

Address: 4780 White Pine Drive

Date: 5/8/23

| Items Inside of Home | | | | | Home gutted – No Contents |
|-----------------------------|-------------------------|------------------|-----------------|------------------|--|
| Minimum 2 Photos of Inside | | | | | |
| Appliances | | | | | |
| | Attached | | | | Home gutted – No Contents |
| | | Stove Top | Microwave | | Home gutted – No Contents |
| | Detached | | | | Home gutted – No Contents |
| | | Refrigerator | Stove | Hot water heater | Home gutted – No Contents |
| | Other items left behind | Furnishings | Trash | | Home gutted – No Contents |
| Photo | | | | | |
| Photo | | | | | |
| | | | | | |
| | | | | | |
| Items Outside of Home | | | | | |
| Minimum 4 Photos of Outside | | | | | |
| | | Electric Meter | yes | no | Housing remains but electric is disconnected |
| | | Pool | Above grnd | Below grnd | NO |
| | | Bult in BBQ | yes | no | NO |
| | | Type of Driveway | concrete | Gravel/dirt | Concrete and concrete walk to house |
| | | Fishpond | | | NO |
| | | Statues | | | NO |
| | | Outside lights | Mercury vapor | | NO |
| | | Light poles | | | NO |
| | | Fencing Yes | Is it shared? | NO | 4' chain link fence on sides of property with gate |
| | | Mailbox | YES | uninstalled | Mailbox is uninstalled any laying in driveway |
| | | Trees Yes | Near foundation | NO | Tree are not near foundation |
| | | Other items | YES | Dock | Wooded dock on piles – large, County wishes to keep bulkhead |
| Photo Front | | YES | | | County wishes that after dock is removed that piles be cut |
| Photo Side | | YES | | | BULKHEAD STAYS |
| Photo Back | | YES | | | |
| Photo Side | | YES | | | |

NOTE: Look for things that will need to be removed by the contractor both inside and outside. Trees in the yard will remain.

Field Work Done by S Foster and A Lynn May 8-10, 2023

Horry County SC #15 Note: Guttled

Address: 4746 White Pine Drive

Date: 5/8/23

| Items Inside of Home | | | | | Inside of home was gutted |
|-----------------------------|-------------------------|------------------|-----------------|------------------|--|
| Minimum 2 Photos of Inside | | | | | |
| Appliances | | | | | |
| | Attached | | | | Inside of home was gutted |
| | | Stove Top | Microwave | | Inside of home was gutted |
| | Detached | | | | |
| | | Refrigerator | Stove | Hot water heater | Inside of home was gutted |
| | Other items left behind | Furnishings | Trash | | Inside of home was gutted |
| Photo | | | | | |
| Photo | | | | | |
| | | | | | |
| | | | | | |
| Items Outside of Home | | | | | Inside of home was gutted |
| Minimum 4 Photos of Outside | | | | | |
| | | Electric Meter | yes | no | Housing is disconnected from electric |
| | | Pool | Above grnd | Below grnd | NO |
| | | Bult in BBQ | yes | no | NO |
| | | Type of Driveway | concrete | Gravel/dirt | Concrete with additional concrete walkway to front |
| | | Fishpond | | | NO |
| | | Statues | | | NO |
| | | Outside lights | Mercury vapor | | NO |
| | | Light poles | | | NO |
| | | Fencing Yes | Is it shared? | NO | Chain link fence and gates 4' high |
| | | Mailbox | NO | | No Mailbox but mailbox stand with house number is still standing |
| | | Trees Yes | Near foundation | NO | No trees near foundation |
| | | Other items | | Outbuilding | out building in back yard – no contents |
| Photo Front | | YES | | | Some household items in back yard C&D debris , tub, windows |
| Photo Side | | YES | | | |
| Photo Back | | YES | | | |
| Photo Side | | YES | | | |

NOTE: Look for things that will need to be removed by the contractor both inside and outside. Trees in the yard will remain.

