

CONTRACT DOCUMENTS

COLIGNY REDEVELOPMENT PROJECT RFP 2016-0009

Prepared by



The Town of Hilton Head Island
Beaufort County, South Carolina

July, 2016

**TOWN OF HILTON HEAD ISLAND
COLIGNY REDEVELOPMENT PROJECT**

CONTRACT DOCUMENTS

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**TOWN OF HILTON HEAD ISLAND – RFP 2016-0009
FOR THE CONSTRUCTION OF THE
COLIGNY REDEVELOPMENT PROJECT**

The Town of Hilton Head Island is soliciting sealed proposals from qualified general contractors for the construction of a new park and roadway improvements as part of the Coligny Redevelopment Project on Hilton Head Island, SC in accordance with the plans and specifications attached.

Sealed proposals are due by **2:00 PM on August 25, 2016**. Sealed proposals should be hand carried or delivered by traceable means to:

Jennifer B. Ray, ASLA
Urban Designer
Town of Hilton Head Island
One Town Center Court
Hilton Head Island, SC 29928

All proposals must be clearly marked on the outside with the following: **“RFP 2016-0009 COLIGNY REDEVELOPMENT PROJECT”**. Only sealed proposals received on or before the time and date stated above will be considered. Proposals will be opened at 2:05 PM. The only information that will be made publically available at that time is the formal list of proposals received.

A mandatory pre-proposal conference will be held at the Town of Hilton Head Island Town Hall, One Town Center Court, Hilton Head Island, South Carolina at 1:00 PM on July 28, 2016 in Council Chambers. An optional site visit will be conducted immediately following the pre-proposal conference. Proposals will not be accepted from those contractors who do not attend the mandatory pre-proposal conference. Project Contract Documents and Plans will be available for review at this conference. All offerors may submit questions or requests for clarification in writing to Jennifer Ray no later than 4:30 PM, August 4, 2016. After that date, no more questions or requests will be accepted.

Each offeror is required to be a licensed general contractor within the State of South Carolina. Prior to commencement of work, the selected Contractor and any associated subcontractors will be required to obtain a Town of Hilton Head Island business license to operate within Town limits. Proposers shall be licensed to perform the work described herein as required by Section 40-11-10 et seq., South Carolina Code of Laws, 1976 (as amended) and Section 10-1-10 et seq., Code of the Town of Hilton Head Island, South Carolina, 1983 (as amended).

Proposals must be accompanied by a certified check or Bid Bond in an amount equal to at least 5% of the amount of the proposal made payable to the Town. A Performance Bond and Payment Bond in the amount of 100% of the contract amount will be required once a contract has been awarded and before a notice to proceed is issued.

Proposals must be signed by an official authorized to bind the Offeror, and shall contain a statement that the proposal is firm for a period of at least 90 days from the date of opening.

The Town reserves the right to accept or reject any or all offers received as a result of this request or to negotiate with all qualified offerors or to cancel in part or in its entirety this solicitation if it is in the best interest of the Town to do so. The Town further reserves the right to waive any technicalities and formalities and to delete or reduce the quantities of certain items at its sole discretion.

This solicitation does not commit the Town to award a contract or to pay for any costs incurred in the preparation of your proposal or to procure or contract for any articles of goods or services.

The Town Manager may terminate this contract in whole or part at any time for the convenience of the Town. If the contract is terminated for convenience, the Town will pay the contractor for costs incurred for services performed at the time of termination.

The Town does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or in the provision of goods and services.

The Contractor shall be required to meet all tasks of this contract within **the specified calendar days** of Notice to Proceed shown below. These deadlines may be extended as needed upon demonstrated necessity by the Contractor and written approval of the Town. Liquidated Damages shall be assessed for each day exceeding the performance period of each phase, until the work is completed.

- 1. Phase 1-A: Nassau Street Storm / Resurfacing**
90 Calendar Days from Notice to Proceed
Liquidated Damages: \$2,500.00 / day
- Phase 1-B: Nassau Street**
90 Calendar Days from Notice to Proceed
Liquidated Damages: \$2,500.00 / day
- 2. Phase 2-A: Pope Ave / Lagoon Rd Intersection**
150 Calendar Days from Notice to Proceed
Liquidated Damages: \$2,500.00 / day
- Phase 2-B: Lagoon Road Extension**
90 Calendar Days from Notice to Proceed
Liquidated Damages: \$1,000.00 / day
- 3. Phase 3-A: Tanglewood Pathway**
90 Calendar Days from Notice to Proceed
Liquidated Damages: \$1,000.00 / day
- Phase 3-B: South Forest Beach Pathway**
70 Calendar Days from Notice to Proceed
Liquidated Damages: \$1,000.00 / day
- 4. Phase 4: Coligny Park (including buildings)**
425 Calendar Days from Notice to Proceed
Liquidated Damages: \$2,500.00 / day

Any offeror who qualifies for consideration under the Town's Local Vendor Preference Program should include a copy of their certification form with their bid. Should you have any questions about this preference, please contact Tom Fultz at 843-341-4600 or log on to the Town's Website at www.hiltonheadislandsc.gov.

PROPOSAL FORMAT:

Four (4) hard copies and one (1) .pdf copy on a USB flash drive shall be submitted. Each submittal shall be identical and include a transmittal letter. The transmittal letter does not count toward the page limit. Offeror's cost incurred in responding to the RFP is offeror's alone.

Responses are limited to no more than fifty (50) printed pages using a minimum of a 10-point Times New Roman font and one-inch margins. A page means a display of information on a side of a sheet of paper (printing on a single side of paper is one page; printing on both side of the same sheet of paper is two pages). Submitted document shall be 8 ½" x 11" in surface area, not including its binder. Pages should be numbered consecutively. A table of contents, with corresponding tabs in the body of the proposal, must be included as well to identify each section. Placing multiple tabs on the same page is acceptable. If more than one item in the table of contents can be stated on a single page, you may do so and place all corresponding tabs on that page. Any affidavits, certifications or signed statements called for may be included an in appendix and will not count toward the page limit.

In order to limit the cost incurred by responding to this solicitation, proposers are encouraged to be brief. Firms should devote the majority of the written proposal and the interview time to creative ideas and special qualifications pertinent to this project. Emphasis should be placed on responding to the evaluation criteria, understanding the project requirements and the project goals. If there are multiple firms proposed as one team, each component firm should describe its relevant experience but the total number of pages must be adhered to for the submission.

1. Proposal Cover Letter/Transmittal
2. Proposal Questionnaire
 - a. Include consent of surety
 - b. General Contractor's license
 - c. Certificates of Insurance
3. Project Team
 - a. Org Chart for project team including critical subcontractors
 - b. GC Key Personnel – identify individuals name, years employed by the firm, total years construction experience; include resumes and work experience on projects with similar scope for each GC key personnel listed below
 - i. Officer In Charge
 - ii. Project Manager
 - iii. Superintendent or construction manager
 - iv. Foreman
 - c. Subcontractors – provide list of subcontractors to be used on this project; for critical subcontractors listed below identify company name, individuals name,

office location, years in business under this name, number of projects worked on together; include resumes and work experience on projects with similar scope

- i. Building construction (if not General Contractor)
- ii. Pavement construction (including asphalt, concrete pavement, and specialty pavement)
- iii. Stormwater construction
- iv. Interactive fountain
- v. Decorative metal
- vi. Traffic signal contractor

4. Similar Projects

- a. List up to 10 similar projects (park construction, building construction, roadway and pathway construction, lagoon construction) the firm has completed as a prime contractor. In determining which projects are most related consider similar use, size, and complexity. List projects in priority order with most related project listed first. Identify members of the proposed team that were part of project team (and their roles). For each project include the following information:
 - i. Project Name and location
 - ii. Owner name, phone number, and email address; Please note – it is the respondent’s responsibility to provide accurate and current contact information.
 - iii. Name of project manager and superintendent
 - iv. Names of building construction, pavement construction, and stormwater construction subcontractors
 - v. Contract amount
 - vi. Date completed
 - vii. Type of construction work/description of project
 - viii. Photos of completed project
 - ix. Statement regarding how project is similar (size, scope, etc.) to the Coligny Redevelopment Project
- b. List all similar projects the subcontractor for building construction (if not general contractor) has completed. For each project include the following information:
 - i. Project Name and location
 - ii. Owner name, phone number, and email address
 - iii. Contract amount
 - iv. Date completed
 - v. Type of construction work/description of project
 - vi. Statement regarding how project is similar (size, scope, etc.) to the Coligny Redevelopment Project
- c. List all similar projects the subcontractor for pavement construction (if not general contractor) has completed. For each project include the following information:
 - i. Project Name and location

- ii. Owner name, phone number, and email address
 - iii. Contract amount
 - iv. Date completed
 - v. Type of construction work/description of project
 - vi. Statement regarding how project is similar (size, scope, etc.) to the Coligny Redevelopment Project
- d. List all similar projects the subcontractor for stormwater construction (if not general contractor) has completed. For each project include the following information:
- i. Project Name and location
 - ii. Owner name, phone number, and email address
 - iii. Contract amount
 - iv. Date completed
 - v. Type of construction work/description of project
 - vi. Statement regarding how project is similar (size, scope, etc.) to the Coligny Redevelopment Project
- e. List all similar projects the subcontractor for interactive fountain construction has completed. For each project include the following information:
- i. Project Name and location
 - ii. Owner name, phone number, and email address
 - iii. Contract amount
 - iv. Date completed
 - v. Type of construction work/description of project
 - vi. Statement regarding how project is similar (size, scope, etc.) to the Coligny Redevelopment Project
- f. List all similar projects the subcontractor for decorative metal construction has completed. For each project include the following information:
- i. Project Name and location
 - ii. Owner name, phone number, and email address
 - iii. Contract amount
 - iv. Date completed
 - v. Type of construction work/description of project
- g. List all similar projects the traffic signal subcontractor has completed. For each project include the following information:
- i. Project Name and location
 - ii. Owner name, phone number, and email address
 - iii. Contract amount
 - iv. Date completed
 - v. Type of construction work/description of project
5. Work Plan – provide a detailed work plan, including references to specific examples in relevant submitted projects, that describes understanding of project including the

- following:
- a. Project phasing including multiple deadlines. Describe how you will open completed portions of work while securing portions still under construction.
 - b. Describe understanding of need to have stormwater infrastructure accessible during each phase of the project.
 - c. Describe plan for inspection and maintenance of erosion and sediment control measures
 - d. Describe utility coordination procedures including utility relocations shown in the plans and unforeseen utility conflicts
 - e. Describe strategy for traffic control (including vehicular and pedestrian traffic), including limited disruptions for access to adjacent properties including beach parking.
 - f. Identify size and proposed location for construction staging & material storage.
 - g. Describe method for coordinating with and scheduling other contractors working on project including playground contractor, public art installation, and security camera and wi-fi installation.
 - h. Describe plan for communicating with owner and subcontractors throughout project.
 - i. Describe cost control methods during construction and how you procure subcontractors; confirm scope and value; and ensure proper payment.
 - j. Describe how you will develop, maintain, and update the detailed project schedule during construction. Describe your approach to assuring timely completion of the project. Describe your experience with scheduling programs such as Microsoft Project and Primavera.
 - k. Describe your quality assurance program, including construction surveying, materials testing, and coordination inspections. Explain the methods used to ensure quality control during construction.
 - l. Describe your experience with LEED certification or with projects where sustainable building strategies were implemented.
6. Schedule - provide a detailed critical path method schedule for each identified project phase, depicting a detailed construction sequence, with major tasks and time durations for each tasks, showing how the job will be completed within the allotted time, as identified in the Table 1 – Coligny Redevelopment Project Schedule Phasing and Exhibit 1 – Coligny Redevelopment Project Construction Phasing Plan. Schedules shall include logical relationships between major activities, identify total float and activity/free float, (Early Start, Late Start, Early Finish, Late Finish), durations in calendar days, lead time for materials ordering and delivery, and coordination of other Town contractors. Project tracking software printouts accompanied by a detailed description of each task are required. At a minimum the schedule should include the following major tasks:
- a. Surveying / Staking
 - b. Utility Locations and Coordination
 - c. Erosion and Sediment Control Installation
 - d. Traffic Control Installation
 - e. Clearing and Grubbing
 - f. Demolition
 - g. Re-shaping of the pond in each phase
 - h. Storm drainage infrastructure

- i. Grading and Earthwork
 - j. Concrete work for each phase
 - k. Pavement Base Preparation
 - l. Asphalt Paving
 - m. Building footings/foundations
 - n. Playground equipment installation
 - o. Construction of decorative items including interactive fountain
 - p. Landscaping/Grassing of event lawn
 - q. Cleanup/Punch List
 - r. Final Completion
7. Work Load – list projects the firm is contracted to work on between September 2016 and June 2018 with value over \$1,000,000. For each project include the following information:
- a. project name and location
 - b. owner name, phone number, and email address
 - c. contract amount
 - d. type of work
 - e. percent complete as of the date of the preparation of this proposal
 - f. estimated completion date

SELECTION CRITERIA:

Award will be made based on the evaluation of proposals using the following criteria:

- 1. 40% Fee Proposal
- 2. 30% Quality of work and experience on projects of similar scope/size (minimum three projects of similar scope and size completed within the past 10 years as the general contractor, a demonstrated record of completed projects on time and on budget and meeting all defined project requirements/expectations, and experience and quality of key personnel assigned to the project (based on resumes and reference checks). The project team is comprised of all required disciplines to successfully complete the project.
- 3. 30% Work plan and schedule – Proposed work plan demonstrates a complete understanding of the tasks reflected in the scope of services. The plan accurately identifies all major challenges. The proposed project schedule is detailed and includes necessary tasks to meet the project deadlines. Sufficient resources are dedicated to complete the project in the time allowed.

SPECIAL INSTRUCTIONS:

Include five references for which your company has completed similar, public sector or government construction projects. Identify a point of contact with phone number and email address for each project.

SCHEDULE:

For purposes of preparing proposals, it shall be presumed that:

- (i.) A mandatory pre-proposal conference shall be held on **July 28, 2016**.
- (ii.) Questions will be accepted until **August 4, 2016**.
- (iii.) Substitution requests will be accepted until **August 4, 2016**.

- (iv.) Proposal Opening shall occur on **August 25, 2016**.
- (ii.) Execution of Agreement anticipated on or before **September 19, 2016**
- (iii.) Notice to Proceed anticipated on or before **September 26, 2016**.
- (iv.) See Exhibit D - Table 1 Coligny Redevelopment Project Schedule Phasing and Exhibit E - Coligny Redevelopment Project Construction Phasing Plan to see dates of when Substantial Completion is expected by for each phase.

A penalty of One Thousand Dollars (\$1,000.00) per day will be assessed for each day required to complete the work past the Substantial Completion deadline of Phase 2-B, Phase 3-A, or Phase 3-B.

A penalty of Two Thousand Five Hundred Dollars (\$2,500.00) per day will be assessed for each day required to complete the work past the Substantial Completion deadline of Phase 1-A, Phase 1-B, Phase 2-A, Phase 4.

Work shall begin within 10 days after Notice to Proceed is issued. A penalty of One Thousand Dollars (\$1,000.00) per day will be assessed for each day that work has not started beyond the required start date.

Construction activity shall only occur from Monday through Saturday from 7:00 AM to sunset unless otherwise authorized by the Town. Any work on Pope Avenue requiring a lane closure may occur from 7:00 am to 7:00 pm based on a variance granted by the SCDOT to allow day time lane closures on Pope Avenue. There is no access permitted on Sundays to the work site unless otherwise authorized by the Town.

CONTRACT DOCUMENTS:

The Project Contract Documents shall be used as the primary basis for developing proposals. Reference is made to said documents for full particulars. Contract Documents may be found on the Town's website

<http://www.hiltonheadislandsc.gov/government/procurement/>. Copies of the Project Contract Documents may be inspected at the Town of Hilton Head Island Town Hall, One Town Center Court, Hilton Head Island, SC 29928, Monday through Friday 8AM to 4:30PM.

For additional information concerning this solicitation, please contact Jennifer Ray at JenniferR@hiltonheadislandsc.gov or (843) 341-4665.

INSTRUCTIONS FOR OFFERORS

1. **INTENTION:** It is intended that the Instructions for Offerors, Special Conditions, General Conditions, Construction Drawings, and Technical Specifications shall cover the complete work to which they relate.
2. **PROPOSED FORMS:** All proposals must be made upon the Proposed Forms hereto annexed, and shall state the amount proposed for each item as shown, and all proposals must be for materials and work called for in the specifications.
3. **RIGHT TO REJECT OFFERS:** The Town reserves the right to reject any or all proposals and to waive formalities. No proposals will be received after the time set for opening proposals. Any unauthorized conditions, limitations, or provisions attached to the proposal, except as provided herein, will render it informal and may cause its rejection. Any Offeror may withdraw their proposal, either personally or by written request at any time prior to the scheduled closing time for receipt of proposals.
4. **ACCEPTANCE OF PROPOSALS:** Proposals may not be revoked or withdrawn after the time set for the opening, but shall remain open for acceptance for a period of ninety (90) calendar days following that time.
5. **PROPOSALS:** The Proposals are to be enclosed in a sealed envelope addressed as follows:

Jennifer B. Ray, ASLA
Urban Designer
Town of Hilton Head Island
One Town Center Court
Hilton Head Island, SC 29928

and clearly marked:

“RFP 2016-0009 COLIGNY REDEVELOPMENT PROJECT”

Proposals must be accompanied by a certified check or Bid Bond (AIA A310-2010) in an amount equal to at least 5% of the amount of the proposal, made payable to the Town, to guarantee that the successful Offeror will within 10 days from the date of the Notice of Award of Contract enter into a contract with the Town and execute to said in the form set forth in the contract bond and specifications referred to in said request for proposals. A Performance Bond (AIA A312-2010) and Payment Bond (AIA A312-2010) in the amount of 100% of the contract amount will be required from the selected Offeror if the proposal exceeds \$100,000.00.

Proposals must be signed by an official of your company authorized to bind the Offeror, and shall contain a statement that the proposal is good for a period of at least ninety (90) days from the date of proposal opening.

PROPOSAL SELECTION CRITERIA:

The Contract will be awarded, if it is awarded, to the Offeror with the most advantageous proposal. The Town shall determine the most advantageous proposal, based on the following criteria:

1. 40% Fee Proposal
2. 30% Quality of work and experience on projects of similar scope/size (minimum three projects of similar scope and size completed within the past 10 years as the general contractor, a demonstrated record of completed projects on time and on budget and meeting all defined project requirements/expectations, and experience and quality of key personnel assigned to the project (based on resumes and reference checks). The project team is comprised of all required disciplines to successfully complete the project.
3. 30% Work plan and schedule – Proposed work plan demonstrates a complete understanding of the tasks reflected in the scope of services. The plan accurately identifies all major challenges. The proposed project schedule is detailed and includes necessary tasks to meet the project deadlines. Sufficient resources are dedicated to complete the project in the time allowed.

The Contractor shall provide the following information for evaluation:

1. Fee

The Contractor shall complete the line item fee proposals as provided in this document as Exhibit A. All line items must include a price, including all bid alternates. If the Contractor fails to follow these instructions, the proposal may be deemed non-responsive and may be disqualified. Due to the projects funding coming from separate funding sources, six fee proposals are included in this project.

- **A-1: Project A - Nassau Street**
- **A-2: Project B - Lagoon Road Extension**
- **A-3: Project C - South Forest Beach Drive**
- **A-4: Project D - Lagoon Pope Intersection**
- **A-5: Coligny Park**
- **A-6: Lagoon Pope Intersection Night Work Alternate**

2. Quality of Work, Project Experience, Qualifications of Key Personnel

The Contractor shall complete the accompanying PROPOSAL QUESTIONNAIRE in a manner that provides a detailed, comprehensive

history of its work experience with similar types of projects, including: All pertinent projects shall be listed (with client, date, and location);

- Describe the project ;
- The contact amount for each project;
- Reference or active contact person (name, title, organization/company, phone number, e-mail) for each project (please confirm that reference contact information is valid and up to date).

References are scheduled to be contacted between August 25, 2016 and August 31, 2016.

- Whether the Offeror involved:
 - a) Maintains a permanent place of business;
 - b) Has adequate plant equipment to do the work properly and expeditiously;
 - c) Has suitable financial status to meet obligations incident to the work; and
 - d) Has appropriate technical experience.

As part of the PROPOSAL QUESTIONNAIRE, the Contractor shall provide resumes and information on the key personnel to be assigned to this project.

3. Work Plan

The project phasing is identified so stormwater infrastructure will be accessible during each phase of the project. Careful consideration will need to be made to ensure limited disruptions for access to neighboring properties. The contractor's proposal shall include a detailed Work Plan that describes how he intends to keep access to properties open in the area, allow for access to the park site, and reshaping the lagoon. The plan should also include discussion of maintaining traffic and pedestrian control within the project limits.

PROPOSAL FORMAT:

Four (4) hard copies and one (1) .pdf copy on a USB flash drive shall be submitted. Each submittal shall be identical and include a transmittal letter. The transmittal letter does not count toward the page limit. Offeror's cost incurred in responding to the RFP is offeror's alone.

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certifications or signed statements called for may be included an in appendix and will not count toward the page limit.