Field Work Done by S Foster and A Lynn May 8-10, 2023

Horry County SC #16 Note: Cleaned Out

Address: 4745 White Pine Drive

Date: 5/8/23

| Items Inside of Home | | | | | All Appliances cleared out |
|-----------------------------|-------------------------|------------------|-----------------|------------------|---|
| Minimum 2 Photos of Inside | | | | | |
| Appliances | | | | | |
| | Attached | | | | All Appliances cleared out |
| | | Stove Top | Microwave | | All Appliances cleared out |
| | Detached | | | | All Appliances cleared out |
| | | Refrigerator | Stove | Hot water heater | All Appliances cleared out |
| | Other items left behind | Furnishings | Trash | | All Appliances cleared out – contents cleared out |
| Photo | | | | | |
| Photo | | | | | |
| | | | | | |
| | | | | | |
| Items Outside of Home | | | | | |
| Minimum 4 Photos of Outside | | | | | |
| | | Electric Meter | yes | no | Housing disconnected from electric |
| | | Pool | Above grnd | Below grnd | NO |
| | | Bult in BBQ | yes | no | NO |
| | | Type of Driveway | concrete | Gravel/dirt | Concrete |
| | | Fishpond | | | NO |
| | | Statues | | | NO |
| | | Outside lights | Mercury vapor | | NO |
| | | Light poles | | | NO |
| | | Fencing Yes | Is it shared? | NO | Chain link 4' not shared |
| | | Mailbox | YES | installed | Mailbox still installed |
| | | Trees Yes | Near foundation | NO | Trees are noy near foundation |
| | | Other items | YES | Out building | Out building / shed with wood walkway |
| Photo Front | | YES | | | |
| Photo Side | | YES | | | |
| Photo Back | | YES | | | |
| Photo Side | | YES | | | |

NOTE: Look for things that will need to be removed by the contractor both inside and outside. Trees in the yard will remain.

Field Work Done by S Foster and A Lynn May 8-10, 2023

Horry County SC #17

Address: 4730 White Pine Drive

Date: 5/8/23

| Items Inside of Home | | | | | |
|-----------------------------|-------------------------|------------------|-----------------|------------------|--|
| Minimum 2 Photos of Inside | | | | | |
| Appliances | | | | | |
| | Attached | | | | |
| | | Stove Top | Microwave | | |
| | Detached | | | | |
| | | Refrigerator | Stove | Hot water heater | |
| | Other items left behind | Furnishings | Trash | | |
| Photo | | | | | |
| Photo | | | | | |
| | | | | | |
| | | | | | |
| Items Outside of Home | | | | | |
| Minimum 4 Photos of Outside | | | | | |
| | | Electric Meter | yes | no | Housing disconnected from electric |
| | | Pool | Above grnd | Below grnd | NO |
| | | Bult in BBQ | yes | no | NO |
| | | Type of Driveway | concrete | Gravel/dirt | Concrete |
| | | Fishpond | | | NO |
| | | Statues | | | NO |
| | | Outside lights | Mercury vapor | | NO |
| | | Light poles | | | NO |
| | | Fencing Yes | Is it shared? | Yes | 4' chain link and 6' wood dog ear fence appears to be shared |
| | | Mailbox | YES | Installed | Mailbox with house numbers still installed |
| | | Trees Yes | Near foundation | NO | No trees near foundation |
| | | Other items | | NO | |
| Photo Front | | YES | | | |
| Photo Side | | YES | | | |
| Photo Back | | YES | | | |
| Photo Side | | YES | | | |

NOTE: Look for things that will need to be removed by the contractor both inside and outside. Trees in the yard will remain.

Field Work Done by S Foster and A Lynn May 8-10, 2023

Horry County SC

Address: 4720 White Pine

Date: 05/08/2023

| Items Inside of Home | | | | | |
|-----------------------------|-------------------------|------------------|-----------------|------------------|--|
| Minimum 2 Photos of Inside | | | | | |
| Appliances | | | | | |
| | Attached | | | | |
| | | Stove Top | Microwave | | |
| | Detached | | | | |
| | | Refrigerator | Stove | Hot water heater | |
| | Other items left behind | Furnishings | Trash | | |
| Photo | | | | | |
| Photo | | | | | |
| | | | | | |
| | | | | | |
| Items Outside of Home | | | | | |
| Minimum 4 Photos of Outside | | | | | |
| | | Electric Meter | yes | no | Housing disconnected from electric |
| | | Pool | Above grnd | Below grnd | NO |
| | | Built in BBQ | yes | no | NO |
| | | Type of Driveway | concrete | Gravel/dirt | Concrete and concrete slab under entire house |
| | | Fishpond | | | NO |
| | | Statues | | | NO |
| | | Outside lights | Mercury vapor | | NO |
| | | Light poles | | | NO |
| | | Fencing Yes | Is it shared? | partially | Right side 4' chain link shared, back chain link |
| | | Mailbox | NO | | |
| | | Trees Yes | Near foundation | NO | Trees are not near foundation |
| | | Other items | YES | Outbuilding | Left back wood out building empty except for some 5-gallon paint drums |
| Photo Front | | YES | | Debris | Fire pit steel drum, garbage, exercise bike, household items |
| Photo Side | | YES | | Retaining wall | Concrete block retaining wall 40' X 12 " |
| Photo Back | | YES | | | |
| Photo Side | | YES | | | |

NOTE: Look for things that will need to be removed by the contractor both inside and outside. Trees in the yard will remain.

Field Work Done by S Foster and A Lynn May 8-10, 2023

Horry County SC

Address:4729 Whitepine Drive

Date: 05/08/2023

| Items Inside of Home | | | | | |
|-----------------------------|-------------------------|------------------|-----------------|------------------|--|
| Minimum 2 Photos of Inside | | | | | |
| Appliances | | | | | |
| | Attached | | | | |
| | | Stove Top | Microwave | | |
| | Detached | | | | |
| | | Refrigerator | Stove yes | Hot water heater | dishwasher |
| | Other items left behind | Furnishings | Trash | | |
| Photo | | | | | |
| Photo | | | | | |
| | | | | | |
| | | | | | |
| Items Outside of Home | | | | | |
| Minimum 4 Photos of Outside | | | | | |
| | | Electric Meter | yes | no | Housing disconnected from all electric service |
| | | Pool | Above grnd | Below grnd | NO |
| | | Bult in BBQ | yes | no | YES – large built in firepit with large chimney – block construction |
| | | Type of Driveway | concrete | Gravel/dirt | Concrete and multiple concrete patio areas in the back and front yards |
| | | Fishpond | | | NO |
| | | Statues | | | NO |
| | | Outside lights | Mercury vapor | | NO |
| | | Light poles | | | NO |
| | | Fencing Yes | Is it shared? | YES | 4' chain link on back of yard shared with neighbor |
| | | Mailbox | YES | installed | Mailbox with house numbers still installed |
| | | Trees Yes | Near foundation | NO | No Trees Near Foundation |
| | | Other items | Yes | Shed | Wooden shed / wood storage |
| Photo Front | YES | | | | |
| Photo Side | YES | | | | |
| Photo Back | YES | | | | |
| Photo Side | YES | | | | |

NOTE: Look for things that will need to be removed by the contractor both inside and outside. Trees in the yard will remain.

Field Work Done by S Foster and A Lynn May 8-10, 2023

Horry County SC Note: Home used for Fire Training

Address: 4701 White Pine Drive

Date: 05/08/2023

| Items Inside of Home | | | | | |
|-----------------------------|-------------------------|------------------|-----------------|------------------|--|
| Minimum 2 Photos of Inside | | | | | |
| Appliances | | | | | |
| | Attached | | | | |
| | | Stove Top | Microwave | | |
| | Detached | | | | |
| | | Refrigerator | Stove | Hot water heater | |
| | Other items left behind | Furnishings | Trash | | |
| Photo | | | | | |
| Photo | | | | | |
| | | | | | |
| | | | | | |
| Items Outside of Home | | | | | |
| Minimum 4 Photos of Outside | | | | | |
| | | Electric Meter | yes | no | Housing disconnected from electric / solar inverter may be connected |
| | | Pool | Above grnd | Below grnd | NO |
| | | Bult in BBQ | yes | no | NO |
| | | Type of Driveway | concrete | Gravel/dirt | Concrete |
| | | Fishpond | | | NO |
| | | Statues | | | NO |
| | | Outside lights | Mercury vapor | | NO |
| | | Light poles | | | NO |
| | | Fencing Yes | Is it shared? | NO | 6' wood fence |
| | | Mailbox | YES | Installed | Mailbox still installed with house numbers |
| | | Trees NO | Near foundation | NO | No Trees |
| | | Other items | YES | Solar Panels | Solar Panels still installed on roof , battery and inverter may be present |
| Photo Front | YES | | | Debris | C&D and garbage/household contents scattered about back yard |
| Photo Side | YES | | | Out Building | Wood out building attached to side of brick house, debris inside |
| Photo Back | YES | | | | |
| Photo Side | YES | | | | |

NOTE: Look for things that will need to be removed by the contractor both inside and outside. Trees in the yard will remain.

Field Work Done by S Foster and A Lynn May 8-10, 2023

Horry County SC #21 Note: Used for Fire Training/ No Entry

Address: 4715 White Pine Drive

Date: 5/8/23

| Items Inside of Home | | | | Used for fire training / gutted No Entry | |
|-----------------------------|-------------------------|------------------|-----------------|--|--|
| Minimum 2 Photos of Inside | | | | | |
| Appliances | | | | | |
| | Attached | | | | Used for fire training / gutted No Entry |
| | | Stove Top | Microwave | | Used for fire training / gutted No Entry |
| | Detached | | | | Used for fire training / gutted No Entry |
| | | Refrigerator | Stove | Hot water heater | Used for fire training / gutted No Entry |
| | Other items left behind | Furnishings | Trash | | Used for fire training / gutted No Entry |
| Photo | NO | | | | |
| Photo | NO | | | | |
| | | | | | |
| | | | | | |
| Items Outside of Home | | | | | |
| Minimum 4 Photos of Outside | | | | | |
| | | Electric Meter | yes | no | unseen |
| | | Pool | Above grnd | Below grnd | NO |
| | | Bult in BBQ | yes | no | NO |
| | | Type of Driveway | concrete | Gravel/dirt | Concrete |
| | | Fishpond | | | NO |
| | | Statues | | | NO |
| | | Outside lights | Mercury vapor | | NO |
| | | Light poles | | | NO |
| | | Fencing Yes | Is it shared? | NO | Chain link |
| | | Mailbox | NO | | |
| | | Trees Yes | Near foundation | NO | Trees are not near foundation , however vegetation is severely overgrown |
| | | Other items | YES | Storm Drain | Storm drain in front yard stays in place |
| Photo Front | YES | | | Debris | C&D, multiple car tires, household debris and garbage in yard |
| Photo Side | YES | | | Debris | Small, motorized gas equipment |
| Photo Back | YES | | | Debris | C&D debris in front and side of home |
| Photo Side | YES | | | | |