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1. Proposal Cover Letter/Transmittal
2. Proposal Questionnaire
 - a. Include consent of surety
 - b. General Contractor's license
 - c. Certificates of Insurance
3. Project Team
 - a. Org Chart for project team including critical subcontractors
 - b. GC Key Personnel – identify individuals name, years employed by the firm, total years construction experience; include resumes and work experience on projects with similar scope for each GC key personnel listed below
 - i. Officer In Charge
 - ii. Project Manager
 - iii. Superintendent or construction manager
 - iv. Foreman
 - c. Subcontractors – provide list of subcontractors to be used on this project; for critical subcontractors listed below identify company name, individuals name, office location, years in business under this name, number of projects worked on together; include resumes and work experience on projects with similar scope
 - i. Building construction (if not General Contractor)
 - ii. Pavement construction (including asphalt, concrete pavement, and specialty pavement)
 - iii. Stormwater construction
 - iv. Interactive fountain
 - v. Decorative metal
 - vi. Traffic Signal Contractor
4. Similar Projects

- a. List up to 10 similar projects (park construction, building construction, roadway and pathway construction, lagoon construction) the firm has completed as a prime contractor. In determining which projects are most related consider similar use, size, and complexity. List projects in priority order with most related project listed first. Identify members of the proposed team that were part of project team (and their roles). For each project include the following information:
 - i. Project Name and location
 - ii. Owner name, phone number, and email address; Please note – it is the respondent’s responsibility to provide accurate and current contact information.
 - iii. Name of project manager and superintendent
 - iv. Names of building construction, pavement construction, and stormwater construction subcontractors
 - v. Contract amount
 - vi. Date completed
 - vii. Type of construction work/description of project
 - viii. Photos of completed project
 - ix. Statement regarding how project is similar (size, scope, etc.) to the Coligny Redevelopment Project
- b. List all similar projects the subcontractor for building construction (if not general contractor) has completed. For each project include the following information:
 - i. Project Name and location
 - ii. Owner name, phone number, and email address
 - iii. Contract amount
 - iv. Date completed
 - v. Type of construction work/description of project
 - vi. Statement regarding how project is similar (size, scope, etc.) to the Coligny Redevelopment Project
- c. List all similar projects the subcontractor for pavement construction (if not general contractor) has completed. For each project include the following information:
 - i. Project Name and location
 - ii. Owner name, phone number, and email address
 - iii. Contract amount
 - iv. Date completed
 - v. Type of construction work/description of project
 - vi. Statement regarding how project is similar (size, scope, etc.) to the Coligny Redevelopment Project

- d. List all similar projects the subcontractor for stormwater construction (if not general contractor) has completed. For each project include the following information:
 - i. Project Name and location
 - ii. Owner name, phone number, and email address
 - iii. Contract amount
 - iv. Date completed
 - v. Type of construction work/description of project
 - vi. Statement regarding how project is similar (size, scope, etc.) to the Coligny Redevelopment Project
 - e. List all similar projects the subcontractor for interactive fountain construction has completed. For each project include the following information:
 - i. Project Name and location
 - ii. Owner name, phone number, and email address
 - iii. Contract amount
 - iv. Date completed
 - v. Type of construction work/description of project
 - vi. Statement regarding how project is similar (size, scope, etc.) to the Coligny Redevelopment Project
 - f. List all similar projects the subcontractor for decorative metal construction has completed. For each project include the following information:
 - i. Project Name and location
 - ii. Owner name, phone number, and email address
 - iii. Contract amount
 - iv. Date completed
 - v. Type of construction work/description of project
 - g. List all similar projects the traffic signal subcontractor has completed. For each project include the following information:
 - i. Project Name and location
 - ii. Owner name, phone number, and email address
 - iii. Contract amount
 - iv. Date completed
 - v. Type of construction work/description of project
5. Work Plan – provide a detailed work plan, including references to specific examples in relevant submitted projects, that describes understanding of project including the following:
- a. Project phasing including multiple deadlines. Describe how you will open completed portions of work while securing portions still under construction.
 - b. Describe understanding of need to have stormwater infrastructure accessible during each phase of the project.

- c. Describe plan for inspection and maintenance of erosion and sediment control measures
 - d. Describe utility coordination procedures including utility relocations shown in the plans and unforeseen utility conflicts
 - e. Describe strategy for traffic control (including vehicular and pedestrian traffic), including limited disruptions for access to adjacent properties including beach parking.
 - f. Identify size and proposed location for construction staging & material storage.
 - g. Describe method for coordinating with and scheduling other contractors working on project including playground contractor, public art installation, and security camera and wi-fi installation.
 - h. Describe plan for communicating with owner and subcontractors throughout project.
 - i. Describe cost control methods during construction and how you procure subcontractors; confirm scope and value; and ensure proper payment.
 - j. Describe how you will develop, maintain, and update the detailed project schedule during construction. Describe your approach to assuring timely completion of the project. Describe your experience with scheduling programs such as Microsoft Project and Primavera.
 - k. Describe your quality assurance program, including construction surveying, materials testing, and coordination inspections. Explain the methods used to ensure quality control during construction.
 - l. Describe your experience with LEED certification or with projects where sustainable building strategies were implemented.
6. Schedule - provide a detailed critical path method schedule for each identified project phase, depicting a detailed construction sequence, with major tasks and time durations for each tasks, showing how the job will be completed within the allotted time, as identified in the Table 1 – Coligny Redevelopment Project Schedule Phasing and Exhibit 1 – Coligny Redevelopment Project Construction Phasing Plan. Schedules shall include logical relationships between major activities, identify total float and activity/free float, (Early Start, Late Start, Early Finish, Late Finish), durations in calendar days, lead time for materials ordering and delivery, and coordination of other Town contractors. Project tracking software printouts accompanied by a detailed description of each task are required. At a minimum the schedule should include the following major tasks:
- a. Surveying / Staking
 - b. Utility Locations and Coordination
 - c. Erosion and Sediment Control Installation
 - d. Traffic Control Installation
 - e. Clearing and Grubbing
 - f. Demolition
 - g. Re-shaping of the pond in each phase
 - h. Storm drainage infrastructure
 - i. Grading and Earthwork
 - j. Concrete work for each phase

- k. Pavement Base Preparation
 - l. Asphalt Paving
 - m. Building footings/foundations
 - n. Playground equipment installation
 - o. Construction of decorative items including interactive fountain
 - p. Landscaping/Grassing of event lawn
 - q. Cleanup/Punch List
 - r. Final Completion
7. Work Load – list projects the firm is contracted to work on between September 2016 and June 2018 with value over \$1,000,000. For each project include the following information:
- a. project name and location
 - b. owner name, phone number, and email address
 - c. contract amount
 - d. type of work
 - e. percent complete as of the date of the preparation of this proposal
 - f. estimated completion date
6. **INTERPRETATION OF PLANS AND SPECIFICATIONS:** If any person contemplating submitting a proposal for the proposed contract is in doubt as to the true meaning of any part of the plans, specifications, or other proposed contract documents, he may submit to Jennifer Ray, Urban Designer, a written request no later than **4:30 PM August 4, 2016** for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by Addendum duly issued, and a copy of such Addendum will be mailed or delivered to each person receiving a set of such documents. Answers to written questions will be provided to all contractors in attendance at the pre-proposal meeting by **4:30 PM August 11, 2016**.
7. **OFFEROR’S UNDERSTANDING:** Offerors should visit the work site(s) to ascertain by inspection pertinent local conditions such as location, character and accessibility of the site including existing surface and subsurface conditions in the work area, availability of facilities, location and character of existing work within or adjacent thereto, labor conditions, etc. The Town shall make available to all prospective Offerors existing site information that it may possess. Such information shall be given as the best factual information available without being considered as a representative of the Town.
8. **MODIFICATIONS OF QUANTITIES [VALUE ENGINEERING]:** If the selected proposal exceeds the money available for the work, the Town may delete enough of the work to bring the cost within the available funds. The Town reserves the right to delete whichever items or portions of items it considers to be in the best interest of the Town.
9. **CONTRACT COMPLETION TIME:** The time for completion of the work under this contract shall be specified by the phases shown below. This may be extended by the Town for good cause shown.

1. **Phase 1-A: Nassau Street Storm / Resurfacing**
90 Calendar Days from Notice to Proceed
- Phase 1-B: Nassau Street**
90 Calendar Days from Notice to Proceed
2. **Phase 2-A: Pope Ave / Lagoon Rd Intersection**
150 Calendar Days from Notice to Proceed
- Phase 2-B: Lagoon Road Extension**
90 Calendar Days from Notice to Proceed
3. **Phase 3-A: Tanglewood Pathway**
90 Calendar Days from Notice to Proceed
- Phase 3-B: South Forest Beach Pathway**
70 Calendar Days from Notice to Proceed
4. **Phase 4: Coligny Park (including buildings)**
425 Calendar Days from Notice to Proceed

See Exhibit D – Coligny Redevelopment Project Schedule Phasing and Exhibit E – Coligny Redevelopment Project Construction Phasing Plan for detailed descriptions of each phase of the project, early and late notice to proceed dates, and must achieve substantial completion dates for each phase. A notice to proceed will be provided to the Contractor by the Town in order for the Contractor to begin on each phase of the project.

10. CONTRACT SECURITY: If the Proposal is greater than \$100,000, the successful Offeror shall deliver to the Town an executed Performance Bond and Payment Bond in an amount equal to at least 100% of the accepted proposal as security for the faithful performance of the contract and for payment of all persons performing labor and furnishing materials and equipment in connection with this contract. The sureties of all bonds shall be such surety company or companies as are approved by the Town, and as are authorized to transact business in the State of South Carolina. The Contractor will be required to have a current business license from the Town of Hilton Head. The Bond shall cover the one-year service and guarantee on equipment.
11. GENERAL CONDITIONS: The Final Contract Documents will include the "General Conditions of the Contract for Construction" AIA Document A201-2007 prepared by the American Institute of Architects and amended by the Town of Hilton Head Island – Exhibit B.

12. CONTRACTOR'S AND SUB-CONTRACTOR'S INSURANCE:

The Contractor shall not commence work under this agreement until he has obtained all the insurance required under the General Conditions Article 11 and such insurance has been approved by the Town, nor shall the Contract allow any Sub-contractor to commence work on his subcontract until the insurance required of the Sub-contractor has been so obtained and accepted.

13. PERFORMANCE AND PAYMENT BONDS

The Contractor shall furnish the following specified bonds. These bonds shall be kept effective and in full force for one year after completion and acceptance of the work. These bonds shall serve as a guarantee of function and workmanship of the work. These bonds shall make the Contractor's sureties responsible for underwriting the work against faulty workmanship or defective materials. Final acceptance of the work shall not relieve the sureties of responsibility for a period of one year after this final acceptance.

It is distinctly agreed and understood that any change made in the drawings and specifications for the work, (whether such changes increase or decrease the amount thereof) or any change in the manner or the time of payments made by the Town to the Contractor, shall in nowise annul, release, or affect the liability of the surety on the bond given by the Contractor.

The successful Contractor shall furnish, within three (3) days after Agreement is entered in to, a Payment Bond and a Performance Bond for the protection of all persons supplying labor and materials to the Contractor and his subcontractors for the performance of work as specified in this Agreement. The Bonds shall each be in the amount of One Hundred Percent (100%) of the amount of the contract, issued by a Surety Company licensed in South Carolina. The bonds shall be written on AIA A312 Performance Bond and Materials Payment Bond

Every person who has furnished labor or materials to the contractor or its sub-contractors for the work provided pursuant to this contract, in respect of which a payment bond is furnished under this Article and who has not been paid in full therefore before the expiration of a period of ninety (90) days after the day on which the last of the labor was performed by such person, 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 said action for the sum or sums justly due such person; provided, however, that any person having a direct contractual relationship with a sub-contractor of the contractor, but no contractual relationship expressed or implied with the contractor furnishing said payment bond shall have a right of action upon the payment bond upon giving written notice 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 material upon which such claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the material was furnished or supplied or for whom the labor was done or performed. Such notice shall be personally served or served by mailing the same by

registered or certified mail, postage prepaid in an envelope addressed to the Contractor at any place the contractor maintains an office or conducts his business.

Every suit instituted upon payment bond shall be brought in a court of competent jurisdiction for the town, 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 was supplied by the person bringing suit. The obligee named in the bond need not be joined as a party in such suit.

14. LAWS AND REGULATIONS: The Contractor shall comply with District, County, State and Federal laws applicable to the work.
15. SAFETY AND HEALTH REGULATIONS: The Contractor shall comply with the Department of Labor Safety and Health Regulations for Construction promulgated under the Occupational Safety and Health Act of 1970 (PL 91-596) and under Section 107 of the Contract Work and Safety Standards Act (PL 91-54). The regulations are administered by the Department of Labor and the Contractor shall allow access to project to personnel from that Department.
16. TERMINATION OF CONTRACT: If the Town is made to stop construction of the work because of an order from a Court or State Department, the contract may be terminated. Payment will be made for work completed and a pro-ration of the work underway, and for the overhead and profit of the completed work and work underway. Payment will not be made for anticipated profit and overhead on work not completed or underway.
17. PERMITS: Town and State permits apply to the work and will be made part of the Contract. At the time of proposal solicitation, all permits have been applied for but may not have been issued.

**TOWN OF HILTON HEAD ISLAND
PROPOSAL QUESTIONNAIRE**

COLIGNY REDEVELOPMENT PROJECT

NOTE: In order for the Proposal to be considered, it is necessary for an authorized individual of the firm, and on behalf of the firm, to furnish the information requested below.

Date Prepared: _____

Submitted To: Town of Hilton Head Island, ATTN: Jennifer B. Ray, One Town Center Court, Hilton Head Island, SC 29928.

Submitted By:

(Complete Firm Name: Must be the same as the name that will appear on Proposals)

(Complete Street Address and Suite Number, if applicable)

(P. O. Box Number, if applicable) (Zip Code for P. O. Box Number)

(City) (County) (State) (Zip Code for Street Address)

Telephone Number: (_____) _____

Fax Number: (_____) _____

Web Site Address: _____

Email Address: _____

Federal Employer Identification Number: _____

General Contractor License Number: _____

PROPOSAL QUESTIONNAIRE

1. How many years has the firm been in business under the present name? _____
2. How many years of experience does the firm have in park construction work? _____
3. How many years of experience does the firm have as a Prime Contractor? _____
4. How many years of experience does the firm have as a Sub-Contractor? _____
5. How is the firm presently organized? (i.e. Corporation, Company, Partnership, Sole Proprietorship, etc. _____
6. Date of Organization: _____
7. Organized under the Laws of which State? _____
8. Date Commenced Business: _____
9. If the firm is a corporation, is it registered with the Secretary of State, to do business in South Carolina? _____(Y/N). If yes, give date of Certificate of Existence or Authority.

10. If the firm is a corporation not organized under the laws of South Carolina, provide the complete name and address of its Registered Agent in South Carolina.

11. List the present officers of the firm and their titles:

12. Is the firm licensed with South Carolina Licensing Board for Contractors? If so, what is the limitation group and classifications? _____
13. Has any officer or partner of the firm ever been an officer or partner of some other firm that failed to complete a construction contract? _____ (Y/N). If yes, give name of individual, other firm, and name of owner of project, location, type of project, and the reason for the failure to complete such project.

14. Has the firm, its parent or subsidiary, including owners, corporate officers or stockholders, either collectively or individually, ever been suspended, disqualified, or debarred from doing business with any Municipality, State or the Federal Government? _____(Y/N). If yes, provide complete details, including the agency and relevant circumstance - when, where and why.

15. Have you or any officer, partner, or employee(s) of the firm been suspended, disqualified, or debarred from doing business by South Carolina, or any other State or the Federal Government? _____ (Y/N). If yes, provide complete details, including the agency and relevant circumstance - when, where and why.

16. Have you or any of the individuals or entities referred to above, in the past six years, been indicted, pled guilty, pled *nolo contendere*, or been convicted of any antitrust violation for any act prohibited by State or Federal law committed in any jurisdiction in the United States involving fraud, collusion, conspiracy with respect to bidding on public contracts? _____(Y/N). If yes, give complete details.

17. Have you or any of the individuals or entities referred to above, in the past six years, been indicted, pled guilty, pled *nolo contendere*, or been convicted of embezzlement, theft, forgery, bribery, receiving stolen property, or any other offense indicating a lack of business integrity, or business honesty which seriously and directly affects the question of present responsibility as a contractor in any jurisdiction in the United States? _____(Y/N). If yes, give complete details.

18. Are you under the protection of any Bankruptcy Court, or does the firm have pending any Petition in any Bankruptcy Court, or has there been an assignment for the benefit of any creditors? _____ (Y/N). If yes, give complete details.

19. Has the firm, its subsidiaries, affiliates or parent companies ever defaulted on a contract with any Local, State or Federal Government? _____ (Y/N). If yes, give complete details.

20. List any Officers, Directors, Bid Estimators and any other individual(s) and their position, which are authorized to submit bids on behalf of the firm.

21. List the firm's subsidiaries, affiliates and parent companies.

22. Provide the names of the individuals or companies which have a financial interest of at least five (5%) percent in the firm, and reflect the amount of that interest of each. If another company owns the firm, list its officers and directors.

25. What type(s) of building construction experience does the firm or sub-contractor have? Provide the number of years the firm has engaged in these types of projects and the estimated number of similar projects the firm has completed.

26. What type(s) of park construction experience does the firm or sub-contractor have? Provide the number of years the firm has engaged in these types of projects and the estimated number of similar projects the firm has completed.

27. What type(s) of lagoon construction experience does the firm or sub-contractor have? Provide the number of years the firm has engaged in these types of projects and the estimated number of similar projects the firm has completed.

28. What type(s) of road / pathway construction experience does the firm or sub-contractor have? Provide the number of years the firm has engaged in these types of projects and the estimated number of similar projects the firm has completed.

29. The individuals listed below are authorized to approve, sign and/or execute on the firm's behalf, the following documents:

- Document Code Nos.: 1 - Organization's Statement of Experience and Equipment.
 2 - Bid Proposals, Contracts and Bonds.
 3 - Change Order(s)/Supplemental Agreement(s)
 4 - Force Account Agreement(s)

NAME	TITLE	DOCUMENT CODE NO.

If any changes are made to this list after the preparation date of this Proposal Questionnaire, it SHALL be the sole responsibility of the Contractor to submit an original Certified document advising of such changes to the office to which this Proposal Questionnaire was submitted.

AFFIDAVIT

_____ BEING DULY SWORN DEPOSES AND SAYS THAT HE/SHE IS AUTHORIZED TO EXECUTE THIS AFFIDAVIT FOR AND ON BEHALF OF THE APPLICANT FIRM, AND THE ANSWERS TO THE FOREGOING QUESTIONS AND ALL STATEMENTS HEREIN CONTAINED ARE TRUE AND CORRECT TO THE BEST OF HIS/HER KNOWLEDGE.

Sworn and subscribed to before
me on this _____ day of

_____, _____

(Notary Public)
(Not an Officer of the firm)

(Name of Applicant)

(Authorized Signature)

(Print or Type Name)

(Title)

AFFIX
CORPORATE
SEAL
HERE

NOTICE: THE TOWN MUST BE NOTIFIED OF ANY SIGNIFICANT CHANGE IN THE INFORMATION FURNISHED IN THIS QUESTIONNAIRE WITHIN FIFTEEN (15) DAYS OF THE OCCURRENCE OF SUCH CHANGE.

PROPOSAL DOCUMENTS

The Contractor shall complete all of the Proposal Documents included as part of this section. All Proposal Documents shall be part of the Proposal and shall include the following:

- Proposal Transmittal
- Fee Proposals
 - A-1: Project A - Nassau Street
 - A-2: Project B - Lagoon Road Extension
 - A-3: Project C - South Forest Beach Drive
 - A-4: Project D - Lagoon/Pope Intersection
 - A-5: Coligny Park
 - A-6: Lagoon/Pope Intersection Night Work Alternate
- Certificate of License
- Certificate of Insurance
- Collusion Statement and Professional Liability/Performance Statement
- Bid Surety
- Bid Bond (AIA A310-2010)
- Payment Bond (AIA A312-2010)
- Performance Bond (AIA A312-2010)
- References – General Contractor and Critical Subcontractors

PROPOSAL TRANSMITTAL

TO: Town of Hilton Head Island, South Carolina

ATTENTION: Jennifer B. Ray, Urban Designer

PROJECT: COLIGNY REDEVELOPMENT PROJECT

DATE: _____

FROM: _____ (Company Name)

_____ (Contact Person)

_____ (Address)

_____ (Telephone No.)

Having carefully examined the plans, specifications and documents contained within this solicitation, dated _____, and also having carefully inspected the work site, the undersigned hereby agrees to furnish all necessary materials, equipment and labor required, as well as all other things necessary for the complete execution of all work which is issued pursuant to this contract.

The sum total of all costs reflected in Fee Proposals, Exhibit A-1 through A-5, covered by and in conformity with the aforesaid plans, specifications and contract documents is \$_____.

	Total Proposed Fee
A-1: Project A – Nassau Street	\$
A-2: Project B – Lagoon Road Extension	\$
A-3: Project C – South Forest Beach Dr.	\$
A-4: Project D – Lagoon Pope Intersection	\$
A-5: Coligny Park	\$
Total Profit and Overhead	\$
GRAND TOTAL FEE	\$

The sum total of all costs reflected in Fee Proposals, Exhibit A-1 through A-4 & A-6, covered by and in conformity with the aforesaid plans, specifications and contract documents is \$_____
_____.

	Total Proposed Fee
A-1: Project A – Nassau Street	\$
A-2: Project B – Lagoon Road Extension	\$
A-3: Project C – South Forest Beach Dr.	\$
A-5: Coligny Park	\$
A-6: Lagoon Pope Intersection Night Work Alternate	\$
Total Profit and Overhead	\$
GRAND TOTAL FEE	\$

BY: _____

DATE: _____

TITLE: _____

WITNESS: _____

(CORPORATE SEAL)

CERTIFICATE OF LICENSE

This is to certify that _____
has complied with the requirements of Section 40-11-10 et seq, of the South Carolina Code of Laws, 1976 (as amended) and Section 10-1-10 et seq, of the Code of the Town of Hilton Head Island, South Carolina, 1983 (as amended).

State of S.C. Contractor's License No. (if applicable) _____

State of S.C. Offeror's License No. (if applicable) _____

Town of Hilton Head Island Business License No. _____

By: _____ Date: _____

Title: _____

Notes:

1. Contractor is required to be a licensed General Contractor within the State of South Carolina.
2. Contact the Business Office of the Town of Hilton Head Island, South Carolina to obtain a Town Business License.