NOTE: Look for things that will need to be removed by the contractor both inside and outside. Trees in the yard will remain.

Field Work Done by S Foster and A Lynn May 8-10, 2023

Horry County SC #22 Note: Home is in HOA

Address: 621 West Oak Circle Drive

Date: 5/9/23

| Items Inside of Home | | | | | |
|-----------------------------|----------------------------|---------------------|--------------------|-------------------------|--|
| Minimum 2 Photos of Inside | | | | | |
| Appliances | | | | | |
| | Attached | | | | |
| | | Stove Top | Microwave yes | | |
| | Detached | | | | |
| | | Refrigerator no | Stove yes | Hot water heater yes | Dishwasher, fireplace insert |
| | Other items left behind | Furnishings | Trash yes | | |
| Photo | | | | | |
| Photo | | | | | |
| | | | | | |
| | | | | | |
| Items Outside of Home | | | | | |
| Minimum 4 Photos of Outside | | | | | |
| | | Electric Meter | yes | no | Housing disconnected from electric |
| | | Pool | Above grnd | Below grnd | NO |
| | | Bult in BBQ | yes | no | NO |
| | | Type of Driveway | concrete | Gravel/dirt | Concrete |
| | | Fishpond | | | NO |
| | | Statues | | | NO |
| | | Outside lights | Mercury vapor | | NO |
| | | Light poles | | | NO In ground electric utility on property line |
| | | Fencing No | Is it shared? | N/A | |
| | | Mailbox | | NO | |
| | | Trees | Near foundation | NO | |
| | | Other items | Propane | Tank | Propane tank in back yard installed underground with hatch and access in back lawn |
| Photo Front | YES | | Curbing | | As per County – Curb stays in place |
| Photo Side | YES | | Gutter | | As per County – Gutter stays in place |
| Photo Back | YES | | | | |
| Photo Side | YES | | | | |

Horry County SC #22 Note: Home is in HOA

Address: 621 West Oak Circle Drive

Date: 5/9/23

NOTE: Look for things that will need to be removed by the contractor both inside and outside. Trees in the yard will remain.

Field Work Done by S Foster and A Lynn May 8-10, 2023

Curb and gutter stays

Horry County SC #23 Note: Home in HOA

Address: 641 West Oak Circle Drive

Date: 5/9/23

| Items Inside of Home | | | | | |
|-----------------------------|-------------------------|------------------|-----------------|----------------------|--|
| Minimum 2 Photos of Inside | | | | | |
| Appliances | Attached | | | | |
| | | Stove Top no | Microwave yes | | |
| | Detached | | | | |
| | | Refrigerator no | Stove yes | Hot water heater yes | dishwasher |
| | Other items left behind | Furnishings no | Trash no | | |
| Photo | | | | | |
| Photo | | | | | |
| | | | | | |
| | | | | | |
| Items Outside of Home | | | | | |
| Minimum 4 Photos of Outside | | | | | |
| | | Electric Meter | yes | no | Housing disconnected from electric |
| | | Pool | Above grnd | Below grnd | NO |
| | | Bult in BBQ | yes | no | NO |
| | | Type of Driveway | concrete | Gravel/dirt | Concrete with concrete walk |
| | | Fishpond | | | NO |
| | | Statues | | | NO |
| | | Outside lights | Mercury vapor | | NO |
| | | Light poles | | | NO |
| | | Fencing | Is it shared? | | NO |
| | | Mailbox | | | NO |
| | | Trees Yes | Near foundation | YES | One large tree near foundation |
| | | Other items | Easement | County Easement | Side walk and land bridge nature walk County Easement stays in place |
| Photo Front | YES | | | | |
| Photo Side | YES | | | | |
| Photo Back | YES | | | | |
| Photo Side | YES | | | | |

Horry County SC #23 Note: Home in HOA

Address: 641 West Oak Circle Drive

Date: 5/9/23

NOTE: Look for things that will need to be removed by the contractor both inside and outside. Trees in the yard will remain.

Field Work Done by S Foster and A Lynn May 8-10, 2023 curb and gutter stays

Horry County SC #24

Address: 644 West Oak Circle Drive

Date: 5/9/23

| Items Inside of Home | | | | | |
|-----------------------------|-------------------------|------------------|-----------------|----------------------|--|
| Minimum 2 Photos of Inside | | | | | |
| Appliances | | | | | |
| | Attached | | | | |
| | | Stove Top no | Microwave no | | |
| | Detached | | | | |
| | | Refrigerator no | Stove no | Hot water heater yes | No washer/dryer |
| | Other items left behind | Furnishings no | Trash no | | |
| Photo | | | | | |
| Photo | | | | | |
| | | | | | |
| | | | | | |
| Items Outside of Home | | | | | |
| Minimum 4 Photos of Outside | | | | | |
| | | Electric Meter | yes | no | Meter housing disconnected |
| | | Pool | Above grnd | Below grnd | NO |
| | | Bult in BBQ | yes | no | NO |
| | | Type of Driveway | concrete | Gravel/dirt | Concrete |
| | | Fishpond | | | NO |
| | | Statues | | | NO |
| | | Outside lights | Mercury vapor | | NO |
| | | Light poles | | | NO |
| | | Fencing YES | Is it shared? | Partially | Picket PVC 4' fence is not shared and is on neighbors' property line on left side, right side and back of fence may not be share and part of this property |
| | | Mailbox | YES | Installed | Mailbox still standing |
| | | Trees Yes | Near foundation | NO | No trees near foundation |
| | | Other items | YES | Sanitary Sewer | Sanitary Sewer and cleanout located in lawn at front of property |
| Photo Front | | YES | | | |
| Photo Side | | YES | | | |
| Photo Back | | YES | | | |
| Photo Side | | YES | | | |

Horry County SC #24

Address: 644 West Oak Circle Drive

Date: 5/9/23

NOTE: Look for things that will need to be removed by the contractor both inside and outside. Trees in the yard will remain.

Field Work Done by S Foster and A Lynn May 8-10, 2023

Horry County SC #25 Note HOA/ Home used for fire training Address: 661 West Oak Circle Drive

Date: 5/9/23

| Items Inside of Home | | | | | |
|-----------------------------|-------------------------|------------------|-----------------|----------------------|---|
| Minimum 2 Photos of Inside | | | | | |
| Appliances | | | | | |
| | Attached | | | | |
| | | Stove Top no | Microwave no | | |
| | Detached | | | | |
| | | Refrigerator no | Stove no | Hot water heater yes | No dishwasher; no washer/dryer |
| | Other items left behind | Furnishings no | Trash no | | |
| Photo | | | | | |
| Photo | | | | | |
| | | | | | |
| | | | | | |
| Items Outside of Home | | | | | |
| Minimum 4 Photos of Outside | | | | | |
| | | Electric Meter | yes | no | Not sure if electric service is disconnected – see photo |
| | | Pool | Above grnd | Below grnd | NO |
| | | Bult in BBQ | yes | no | NO |
| | | Type of Driveway | concrete | Gravel/dirt | Concrete |
| | | Fishpond | | | NO |
| | | Statues | | | NO |
| | | Outside lights | Mercury vapor | | NO |
| | | Light poles | | | NO |
| | | Fencing NO | Is it shared? | NO | NO |
| | | Mailbox | | NO | |
| | | Trees Yes | Near foundation | NO | Only small saplings are near foundation |
| | | Other items | YES | Water/Sewer | Utility Cleanouts, in Ground water and sewer front right lawn |
| Photo Front | | | | | |
| Photo Side | | | | | |
| Photo Back | | | | | |
| Photo Side | | | | | |

NOTE: Look for things that will need to be removed by the contractor both inside and outside. Trees in the yard will remain.

Field Work Done by S Foster and A Lynn May 8-10, 2023

Horry County SC #26 Note: HOA

Address: 649 West Oak Circle Drive

Date: 5/9/2023

| Items Inside of Home | | | | | |
|-----------------------------|-------------------------|------------------|-----------------|----------------------|---|
| Minimum 2 Photos of Inside | | | | | |
| Appliances | Attached | | | | |
| | | Stove Top no | Microwave no | | |
| | Detached | | | | |
| | | Refrigerator no | Stove no | Hot water heater yes | Dishwasher; no washer/dryer |
| | Other items left behind | Furnishings no | Trash no | | |
| Photo | | | | | |
| Photo | | | | | |
| | | | | | |
| | | | | | |
| Items Outside of Home | | | | | |
| Minimum 4 Photos of Outside | | | | | |
| | | Electric Meter | yes | no | Housing disconnected from service |
| | | Pool | Above grnd | Below grnd | NO |
| | | Built in BBQ | yes | no | NO |
| | | Type of Driveway | concrete | Gravel/dirt | Concrete with concrete walkway |
| | | Fishpond | | | NO |
| | | Statues | | | NO |
| | | Outside lights | Mercury vapor | | NO |
| | | Light poles | | | NO |
| | | Fencing | Is it shared? | | NO |
| | | Mailbox | YES | installed | Mailbox still standing |
| | | Trees Yes | Near foundation | YES | Some trees near foundation in left side and left back |
| | | Other items | YES | In ground electric | Shared in ground electrical see photo |
| Photo Front | | YES | | Water meter | Water meter left front lawn see photo |
| Photo Side | | YES | | | |
| Photo Back | | YES | | | |
| Photo Side | | YES | | | |