CERTIFICATE OF INSURANCE
SPECIMEN
ENDORSEMENT - CASUALTY

Attached to and forming part of the Policy Number _____ of the

(Name of Insurance Company)

Insurance Company, issues at its _____

(City)

_____, Agency.

(State)

Date of Endorsement _____

In consideration of the premium for which the policy is written and proper rate adjustment when applicable, the Insurance Company agrees as follows:

Item (1) This policy shall not be cancelled, changed (which includes renewal), allow to lapse, or allowed to expire until thirty days after the Town of Hilton Head Island, SC, Town Manager, One Town Center Court Hilton Head Island, SC 29928 has received written notice thereof as evidenced by return receipt of registered letter or until such time as other valid and effective insurance coverage acceptable in every respect to the Town of Hilton Head Island, SC, and providing equal protection called for in the policy shown below shall have received, accepted, and acknowledged by the Town of Hilton Head Island, SC. It is also agreed that the said notice shall be valid only as to such improvements or projects as shall have been designated by number in said notice, and that as to any improvement or project not designated by number in said notice, coverage shall be continued in full force and effect.

The foregoing insurance provisions have been incorporated into by the reference and are hereby made a part of insurance policy number _____, this _____ day of _____, 2016.

(Name of Company)

(Signature of Authorized Representative)

**COLLUSION STATEMENT
AND
PROFESSIONAL LIABILITY/PERFORMANCE STATEMENT**

This proposal is submitted for use in connection with and in response to _____
_____. This is to certify to the best of my knowledge and belief that the cost and pricing data summarized herein are complete, current and accurate as of _____ and that a financial management capability exists to fully and accurately account for the financial transactions under this project. I further certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies or equipment and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal for the offeror.

I certify that our company has/has not been involved in any litigation within the past five (5) years regarding professional liability or performance. (If there has been litigation, attach an explanation).

Has a federal agency or a federally certified state or local agency performed any review of your accounts, records, or contracts in connection with any grant or contract within any grant or contract within the past twelve months? Yes No

If "yes," give name, address, and telephone number of reviewing office on an attached statement.

Date of Execution

Signature of Proposer

Title of Proposer

Company Name

Address

City/State/Zip Code

Telephone Number

BID SURETY

_____ (Company Name) agrees to execute a contract and provide performance surety within fifteen (15) calendar days of receipt of a Notice of Award from the Town of Hilton Head Island, South Carolina.

To secure the obligations of this agreement, the attached Bid Surety in the amount of five (5) percent of the total bid price, \$_____, is provided.

If the undersigned fails to execute a contract as required herein, he shall forfeit the Bid Surety amount to the Town of Hilton Head Island, South Carolina, as liquidated damages for such failure.

The attached Bid Surety is in the form of:

- Letter of Credit
- Certified Check
- Bid Bond

BY: _____ DATE: _____

TITLE: _____

WITNESS: _____

CORPORATE SEAL

AIA[®] Document A310[™] – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)

SURETY:
(Name, legal status and principal place of business)

OWNER:
(Name, legal status and address)

BOND AMOUNT:

PROJECT:
(Name, location or address, and Project number, if any)

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this _____ day of _____

_____	_____	_____
<i>(Witness)</i>	<i>(Contractor as Principal)</i>	<i>(Seal)</i>
_____	_____	_____
	<i>(Title)</i>	
_____	_____	_____
<i>(Witness)</i>	<i>(Surety)</i>	<i>(Seal)</i>
_____	_____	_____
	<i>(Title)</i>	

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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Init.

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ACD43070810

 **AIA**[®] Document A312[™] – 2010

Payment Bond

CONTRACTOR:
(Name, legal status and address)

SURETY:
(Name, legal status and principal place of business)

OWNER:
(Name, legal status and address)

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONSTRUCTION CONTRACT

Date:

Amount:

Description:
(Name and location)

BOND

Date:
(Not earlier than Construction Contract Date)

Amount:

Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

SURETY

Company: *(Corporate Seal)*

Signature: _____
Name

Signature: _____
Name

and Title:
(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, 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; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 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 Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature: _____

Signature: _____

Name and Title:

Name and Title:

Address

Address

Init.

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 **AIA**® Document A312™ – 2010

Performance Bond

CONTRACTOR:
(Name, legal status and address)

SURETY:
(Name, legal status and principal place of business)

OWNER:
(Name, legal status and address)

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONSTRUCTION CONTRACT
Date:

Amount:

Description:
(Name and location)

BOND
Date:
(Not earlier than Construction Contract Date)

Amount:

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*

SURETY
Company: *(Corporate Seal)*

Signature: _____
Name and Title:
(Any additional signatures appear on the last page of this Performance Bond.)

Signature: _____
Name and Title:

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

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

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

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

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

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .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 Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

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

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

Sample

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature: _____

Signature: _____

Name and Title:

Name and Title:

Address

Address

Init.

REFERENCES – GENERAL CONTRACTOR

Name of Firm: _____

Age of Business: _____

References should be companies or agencies that have contracted with the Offeror within the last **five years** for similar type construction work. Five are preferable, but **at least three references are required**. It is the offeror's responsibility to ensure that the information below is valid and up-to-date. References are scheduled to be contacted between August 25, 2016 and August 31, 2016.

REFERENCE 1

Name: _____

Address: _____

Telephone Number: _____

Email Address: _____

Contract: _____

Description of Contract: _____

Amount of Contract: \$ _____

REFERENCE 2

Name: _____

Address: _____

Telephone Number: _____

Email Address: _____

Contract: _____

Description of Contract: _____

Amount of Contract: \$ _____

REFERENCE 3

Name: _____

Address: _____

Telephone Number: _____

Email Address: _____

Contract: _____

Description of Contract: _____

Amount of Contract: \$ _____

REFERENCE 4

Name: _____

Address: _____

Telephone Number: _____

Email Address: _____

Contract: _____

Description of Contract: _____

Amount of Contract: \$ _____

REFERENCE 5

Name: _____

Address: _____

Telephone Number: _____

Email Address: _____

Contract: _____

Description of Contract: _____

Amount of Contract: \$ _____

**REFERENCES – SUBCONTRACTOR FOR BUILDING
CONSTRUCTION (IF NOT GENERAL CONTRACTOR)**

Name of Firm: _____

Age of Business: _____

References should be companies or agencies that have contracted with the Offeror within the last **five years** for similar type construction work. Three are preferable, but **at least two references are required**. It is the offeror's responsibility to ensure that the information below is valid and up-to-date. References are scheduled to be contacted between August 25, 2016 and August 31, 2016.

REFERENCE 1

Name: _____

Address: _____

Telephone Number: _____

Email Address: _____

Contract: _____

Description of Contract: _____

Amount of Contract: \$ _____

REFERENCE 2

Name: _____

Address: _____

Telephone Number: _____

Email Address: _____

Contract: _____

Description of Contract: _____

Amount of Contract: \$ _____

REFERENCE 3

Name: _____

Address: _____

Telephone Number: _____

Email Address: _____

Contract: _____

Description of Contract: _____

Amount of Contract: \$ _____

**REFERENCES – SUBCONTRACTOR FOR PAVEMENT
CONSTRUCTION (IF NOT GENERAL CONTRACTOR)**

Name of Firm: _____

Age of Business: _____

References should be companies or agencies that have contracted with the Offeror within the last **five years** for similar type construction work. Three are preferable, but **at least two references are required**. It is the offeror's responsibility to ensure that the information below is valid and up-to-date. References are scheduled to be contacted between August 25, 2016 and August 31, 2016.

REFERENCE 1

Name: _____

Address: _____

Telephone Number: _____

Email Address: _____

Contract: _____

Description of Contract: _____

Amount of Contract: \$ _____

REFERENCE 2

Name: _____

Address: _____

Telephone Number: _____

Email Address: _____

Contract: _____

Description of Contract: _____

Amount of Contract: \$ _____

REFERENCE 3

Name: _____

Address: _____

Telephone Number: _____

Email Address: _____

Contract: _____

Description of Contract: _____

Amount of Contract: \$ _____

**REFERENCES – SUBCONTRACTOR FOR STORMWATER
CONSTRUCTION (IF NOT GENERAL CONTRACTOR)**

Name of Firm: _____

Age of Business: _____

References should be companies or agencies that have contracted with the Offeror within the last **five years** for similar type construction work. Three are preferable, but **at least two references are required**. It is the offeror's responsibility to ensure that the information below is valid and up-to-date. References are scheduled to be contacted between August 25, 2016 and August 31, 2016.

REFERENCE 1

Name: _____

Address: _____

Telephone Number: _____

Email Address: _____

Contract: _____

Description of Contract: _____

Amount of Contract: \$ _____

REFERENCE 2

Name: _____

Address: _____

Telephone Number: _____

Email Address: _____

Contract: _____

Description of Contract: _____

Amount of Contract: \$ _____

REFERENCE 3

Name: _____

Address: _____

Telephone Number: _____

Email Address: _____

Contract: _____

Description of Contract: _____

Amount of Contract: \$ _____

**REFERENCES – SUBCONTRACTOR FOR
INTERACTIVE FOUNTAIN CONSTRUCTION**

Name of Firm: _____

Age of Business: _____

References should be companies or agencies that have contracted with the Offeror within the last **five years** for similar type construction work. Three are preferable, but **at least two references are required**. It is the offeror's responsibility to ensure that the information below is valid and up-to-date. References are scheduled to be contacted between August 25, 2016 and August 31, 2016.

REFERENCE 1

Name: _____

Address: _____

Telephone Number: _____

Email Address: _____

Contract: _____

Description of Contract: _____

Amount of Contract: \$ _____

REFERENCE 2

Name: _____

Address: _____

Telephone Number: _____

Email Address: _____

Contract: _____

Description of Contract: _____

Amount of Contract: \$ _____

REFERENCE 3

Name: _____

Address: _____

Telephone Number: _____

Email Address: _____

Contract: _____

Description of Contract: _____

Amount of Contract: \$ _____

**REFERENCES – SUBCONTRACTOR FOR
DECORATIVE METAL CONSTRUCTION**

Name of Firm: _____

Age of Business: _____

References should be companies or agencies that have contracted with the Offeror within the last **five years** for similar type construction work. Three are preferable, but **at least two references are required**. It is the offeror's responsibility to ensure that the information below is valid and up-to-date. References are scheduled to be contacted between August 25, 2016 and August 31, 2016.

REFERENCE 1

Name: _____

Address: _____

Telephone Number: _____

Email Address: _____

Contract: _____

Description of Contract: _____

Amount of Contract: \$ _____

REFERENCE 2

Name: _____

Address: _____

Telephone Number: _____

Email Address: _____

Contract: _____

Description of Contract: _____

Amount of Contract: \$ _____

REFERENCE 3

Name: _____

Address: _____

Telephone Number: _____

Email Address: _____

Contract: _____

Description of Contract: _____

Amount of Contract: \$ _____

 **AIA**® Document A101™ – 2007

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)

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

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

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

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

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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
- 10 INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

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.

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 of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

Init.

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§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than () days from the date of commencement, or as follows:
(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum 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 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 4.3 Unit prices, if any:
(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

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

§ 4.4 Allowances included in the Contract Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

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

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect 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 Provided that an Application for Payment is received by the Architect not later than the _____ day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the _____ day of the _____ month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than (_____) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 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, unless objected to by the Architect, 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 other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of _____ percent (_____ %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction;
- .2 Add 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), less retainage of _____ percent (_____ %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201–2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

§ 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 Section 12.2.2 of AIA Document A201-2007, 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 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

- Arbitration pursuant to Section 15.4 of AIA Document A201-2007
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

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 A201–2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. *(Insert rate of interest agreed upon, if any.)*

§ 8.3 The Owner’s representative:
(Name, address and other information)

§ 8.4 The Contractor’s representative:
(Name, address and other information)

§ 8.5 Neither the Owner’s nor the Contractor’s representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

Init.

§ 9.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

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

§ 9.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

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

§ 9.1.6 The Addenda, if any:

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

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

.1 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

.2 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor’s bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)

Type of Insurance or Bond

Limit of Liability or Bond Amount (\$0.00)

Sample

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)

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

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CONTRACTOR AFFIDAVIT
SOUTH CAROLINA ILLEGAL IMMIGRATION REFORM ACT

In accordance with the requirements of the South Carolina Illegal Immigration Reform Act, _____ ("Contractor") hereby certifies that it is currently in compliance with the requirements of Title 8, Chapter 14 of the South Carolina Code Annotated and will remain in compliance with such requirements throughout the term of its contract with the Town of Hilton Head Island, South Carolina

The Contractor hereby acknowledges that in order to comply with requirements of S. C. Code Annotated Section 8-14-20(B), it will:

(1) Register and participate in the federal work authorization program (E-verify) to verify the employment authorization of all new employees; and require agreement from its subcontractors, and through the subcontractors, the sub-subcontractors, to register and participate in the federal verification employment authorization of all new employees.

OR

(2) Employ only workers who:

- (a) Possess a valid South Carolina driver's license or identification card issued by the South Carolina Department of Motor Vehicles; or
- (b) Are eligible to obtain a South Carolina driver's license or identification card in that they meet the requirements set forth in S. C. Code Annotated Sections 56-1-40 through 56-1-90; or
- (c) Possess a valid driver's license or identification card from another state where the license requirements are at least as strict as those in South Carolina, as determined by the South Carolina Department of Motor Vehicles.

The Contractor agrees to provide to the Town of Hilton Head Island upon request any documentation required to establish the applicability of the South Carolina Illegal Immigration Reform Act to the contractor, subcontractor or sub-subcontractor. The Contractor further agrees that it will, upon request, provide the Town of Hilton Head Island with any documentation required to establish that the contractor and any subcontractors or sub-subcontractors are in compliance with the requirements of Title 8, Chapter 14 of the S. C. Code Annotated.

Date: _____

By: _____
Contractor

Title: _____

Construction

By signing its bid or proposal, Contractor certifies 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 Town of Hilton Head Island upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable both to Contractor and its subcontractors or sub-subcontractors; or (b) that Contractor and its subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." Contractor agrees to include in any contracts with its subcontractors language requiring its subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

Non-Construction

By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the Town of Hilton Head Island upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your 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." You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

EXHIBIT A

FEE PROPOSALS

COLIGNY REDEVELOPMENT PROJECT
RFP 2016-0009



The Town of Hilton Head Island
Beaufort County, South Carolina

EXHIBIT A: FEE PROPOSAL
A-1: Project A - Nassau Street
RFP 2016-0009 - COLIGNY AREA IMPROVEMENTS
LIST OF ESTIMATED QUANTITIES / UNIT COST BID SCHEDULE

The unit prices given on this document, along with any negotiated changes in quantities, shall become the basis for, and included in, the contract agreement. Offerors are responsible for verifying all quantities and notifying the Owner of any discrepancies greater than 10% of estimate, in writing, prior to the bid opening. 7-digit SCDOT specification numbers refer to the 2007 Standard Specifications for Highway Construction of the South Carolina Department of Transportation. SC refers to the Special Condition. Technical Specification #s 331000SC, 333000, 334000 refers to Project Manual Technical Specification

ITEM NUMBERS 1 - PROFIT AND OVERHEAD AND 2 - BONDS ARE TO BE PRICED FOR THE ENTIRE PROJECT (NASSAU ST, LAGOON RD EXT, SOUTH FOREST BEACH DR, LAGOON POPE INTER, AND COLIGNY PARK)

Item	SPEC. NO. SCDOT, TECH. SPEC. OR SPECIAL CON.	DESCRIPTION	QUANTITY		COST	
			NUMBER OF UNITS	UNIT MEASURE	PER UNIT	TOTAL COST
1	SC-1	Profit and Overhead	1	ls		
2	SC-2	Bonds	1	ls		

ITEM	SPEC. NO. SCDOT, TECH. SPEC. OR SPECIAL CON.	DESCRIPTION	QUANTITY		COST	
			NUMBER OF UNITS	UNIT MEASURE	PER UNIT	TOTAL COST
MISCELLANEOUS						
A-M1	1031000	Mobilization	1	ls		
A-M2	1050800	Construction Staking, Lines and Grades	1	ls		
A-M3	SC-3	As-Built Survey	1	ls		
A-M4	1071000	Traffic Control	1	ls		
A-M5	6271005	4" White Broken Lines (Gaps Excl.) Thermoplastic - 90 mil.	500	lf		
A-M6	6271010	4" White Solid Lines Thermoplastic - 90 mil.	700	lf		
A-M7	6271020	12" White Solid Lines - Thermo. - 125 mil.	725	lf		
A-M8	6271025	24" White Solid Lines (Stop/Diag Lines) - Thermo. - 125 mil.	108	lf		
A-M9	6271030	White Single Arrows (LT, STRGHT, RT) Thermo. - 125 mil.	3	ea		
A-M10	6271035	White Word Message "ONLY" - Thermoplastic - 125 mil.	1	ea		
A-M11	6271040	White Combination Arrows (Str&Rt.) Thermo. - 125 mil.	1	ea		
A-M12	6271074	4" Yellow Solid Lines Thermoplastic - 90 mil.	230	lf		
A-M13	675027G	Furnish & Install 4.0" Schedule 80 PVC Conduit	500	lf		
A-M14	675027O	Furnish & Install 6.0" Schedule 80 PVC Conduit	500	lf		
					MISCELLANEOUS SUBTOTAL	\$ -
DEMOLITION						
Item	Description	Quantity	Unit Cost	Total Cost		
A-D1	2023000 Remove Existing Pavement, Base, and Paths	4530	sy			
A-D2	2024100 Remove Existing Curb & Gutter	1590	lf			
A-D3	2021000 Remove Existing Utilities	1	ls			
A-D4	2021000 Structure demolition	1	ls			
				DEMOLITION SUBTOTAL	\$ -	
WATER DISTRIBUTION SYSTEM						
Item	Description	Quantity	Unit Cost	Total Cost		
A-W1	331000SC Connect to existing watermain	2	ea			
A-W2	331000SC 8" PVC Watermain	715	lf			
A-W3	331000SC 6" PVC Water lateral	50	lf			
A-W4	331000SC 6" DIP Water lateral	35	lf			
A-W5	331000SC 2" PVC Water lateral	120	lf			
A-W6	331000SC 2" Gate Valve & Box	3	ea			
A-W7	331000SC 6" Gate Valve & Box	1	ea			
A-W8	331000SC 8" Gate Valve & Box	2	ea			
A-W9	331000SC 6" Fire Hydrant Assembly w/ V&B	2	ea			
A-W10	331000SC 6" Double Check Backflow Preventer	1	ea			
A-W11	331000SC 1.5" Water Meter with Backflow Preventer	3	ea			
A-W12	331000SC 6" Post Indicator Valve	1	ea			
A-W13	331000SC 8" X 6" Tapping Sleeve	1	ea			
A-W14	331000SC 8" X 2" Tapping Sleeve	1	ea			
A-W15	331000SC 8" X 6" Tee	2	ea			
A-W16	331000SC 8" X 8" Tee	2	ea			
A-W17	331000SC 8" 22.5 Bend	4	ea			
A-W18	331000SC 8" 45 Bend	2	ea			
A-W19	331000SC 8" 11.25 Bend	1	ea			
A-W20	331000SC 6" 11.25 Bend	1	ea			
A-W21	331000SC 6" 45 Bend	1	ea			
				WATER DISTRIBUTION SYSTEM SUBTOTAL	\$ -	
SANITARY SEWER SYSTEM						
Item	Description	Quantity	Unit Cost	Total Cost		
A-SS1	333000 Connect to Existing Manhole	1	ea			
A-SS2	333000 8" SDR-26 PVC Sewer Main 0-6' Depth	275	lf			
A-SS3	333000 Sewer Manhole 0-6' Depth	3	ea			
A-SS4	333000 Single Service Connection	3	ea			
A-SS5	333000 12" DIP	60	lf			
A-SS6	333000 6" Lateral	70	lf			
A-SS7	333000 8" Lateral	40	lf			
				SANITARY SEWER SYSTEM SUBTOTAL	\$ -	
STORM DRAINAGE						
Item	Description	Quantity	Unit Cost	Total Cost		

EXHIBIT A: FEE PROPOSAL
A-2: Project B - Lagoon Rd Extension
RFP 2016-0009 - COLIGNY AREA IMPROVEMENTS
LIST OF ESTIMATED QUANTITIES / UNIT COST BID SCHEDULE

The unit prices given on this document, along with any negotiated changes in quantities, shall become the basis for, and included in, the contract agreement. Offerors are responsible for verifying all quantities and notifying the Owner of any discrepancies greater than 10% of estimate, in writing, prior to the bid opening. 7-digit SCDOT specification numbers refer to the 2007 Standard Specifications for Highway Construction of the South Carolina Department of Transportation. SC refers to the Special Condition. Technical Specification #s 331000SC, 321400 refers to Project Manual Technical Specification

ITEM	SPEC. NO. SCDOT OR SPEC PROV.	DESCRIPTION	QUANTITY		COST	
			NUMBER OF UNITS	UNIT MEASURE	PER UNIT	TOTAL COST
MISCELLANEOUS						
Item		Description	Quantity		Unit Cost	Total Cost
B-M1	1031000	Mobilization	1	ls		
B-M2	1050800	Construction Staking, Lines and Grades	1	ls		
B-M3	SC-3	As-Built Survey	1	ls		
B-M4	6241020	12" White Solid Lines	304	lf		
B-M5	6271025	24" White Solid Lines - Thermo 125 mil	38	lf		
B-M6	6271040	White Comb. Arrows - Thermo 125 mil	2	ea		
B-M7	6271030	White Single Arrows - Thermo 125 mil	2	ea		
B-M8	6241050	Handicap Symbol - Perm. Pvmnt. Marking	3	ea		
B-M9	6271039	White word message "STOP"	6	ea		
B-M10	6271039	White word message "YIELD"	4	ea		
B-M11	6271023	12x18" White Yield Bar	25	lf		
B-M12	6241074	4" Yellow Solid Line	230	lf		
B-M13	101453	18" STOP sign	6	ea		
B-M14	101453	24" STOP sign	5	ea		
B-M15	101453	30" STOP sign	3	ea		
B-M16	101453	18" YIELD sign	5	ea		
B-M17	101453	Accessible Space Sign	3	ea		
B-M18	8153000	Silt Fence	3500	lf		
B-M19	8156290	Replace/Repair Silt Fence	1750	lf		
B-M20	8156211	Inlet Structure Filter Type E (Catch Basin)	15	ea		
B-M21	8156490	Gravel Construction Exit	2	ea		
B-M22	8100200	Temporary Cover	4100	sy		
B-M23	675027G	4" Conduit	600	lf		
B-M24	675027O	6" Conduit	300	lf		
MISCELLANEOUS SUBTOTAL						\$ -
DEMOLITION						
Item		Description	Quantity		Unit Cost	Total Cost
B-D1	2023000	Remove Existing Pavement, Base, and Paths	4250	sy		
B-D2	2024100	Remove Existing Curb & Gutter	742	lf		
B-D3	2021000	Structure demolition	1	Job Lump Sum		
DEMOLITION SUBTOTAL						\$ -
WATER DISTRIBUTION SYSTEM						
Item		Description	Quantity		Unit Cost	Total Cost
B-W1	331000SC	Connect to existing watermain	2	ea		
B-W2	331000SC	8" Watermain	1135	lf		
B-W3	331000SC	2" Water lateral	40	lf		
B-W4	331000SC	2" Gate Valve & Box	1	ea		
B-W5	331000SC	8" Gate Valve & Box	2	ea		
B-W6	331000SC	6" Fire Hydrant Assembly w/ V&B	4	ea		
WATER DISTRIBUTION SYSTEM SUBTOTAL						\$ -
GRADING & DRAINAGE						
Item		Description	Quantity		Unit Cost	Total Cost
B-G1	2011001	Clearing and Grubbing	2	ac		
B-G2	9520305	Earthwork and Grading Complete	1	ls		
B-G3	2033030	Lake Fill	7500	cy		
B-G4	7203110	Curb & Gutter	2975	lf		
B-G5	7203110	Flush Header Curb	800	lf		
B-G6	7192105	Storm Manhole	3	ea		
B-G7	7192012	Grate inlet	1	ea		
B-G8	7191005	Curb inlet	14	ea		
B-G9	7141113	18" RCP Stormwater Pipe	418	lf		
B-G10	7141114	24" RCP Stormwater Pipe	289	lf		
B-G11	7141115	30" RCP Stormwater Pipe	351	lf		
B-G12	7141116	36" RCP Stormwater Pipe	474	lf		
B-G13	8156490	Gravel Construction Exit	2	ea		
GRADING & DRAINAGE SUBTOTAL						\$ -
PAVING						
Item		Description	Quantity		Unit Cost	Total Cost
B-P1	4011004	Liquid Asphalt Binder PG64-22	37.4	ton		
B-P2	4030320	Full Depth Pavement (2" Surface Course, Tack Coat, Prime Coat)	660	ton		
B-P3	3050108	8" Graded Aggregate Base Course	6025	sy		
B-P4	3050104	4" Graded Aggregate Base Course	1590	sy		
B-P5	4030320	1.5" Asphalt Surface Course	120	ton		
B-P6	321400	Paver Section (Pavers, 10" Rock Base, Geogrid)	1305	sy		
B-P7	4039030	Traffic Pattern XD	220	sy		
B-P8	7201505	Concrete Wheel Stops	70	ea		
PAVING SUBTOTAL						\$ -
TOTAL FEE (PROJECT B ONLY)						

EXHIBIT A: FEE PROPOSAL

A-3: Project C - South Forest Beach Dr.