Horry County SC #26 Note: HOA

Address: 649 West Oak Circle Drive

Date: 5/9/2023

NOTE: Look for things that will need to be removed by the contractor both inside and outside. Trees in the yard will remain.

Field Work Done by S Foster and A Lynn May 8-10, 2023 curb and gutter stays

Horry County SC #27

Address: 1049 Starcreek Circle

Date: 5/9/23

| Items Inside of Home | | | | | |
|-----------------------------|-------------------------|------------------|-----------------|----------------------|---|
| Minimum 2 Photos of Inside | | | | | |
| Appliances | | | | | |
| | Attached | | | | |
| | | Stove Top no | Microwave no | | |
| | Detached | | | | |
| | | Refrigerator no | Stove no | Hot water heater yes | No dishwasher; no washer dryer |
| | Other items left behind | Furnishings | Trash | | |
| Photo | | | | | |
| Photo | | | | | |
| | | | | | |
| | | | | | |
| Items Outside of Home | | | | | |
| Minimum 4 Photos of Outside | | | | | |
| | | Electric Meter | yes | no | Housing Disconnected from electrical service |
| | | Pool | Above grnd | Below grnd | NO |
| | | Built in BBQ | yes | no | NO |
| | | Type of Driveway | concrete | Gravel/dirt | Concrete and back concrete patio |
| | | Fishpond | | | NO |
| | | Statues | | | NO |
| | | Outside lights | Mercury vapor | | NO |
| | | Light poles | | | NO |
| | | Fencing Yes | Is it shared? | YES | 6' vinyl fencing on left side appears to be shared |
| | | Mailbox | YES | Installed | Mailbox still installed |
| | | Trees Yes | Near foundation | YES | Multiple smaller trees near foundation back and sides |
| | | Other items | YES | Paver Patio | Back paver stone patio and back stone retaining wall |
| Photo Front | | YES | | Debris | C&D debris and garbage in back yard |
| Photo Side | | YES | | | |
| Photo Back | | YES | | | |
| Photo Side | | YES | | | |

NOTE: Look for things that will need to be removed by the contractor both inside and outside. Trees in the yard will remain.

Horry County SC #27

Address: 1049 Starcreek Circle

Date: 5/9/23

Field Work Done by S Foster and A Lynn May 8-10, 2023

Horry County SC #28 used for SWAT Training

Address: 1050 Starcreek Circle

Date: 5/9/23

| Items Inside of Home | | | | | |
|-----------------------------|-------------------------|------------------|-----------------|----------------------|--|
| Minimum 2 Photos of Inside | | | | | |
| Appliances | | | | | |
| | Attached | | | | |
| | | Stove Top no | Microwave no | | |
| | Detached | | | | |
| | | Refrigerator no | Stove no | Hot water heater yes | No dishwasher; no washer/dryer |
| | Other items left behind | Furnishings | Trash yes | | |
| Photo | | | | | |
| Photo | | | | | |
| | | | | | |
| | | | | | |
| Items Outside of Home | | | | | |
| Minimum 4 Photos of Outside | | | | | |
| | | Electric Meter | yes | no | Housing disconnected from electrical |
| | | Pool | Above grnd | Below grnd | NO |
| | | Bult in BBQ | yes | no | NO |
| | | Type of Driveway | concrete | Gravel/dirt | Concrete and concrete front walkway also back concrete patio |
| | | Fishpond | | NO | |
| | | Statues | | NO | |
| | | Outside lights | Mercury vapor | NO | |
| | | Light poles | | NO | |
| | | Fencing Yes | Is it shared? | Partially | Back fence may be shared. Left and right-side fence not shared 6' wood and 4' picket |
| | | Mailbox | Yes | Installed | Mailbox still in place |
| | | Trees Yes | Near foundation | YES | Some trees near foundation |
| | | Other items | YES | Firepit | Stone retaining wall block firepit |
| Photo Front | YES | | | C&D | C&D debris located at left back |
| Photo Side | YES | | | | |
| Photo Back | YES | | | | |
| Photo Side | YES | | | | |

Horry County SC #28 used for SWAT Training

Address: 1050 Starcreek Circle

Date: 5/9/23

NOTE: Look for things that will need to be removed by the contractor both inside and outside. Trees in the yard will remain.