RFP 2016-0009 - COLIGNY AREA IMPROVEMENTS

LIST OF ESTIMATED QUANTITIES / UNIT COST BID SCHEDULE

The unit prices given on this document, along with any negotiated changes in quantities, shall become the basis for, and included in, the contract agreement. Offerors are responsible for verifying all quantities and notifying the Owner of any discrepancies greater than 10% of estimate, in writing, prior to the bid opening. 7-digit SCDOT specification numbers refer to the 2007 Standard Specifications for Highway Construction of the South Carolina Department of Transportation. SC refers to the Special Condition.

ITEM	SPEC. NO. SCDOT OR SPEC PROV.	DESCRIPTION	QUANTITY		COST	
			NUMBER OF UNITS	UNIT MEASURE	PER UNIT	TOTAL COST
MISCELLANEOUS						
Item		Description	Quantity		Unit Cost	Total Cost
C-M1	1031000	Mobilization	1	ls		
C-M2	1050800	Construction Staking, Lines and Grades	1	ls		
C-M2	SC-3	As-Built Survey	1	ls		
C-M3	1071000	Traffic Control	1	ls		
C-M4	6262110	4" Yellow Solid Lines - Epoxy Paint	169	lf		
C-M5	6271023	12" x 18" White Triang. Yield Bar (Gaps Exc)Thermo. - 125 Mil.	20	lf		
C-M6	6271039	White Word Message "Stop" - Thermo. - 125 Mil.	8	ea		
C-M7	7197120	Adjust Manhole	3	ea		
C-M8	7197140	Adjust Utility Box	1	ea		
C-M9	7197141	Adjust Utility Valve Box with Cover	14	ea		
C-M10	675027G	Furnish & Install 4" Schedule 80 PVC Conduit	400	lf		
C-M11	675027O	Furnish & Instal 6" Schedule 80 PVC Conduit	400	lf		
C-M12	101453	Trail Signage	1	ls		
C-M13	331000	Relocate Hydrant	1	ls		
MISCELLANEOUS SUBTOTAL						\$ -
DEMOLITION						
Item		Description	Quantity		Unit Cost	Total Cost
C-D1	2024100	Remove & Disposal of Existing Curb	43	lf		
C-D2	2016000	Selected Removal of Marked Trees	1	ls		
C-D3	Per Plan	Remove Portion of Flume	1.5	sy		
DEMOLITION SUBTOTAL						\$ -
STORM DRAINAGE						
Item		Description	Quantity		Unit Cost	Total Cost
C-SD1	7197110	Adjust Catch Basin	1	ea		
C-SD2	7192010	SCDOT Drop Inlet (24" X 24") (With 2'x2' Precast Box)	3	ea		
C-SD3	7143615	15" RCP Stormwater Pipe	122	lf		
C-SD4	7198120	Replace Existing Roof Inlet (Type 9) with Drop Inlet (24"x24")	2	ea		
C-SD5	7198120	Replace Existing Beehive Inlet with Drop Inlet (24"x24")	1	ea		
STORM DRAINAGE SUBTOTAL						\$ -
EARTHWORK						
Item		Description	Quantity		Unit Cost	Total Cost
C-E1	9520305	Earthwork and Grading Complete	1	ls		
EARTHWORK SUBTOTAL						\$ -
CONCRETE						
Item		Description	Quantity		Unit Cost	Total Cost
C-C1	7201100	Concrete Curb (Transition)	12	lf		
C-C2	7204100	Concrete Sidewalk(4" Uniform)	69	sy		
C-C3	See Detail	6" Concrete Header Curb Around Grate Inlet	12	lf		
CONCRETE SUBTOTAL						\$ -
PAVING						
Item		Description	Quantity		Unit Cost	Total Cost
C-P1	3050104	Graded Aggregate Base Course (4" Uniform)	937	sy		
C-P2	4011005	Prime Coat	155	gal		
C-P3	4013990	Mill Existing Asphalt Pavement - Variable	46	sy		
C-P4	4030320	Hot Mix Asphalt Surface Course Type B (1.5" Path Section)	70.3	tn		
C-P5	4030321	Hot Mix Asphalt Surface Course Type B (2" Stamped Crosswalk Section)	4.6	tn		
C-P6	4039000	Asphalt Pavement Texturing - Custom	46	sy		
PAVING SUBTOTAL						\$ -
EROSION AND SEDIMENT CONTROLS						
Item		Description	Quantity		Unit Cost	Total Cost
C-EC1	8156219	Inlet Structure Filter - Type A	140	lf		
C-EC2	8156200	Cleaning Inlet Structure Filter	7	ea		
C-EC3	8100200	Temporary Cover	0.35	ac		
EROSION SUBTOTAL						\$ -
TOTAL FEE (PROJECT C ONLY)						

EXHIBIT A: FEE PROPOSAL

A-4: Project D - Lagoon Pope Intersection

DAYTIME (7 AM TO 7 PM WORK HOURS)

RFP 2016-0009 - COLIGNY AREA IMPROVEMENTS

LIST OF ESTIMATED QUANTITIES / UNIT COST BID SCHEDULE

The unit prices given on this document, along with any negotiated changes in quantities, shall become the basis for, and included in, the contract agreement. Offerors are responsible for verifying all quantities and notifying the Owner of any discrepancies greater than 10% of estimate, in writing, prior to the bid opening. 7-digit SCDOT specification numbers refer to the 2007 Standard Specifications for Highway Construction of the South Carolina Department of Transportation. SC refers to the Special Condition. Technical Specification #s101453 refers to Project Manual Technical Specification

ITEM	SPEC. NO.		DESCRIPTION	QUANTITY		COST	
	SCDOT OR SPEC	PROV.		NUMBER OF UNITS	UNIT MEASURE	PER UNIT	TOTAL COST
MISCELLANEOUS							
Item	Description		Quantity		Unit Cost	Total Cost	
D-M1	1031000	Mobilization	1	ls			
D-M2	1050800	Construction Staking, Lines and Grades	1	ls			
D-M3	SC-3	As-Built Survey	1	ls			
D-M4	1071000	Traffic Control	1	ls			
D-M5	6271010	4" White Solid Lines Thermoplastic - 90 mil.	795	lf			
D-M6	6271020	12" White Solid Lines - Thermo. - 125 mil.	661	lf			
D-M7	6271025	24" White Solid Lines (Stop/Diag Lines) - Thermo. - 125 mil.	114	lf			
D-M8	6271030	White Single Arrows (LT, STRGHT, RT) Thermo. - 125 mil.	12	ea			
D-M9	6271035	White Word Message "ONLY" - Thermoplastic - 125 mil.	2	ea			
D-M10	6271040	White Combination Arrows (Str&Rt.) Thermo. - 125 mil.	2	ea			
D-M11	6271074	4" Yellow Solid Lines Thermoplastic - 90 mil.	600	lf			
D-M12	675027G	Furnish & Install 4.0" Schedule 80 PVC Conduit	400	lf			
D-M13	675027O	Furnish & Install 6.0" Schedule 80 PVC Conduit	400	lf			
D-M17	101453	18" Stop Sign & Post	3	ea			
D-M18	101453	18" Yield Sign & Post	2	ea			
MISCELLANEOUS SUBTOTAL						\$	-
EARTHWORK SUBTOTAL						#REF!	
CONCRETE							
Item	Description		Quantity		Unit Cost	Total Cost	
D-C1	72003110	18" Curb & Gutter (Standard)	333	lf			
D-C2	72003210	24" Curb & Gutter (Standard)	1160	lf			
CONCRETE SUBTOTAL						\$	-
PAVING							
Item	Description		Quantity		Unit Cost	Total Cost	
D-P1	3050108	Graded Aggregate Base Course	910	sy			
D-P2	4011004	Liquid Asphalt Binder PG64-22	46	tn			
D-P3	4013990	Mill Existing Asphalt Pavement - Variable	2375	sy			
D-P4	4030310	Hot Mix Asphalt Intermediate Course Type A	91	tn			
D-P5	4030320	Hot Mix Asphalt Surface Course Type B	629	tn			
D-P6	4030360	Hot Mix Asphalt Surface Course Type E (Leveling)	121	tn			
D-P7	4039030	Traffic Pattern XD	321	sy			
D-P8	321316	4" Thick Concrete Sidewalk/Pathway	285	sy			
PAVING SUBTOTAL						\$0.00	
EROSION AND SEDIMENT CONTROLS							
Item	Description		Quantity		Unit Cost	Total Cost	
D-EC1	8100200	Temporary Cover	0.43	ac			
D-EC2	8152004	Inlet Structure Filter - Type F (Weighted)	2	ea			
D-EC3	8153000	Silt Fence	710	lf			
D-EC4	8153090	Replace/Repair Silt Fence	355	lf			
D-EC5	8156200	Cleaning Inlet Structure Filters	12	ea			
D-EC6	8156211	Inlet Structure Filter - Type E (Catch Basin Type 1)	6	ea			
D-EC7	8156219	Inlet Structure Filter - Type A	4	lf			
D-EC8	8156490	Stabilized Construction Entrance	270	sy			
EROSION SUBTOTAL						\$0.00	
MAST-ARM TRAFFIC SIGNAL							
Item	Description		Quantity		Unit Cost	Total Cost	
D-TS1	SC-4	Mast-Arm Traffic Signal Installation	1	ls			
MAST-ARM TRAFFIC SIGNAL SUBTOTAL						\$	-
TOTAL FEE (PROJECT D ONLY)							

EXHIBIT A: FEE PROPOSAL

A-5 COLIGNY PARK

RFP 2016-0009 - COLIGNY REDEVELOPMENT PROJECT

LIST OF ESTIMATED QUANTITIES / UNIT COST BID SCHEDULE

The unit prices given on this document, along with any negotiated changes in quantities, shall become the basis for, and included in, the contract agreement. Offerors are responsible for verifying all quantities and notifying the Owner of any discrepancies greater than 10% of estimate, in writing, prior to the bid opening. 7-digit SCDOT specification numbers refer to the 2007 Standard Specifications for Highway Construction of the South Carolina Department of Transportation. SP refers to the Special Provision.

ITEM	DESCRIPTION	QUANTITY		COST	
		NUMBER OF UNITS	UNIT MEASURE	PER UNIT	TOTAL COST
ADMINISTRATIVE & STARTUP					
Item	Description	Quantity	Unit	Unit Cost	Total Cost
1	Mobilization	1	LS		
2	Insurance and Bonds	1	LS		
3	Profit and Overhead	1	LS		
4	ES & PC Installation and Maintenance	1	LS		
5	Construction Entrance	1	LS		
6	As-Built Survey	1	LS		
7	Traffic Control	1	LS		
8	Contractor provided testing	1	LS		
9	Misc. Administrative & Startup	1	LS		
ADMINISTRATIVE & STARTUP SUBTOTAL				\$	-
SITE PREPARATION & DEMOLITION					
Item	Description	Quantity	Unit	Unit Cost	Total Cost
1	Remove gravel parking, boardwalk, RR ties, signs & rope fence	1	LS		
2	Remove Sanitary sewer man and manholes	294	LF		
3	Remove storm pipe and structures	198	LF		
4	Haul & dispose of debris	1	LS		
5	Field staking & layout	1	LS		
8	Erosion control	1	LS		
9	Temporary/Tree protection fencing	340	LF		
10	4" Conduit	600	LF		
11	6" Conduit	300	LF		
12	Misc. Site Preparation & Demolition	1	LS		
SITE PREPARATION & DEMOLITION SUBTOTAL				\$	-
WATER DISTRIBUTION SYSTEM					
Item	Description	Quantity	Unit	Unit Cost	Total Cost
1	6" DIP Fire main	60	LF		
2	Remote FDC	1	EA		
3	2" Water Lateral	920	LF		
4	2" Gate Valve & Box	3	EA		
5	2" Meter Assembly w/ Backflow Preventor	3	EA		
6	1" HDPE Water Lateral	110	LF		
7	Exterior Hose Bib	3	EA		
8	Misc. Water Distribution System	1	LS		
WATER DISTRIBUTION SYSTEM SUBTOTAL				\$	-
SANITARY SEWER SYSTEM					
Item	Description	Quantity	Unit	Unit Cost	Total Cost
1	Connect to existing system	2	EA		
2	8" PVC Gravity Sewer	405	LF		
3	6" PVC Sewer Lateral	187	LF		
4	4" PVC Sewer Lateral	111	LF		
5	Sanitary Sewer Manholes	3	EA		
6	6" Cleanouts	4	EA		
7	4" Cleanouts	3	EA		
8	Misc. Sanitary Sewer System	1	LS		
SANITARY SEWER SYSTEM SUBTOTAL				\$	-
GRADING & DRAINAGE					
Item	Description	Quantity	Unit	Unit Cost	Total Cost
1	Clearing & Grubbing	6.2	AC		
2	Earthwork and Grading Complete	1	LS		
3	Select Fill	5000	CY		
4	Temporary Grassing	11600	SY		

5	Curb & Gutter	795	LF		
6	Flush Header Curb	370	LF		
7	Storm Manhole	3	EA		
8	Grate Inlet	11	EA		
9	15" RCP Stormwater Pipe	374	LF		
10	18" RCP Stormwater Pipe	461	LF		
11	24" RCP Stormwater Pipe	496	LF		
12	36" RCP Stormwater Pipe	72	LF		
13	Yard Inlets	18	EA		
14	6" Perforated HDPE w/ sock	662	LF		
15	8" Perforated HDPE w/ sock	28	LF		
16	12" HDPE	313	LF		
17	Misc. Storm Drainage	1	LS		
				GRADING & DRAINAGE SUBTOTAL	\$ -
SITE PAVING					
Item	Description	Quantity	Unit	Unit Cost	Total Cost
1	Full depth pavement (2" surface course, tack coat, prime coat)	270	SY		
2	8" Graded aggregate base course	320	SY		
3	Vehicular permeable pavers (Pavers, 10" rock base, Geogrid)	802	SY		
4	Decorative pavers on aggregate base	462	SF		
5	Decorative pavers on concrete base	1997	SF		
6	4" Stamped board form decorative concrete	764	SF		
7	6" Fractured earth decorative concrete	5761	SF		
8	4" Oyster shell concrete	26826	SF		
9	6" Oyster shell concrete	26800	SF		
10	4" colored salt salt finish concrete	1705	SF		
11	4" Stained compass rose paving area	314	SF		
12	Palm tree planter well with brick border	4	EA		
13	Concrete banding	6908	LF		
14	Curb cut concrete ramps	24	EA		
15	ADA truncated dome strips	794	SF		
16	Pavement marking	1	LS		
17	Signage- traffic & parking (civil dwgs)	1	LS		
18	Misc. Site Paving	1	LS		
				SITE PAVING SUBTOTAL	\$ -
SITE ELECTRICAL, POWER & COMMUNICATIONS					
Item	Description	Quantity	Unit	Unit Cost	Total Cost
1	Transformer pad	1	EA		
2	Pump connection, breaker, conductor	2	EA		
3	Fan connection, breaker, conductor	1	EA		
4	Electric charging station	1	EA		
5	1" pvc conduit, installed	2000	LF		
6	1 1/2" pvc conduit, installed	1000	LF		
7	2" pvc conduit, installed	1500	LF		
8	3" pvc conduit, installed	500	LF		
9	4" pvc conduit, installed	500	LF		
10	6" pvc conduit, installed	530	LF		
11	Copper wire, #600 kcmil-thhn	600	LF		
12	Copper wire, #350 kcmil-thhn	2400	LF		
13	Copper wire, #2-thhn	800	LF		
14	Copper wire, #4-thhn	400	LF		
15	Copper wire, #8-thhn	300	LF		
16	Copper wire, #10-thhn	7000	LF		
17	Copper wire, #12- thhn	2000	LF		
18	Trenching & backfill up to 2' PVC conduit	100	LF		
19	60 amp, 3- #6 conductors for charging station	100	LF		
20	GFCI receptacles in weatherproof enclosure	8	EA		
21	Fixture Type B-1 bollards with receptacles	30	EA		
22	Fixture Type B-2 bollards without receptacles	6	EA		
23	Fixture type B3-Bike bollard with light	6	EA		
24	Fixture Type P, Internal column lights	20	EA		
25	Fix. Type T, post lights on handrails (sm. domes)	35	EA		
26	Fixture Type U1, linear sign uplight	4	EA		
27	Fixture Type U2, In ground tree uplight	4	EA		
28	Fixture Type U3, Round sign uplights	4	EA		
29	Fixture Type S, Wall wash lights	6	EA		
30	Handholes	7	EA		
31	Power pedestals	7	EA		
32	Emergency Phone in weatherproof box	1	EA		
33	Security Camera Rough-Ins	32	EA		
34	WiFi Rough-Ins	6	EA		
35	WP, USB	5	EA		
36	NEMA 4X Box for Media Converter	1	EA		
37	Misc. Site Electrical, Power & Communications	1	LS		

SITE ELECTRICAL, POWER & COMMUNICATIONS SUBTOTAL						\$	-
BUILDINGS							
Item	Description	Quantity	Unit	Unit Cost	Total Cost		
1	Children's Museum (to 5' line)	1	LS				
2	Playground Restroom Building	1	LS				
3	Pavilion (to 5' line)	1	LS				
4	Restroom Building (to 5' line)	1	LS				
5	Misc. Buildings	1	LS				
						BUILDINGS SUBTOTAL	\$ -
SITE CARPENTRY							
Item	Description	Quantity	Unit	Unit Cost	Total Cost		
1	Pond pavilion (structure above deck)	1	LS				
2	Pier at Pond pavilion (deck below structure)	400	SF				
3	Boardwalks with Cable Rails	832	SF				
4	On grade boardwalk (by compass rose)	183	SF				
5	On grade boardwalk (along Nassau St)	662	SF				
6	Playground pedestrian bridge & rail	265	SF				
7	Playground enclosure fence	640	LF				
8	Rope & pile fence	333	LF				
9	Curved tongue & groove wall type 1	201	LF				
10	Curved tongue & groove wall type 2	15	LF				
11	Pile Wall	10	LF				
12	Bulkhead with cable rail	96	LF				
13	Misc. Site Carpentry	1	LS				
						SITE CARPENTRY SUBTOTAL	\$ -
SITE CONSTRUCTION							
Item	Description	Quantity	Unit	Unit Cost	Total Cost		
1	Raised planter/seatwall (includes fill)	100	LF				
2	Grand lawn arbor trellises	2	EA				
3	Swing Trellises	2	EA				
4	Circular Arbor Tree	1	LS				
5	Playground gateway arbor	1	LS				
6	Custom Playground Gateway- Secondary Gate Leaf	4	EA				
7	Custom Playground Gateway- Main Gate Leaf	2	EA				
8	Sand playground surface	291	CY				
9	Concrete curb restraint for playground sand	225	LF				
10	Poured in place rubber playground surfacing	3378	SF				
11	Cantilevered deck including post & rope railing	200	SF				
12	Misc. Site Construction	1	LS				
						SITE CONSTRUCTION SUBTOTAL	\$ -
INTERACTIVE WATER FEATURE							
Item	Description	Quantity	Unit	Unit Cost	Total Cost		
1	Interactive fountain (all 3 sections), installed	1	LS				
2	Footwash	1	LS				
3	Misc. Interactive Water Feature	1	LS				
						INTERACTIVE WATER FEATURE SUBTOTAL	\$ -
SIGNAGE							
Item	Description	Quantity	Unit	Unit Cost	Total Cost		
1	Discovery Trail Gateway Feature	2	EA				
2	Park ID Signs	4	EA				
3	Building Address Signs (Type D Sign)	4	EA				
4	Park Rules Signs	2	EA				
5	Playground Rules Sign	1	EA				
6	Fountain Rules Sign	1	EA				
7	Interpretive Signs- freestanding	9	EA				
8	Interpretive Signs- Handrail mounted	2	EA				
9	Interpr. Sign w/ Sound Module, Solar panel & 50' cable- Freestanding	1	EA				
10	Park Information Kiosk with map & cabinet	1	EA				
11	Emergency Phone Sign (Type A Sign)	1	EA				
12	Security Camera/Wiifi Hotspot Sign (Typ B Sign)	6	EA				
13	No Water Entry Signs (Type C Sign)	4	EA				
14	Electric Car Charging Station Sign (Type E Sign)	1	EA				
15	Misc. Signage	1	LS				
						SIGNAGE SUBTOTAL	\$ -
SITE FURNISHINGS							
Item	Description	Quantity	Unit	Unit Cost	Total Cost		
1	Shade Umbrella 16'	1	EA				
2	Shade Umbrella 20'	2	EA				
3	Benches with backs	28	EA				