Field Work Done by S Foster and A Lynn May 8-10, 2023

Horry County SC #29 Note: Used for SWAT practice

Address: 1053 Starcreek Circle

Date: 5/9/2023

| Items Inside of Home | | | | | |
|-----------------------------|-------------------------|------------------|-----------------|------------------|---|
| Minimum 2 Photos of Inside | | | | | |
| Appliances | | | | | |
| | Attached | | | | |
| | | Stove Top | Microwave | | |
| | Detached | | | | |
| | | Refrigerator | Stove | Hot water heater | |
| | Other items left behind | Furnishings | Trash | | |
| Photo | | | | | |
| Photo | | | | | |
| | | | | | |
| | | | | | |
| Items Outside of Home | | | | | |
| Minimum 4 Photos of Outside | | | | | |
| | | Electric Meter | yes | no | Housing disconnected from electrical |
| | | Pool | Above grnd | Below grnd | NO |
| | | Bult in BBQ | yes | no | NO |
| | | Type of Driveway | concrete | Gravel/dirt | Concrete |
| | | Fishpond | | NO | |
| | | Statues | | NO | |
| | | Outside lights | Mercury vapor | NO | |
| | | Light poles | | NO | |
| | | Fencing Yes | Is it shared? | Yes | 6' vinyl fence sides and back may be shared |
| | | Mailbox | Yes | Installed | Mailbox is still installed |
| | | Trees Yes | Near foundation | NO | |
| | | Other items | YES | Outbuildings | 2 outbuildings and outdoor grill area |
| Photo Front | | YES | | | |
| Photo Side | | YES | | | |
| Photo Back | | YES | | | |
| Photo Side | | YES | | | |

NOTE: Look for things that will need to be removed by the contractor both inside and outside. Trees in the yard will remain.

Field Work Done by S Foster and A Lynn May 8-10, 2023

Horry County SC #30

Address: 1057 Starcreek Circle

Date:5/9/23

| Items Inside of Home | | | | | |
|-----------------------------|-------------------------|------------------|-----------------|----------------------|--------------------------------------|
| Minimum 2 Photos of Inside | | | | | |
| Appliances | | | | | |
| | Attached | | | | |
| | | Stove Top no | Microwave yes | | |
| | Detached | | | | |
| | | Refrigerator no | Stove yes | Hot water heater yes | Dishwasher yes; no washer/dryer |
| | Other items left behind | Furnishings no | Trash no | | |
| Photo | | | | | |
| Photo | | | | | |
| | | | | | |
| | | | | | |
| Items Outside of Home | | | | | |
| Minimum 4 Photos of Outside | | | | | |
| | | Electric Meter | yes | no | Housing disconnected from electrical |
| | | Pool | Above grnd | Below grnd | NO |
| | | Bult in BBQ | yes | no | NO |
| | | Type of Driveway | concrete | Gravel/dirt | Concrete and concrete walkway |
| | | Fishpond | | | NO |
| | | Statues | | | NO |
| | | Outside lights | Mercury vapor | | NO |
| | | Light poles | | | NO |
| | | Fencing Yes | Is it shared? | NO | 6-foot vinyl fencing back and sides |
| | | Mailbox | Yes | installed | Mailbox still installed |
| | | Trees Yes | Near foundation | NO | Not near foundation |
| | | Other items | Yes | Flagpole | Back left yard 20' |
| Photo Front | | YES | | Outbuilding | Back left yard 20' X16' |
| Photo Side | | YES | | | |
| Photo Back | | YES | | | |
| Photo Side | | YES | | | |

NOTE: Look for things that will need to be removed by the contractor both inside and outside. Trees in the yard will remain.

Horry County SC #30

Address: 1057 Starcreek Circle

Date:5/9/23

Field Work Done by S Foster and A Lynn May 8-10, 2023

Horry County SC #31

Address: 1062 Starcreek Circle

Date:5/9/23

| Items Inside of Home | | | | | |
|-----------------------------|----------------------------|---------------------|--------------------|-------------------------|---|
| Minimum 2 Photos of Inside | | | | | |
| Appliances | | | | | |
| | Attached | | | | |
| | | Stove Top | Microwave yes | | |
| | Detached | | | | |
| | | Refrigerator no | Stove no | Hot water heater yes | No washer/dryer |
| | Other items left behind | Furnishings no | Trash no | | |
| Photo | | | | | |
| Photo | | | | | |
| | | | | | |
| | | | | | |
| Items Outside of Home | | | | | |
| Minimum 4 Photos of Outside | | | | | |
| | | Electric Meter | yes | no | Housing disconnected from electrical |
| | | Pool | Above grnd | Below grnd | NO |
| | | Bult in BBQ | yes | no | NO |
| | | Type of Driveway | concrete | Gravel/dirt | Concrete |
| | | Fishpond | | | NO |
| | | Statues | | | NO |
| | | Outside lights | Mercury vapor | | NO |
| | | Light poles | | | NO |
| | | Fencing | Is it shared? | | NO |
| | | Mailbox | | | NO |
| | | Trees | Near foundation | | NO |
| | | Other items | YES | storm drain | Front yard utility storm drain / back yard utility clean out pipe |
| Photo Front | YES | | | | |
| Photo Side | YES | | | | |
| Photo Back | YES | | | | |
| Photo Side | YES | | | | |

NOTE: Look for things that will need to be removed by the contractor both inside and outside. Trees in the yard will remain.