4	Benches without backs	6	EA		
5	Circular Ipe benches	2	EA		
6	Fallen Tree log benches	3	EA		
7	Picnic Tables	4	EA		
8	Bike Racks (non illuminated)	50	EA		
9	Fixed Decorative bollards	13	EA		
10	Removeable Decorative bollards	6	EA		
11	Trash receptacles - Single	10	EA		
12	Trash receptacles - Double/Recycling	5	EA		
13	Drinking Fountains	2	EA		
14	Whimsical Wading Birds Sculptures	1	SET		
15	Bronze Crabs (Small, Med & Large)	1	SET		
16	Turtles on Log Sculpture	1	EA		
17	Human Sized Frog sculpture (sits on bench)	1	EA		
18	Fan at Pond Pavilion	1	EA		
19	Pond Aerator/Floating Fountain	1	EA		
20	Misc. Site Furnishings	1	LS		
				SITE FURNISHINGS SUBTOTAL	\$ -
LANDSCAPING, MULCH & TURF					
Item	Description	Quantity	Unit	Unit Cost	Total Cost
1	Cercis canadensis 'Forest Pansy' - 1.5" Cal.	11	EA		
2	Chionanthus virginicus- 6-8'	27	EA		
3	Lagerstroemia x Muskogee -1.5" Cal.	21	EA		
4	Lagerstroemia x Natchez-1.5" Cal.	6	EA		
5	Magnolia grandiflora 'Alta'- 2.5" cal	10	EA		
6	Nyssa sylvatica-2.5" Cal.	6	EA		
7	Pinus taeda- 1.5" Cal.	28	EA		
8	Pinus thunbergii- 1.5" Cal.	13	EA		
9	Quercus phellos- 4" Cal.	44	EA		
10	Quercus virginiana 'High Rise'- 4" Cal.	71	EA		
11	Sabal palmetto- 16-20' ht.	150	EA		
12	Sabal palmetto- matched 18' ht.	21	EA		
13	Sassafras albidum- 2" Cal.	8	EA		
14	Taxodium distichum 'Shawnee Brave'- 3" Cal.	21	EA		
15	Ulmus parvifolia 'Emer II'- 4" Cal.	7	EA		
16	Vitex agnus-castus- 15 gal.	24	EA		
17	Abelia x 'Rose Creek'- 1 Gal.	155	EA		
18	Alocasia portadora- 1 Gal.	28	EA		
19	Azalea indica 'Formosa'- 3 Gal.	30	EA		
20	Azalea x 'Robled'- Autumn Chiffon- 3 Gal.	46	EA		
21	Azalea x 'Roblef'- Autumn Sundance- 3 Gal.	30	EA		
22	Camellia japonica 'Berenice Boddy'- 7 Gal.	4	EA		
23	Camellia sasanqua 'Yuletide'- 7 Gal.	8	EA		
24	Cleyera japonica- 7 Gal.	23	EA		
25	Cycas revoluta- 18-24" ht.	57	EA		
26	Cycas revoluta 1- 36-48" ht.	16	EA		
27	Ilex vomitoria 'nana'- 3 Gal.	105	EA		
28	Ilex vomitoria 'Will Flemming'- 7 Gal.	39	EA		
29	Illicium floridanum- 7 Gal.	78	EA		
30	Leucothoe axillaris- 7 Gal.	34	EA		
31	Loropetalum chinese 'Purple Diamond'- 3 Gal.	287	EA		
32	Miscanthus sinensis 'Adagio'- 3 Gal.	71	EA		
33	Myrica cyrifera- 7 Gal.	36	EA		
34	Podocarpus macrophyllus- 7 Gal.	57	EA		
35	Prunus caroliniana- 15 Gal.	7	EA		
36	Rosa x 'Double Knockout'- 3 Gal.	57	EA		
37	Serenoa repens 'Cinerea'- 3 Gal	632	EA		
38	Viburnum odoratissimum 'Awabuki'- 3 Gal.	9	EA		
39	Agapanthus africanus 'Storm Cloud'- 1 Gal.	37	EA		
40	Asparagus meyeri- 1 Gal.	81	EA		
41	Canna flaccida- 4" pot	144	EA		
42	Canna Tropicana Gold'- B.R. (wet mix)	919	EA		
43	Dianella tasmanica 'Variegata'-1 Gal.	18	EA		
44	Dietes vegeta- 1 Gal.	408	EA		
45	Dryopteris erythrosora-1 Gal.	113	EA		
46	Eragrostis curvula- 4" pot	13556	EA		
47	Gaura lindheimeri "Whirling Butterflies"- 1 Gal.	106	EA		
48	Hemerocallis 'Stella D oro'- 1 Gal.	269	EA		
49	Iris virginica- 1 Gal.	16	EA		
50	Iris virginica- B.R. (wet mix)	919	EA		
51	Juncus effusus- B.R. (wet mix)	517	EA		
52	Lantana camara 'New Gold'- 1 Gal.	202	EA		
53	Liriope muscari 'Super Blue'- 1 Gal.	4372	EA		
54	Muhlenbergia capillaris- 1 Gal.	3201	EA		

55	Ophiopogon japonicus- 4" pot	47	EA		
56	Pontederia cordata- B.R. (wet mix)	517	EA		
57	Rosa x 'Meigalpio'- 1 Gal.	13	EA		
58	Rosmarinus officinalis 'Blue Spires'- 3 Gal.	342	EA		
59	Sagittaria latifolia- B.R. (wet mix)	517	EA		
60	Spartina bakeri- 1 Gal.	917	EA		
61	Saururus cernuus- B.R. (wet mix)	517	EA		
62	Tripsacum dactyloides 'nana'- 1 Gal.	257	EA		
63	Tulbaghia violacea- 1 Gal.	244	EA		
64	Pinestraw Mulch	91610	SF		
65	Cynodon dactylon ' Celebration' Sod	119827	SF		
66	Fine Grading- turf areas & plant beds	211437	SF		
67	Misc. Landscaping, Mulch & Turf	1	LS		
				LANDSCAPING, MULCH & TURF SUBTOTAL	\$ -
IRRIGATION SYSTEM					
Item	Description	Quantity		Unit Cost	Total Cost
1	Hunter PROS-06-PRS30, spray nozzle, swing pipe, lateral fittings, installed, adjusted	20	EA		
2	Hunter PROS-06-PRS30, MP rotator nozzle, swing pipe, lateral fittings, installed, adjusted	370	EA		
3	Hunter PROS-12-PRS30, MP rotator nozzle, swing pipe, lateral fittings, installed, adjusted	546	EA		
4	Hunter I-20-04-SS, swing pipe, lateral fitting, installed, adjusted	79	EA		
5	RainBird 100-PEB 1" control valve, mainline fittings, valve box, wire splice, intalled, adjusted	8	EA		
6	RainBird 150-PEB 1-1/2" mainline fittings, valve box, wire splice, installed, adjusted	25	EA		
7	RainBird 33-DLRC 3/4", mainline fitting, 1" swing joint, 10" valve box, gravel, installed	5	EA		
8	RainBird LXD 2 Wire controller, wall mount, conduit, power to controller, installed, programmed	1	EA		
9	RainBird WR2-RC wireless rain sensor, installed & programmed	1	EA		
10	RainBird 14 GA Maxi Cable, installed	4300	LF		
11	1" PVC electrical conduit, installed	4300	LF		
12	RainBird FD-101 decoder, installed, wire splice connectors, programmed into controller	15	EA		
13	RainBird FD-202 decoder, installed, wire splice connectors, programmed into controller	10	EA		
14	RainBird FD-401 decoder, installed, wire splice connectors, programmed into controller	3	EA		
15	RainBird SD-210 sensor decoder, installed, wire splice connectors, programmed into controller	1	EA		
16	CST Flow Sensor, 1-1/2", installed, Hunter Sensor Decoder, valve box	1	EA		
17	Superior 3100 1-1/2" Master Valve, installed, fittings to mainline pipe, valve box, decoder	1	EA		
18	RainBird XCZ-100-PRB-COM 1" drip control valve kit, installed, fittings to mainline, jumbo valve box, wire splices, gravel, adjusted	13	EA		
19	RainBird XFCV-06-12 inline drip tubing, fittings, stakes, installed, flushed, tested	13000	LF		
20	Flush Valve for inline drip tubing, installed, valve box	13	EA		
21	RainBird OPERIND Drip operation indicator for inline drip tubing, installed	13	EA		
22	RainBird SXB-1032 drip bubbler, installed	1	EA		
23	RainBird XFCV-06-12 Drip Tree rings with swing pipe, lateral fittings, installed	10	EA		
24	2" Bronze gate valve, valve box, gravel, installed	10	EA		
25	installed	8	EA		
26	Controller grounding point, installed as per detail	1	EA		
27	1" SDR 21 bell end lateral pipe and fittings, installed	21400	LF		
28	1.5" SDR 21 bell end lateral pipe and fittings, installed	1400	LF		
29	2" SDR 21 bell end lateral pipe and fittings, installed	100	LF		
30	1-1/2" SCH 40 bell end mainline pipe and fittings, installed	140	LF		
31	2" SCH 40 bell end mainline pipe and fittings, installed	3700	LF		
32	2.5" SCH 40 bell end mainline pipe and fittings, installed	20	LF		
33	4" SCH 40 PVC bell end sleeve, installed	2000	LF		
34	2" Water meter, installed, permits and fees	1	LS		
35	Watts 007 Double Check Valve backflow preventer, piping, valve box, installed	1	EA		
36	Misc. Irrigation System	1	LS		
				IRRIGATION SYSTEM SUBTOTAL	\$ -
				TOTAL FEE	\$0

EXHIBIT A: FEE PROPOSAL

A-6: Project D - Lagoon Pope Intersection

NIGHT TIME (7 PM TO 7 AM WORK HOURS)

RFP 2016-0009 - COLIGNY AREA IMPROVEMENTS

LIST OF ESTIMATED QUANTITIES / UNIT COST BID SCHEDULE

The unit prices given on this document, along with any negotiated changes in quantities, shall become the basis for, and included in, the contract agreement. Offerors are responsible for verifying all quantities and notifying the Owner of any discrepancies greater than 10% of estimate, in writing, prior to the bid opening. 7-digit SCDOT specification numbers refer to the 2007 Standard Specifications for Highway Construction of the South Carolina Department of Transportation. SC refers to the Special Condition. Technical Specification #s101453 refers to Project Manual Technical Specification

ITEM	SPEC. NO.		DESCRIPTION	QUANTITY		COST	
	SCDOT OR SPEC	PROV.		NUMBER OF UNITS	UNIT MEASURE	PER UNIT	TOTAL COST
MISCELLANEOUS							
Item	Description		Quantity		Unit Cost	Total Cost	
D-M1	1031000	Mobilization	1	ls			
D-M2	1050800	Construction Staking, Lines and Grades	1	ls			
D-M3	SC-3	As-Built Survey	1	ls			
D-M4	1071000	Traffic Control	1	ls			
D-M5	6271010	4" White Solid Lines Thermoplastic - 90 mil.	795	lf			
D-M6	6271020	12" White Solid Lines - Thermo. - 125 mil.	661	lf			
D-M7	6271025	24" White Solid Lines (Stop/Diag Lines) - Thermo. - 125 mil.	114	lf			
D-M8	6271030	White Single Arrows (LT, STRGHT, RT) Thermo. - 125 mil.	12	ea			
D-M9	6271035	White Word Message "ONLY" - Thermoplastic - 125 mil.	2	ea			
D-M10	6271040	White Combination Arrows (Str&Rt.) Thermo. - 125 mil.	2	ea			
D-M11	6271074	4" Yellow Solid Lines Thermoplastic - 90 mil.	600	lf			
D-M12	675027G	Furnish & Install 4.0" Schedule 80 PVC Conduit	400	lf			
D-M13	675027O	Furnish & Install 6.0" Schedule 80 PVC Conduit	400	lf			
D-M17	101453	18" Stop Sign & Post	3	ea			
D-M18	101453	18" Yield Sign & Post	2	ea			
MISCELLANEOUS SUBTOTAL						\$	-
EARTHWORK SUBTOTAL						#REF!	
CONCRETE							
Item	Description		Quantity		Unit Cost	Total Cost	
D-C1	72003110	18" Curb & Gutter (Standard)	333	lf			
D-C2	72003210	24" Curb & Gutter (Standard)	1160	lf			
CONCRETE SUBTOTAL						\$	-
PAVING							
Item	Description		Quantity		Unit Cost	Total Cost	
D-P1	3050108	Graded Aggregate Base Course	910	sy			
D-P2	4011004	Liquid Asphalt Binder PG64-22	46	tn			
D-P3	4013990	Mill Existing Asphalt Pavement - Variable	2375	sy			
D-P4	4030310	Hot Mix Asphalt Intermediate Course Type A	91	tn			
D-P5	4030320	Hot Mix Asphalt Surface Course Type B	629	tn			
D-P6	4030360	Hot Mix Asphalt Surface Course Type E (Leveling)	121	tn			
D-P7	4039030	Traffic Pattern XD	321	sy			
D-P8	321316	4" Thick Concrete Sidewalk/Pathway	285	sy			
PAVING SUBTOTAL						\$0.00	
EROSION AND SEDIMENT CONTROLS							
Item	Description		Quantity		Unit Cost	Total Cost	
D-EC1	8100200	Temporary Cover	0.43	ac			
D-EC2	8152004	Inlet Structure Filter - Type F (Weighted)	2	ea			
D-EC3	8153000	Silt Fence	710	lf			
D-EC4	8153090	Replace/Repair Silt Fence	355	lf			
D-EC5	8156200	Cleaning Inlet Structure Filters	12	ea			
D-EC6	8156211	Inlet Structure Filter - Type E (Catch Basin Type 1)	6	ea			
D-EC7	8156219	Inlet Structure Filter - Type A	4	lf			
D-EC8	8156490	Stabilized Construction Entrance	270	sy			
EROSION SUBTOTAL						\$0.00	
MAST-ARM TRAFFIC SIGNAL							
Item	Description		Quantity		Unit Cost	Total Cost	
D-TS1	SC-4	Mast-Arm Traffic Signal Installation	1	ls			
MAST-ARM TRAFFIC SIGNAL SUBTOTAL						\$	-
TOTAL FEE (PROJECT D ONLY)							
NIGHT (WORK HOURS 7 PM - 7 AM)							

EXHIBIT B

GENERAL CONDITIONS

COLIGNY REDEVELOPMENT PROJECT
RFP 2016-0009



The Town of Hilton Head Island
Beaufort County, South Carolina



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General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Coligny Redevelopment Project
Pope Avenue, Hilton Head Island SC 29928

THE OWNER:

(Name, legal status and address)

Town of Hilton Head Island SC
One Town Center Court
Hilton Head Island SC 29928

THE ARCHITECT:

(Name, legal status and address)

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ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

Init.

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User Notes:

(1633176138)

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

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. 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. 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 requirements. The Contract Documents shall include the Request for Proposals, Instructions to Offerors, Fee Schedules, and all other bidding documents.

§ 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. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties. The Construction Contract shall be executed on AIA Documents A101-2007, Standard Form of Agreement between Owner and 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 INITIAL DECISION MAKER

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

§ 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

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consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 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.

1.2.4 All work shall conform to the Contract Documents. No change therefrom shall be made without Contractor first obtaining permission from Architect in writing. Where detailed information is lacking, Contractor before proceeding with Work shall refer matter to Architect, who will furnish information with reasonable promptness.

1.2.5

1.2.5.1 Prior to and during the execution of the Work the Contractor shall check all drawings, specifications, and job conditions and shall immediately report any error, discrepancies, conflicts and omissions found therein to the Architect in writing and have the same explained or corrected by the Architect before proceeding with the work. Any Work done by the Contractor after these conditions have been discovered and before the Architect has either explained or made corrections shall be corrected at the Contractor's expense.

1.2.5.2 Where parts of the Work are indicated, the balance of similar parts shall be considered as a repetition; where any detail is shown and the components there fully described by notation and material designation similar details shall be construed to require equal materials where fully noted or not, and shall in each case be considered to be called for the full length of the part and similar parts its indicates.

1.2.5.3 Wherever there are discrepancies between Drawings, or between Drawings and Specifications, or conflicts within the Specifications and/or Drawings, and such discrepancy is not called to the Architect's attention in time to permit clarification by Addendum, the Contractor shall base his bid upon providing the better quality or greater quantity of Work or materials called for, shall submit a written statement with his proposal noting such discrepancies, and shall so furnish and install such better quality or greater quality unless otherwise ordered in writing.

1.2.6 Materials, or equipment or items obviously required for a complete job which are shown on the drawings but are not mentioned in the Specifications or required by the Specifications but not shown on the Drawings, shall be furnished and installed the same as through both shown on the drawings and required by specifications. This materials, equipment, or item shall conform to the character and quality of the other work.

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

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§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them 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 material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

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 otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative. The Owner of the Project is shown on the title sheet of these specifications.

§ 2.1.2 The Owner shall furnish to the Contractor within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.2 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.

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.2.4 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.

§ 2.2.5 For this project, reproduction sets of contract documents required for construction of the Project will be the responsibility of the Contractor.

2.2.6 The Owner may, at his discretion, employ and independent testing agency to perform tests on earthwork, concrete, and structural steel as specified in the technical sections of the Specifications. This does not relieve the Contractor of his testing identified in 13.5.7.

§ 2.3 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.

§ 2.4 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 written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

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 authorized representative.

§ 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 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.

§ 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 2.2.3, 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

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3.2.3, the Contractor shall make 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 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 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 Each Offeror prior to submitting a proposal shall examine the site and all conditions thereon. All proposals will be presumed to include all such existing conditions as may affect any Work of this Project; and failure to familiarize himself with any such conditions will in no way relieve the successful bidder from the necessity of furnishing any materials or performing any work that may be required to complete the Work in accordance with the Drawings and Specifications, without additional cost to the Owner.

§ 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, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and 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 written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

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

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

3.3.4 The Architect has no authority, no accepts any responsibility either direct or implied for the construction superintendence of the Work. The programming of the Work, construction procedures, scheduling, coordination, inspection, and supervision of construction personnel required to include accurate construction and faithful performance of the Contract requirements is the direct responsibility of the Contractor. Any instruction which the Architect may issue the Contractor shall be adjudged an interpretation of the Contract Requirements and not an act of supervision.

3.3.5 Where disputes arise between the separate Contractors on the accessibility of the surface of one Contractor to receive the Work of another contractor in terms of the Contract Documents, the Architect shall issue a decision in writing.

§ 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.

(Paragraph deleted)

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§ 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.

3.4.4 At any time during the construction and completion of the Work covered by these Specifications, if the conduct of any workman of the various crafts can be adjudged ungentlemanly and a nuisance to the Owner or Architect; or if any workman be considered incompetent or detrimental to the Work, the Contractor shall order such parties removed immediately from the grounds.

3.4.5.

3.4.5.1 The materials of this project shall conform to all local codes, laws, and ordinances, and to the Building Code of the State. The rules of the local utility companies serving the property shall be observed.

3.4.5.2 Mention herein of specific brand or manufacturer is intended to indicate size, quality, type, capacity, relative price range, etc. Substitutions will be considered by the Architect provided substitution requests are submitted and received no later than 4:30 pm August 4, 2016. Substitutions must be approved in writing by the Architect. When a space or area is of sufficient size to accommodate the specific item, then it shall be the responsibility of the Contractor that the substitute item be accommodated by the area of volume shown or specified. No substitutions will be considered after bids are received.

3.4.6 Should the specifications fail to particularly describe the materials or kind of goods to be used in any place, then it shall be the duty of the Contractor to make inquiry of the Architect as to what is best suited. The material that would normally be used in this place to give a first quality finished job shall be considered a part of the Contract.

3.4.7 All materials shall be new and of quality specified. Workmanship shall be of a grade accepted as the best practice of the particular trade involved. Also, except as exceeded or qualified by the Specifications, workmanship shall be as stipulated in written standards of recognized organizations or institutes of the respective trades.

3.4.8 Where several materials or processes are specified for one use by trade name, manufacturer's name, or by catalog reference, Contractor may select for use any of those specified.

3.4.9 Whenever item of class of materials or process is specified exclusively by trade name, by manufacturer's name, or by catalog reference, only such item shall be used, unless Architect's approval for substitution is secured in writing.

3.4.10 Should Contractor desire to substitute another material or process for one or more specified by name, he shall apply in writing for such permission and shall state credit or extra involved. He shall also provide supporting data and samples for Architect's consideration.

3.4.11 No substitutions shall be made for any material, article, or process required under the Contract unless approved in writing by Architect.

3.4.12 Contractor shall submit a complete list of materials, equipment, suppliers, and subcontractors proposed for the project. Issuance of the second Certificate for Payment may be withheld until substantial portion of these lists have been submitted.

3.4.13 Any Work necessary to be performed after regular working hours, on Sundays, or Legal Holidays, shall be performed without any additional expense to the Owner. Permission is required in advance for Work to be performed after regular working hours, on Sundays, or on Legal Holidays.

3.4.14 The Contractor shall maintain and remove all equipment of the construction; and be responsible for the safe, correct, and lawful construction, maintenance, and use of same.

§ 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

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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 may be considered defective. 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 The Contractor shall guarantee the Work for a period of one (1) full year following the date of Substantial Completion.

3.5.2.1 The Contractor shall further guarantee the roofing systems for a period of 24 months (beginning with the date of Final Acceptance by Owner) against leaks. The guarantee shall include roofing, flashing (both metal and composition) related to roofing, eave edges and pitch pockets. The guarantee shall include correcting the leaking condition and the replacement or repair of any damage to the building and finishes caused by the leaking roofing systems during the guarantee period, at no cost to the Owner. This guarantee shall be in addition to the manufacturers guarantee and any other in the Contract Documents related to roofing system.

3.5.3 Whenever specifications, directions, or recommendations of a manufacture, association, or organization are mentioned in these specifications, the Contractor shall provide the Architect with one copy of such documents and shall retain one copy at the job site at all times while Work is being carried out.

3.5.4 All named or numbered products shall be used in accordance with the manufacturer's specifications unless otherwise stated.

3.5.5 All fabricated assemblies or electrically operated equipment furnished under this Contract shall have Underwriters' Laboratory approval or U.L. Re-examination listing in every case where such approval has been established for the particular type of devices in question.

3.5.6 All manufactured items of electrically operated equipment shall have Underwriters' Laboratory approval or U.L. Re-examination listing in every case where such approval has been established for the particular type of devices in question.

3.5.7 Except as required specifically otherwise elsewhere in the Contract Documents, furnish three copies of warranties. Submit to Architect. Warranties shall show name of Owner, name of Project, address for project, and date on which warranty period began as required by the Contract Documents.

§ 3.6 TAXES

3.6.1 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.

3.6.2 The Contractor shall include local, State, and Federal sales, use and consumer, and other similar taxes as required by law in South Carolina in the Contract Sum.

3.6.3 When the Owner is tax exempt, the Contractor must submit to the Owner statements of all sales tax paid so that the necessary forms can be filed to recover the tax. The proper forms are bound in the specifications. This tax report must be completed, notarized and included with each monthly Application for Payment. Owner responsible for checking accuracy of sales tax reports.

§ 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections 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.

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§ 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 21 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 an equitable adjustment 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 in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed 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 (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

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

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

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§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. 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 SCHEDULES

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be 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, 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.

3.10.4 The Contractor immediately after being awarded the Contract, within ten (10) days, shall prepare and submit for the Architect's approval an estimated progress schedule for the work. The "Progress Schedule" shall be in graph form and show the date when every major operation is to begin and to be completed, the dollar value to be completed each month, and the date when approved shop drawings will be needed.

3.10.5 The "Progress Schedule" shall be brought up to date and submitted each month with the application for payment.

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be 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 the way by which 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

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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.

§ 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 requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing 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 written 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. 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 cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, 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. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

3.12.11 All shop drawings for all contracts shall be submitted to Architect for approval within forty five (45) calendar days after the signing of the Contracts.

3.12.12 If Shop Drawings are found in error, the Contractor shall return them for correction, check the second submission, and if found in order, forward drawings to the Architect for review and check. Architect will not check shop drawings until they bear the stamp of the Contractor's approval. Submit to the Architect six (6) copies of each shop drawing under all contract and resubmit six (6) corrected copies where required by the Architect.

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§ 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, and 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 shall immediately upon entering project site for purpose of beginning Work, locate all general reference points and take such action as is necessary to prevent their destruction, layout his own Work, and be responsible for all bench marks, lines, elevations, and measurements for the building, grading, utilities, and other Work executed by him under the Contract. He shall exercise proper precautions to verify figures shown on drawings before laying out Work and will be responsible for any error resulting from his failure to exercise such precaution. All measurements and dimensions on shop drawings shall be verified at the job.

3.13.3 The drawings have been prepared on the basis of surveys and inspections of the site and are intended to present and essentially accurate general indication of the physical conditions of the site. This, however, shall not relieve the Contractor(s) of the necessity for familiarizing himself with physical conditions at the site. Any discrepancies found in the drawings shall be reported to the Architect.

3.13.4 The Contractor(s) and subcontractors shall verify all levels, dimensions, angles, and conditions at the site before ordering any material or executing any Work and shall be responsible for the correctness of his measurements. Any difference which may be found shall be submitted to the Architect for consideration and adjustment before proceeding with the Work.

§ 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 and patching shall be restored to the condition existing prior to the cutting, fitting and 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 such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

3.14.3 It is the general intent of the drawings and specifications that the cutting and patching of walls, flows, partitions, roofs, or other materials, necessary and required to effect the completion of Work as intended for general construction; or required to install Work by the Plumbing, Mechanical, Electrical, or other specialty contractors. The repair of all damages made by cutting shall include restoring those surfaces to their original state of finish including surface texture, design, color, etc. unless new finishes are called for. All such repairs shall be performed by personnel trained and proficient in the particular trades involved, i.e. plaster repairs by the plasterers, masonry repairs by masons, tile repairs by tile setters, etc. Any cutting which affects the structural part of the building must be approved by the Architect before cutting is started.

3.14.4 To illustrate further, where small areas of a wall are cut and patched and painting is required, the entire wall shall be painted to obtain a uniform color. Masonry repairs shall be toothed to maintain bond. It is the intent of this specification that all areas requiring repairs shall be restored to a completely finished conditions, acceptable to the Architect.

3.14.5 All cutting of existing structures shall be held to an absolute minimum and shall be executed in a clean and neat manner. All butting for removal, relocating, or installation of new materials for electrical systems shall be done by the Electrical Contractor, and cutting for plumbing shall be by the Plumbing Contractor, and cutting for mechanical shall be by the Mechanical Contractor, and cutting for general Construction Work shall be done by the Contractor. The use of air hammers will not be permitted. All cutting of floors, walls, and ceilings shall be done with either silent diamond drills for cutting concrete cores or with masonry saws for tile and plaster. All openings shall be cur to clear by 1 inch installation on piping and other items.

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§ 3.15 CLEANING UP

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or 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 Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 ACCESS TO WORK

The Contractor shall provide the Owner and Architect 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 such 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 the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such 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), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

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

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

§ 4.1.1 The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 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.

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

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§ 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.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with 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, except as provided in Section 3.3.1.

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

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

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

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such 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, material and equipment 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, unless otherwise specifically stated by the Architect, 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.

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§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize 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.

4.2.9.1 The Architect shall perform one final inspection after the Contractor notifies the Architect that the Project is complete.

4.2.9.2 The Architect shall, upon final inspection, prepare a written list of items to be completed and promptly provide the list to the Contractor.

4.2.9.3 The Contractor shall be required to complete the project and the items on the list in 30 days and provide all required complete closeout documents within 60 days of the final inspection.

4.2.9.4 The Architect shall provide one (1) re-inspection to verify the Contractor has completed the project and the final inspection list. The Owner and the Contractor shall be promptly notified of any deficiencies noted during this inspection. The Contractor shall immediately make the necessary corrections.

4.2.9.5 Any additional re-inspections necessitated due to the deficiencies being noted under 4.2.9.4 and any additional time required by the Architect, due to closeout documents being incomplete or Contractor not submitting the documents within 60 days of the final inspection, will be billed to the Owner by the Architect as per the Owner/Architect Agreement.

4.2.9.6 The Owner shall have the right to deduct the charges of the Architect incurred under section 4.2.9.5 and any additional time required by the Architect, due to closeout documents being incomplete or Contractor not submitting documents within 60 days of the final inspection, will be billed to the Owner by the Architect as per the Owner/Architect Agreement, from the Contractor's last application for payment.

§ 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 duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. 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, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 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. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

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 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 or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14-day period shall constitute notice of no reasonable objection.

5.2.1.1 Not later than twenty (20) days from the Contract Date, the Contractor shall furnish in writing to the Owner through the Architect a list showing the name of persons or entities proposed as manufacturers to be used for each of the products identified in the Contract Documents and where applicable the brand name and name of installing Subcontractor.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect 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 previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 SUBCONTRACTUAL RELATIONS

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

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5.3.2 The Owner or Architect will not undertake to resolve any difference between the Contractor and his subcontractors, nor between Subcontractors and Sub-Subcontractors.

§ 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 in writing; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 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 such 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.

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 Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 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 other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the 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 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

§ 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 report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that

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the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 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 the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

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

§ 6.3 OWNER'S RIGHT TO CLEAN UP

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

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

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

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

7.1.4 For changes in the Work, Overhead & Profit shall not exceed 15% of the value of labor and materials for work performed by any Contractor or Subcontractor. If the Work is performed by a Subcontractor, the Contractor's Overhead & Profit shall not exceed 7 1/2%.

§ 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument 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.

7.2.2 In cases where unit prices as shown on the Fee Schedules apply, they shall be used to determine the amount of addition to or deletion from the Contract Price, provided the unit prices are mutually agreed upon to be fair and equitable.

FOR WORK DONE BY THE CONTRACTOR:

(Type of Work)

(Type of Work)	Contract Work
1 Materials (Itemized Breakdown)	\$ _____
2 Labor (Breakdowns with Documentation)	\$ _____
3 Equipment Rental (List Separately with Documentation)	\$ _____
Sub-Total	\$ _____
4 *Contractor's Overhead, Bond, Supervision, General Expenses	

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	And Profit. Limited to 15% of Items #1, #2, & #3	\$ _____
5	All Sales and Other Applicable Taxes	\$ _____
6	Total Quotation: (Includes items #1, #2, #3, #4, & #5)	\$ _____

*In case of deductible changes, this figure will be 10%.

FOR WORK DONE BY SUBCONTRACTOR:

(Type of Work)	Contract Work
1 Subcontract Work (Itemized Breakdown with Documentation)	
A Materials (Itemized Breakdown)	\$ _____
B Labor (Itemized Breakdowns with Documentation)	\$ _____
C Equipment Rental (List Separately with Documentation)	\$ _____
D All Sales and Other Applicable Taxes	\$ _____
E Other	\$ _____
	Sub-Total
	\$ _____
2 *Contractor's Overhead, Bond, Supervision, General Expenses And Profit. Limited to 7 1/2% of Item #1	\$ _____
3 Total Quotation: (Includes items #1 & #2)	\$ _____

*In case of deductible changes, this figure will be 5%.

*In case of deductible changes, this figure will be 10%.

§ 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 properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 7.3.5 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,

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provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.6 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.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine 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 the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. 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 7.3.7 shall be limited to the following:

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

§ 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 net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 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 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 has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

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.

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§ 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.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 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 an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation and arbitration; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

§ 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

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.

§ 9.2 SCHEDULE OF VALUES

9.2.1 Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

9.2.1.1 Schedule of Values shall be broken out to show costs for Labor/Installation, and materials, allowances, and alternates. If there is grading in the project, show cost breakdown between rough grading and fine grading.

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if 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.

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§ 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 material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

9.3.1.3 The Contractor's Application for Payment shall be made on AIA Form G702 and G703 (latest edition); the Certification included thereon shall be executed and notarized. The Contractor shall submit these forms in Quadruplicate (4).

9.3.1.4 For Projects A, B, C, & D, retainage of 10% shall apply to all payment requests. The Contractor will be funded at 90% of actual cost until Substantial Completion has been fulfilled whereby the retainage of 10% of the cost, less change orders, will be released.

9.3.1.4.1 For the Coligny Park Project only, until the work is ninety percent (90%) complete, the Owner will pay ninety percent (90%) of the amount due the Contractor on progress payments. At the time the Work is ninety percent (90%) complete and thereafter if the manner of completion of the Work and its progress are and remain satisfactory to the Architect, and in the absences of other good and sufficient reasons, the Architect will, on presentation by the Contractor of Consent of Surety for each Application, authorize any remaining partial payment to be paid ninety-five percent (95%) of the full amount.

9.3.1.5 The Full Contract retainage may be reinstated if the manner of completion of the Work and its progress do not remain satisfactory to the Architect (or if the Surety withholds consent) or for other good and sufficient reasons.

§ 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. 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.

§ 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, material suppliers, or other persons or entities making a claim by reason of having 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 issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part 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 comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. 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. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) 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 may 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. 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 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.
- .8 Damages or Monetary Damages to the Architect or his Consultants.

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

§ 9.5.3 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 material or equipment suppliers 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 Architect will reflect such payment on the next Certificate 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.

9.6.1.1 Provided an Application for Payment is received by the Architect no later than the Twenty-Fifth (25th) day of a month, the Owner shall make payment to the Contractor not later than the Tenth (10th) day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than Thirty (30) days after the Architect received the Application for Payment; subject to revision at the Pre-Construction Meeting.

§ 9.6.2 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 material and equipment 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 to ascertain whether they have been properly paid. Neither the Owner nor Architect

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shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

§ 9.6.5 Contractor payments to material and equipment 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 and 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, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.7 FAILURE OF PAYMENT

If the Architect does not issue a Certificate for Payment, 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 date established in the Contract Documents the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 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 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 will make an inspection to determine whether the Work or designated portion thereof is substantially complete. 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.

§ 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, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall 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 and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such 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.

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§ 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 as required under Section 11.3.1.5 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 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

9.10.1.1 When all Work called for under the Contract has been completed and the Contractor has removed from the site of the Work all rubbish, unused material, temporary buildings, plant and other structures used by him in carrying out the Work, the Owner and the Architect will make a thorough examination of the Work. If, after complete examination by the Owner and the Architect all Work is found to comply with the requirement of the Contract, it will be accepted and final payment will be made in accordance with the Contract.

9.10.1.2 In the event the Architect considers it impractical, because of unusual test conditions, or some other factors, to execute simultaneous final acceptance of all equipment, portions of the installation may be certified by the Architect for Final Acceptance with that portion of the system is complete and ready for operation.

§ 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 and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

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§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. 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 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; or
- .3 terms of special warranties required by the Contract Documents.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those 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 or the Contractor's Subcontractors or Sub-subcontractors; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

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

§ 10.2.3 The Contractor shall 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 owners and users of adjacent sites and utilities.

§ 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.

10.2.4.1 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary, the Contractor shall give the Owner reasonable advance notice.

§ 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, except damage or loss 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,

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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, written notice of such 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

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor's written 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 such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will 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 in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, 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 in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, 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), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for 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 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 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance 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.

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§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

§ 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.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, 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:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.
- .9 General Liability coverages are to be provided by a Commercial General Liability Policy on an occurrence basis.

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

11.1.2.1 Insurance required by this section shall remain in place at least until final payment and at all times thereafter when the Contractor may be correcting, removing, or replacing defective Work.

11.1.2.2 The insurance required by Subparagraph 11.1.1 shall be written for no less than the following limits or greater if required by law:

1. Workers' Compensation & Employer's Liability State Statutory
Each Accident \$100,000.00
Disease Policy Limit \$500,000.00
Disease Each Employee \$100,000.00
2. Comprehensive General Liability – Incurrence Form (including Premises-Operations; Independent Contractors, Protective; Products and Completed Operations; Broad Form Property Damage; Contractual Liability; Explosion and Collapse Hazard Underground Hazard; Fire Damage, Personal Injury with Employment Exclusion Deleted)

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Comprehensive General Liability	
General Aggregate	\$2,000,000.00
Products-Completed Operations Aggregate	\$1,000,000.00
Personal & Advertising Injury (Each Occurrence)	\$1,000,000.00
Fire Damage (Any one Fire)	\$50,000.00
Medical Expense (Any one Person)	\$5,000.00

3. Comprehensive Automobile Liability (Including any Auto-all Owned Autos; Scheduled Autos; Hired Autos, and non-Owned Autos)

Combined Single Limits – Single Occurrence (Bodily Injury/Property Damage)	\$1,000,000.00
Uninsured Motorist/Under-insured Motorist Each Occurrence	\$1,000,000.00

4. Excess Liability/Umbrella Liability

Other than Umbrella	
Bodily Injury/Property Damage Combined Each Occurrence	\$1,000,000.00
Aggregate	\$1,000,000.00

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness. If this insurance is written on a Commercial General Liability policy form, ACORD form 25S will be acceptable.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

11.1.5 Required Insurance shall be written by companies licensed to do business in the State where the Project is located. In addition companies shall be acceptable to the Owner. Approval of the Insurance by the Owner shall not relive or decrease the liability of the Contractor.

§ 11.2 OWNER'S LIABILITY INSURANCE

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

§ 11.3 PROPERTY INSURANCE

Contractor shall provide Omnibus Builder's Risk Insurance covering both the Contractor and the Owner for the entire project. When applicable Contractor must provide evidence of an installation floater policy for their work on the project.

§ 11.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who

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are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

§ 11.3.1.2 The Owner does not intend to purchase such property insurance and with all of the coverages in the amount described above, the Owner hereby informs the Contractor of such.

§ 11.3.1.3 If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 11.3.2 BOILER AND MACHINERY INSURANCE

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

§ 11.3.3 LOSS OF USE INSURANCE

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

§ 11.3.4 If the Contractor 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 Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 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, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

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

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§ 11.3.7 WAIVERS OF SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. 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 after notification of a Change in the Work in accordance with Article 7.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1

11.4.1.1 The Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder. Bonds may be obtained through the Contractor's usual source and the cost thereof shall be included in the Contract Sum. The amount of each bond shall be equal to 100% of the Contract Sum.

11.4.1.2 The Contractor shall furnish bonds to the Architect not later than 3 days following the date the Agreement is entered into, or if the work is to be commenced prior thereto in response to a Letter of Intent, the Contractor shall, prior to the commencement of the Work, submit evidence satisfactory to the Architect that such bonds will be furnished.

11.4.1.3 The Contractor shall require that an attorney-in-fact who executes the required bonds on behalf of the Surety to affix thereto a certified and current copy of the power of attorney.

11.4.1.4 Bonds shall be executed on AIA Doc A312, Performance Bond and AIA Doc A312, Materials Payment Bond, with amount shown on each part of bond equal to 100% of the total amount, payable by terms of the Contract. Surety shall be a company licensed to do business in the State where the project is located and shall be acceptable to the Owner.

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11.4.1.5 Bonds shall be dated the same as, or subsequent to, the Contract and shall be accompanied by a current Power of Attorney. Bond shall be furnished in sufficient number of copies so that one copy can be bound with each copy of the Agreement.

§ 11.4.2 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.

11.5 ADDITIONAL INSURED REQUIREMENTS

11.5.1 The Architect shall be named as Additional Insured on the Builder's Risk Insurance policy that will be furnished by the Contractor.

11.5.2 The Architect shall be named as an Additional Insured on the General Liability Policy, which includes Automotive Liability, Excess Liability, and Employer's Liability, that will be furnished by the Contractor as part of the Construction Contract.

11.5.3 The Insurance Companies furnishing the policies for all of the above coverages will be required to furnish a waiver of its rights of subrogation against the Architect, the Architect's Employees, and the Architect's Consultants.

11.5.4 The Insurance Policies and Waivers must be furnished to the Architect prior to the beginning of construction.

11.5.5 The Owner, not the Architects, shall be listed as "Certificate Holder" on all policies and certificates. Architects are listed as "Additional Insured."

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 Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination 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, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs 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 OR AFTER SUBSTANTIAL COMPLETION

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

§ 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 an 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 written 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 and to make a claim for breach of warranty. If the Contractor fails to correct

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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 2.4.

§ 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.

§ 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, whether completed or partially completed, of the Owner or separate contractors 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

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 13.4 RIGHTS AND REMEDIES

§ 13.4.1 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.

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§ 13.4.2 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 there under, except as may be specifically agreed in writing.

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 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 Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 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 13.5.1, 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 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 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 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.

§ 13.5.4 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.

§ 13.5.5 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.

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

13.5.7 The Owner, when required by unusual project conditions shall employ and pay for a testing laboratory for:

- (1) Special testing and inspection of soils;
- (2) Special testing of concrete;
- (3) Special load testing.

Other tests as called for in the specifications shall be a part of the Contract Sum. These tests are for:

- (1) Soil Compaction tests;
- (2) Concrete cylinder strength tests for all poured in place concrete work as specified;
- (3) Slump tests;
- (4) And other tests as necessary or specified.

Whenever re-testing is required because work performed by the Contractor does not conform to the requirements of the Contract Documents, the Contractor shall reimburse the Owner the cost of this retesting.

Laboratories or inspection agencies not employed by the Owner shall be approved by the Architect.

§ 13.6 INTEREST

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

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§ 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

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 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .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; or
- .4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, 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' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly 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' written 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;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the above reasons exist, the Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, 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' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .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

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- .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 Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 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 as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. 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 for the Owner's convenience and without cause.

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

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

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

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, 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. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

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

15.1.4.1 Claims for additional compensation for additional work, due to alleged errors in spot elevations of the site, contour lines, or bench marks, will not be recognized unless accompanied by certified survey data, made prior to the time the original ground was disturbed, clearly showing that errors exist which resulted, or would result, in handling more materials, or performing more work, than would be reasonably estimated from the drawings. Any discrepancies which may be discovered between actual conditions and those represented by the drawings shall at once be reported to the Architect, and Work shall not proceed, except at the Contractor's risk, until written instructions have been received by him from the Architect.

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein 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.

§ 15.1.5.2 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. If abnormal weather conditions are not reasonably anticipated for the locality where the Work is performed, then the contract time may be extended by change order for the time which the Architect and Owner may determine is reasonable.