Horry County SC #31

Address: 1062 Starcreek Circle

Date:5/9/23

Field Work Done by S Foster and A Lynn May 8-10, 2023

Horry County SC #32 Note: Used for SWAT training

Address: 1063 Starcreek Circle

Date:5/9/23

| Items Inside of Home | | | | | |
|-----------------------------|-------------------------|------------------|-----------------|----------------------|--|
| Minimum 2 Photos of Inside | | | | | |
| Appliances | | | | | |
| | Attached | | | | |
| | | Stove Top no | Microwave yes | | |
| | Detached | | | | |
| | | Refrigerator yes | Stove yes | Hot water heater yes | |
| | Other items left behind | Furnishings yes | Trash yes | | |
| Photo | | | | | |
| Photo | | | | | |
| | | | | | |
| | | | | | |
| Items Outside of Home | | | | | |
| Minimum 4 Photos of Outside | | | | | |
| | | Electric Meter | yes | no | Housing disconnected from electrical |
| | | Pool | Above grnd | Below grnd | NO |
| | | Bult in BBQ | yes | no | NO |
| | | Type of Driveway | concrete | Gravel/dirt | Concrete |
| | | Fishpond | | | NO |
| | | Statues | | | NO |
| | | Outside lights | Mercury vapor | | NO |
| | | Light poles | | YES | Large utility pole with anchors easement in back yard within 15' of home |
| | | Fencing Yes | Is it shared? | unsure | 6' vinyl fencing sides and back |
| | | Mailbox | Yes | Installed | Mailbox is still installed |
| | | Trees Yes | Near foundation | YES | Several large trees near foundation on side |
| | | Other items | YES | Storm drain | Storm drain grate / left side lawn see photo |
| Photo Front | | YES | | Utility Pole | Back yard utility pole with anchors see photo |
| Photo Side | | YES | | Debris | C&D cinder block debris 7 CY |
| Photo Back | | YES | | | |
| Photo Side | | YES | | | |

NOTE: Look for things that will need to be removed by the contractor both inside and outside. Trees in the yard will remain.

Horry County SC #32 Note: Used for SWAT training

Address: 1063 Starcreek Circle

Date:5/9/23

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Horry County SC #33 Note: Boarded up / No Entry

Address:1088 Starcreek Circle

Date: 5/9/23

| Items Inside of Home | | | | | |
|-----------------------------|-------------------------|------------------|-----------------|------------------|--|
| Minimum 2 Photos of Inside | | | | | |
| Appliances | | | | | No entry; boarded up; former tenants took keys |
| | Attached | | | | |
| | | Stove Top | Microwave | | |
| | Detached | | | | |
| | | Refrigerator | Stove | Hot water heater | |
| | Other items left behind | Furnishings | Trash | | |
| Photo | N/A | | | | |
| Photo | N/A | | | | |
| | | | | | |
| | | | | | |
| Items Outside of Home | | | | | |
| Minimum 4 Photos of Outside | | | | | |
| | | Electric Meter | yes | no | Housing disconnected from electric |
| | | Pool | Above grnd | Below grnd | NO |
| | | Bult in BBQ | yes | no | NO |
| | | Type of Driveway | concrete | Gravel/dirt | Concrete drive and walkway |
| | | Fishpond | | | NO |
| | | Statues | | | NO |
| | | Outside lights | Mercury vapor | | NO |
| | | Light poles | | | NO |
| | | Fencing Yes | Is it shared? | NO | 6' vinyl fencing not shared |
| | | Mailbox | Yes | Installed | Mailbox still installed |
| | | Trees Yes | Near foundation | NO | No trees near foundation |
| | | Other items | Yes | Outbuildings | Two outbuildings at back of yard near bulkhead |
| Photo Front | YES | | | Dock | 20' X 16' wooden dock back yard, county states bulkhead stays in place / remove dock |
| Photo Side | YES | | | Boat launch | Concrete boat launch to be removed, bulkhead stays in place |
| Photo Back | YES | | | | |
| Photo Side | YES | | | | |

NOTE: Look for things that will need to be removed by the contractor both inside and outside. Trees in the yard will remain.

Field Work Done by S Foster and A Lynn May 8-10, 2023

[Horry Co Buyout Demolition 2023](#)