15.1.5.3 Time Extensions will not be granted for rain, wind, snow, or other natural phenomena or normal intensity for the locality where work is performed. For purpose of determining extent of delay attributable to unusual weather phenomena, a determination shall be made by comparing the weather for the contract period involved with the average of the preceding five (5) year climatic range during the same time interval based on the National Oceanic and Atmospheric Administration National Weather Service statistics for the locality where Work is performed and on a daily weather logs kept on the job site by the Contractor reflecting the effect of the weather on progress of the Work and initialed by the Architect's representative. Time extensions for weather delays do not entitle the Contractor to "extended overhead" recovery.

15.1.5.4 If the Contractor is delayed at any time in the progress of his Work by any act or negligence of the Owner or the Architect, or by any employee of either; by any separate Contractor employed by the Owner; by changes ordered in the Work; by labor disputes at the project site; by abnormal weather conditions not reasonably anticipated for the locality where the Work is performed; by unavoidable casualties; by any causes beyond the Contractor's control; or by any other causes which the Architect and the Owner determine may justify the delay, then the contract time may be extended by change order for the time which the Architect and Owner may determine is reasonable.

15.1.5.5 Daily logs showing Work activity and weather that could impact the progress of the Work shall be submitted each month with the application for payment. Applications for payment will not be processed unless all documentation is provided with the application.

15.1.5.6 Request for extension of time shall be made in writing within twenty-one (21) days following cause of delay. In case of continuing cause for delay, the Contractor shall notify the Architect of the delay within twenty-one (21) days of the beginning of the delay and only one claim is necessary.

15.1.5.7 No claim shall be allowed on account of failure of the Architect to furnish drawings or instructions until twenty-one (21) days after demand for such drawing and/or instructions.

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15.1.5.8 Claims for additional time and additional cost will not be allowed if the actual construction time does not exceed the actual completion time as stated in the original Owner-Contractor Agreement.

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 INITIAL DECISION

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker 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 Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

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§ 15.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 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.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 MEDIATION

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 ARBITRATION

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 CONSOLIDATION OR JOINDER

§ 15.4.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration

permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Contractor under this Agreement.

ARTICLE 16 LIQUIDATED DAMAGES

16.1 The Contractor is hereby notified that the Contract will contain a Liquidated Damages Clause pursuant to Section 16 of the General Conditions and is included herein in its entirety.

16.2 Performance and Delivery Time

16.2.1 The Contractor, shall begin Work on or before the "commence work" date specified in the Notice to Proceed issued by the Owner and as set forth in the plans, specifications, and proposal. All Work shall be completed in all events on or before the date set forth in the Summary of the Work.

16.3 It is agreed that time is of the essence; and as a result, unless prevented by strikes, accidents or other cause beyond the Contractor's control, the Contractor shall deliver the materials and perform the services, as provided herein within the limits specified below. Failure of the Contractor to perform in the time specified below shall be deemed sufficient reason for default of the contract or forfeiture of the performance bond, or both.

Phase 1-A:	Nassau Street Storm/Resurfacing 90 Calendar Days from Notice to Proceed
Phase 1-B:	Nassau Street 90 Calendar Days from Notice to Proceed
Phase 2-A:	Pope Ave/Lagoon Rd Intersection 150 Calendar Days from Notice to Proceed
Phase 2-B:	Lagoon Road Extension 90 Calendar Days from Notice to Proceed
Phase 3-A:	Tanglewood Pathway 90 Calendar Days from Notice to Proceed
Phase 3-B:	South Forest Beach Pathway 70 Calendar Days from Notice to Proceed
Phase 4:	Coligny Park 425 Calendar Days from Notice to Proceed

16.4 Since actual damages for any delay in the completion of the Work which the Contractor is required to perform under this contract are or will be difficult to determine, the Contractor and his sureties shall be liable for and shall pay to the Owner the sum listed below as fixed and agreed as liquidated damages, and not as a penalty, for each calendar day of delay from the date stipulated for completion, or as modified in accordance with the terms of this Agreement until such Work is satisfactorily completed and accepted.

Phase 1-A:	Nassau Street Storm/Resurfacing \$2,500.00 per day
------------	---

Init.

Phase 1-B:	Nassau Street \$2,500.00 per day
Phase 2-A:	Pope Ave/Lagoon Rd Intersection \$2,500.00 per day
Phase 2-B:	Lagoon Road Extension \$1,000.00 per day
Phase 3-A:	Tanglewood Pathway \$1,000.00 per day
Phase 3-B:	South Forest Beach Pathway \$1,000.00 per day
Phase 4:	Coligny Park \$2,500.00 per day

Said liquidated damages may be deducted from any payments owed to the Contractor by the Owner or collected from the sureties whichever is deemed expedient by the Owner.

16.5 Work shall begin within 10 days after Notice to Proceed is issued. A penalty of \$1,000.00 per day will be assessed for each day that work has not started beyond the required start date.

Init.

Additions and Deletions Report for

AIA® Document A201™ – 2007

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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PAGE 1

Coligny Redevelopment Project
Pope Avenue, Hilton Head Island SC 29928

...

(Name, legal status and address)
Town of Hilton Head Island SC
One Town Center Court
Hilton Head Island SC 29928

PAGE 10

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. 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. 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 requirements. The Contract Documents shall include the Request for Proposals, Instructions to Offerors, Fee Schedules, and all other bidding documents.

...

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. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties. The Construction Contract shall be executed on AIA Documents A101-2007, Standard Form of Agreement between Owner and Contractor.

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1.2.4 All work shall conform to the Contract Documents. No change therefrom shall be made without Contractor first obtaining permission from Architect in writing. Where detailed information is lacking, Contractor before proceeding with Work shall refer matter to Architect, who will furnish information with reasonable promptness.

1.2.5

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User Notes:

(1633176138)

1.2.5.1 Prior to and during the execution of the Work the Contractor shall check all drawings, specifications, and job conditions and shall immediately report any error, discrepancies, conflicts and omissions found therein to the Architect in writing and have the same explained or corrected by the Architect before proceeding with the work. Any Work done by the Contractor after these conditions have been discovered and before the Architect has either explained or made corrections shall be corrected at the Contractor's expense.

1.2.5.2 Where parts of the Work are indicated, the balance of similar parts shall be considered as a repetition; where any detail is shown and the components there fully described by notation and material designation similar details shall be construed to require equal materials where fully noted or not, and shall in each case be considered to be called for the full length of the part and similar parts its indicates.

1.2.5.3 Wherever there are discrepancies between Drawings, or between Drawings and Specifications, or conflicts within the Specifications and/or Drawings, and such discrepancy is not called to the Architect's attention in time to permit clarification by Addendum, the Contractor shall base his bid upon providing the better quality or greater quantity of Work or materials called for, shall submit a written statement with his proposal noting such discrepancies, and shall so furnish and install such better quality or greater quality unless otherwise ordered in writing.

1.2.6 Materials, or equipment or items obviously required for a complete job which are shown on the drawings but are not mentioned in the Specifications or required by the Specifications but not shown on the Drawings, shall be furnished and installed the same as through both shown on the drawings and required by specifications. This materials, equipment, or item shall conform to the character and quality of the other work.

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§ 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 otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative. The Owner of the Project is shown on the title sheet of these specifications.

...

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2. For this project, reproduction sets of contract documents required for construction of the Project will be the responsibility of the Contractor.

2.2.6 The Owner may, at his discretion, employ and independent testing agency to perform tests on earthwork, concrete, and structural steel as specified in the technical sections of the Specifications. This does not relieve the Contractor of his testing identified in 13.5.7.

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3.2.5 Each Offeror prior to submitting a proposal shall examine the site and all conditions thereon. All proposals will be presumed to include all such existing conditions as may affect any Work of this Project; and failure to familiarize himself with any such conditions will in no way relieve the successful bidder from the necessity of furnishing any materials or performing any work that may be required to complete the Work in accordance with the Drawings and Specifications, without additional cost to the Owner.

...

3.3.4 The Architect has no authority, no accepts any responsibility either direct or implied for the construction superintendence of the Work. The programming of the Work, construction procedures, scheduling, coordination, inspection, and supervision of construction personnel required to include accurate construction and faithful performance of the Contract requirements is the direct responsibility of the Contractor. Any instruction which the Architect may issue the Contractor shall be adjudged an interpretation of the Contract Requirements and not an act of supervision.

3.3.5 Where disputes arise between the separate Contractors on the accessibility of the surface of one Contractor to receive the Work of another contractor in terms of the Contract Documents, the Architect shall issue a decision in writing.

...

~~§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 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.~~

3.4.4 At any time during the construction and completion of the Work covered by these Specifications, if the conduct of any workman of the various crafts can be adjudged ungentlemanly and a nuisance to the Owner or Architect; or if any workman be considered incompetent or detrimental to the Work, the Contractor shall order such parties removed immediately from the grounds.

3.4.5.

3.4.5.1 The materials of this project shall conform to all local codes, laws, and ordinances, and to the Building Code of the State. The rules of the local utility companies serving the property shall be observed.

3.4.5.2 Mention herein of specific brand or manufacturer is intended to indicate size, quality, type, capacity, relative price range, etc. Substitutions will be considered by the Architect provided substitution requests are submitted and received no later than 4:30 pm August 4, 2016. Substitutions must be approved in writing by the Architect. When a space or area is of sufficient size to accommodate the specific item, then it shall be the responsibility of the Contractor that the substitute item be accommodated by the area of volume shown or specified. No substitutions will be considered after bids are received.

3.4.6 Should the specifications fail to particularly describe the materials or kind of goods to be used in any place, then it shall be the duty of the Contractor to make inquiry of the Architect as to what is best suited. The material that would normally be used in this place to give a first quality finished job shall be considered a part of the Contract.

3.4.7 All materials shall be new and of quality specified. Workmanship shall be of a grade accepted as the best practice of the particular trade involved. Also, except as exceeded or qualified by the Specifications, workmanship shall be as stipulated in written standards of recognized organizations or institutes of the respective trades.

3.4.8 Where several materials or processes are specified for one use by trade name, manufacturer's name, or by catalog reference, Contractor may select for use any of those specified.

3.4.9 Whenever item of class of materials or process is specified exclusively by trade name, by manufacturer's name, or by catalog reference, only such item shall be used, unless Architect's approval for substitution is secured in writing.

3.4.10 Should Contractor desire to substitute another material or process for one or more specified by name, he shall apply in writing for such permission and shall state credit or extra involved. He shall also provide supporting data and samples for Architect's consideration.

3.4.11 No substitutions shall be made for any material, article, or process required under the Contract unless approved in writing by Architect.

3.4.12 Contractor shall submit a complete list of materials, equipment, suppliers, and subcontractors proposed for the project. Issuance of the second Certificate for Payment may be withheld until substantial portion of these lists have been submitted.

3.4.13 Any Work necessary to be performed after regular working hours, on Sundays, or Legal Holidays, shall be performed without any additional expense to the Owner. Permission is required in advance for Work to be performed after regular working hours, on Sundays, or on Legal Holidays.

3.4.14 The Contractor shall maintain and remove all equipment of the construction; and be responsible for the safe, correct, and lawful construction, maintenance, and use of same.

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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 may be considered defective. 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 The Contractor shall guarantee the Work for a period of one (1) full year following the date of Substantial Completion.

3.5.2.1 The Contractor shall further guarantee the roofing systems for a period of 24 months (beginning with the date of Final Acceptance by Owner) against leaks. The guarantee shall include roofing, flashing (both metal and composition) related to roofing, eave edges and pitch pockets. The guarantee shall include correcting the leaking condition and the replacement or repair of any damage to the building and finishes caused by the leaking roofing systems during the guarantee period, at no cost to the Owner. This guarantee shall be in addition to the manufacturers guarantee and any other in the Contract Documents related to roofing system.

3.5.3 Whenever specifications, directions, or recommendations of a manufacture, association, or organization are mentioned in these specifications, the Contractor shall provide the Architect with one copy of such documents and shall retain one copy at the job site at all times while Work is being carried out.

3.5.4 All named or numbered products shall be used in accordance with the manufacturer's specifications unless otherwise stated.

3.5.5 All fabricated assemblies or electrically operated equipment furnished under this Contract shall have Underwriters' Laboratory approval or U.L. Re-examination listing in every case where such approval has been established for the particular type of devices in question.

3.5.6 All manufactured items of electrically operated equipment shall have Underwriters' Laboratory approval or U.L. Re-examination listing in every case where such approval has been established for the particular type of devices in question.

3.5.7 Except as required specifically otherwise elsewhere in the Contract Documents, furnish three copies of warranties. Submit to Architect. Warranties shall show name of Owner, name of Project, address for project, and date on which warranty period began as required by the Contract Documents.

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3.6.1 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.

3.6.2 The Contractor shall include local, State, and Federal sales, use and consumer, and other similar taxes as required by law in South Carolina in the Contract Sum.

3.6.3 When the Owner is tax exempt, the Contractor must submit to the Owner statements of all sales tax paid so that the necessary forms can be filed to recover the tax. The proper forms are bound in the specifications. This tax report must be completed, notarized and included with each monthly Application for Payment. Owner responsible for checking accuracy of sales tax reports.

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3.10.4 The Contractor immediately after being awarded the Contract, within ten (10) days, shall prepare and submit for the Architect's approval an estimated progress schedule for the work. The "Progress Schedule" shall be in graph form and show the date when every major operation is to begin and to be completed, the dollar value to be completed each month, and the date when approved shop drawings will be needed.

3.10.5 The "Progress Schedule" shall be brought up to date and submitted each month with the application for payment.

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3.12.11 All shop drawings for all contracts shall be submitted to Architect for approval within forty five (45) calendar days after the signing of the Contracts.

3.12.12 If Shop Drawings are found in error, the Contractor shall return them for correction, check the second submission, and if found in order, forward drawings to the Architect for review and check. Architect will not check shop drawings until they bear the stamp of the Contractor's approval. Submit to the Architect six (6) copies of each shop drawing under all contract and resubmit six (6) corrected copies where required by the Architect.

3.13.1 The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and 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 shall immediately upon entering project site for purpose of beginning Work, locate all general reference points and take such action as is necessary to prevent their destruction, layout his own Work, and be responsible for all bench marks, lines, elevations, and measurements for the building, grading, utilities, and other Work executed by him under the Contract. He shall exercise proper precautions to verify figures shown on drawings before laying out Work and will be responsible for any error resulting from his failure to exercise such precaution. All measurements and dimensions on shop drawings shall be verified at the job.

3.13.3 The drawings have been prepared on the basis of surveys and inspections of the site and are intended to present and essentially accurate general indication of the physical conditions of the site. This, however, shall not relieve the Contractor(s) of the necessity for familiarizing himself with physical conditions at the site. Any discrepancies found in the drawings shall be reported to the Architect.

3.13.4 The Contractor(s) and subcontractors shall verify all levels, dimensions, angles, and conditions at the site before ordering any material or executing any Work and shall be responsible for the correctness of his measurements. Any difference which may be found shall be submitted to the Architect for consideration and adjustment before proceeding with the Work.

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3.14.3 It is the general intent of the drawings and specifications that the cutting and patching of walls, flows, partitions, roofs, or other materials, necessary and required to effect the completion of Work as intended for general construction; or required to install Work by the Plumbing, Mechanical, Electrical, or other specialty contractors. The repair of all damages made by cutting shall include restoring those surfaces to their original state of finish including surface texture, design, color, etc. unless new finishes are called for. All such repairs shall be performed by personnel trained and proficient in the particular trades involved, i.e. plaster repairs by the plasterers, masonry repairs by masons, tile repairs by tile setters, etc. Any cutting which affects the structural part of the building must be approved by the Architect before cutting is started.

3.14.4 To illustrate further, where small areas of a wall are cut and patched and painting is required, the entire wall shall be painted to obtain a uniform color. Masonry repairs shall be toothed to maintain bond. It is the intent of this specification that all areas requiring repairs shall be restored to a completely finished conditions, acceptable to the Architect.

3.14.5 All cutting of existing structures shall be held to an absolute minimum and shall be executed in a clean and neat manner. All butting for removal, relocating, or installation of new materials for electrical systems shall be done by the Electrical Contractor, and cutting for plumbing shall be by the Plumbing Contractor, and cutting for mechanical shall be by the Mechanical Contractor, and cutting for general Construction Work shall be done by the Contractor. The use of air hammers will not be permitted. All cutting of floors, walls, and ceilings shall be done with either silent diamond drills for cutting concrete cores or with masonry saws for tile and plaster. All openings shall be cur to clear by 1 inch installation on piping and other items.

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4.2.9.1 The Architect shall perform one final inspection after the Contractor notifies the Architect that the Project is complete.

4.2.9.2 The Architect shall, upon final inspection, prepare a written list of items to be completed and promptly provide the list to the Contractor.

4.2.9.3 The Contractor shall be required to complete the project and the items on the list in 30 days and provide all required complete closeout documents within 60 days of the final inspection.

4.2.9.4 The Architect shall provide one (1) re-inspection to verify the Contractor has completed the project and the final inspection list. The Owner and the Contractor shall be promptly notified of any deficiencies noted during this inspection. The Contractor shall immediately make the necessary corrections.

4.2.9.5 Any additional re-inspections necessitated due to the deficiencies being noted under 4.2.9.4 and any additional time required by the Architect, due to closeout documents being incomplete or Contractor not submitting the documents within 60 days of the final inspection, will be billed to the Owner by the Architect as per the Owner/Architect Agreement.

4.2.9.6 The Owner shall have the right to deduct the charges of the Architect incurred under section 4.2.9.5 and any additional time required by the Architect, due to closeout documents being incomplete or Contractor not submitting documents within 60 days of the final inspection, will be billed to the Owner by the Architect as per the Owner/Architect Agreement, from the Contractor's last application for payment.

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5.2.1.1 Not later than twenty (20) days from the Contract Date, the Contractor shall furnish in writing to the Owner through the Architect a list showing the name of persons or entities proposed as manufacturers to be used for each of the products identified in the Contract Documents and where applicable the brand name and name of installing Subcontractor.

...

5.3.1 By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise 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 The Owner or Architect will not undertake to resolve any difference between the Contractor and his subcontractors, nor between Subcontractors and Sub-Subcontractors.

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7.1.4 For changes in the Work, Overhead & Profit shall not exceed 15% of the value of labor and materials for work performed by any Contractor or Subcontractor. If the Work is performed by a Subcontractor, the Contractor's Overhead & Profit shall not exceed 7 1/2%.

...

7.2.2 In cases where unit prices as shown on the Fee Schedules apply, they shall be used to determine the amount of addition to or deletion from the Contract Price, provided the unit prices are mutually agreed upon to be fair and equitable.

FOR WORK DONE BY THE CONTRACTOR:

(Type of Work)	Contract Work
1 Materials (Itemized Breakdown)	\$
2 Labor (Breakdowns with Documentation)	\$
3 Equipment Rental (List Separately with Documentation)	\$
Sub-Total	\$
4 *Contractor's Overhead, Bond, Supervision, General Expenses And Profit. Limited to 15% of Items #1, #2, & #3	\$
5 All Sales and Other Applicable Taxes	\$
6 Total Quotation: (Includes items #1, #2, #3, #4, & #5)	\$

*In case of deductible changes, this figure will be 10%.

FOR WORK DONE BY SUBCONTRACTOR:

(Type of Work)	Contract Work
1 Subcontract Work (Itemized Breakdown with Documentation)	

A	Materials (Itemized Breakdown)	\$
B	Labor (Itemized Breakdowns with Documentation)	\$
C	Equipment Rental (List Separately with Documentation)	\$
D	All Sales and Other Applicable Taxes	\$
E	Other	\$
	Sub-Total	\$
2	*Contractor's Overhead, Bond, Supervision, General Expenses And Profit. Limited to 7 1/2% of Item #1	\$
3	Total Quotation: (Includes items #1 & #2)	\$

*In case of deductible changes, this figure will be 5%.

*In case of deductible changes, this figure will be 10%.

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9.2.1 Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

9.2.1.1 Schedule of Values shall be broken out to show costs for Labor/Installation, and materials, allowances, and alternates. If there is grading in the project, show cost breakdown between rough grading and fine grading.

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9.3.1.3 The Contractor's Application for Payment shall be made on AIA Form G702 and G703 (latest edition); the Certification included thereon shall be executed and notarized. The Contractor shall submit these forms in Quadruplicate (4).

9.3.1.4 For Projects A, B, C, & D, retainage of 10% shall apply to all payment requests. The Contractor will be funded at 90% of actual cost until Substantial Completion has been fulfilled whereby the retainage of 10% of the cost, less change orders, will be released.

9.3.1.4.1 For the Coligny Park Project only, until the work is ninety percent (90%) complete, the Owner will pay ninety percent (90%) of the amount due the Contractor on progress payments. At the time the Work is ninety percent (90%) complete and thereafter if the manner of completion of the Work and its progress are and remain satisfactory to the Architect, and in the absences of other good and sufficient reasons, the Architect will, on presentation by the Contractor of Consent of Surety for each Application, authorize any remaining partial payment to be paid ninety-five percent (95%) of the full amount.

9.3.1.5 The Full Contract retainage may be reinstated if the manner of completion of the Work and its progress do not remain satisfactory to the Architect (or if the Surety withholds consent) or for other good and sufficient reasons.

PAGE 31

.8 Damages or Monetary Damages to the Architect or his Consultants.

...

9.6.1.1 Provided an Application for Payment is received by the Architect no later than the Twenty-Fifth (25th) day of a month, the Owner shall make payment to the Contractor not later than the Tenth (10th) day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than Thirty (30) days after the Architect received the Application for Payment; subject to revision at the Pre-Construction Meeting.

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9.10.1.1 When all Work called for under the Contract has been completed and the Contractor has removed from the site of the Work all rubbish, unused material, temporary buildings, plant and other structures used by him in carrying out the Work, the Owner and the Architect will make a thorough examination of the Work. If, after complete examination by the Owner and the Architect all Work is found to comply with the requirement of the Contract, it will be accepted and final payment will be made in accordance with the Contract.

9.10.1.2 In the event the Architect considers it impractical, because of unusual test conditions, or some other factors, to execute simultaneous final acceptance of all equipment, portions of the installation may be certified by the Architect for Final Acceptance with that portion of the system is complete and ready for operation.

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10.2.4.1 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary, the Contractor shall give the Owner reasonable advance notice.

PAGE 36

.9 General Liability coverages are to be provided by a Commercial General Liability Policy on an occurrence basis.

...

11.1.2.1 Insurance required by this section shall remain in place at least until final payment and at all times thereafter when the Contractor may be correcting, removing, or replacing defective Work.

11.1.2.2 The insurance required by Subparagraph 11.1.1 shall be written for no less than the following limits or greater if required by law:

<u>1. Workers' Compensation & Employer's Liability State Statutory</u>	
Each Accident	\$100,000.00
Disease Policy Limit	\$500,000.00
Disease Each Employee	\$100,000.00
<u>2. Comprehensive General Liability – Incurrence Form (including Premises-Operations; Independent Contractors, Protective; Products and Completed Operations; Broad Form Property Damage; Contractual Liability; Explosion and Collapse Hazard Underground Hazard; Fire Damage, Personal Injury with Employment Exclusion Deleted)</u>	
Comprehensive General Liability	
General Aggregate	\$2,000,000.00
Products-Completed Operations Aggregate	\$1,000,000.00
Personal & Advertising Injury (Each Occurrence)	\$1,000,000.00
Fire Damage (Any one Fire)	\$50,000.00
Medical Expense (Any one Person)	\$5,000.00

3. Comprehensive Automobile Liability (Including any Auto-all Owned Autos; Scheduled Autos; Hired Autos, and non-Owned Autos)

<u>Combined Single Limits – Single Occurrence</u> <u>(Bodily Injury/Property Damage)</u>	<u>\$1,000,000.00</u>
<u>Uninsured Motorist/Under-insured Motorist</u> <u>Each Occurrence</u>	<u>\$1,000,000.00</u>

4. Excess Liability/Umbrella Liability

<u>Other than Umbrella</u> <u>Bodily Injury/Property Damage Combined</u> <u>Each Occurrence</u>	<u>\$1,000,000.00</u>
<u>Aggregate</u>	<u>\$1,000,000.00</u>

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness. If this insurance is written on a Commercial General Liability policy form, ACORD form 25S will be acceptable.

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11.1.5 Required Insurance shall be written by companies licensed to do business in the State where the Project is located. In addition companies shall be acceptable to the Owner. Approval of the Insurance by the Owner shall not relieve or decrease the liability of the Contractor.

...

Contractor shall provide Omnibus Builder's Risk Insurance covering both the Contractor and the Owner for the entire project. When applicable Contractor must provide evidence of an installation floater policy for their work on the project.

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§ 11.3.1.2 ~~If the~~ The Owner does not intend to purchase such property insurance ~~required by the Contract~~ and with all of the coverages in the amount described above, the Owner shall ~~so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.~~ hereby informs the Contractor of such.

§ 11.3.1.3 If the property insurance requires deductibles, the ~~Owner~~ Contractor shall pay costs not covered because of such deductibles.

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§ 11.4.1 ~~The Owner shall have the right to require the Contractor to~~

11.4.1.1 The Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract thereunder. Bonds may be obtained through the Contractor's usual source and the cost thereof shall be included in the Contract Sum. The amount of each bond shall be equal to 100% of the Contract Sum.

11.4.1.2 The Contractor shall furnish bonds to the Architect not later than 3 days following the date the Agreement is entered into, or if the work is to be commenced prior thereto in response to a Letter of Intent, the Contractor shall, prior to the commencement of the Work, submit evidence satisfactory to the Architect that such bonds will be furnished.

11.4.1.3 The Contractor shall require that an attorney-in-fact who executes the required bonds on behalf of the Surety to affix thereto a certified and current copy of the power of attorney.

11.4.1.4 Bonds shall be executed on AIA Doc A312, Performance Bond and AIA Doc A312, Materials Payment Bond, with amount shown on each part of bond equal to 100% of the total amount, payable by terms of the Contract. Surety shall be a company licensed to do business in the State where the project is located and shall be acceptable to the Owner.

11.4.1.5 Bonds shall be dated the same as, or subsequent to, the Contract and shall be accompanied by a current Power of Attorney. Bond shall be furnished in sufficient number of copies so that one copy can be bound with each copy of the Agreement.

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11.5 ADDITIONAL INSURED REQUIREMENTS

11.5.1 The Architect shall be named as Additional Insured on the Builder's Risk Insurance policy that will be furnished by the Contractor.

11.5.2 The Architect shall be named as an Additional Insured on the General Liability Policy, which includes Automotive Liability, Excess Liability, and Employer's Liability, that will be furnished by the Contractor as part of the Construction Contract.

11.5.3 The Insurance Companies furnishing the policies for all of the above coverages will be required to furnish a waiver of its rights of subrogation against the Architect, the Architect's Employees, and the Architect's Consultants.

11.5.4 The Insurance Policies and Waivers must be furnished to the Architect prior to the beginning of construction.

11.5.5 The Owner, not the Architects, shall be listed as "Certificate Holder" on all policies and certificates. Architects are listed as "Additional Insured."

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13.5.7 The Owner, when required by unusual project conditions shall employ and pay for a testing laboratory for:

- _____ (1) Special testing and inspection of soils;
- _____ (2) Special testing of concrete;
- _____ (3) Special load testing.

Other tests as called for in the specifications shall be a part of the Contract Sum. These tests are for:

- (1) Soil Compaction tests;
- (2) Concrete cylinder strength tests for all poured in place concrete work as specified;
- (3) Slump tests;
- (4) And other tests as necessary or specified.

Whenever re-testing is required because work performed by the Contractor does not conform to the requirements of the Contract Documents, the Contractor shall reimburse the Owner the cost of this retesting.

Laboratories or inspection agencies not employed by the Owner shall be approved by the Architect.

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15.1.4.1 Claims for additional compensation for additional work, due to alleged errors in spot elevations of the site, contour lines, or bench marks, will not be recognized unless accompanied by certified survey data, made prior to the time the original ground was disturbed, clearly showing that errors exist which resulted, or would result, in handling more materials, or performing more work, than would be reasonably estimated from the drawings. Any discrepancies which may be discovered between actual conditions and those represented by the drawings shall at once be reported to the Architect, and Work shall not proceed, except at the Contractor's risk, until written instructions have been received by him from the Architect.

...

§ 15.1.5.2 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. If abnormal weather conditions are not reasonably anticipated for the locality where the Work is performed, then the contract time may be extended by change order for the time which the Architect and Owner may determine is reasonable.

15.1.5.3 Time Extensions will not be granted for rain, wind, snow, or other natural phenomena or normal intensity for the locality where work is performed. For purpose of determining extent of delay attributable to unusual weather phenomena, a determination shall be made by comparing the weather for the contract period involved with the average of the preceding five (5) year climatic range during the same time interval based on the National Oceanic and Atmospheric Administration National Weather Service statistics for the locality where Work is performed and on a daily weather logs kept on the job site by the Contractor reflecting the effect of the weather on progress of the Work and initialed by the Architect's representative. Time extensions for weather delays do not entitle the Contractor to "extended overhead" recovery.

15.1.5.4 If the Contractor is delayed at any time in the progress of his Work by any act or negligence of the Owner or the Architect, or by any employee of either; by any separate Contractor employed by the Owner; by changes ordered in the Work; by labor disputes at the project site; by abnormal weather conditions not reasonably anticipated for the locality where the Work is performed; by unavoidable casualties; by any causes beyond the Contractor's control; or by any other causes which the Architect and the Owner determine may justify the delay, then the contract time may be extended by change order for the time which the Architect and Owner may determine is reasonable.

15.1.5.5 Daily logs showing Work activity and weather that could impact the progress of the Work shall be submitted each month with the application for payment. Applications for payment will not be processed unless all documentation is provided with the application.

15.1.5.6 Request for extension of time shall be made in writing within twenty-one (21) days following cause of delay. In case of continuing cause for delay, the Contactor shall notify the Architect of the delay within twenty-one (21) days of the beginning of the delay and only one claim is necessary.

15.1.5.7 No claim shall be allowed on account of failure of the Architect to furnish drawings or instructions until twenty-one (21) days after demand for such drawing and/or instructions.

15.1.5.8 Claims for additional time and additional cost will not be allowed if the actual construction time does not exceed the actual completion time as stated in the original Owner-Contractor Agreement.

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ARTICLE 16 LIQUIDATED DAMAGES

16.1 The Contractor is hereby notified that the Contract will contain a Liquidated Damages Clause pursuant to Section 16 of the General Conditions and is included herein in its entirety.

16.2 Performance and Delivery Time

16.2.1 The Contractor, shall begin Work on or before the "commence work" date specified in the Notice to Proceed issued by the Owner and as set forth in the plans, specifications, and proposal. All Work shall be completed in all events on or before the date set forth in the Summary of the Work.

16.3 It is agreed that time is of the essence; and as a result, unless prevented by strikes, accidents or other cause beyond the Contractor's control, the Contractor shall deliver the materials and perform the services, as provided herein within the limits specified below. Failure of the Contractor to perform in the time specified below shall be deemed sufficient reason for default of the contract or forfeiture of the performance bond, or both.

<u>Phase 1-A:</u>	<u>Nassau Street Storm/Resurfacing</u>
	<u>90 Calendar Days from Notice to Proceed</u>
<u>Phase 1-B:</u>	<u>Nassau Street</u>
	<u>90 Calendar Days from Notice to Proceed</u>
<u>Phase 2-A:</u>	<u>Pope Ave/Lagoon Rd Intersection</u>
	<u>150 Calendar Days from Notice to Proceed</u>
<u>Phase 2-B:</u>	<u>Lagoon Road Extension</u>
	<u>90 Calendar Days from Notice to Proceed</u>
<u>Phase 3-A:</u>	<u>Tanglewood Pathway</u>
	<u>90 Calendar Days from Notice to Proceed</u>
<u>Phase 3-B:</u>	<u>South Forest Beach Pathway</u>
	<u>70 Calendar Days from Notice to Proceed</u>
<u>Phase 4:</u>	<u>Coligny Park</u>
	<u>425 Calendar Days from Notice to Proceed</u>

16.4 Since actual damages for any delay in the completion of the Work which the Contractor is required to perform under this contract are or will be difficult to determine, the Contractor and his sureties shall be liable for and shall pay to the Owner the sum listed below as fixed and agreed as liquidated damages, and not as a penalty, for each calendar day of delay from the date stipulated for completion, or as modified in accordance with the terms of this Agreement until such Work is satisfactorily completed and accepted.

<u>Phase 1-A:</u>	<u>Nassau Street Storm/Resurfacing</u>
	<u>\$2,500.00 per day</u>
<u>Phase 1-B:</u>	<u>Nassau Street</u>
	<u>\$2,500.00 per day</u>
<u>Phase 2-A:</u>	<u>Pope Ave/Lagoon Rd Intersection</u>
	<u>\$2,500.00 per day</u>
<u>Phase 2-B:</u>	<u>Lagoon Road Extension</u>
	<u>\$1,000.00 per day</u>
<u>Phase 3-A:</u>	<u>Tanglewood Pathway</u>
	<u>\$1,000.00 per day</u>

Phase 3-B: South Forest Beach Pathway
\$1,000.00 per day

Phase 4: Coligny Park
\$2,500.00 per day

Said liquidated damages may be deducted from any payments owed to the Contractor by the Owner or collected from the sureties whichever is deemed expedient by the Owner.

16.5 Work shall begin within 10 days after Notice to Proceed is issued. A penalty of \$1,000.00 per day will be assessed for each day that work has not started beyond the required start date.

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:28:31 on 07/15/2016 under Order No. 5176321519_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ – 2007, General Conditions of the Contract for Construction, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

EXHIBIT C

SPECIAL CONDITIONS

COLIGNY REDEVELOPMENT PROJECT
RFP 2016-0009



The Town of Hilton Head Island
Beaufort County, South Carolina

COLIGNY REDEVELOPMENT PROJECT

EXHIBIT C

SPECIAL CONDITIONS

If there are any conflicts between these Special Conditions and the project General Conditions, the project Special Conditions shall prevail.

SC-1. PROFIT AND OVERHEAD:
DESCRIPTION

Profit and Overhead shall be the combination of the two distinct components.

Profit shall be considered as the net profit, or total compensation to the Contractor remaining from the contract amount, once all project costs, including company overhead, have been paid. These costs may include materials, personnel wages, rentals, sub-contractors, and overhead, et al. There shall no inference that any "profit" is guaranteed, but rather this is simply part of a pay item that may be included in the fee proposal and invoiced against on monthly pay applications.

Overhead shall be the non-project, soft costs necessary to run the business and may include the following:

- General and administrative expenses
- Office Space - rent, mortgage, lease and utilities
- Vehicles
- Auto Insurance and Umbrella Insurance
- Phones
- Office Supplies
- Copying and Reproduction
- Safety Apparel
- Salaries and Benefits for Management and Office personnel
- Benefits for Field personnel
- Depreciation on equipment (office and construction)
- Licenses
- Banking and Accounting
- Legal and Professional
- Marketing and Advertising
- Interest on Loans
- Insurance

1. MEASUREMENT AND PAYMENT

A. This project contains five individual billing accounts corresponding with the five phases of the project. The Profit and Overhead fee shall be proposed as a single line item for the entire project. This amount will then be divided proportionately amongst the five individual project accounts, based on the total fee for the individual phase or account, divided by the total fee of the entire project. These proportional amounts of the Profit and Overhead will be assigned and included as a lump sum line item in the contract unit cost fee schedule for each of the five accounts. The Profit and Overhead shall be invoiced on monthly payment applications for each billing account as a percentage of the amount being invoiced. That percentage shall be the total Profit and Overhead fee divided by the total project fee.

B. Unit Cost line items shall not include Overhead and Profit, but shall include all other ancillary cost necessary to complete the work.

COLIGNY REDEVELOPMENT PROJECT

2. SUB-CONTRACTORS

A. The Profit and Overhead of sub-contractors is not to be included in this item. Their profit and overhead shall be included in the unit cost of the pay items they are sub-contracted to perform.

SC-2. BONDS:

The Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder. Bonds may be obtained through the Contractor's usual source and the cost thereof shall be included in the Contract Sum. The amount of each bond shall be equal to 100% of the Contract Sum.

The Contractor shall furnish bonds to the Architect not later than 3 days following the date the Agreement is entered into, or if the work is to be commenced prior thereto in response to a Letter of Intent, the Contractor shall, prior to the commencement of the Work, submit evidence satisfactory to the Architect that such bonds will be furnished.

The Contractor shall require that an attorney-in-fact who executes the required bonds on behalf of the Surety to affix thereto a certified and current copy of the power of attorney.

Bonds shall be executed on AIA Doc A312, Performance Bond and AIA Doc A312, Materials Payment Bond, with amount shown on each part of bond equal to 100% of the total amount, payable by terms of the Contract. Surety shall be a company licensed to do business in the State where the project is located and shall be acceptable to the Owner.

Bonds shall be dated the same as, or subsequent to, the Contract and shall be accompanied by a current Power of Attorney. Bond shall be furnished in sufficient number of copies so that one copy can be bound with each copy of the Agreement.

SC-3. RECORD DATA AND DRAWINGS, INCLUDING AS-BUILT SURVEY:

The Contractor shall at all times during construction of the project, keep accurate, legible records of the locations, types, sizes, and elevations of the dock and pier components and other related work performed under this project. The Contractor shall prepare a set of "record" drawings from the data stated above. The horizontal locations of all portions of items installed on this project shall be accurately tied down to features that are physical and visible, such as property corner markers and/or permanent type structures. The actual elevations of the finished elevations of installed work shall be clearly indicated on the "record" drawings at the intervals specified on the construction drawings. These "record" drawings shall be kept clean and dry and maintained in a current state with the progress of the work. If at any time, a copy of this plan or portion of it is requested by the Owner, such copy shall be made available within 24 hours after the request is made.

Before final acceptance of the completed installation and before final payment by the Owner, the Contractor shall deliver to the Owner, a completed set of record drawings accurately depicting the data described above. This deliverable shall be a hard copy set of plans including clear and legible record data. Where applicable, design elevations shall be struck through and the actual as-built elevation shall be shown above or below the design elevation and underlined.

An As-Built Survey Plat must be prepared and certified by a South Carolina professional land surveyor that accurately identifies and depicts the horizontal location of all property corners, easements, and the horizontal and vertical locations of all on-site improvements. This shall include, all new impervious areas (roadways, pathways, sidewalks, parking facilities, paved areas, and buildings,), utilities, storm drainage structures, pipes, channels, and detention/retention areas. The diameter and type of material shall be clearly labeled on all new storm drainage pipes. All storm drainage structures, grate/rim and invert elevations shall be shown, along with finish grades on pavements and curbing as per the design plans. Design elevations shall be struck through and the

COLIGNY REDEVELOPMENT PROJECT

actual as-built elevations shall be underlined and shown directly above or below the design elevation. The plat shall be clearly labeled and based upon the following datums NAD 83 and NAVD 88. The as-built survey shall confirm that all new facilities are within their intended easements. The As-Built Survey shall be delivered to the Town in the form of two (2) sets of hard copy, sealed prints at a legible scale, and the digital file in AutoCAD 2010 format or newer.

SC-4. MAST-ARM TRAFFIC SIGNAL INSTALLATION:

The Owner shall provide the mast signal supports, pedestrian signal poles, oval street name signs, and custom pedestrian push button signs.

This lump sum unit cost item is for the installation of the mast-arm traffic signal and pedestrian signals for the Lagoon Road and Pope Avenue Intersection (Project D). The SCDOT 2007 Standard Specifications for this item and individual quantities are listed below:

SCDOT SPEC	DESCRIPTION	QUANTITY	UNIT
6888180	Install Double-Arm Mast-Arm Pole	2	ea
6888190	Install Pedestrian Pole	4	ea
6865710	Provide 5-Section Signal Heads	2	ea
6865731	Provide 3-Section Signal Heads	8	ea
6888305	Install Mast-Arm Mounted Signal Heads	10	ea
6887940X	Construct Concrete Foundation - Double-Arm Mast-Arm	2	ea
6887940Z	Construct Concrete Foundation - Pedestrian Pole	4	ea
6865783	Provide 1-Section Pedestrian Signal Heads	8	ea
6888320	Install Pedestrian Signal Heads	8	ea
6865842	Provide/Install Ped Signal Mounting Hardware - Dual Heads - Top of Pole	4	ea
6865791	Provide 2" Pedestrian Pushbuttons	8	ea
6888325	Install 2" Pedestrian Buttons and Accompanying Signs	8	ea
6510105	Provide Flat Sheet Type III Fixed Size/Message Sign	20	sf
6888132	Install Flat Sheet Type III Fixed Size/Message Sign	6	ea
6513020	Provide/Install Mounting Assembly for Overhead Signs	4	ea
675027S	2.0" Schedule 80 PVC Conduit - Directionally Bored	558	lf
675027G	4.0" Schedule 80 PVC Conduit - Trenched	33	lf
6750278	2.0" Schedule 80 PVC Conduit - Trenched	318	lf
6770388	#14 Copper Wire -4 Conductor Black	1405	lf
6770389	#14 Copper Wire -4 Conductor Gray	681	lf
6770393	#14 Copper Wire - 8 Conductor Black	1279	lf
6770394	#14 Copper Wire - 8-Conductor Gray	470	lf
6770413	#14 Copper Wire - 1-Conductor Gray Detector Loop Wire	3934	lf
6780495	Asphalt Sawcut for Loop Detector Installation	1065	lf
6789496	Loop Sealant	7	gal
6800499	Construct/Assemble New Ground Mounted Power Service	1	ea
6800518	Provide/Install 13" x 24" x 18" Junction Boxes	10	ea
6800570	Provide/Install 24" x 24" x 36" Junction Box	1	ea
6845511	Provide/Install 332 Signal Cabinet w/ Controller and Concrete Foundation	1	ea

COLIGNY REDEVELOPMENT PROJECT

SC-5. DESCRIPTION OF THE WORK:

The work to be performed under this contract includes construction of a central park with a lawn for special events, a destination playground, shelters & restrooms, an interactive fountain, a band-shell, pedestrian plazas, sidewalks and leisure trails, a children's museum (shell only), re-shaping/expansion of an existing pond, surface parking, on-street parking, roadway improvements, utilities, lighting, landscaping, signage including interpretive signs, and site furnishings including adult fitness equipment on Hilton Head Island, SC.

SC-6. GENERAL PROVISIONS:

The Offeror shall show satisfactory evidence of experience and qualifications, if requested by the Town.

SC-7. DEFINITIONS:

A substantial amount of specification language constitutes definitions for terms found in other Contract Documents, including Plans (also may be referred to as drawings) which must be recognized as diagrammatic in nature and not completely descriptive of requirements indicated thereon. Certain terms used in Contract Documents are defined generally in this section. Definitions in this section are general for the work to the extent not stated more explicitly in another section of Contract Documents.

Whenever the word, "Architect or Engineer" appears in these specifications and in the Plans, add the words "or Owner's Representative."

Where not otherwise explained, terms such as: "directed", "requested", "authorized", "selected", "approved", "required", "accepted", and "permitted" shall mean "directed by Architect/Engineer/Owner, etc." However, no such implied meaning will be interpreted to extend Architect's/Engineer's/Owner's responsibility into Contractor's area of construction supervision.

Where used in conjunction with Architect's/Engineer's/Owner's response to submittals, requests, applications, inquiries, reports, and claims by Contractor, the meaning of term "approved" will be held to limitations of Architect's/Engineer's/Owner's responsibilities and duties as specified in General and Special Conditions. In no case will "approval" by Architect/Engineer/Owner be interpreted as a release of Contractor from responsibilities to fulfill requirements of Contract Documents.

The term "install" is used to describe operations at project site, including unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations, as applicable in each instance.

The term "provide" means furnish and install, complete and ready for intended use, as applicable in each instance.

The term "installer" is used to describe the entity (person or firm) engaged by Contractor or its subcontractor for performance of a particular unit of work at the project site, including installation, erection, application, and similar required operations. It is a general requirement that such Installers be experienced in operations they are engaged to perform.

SC-8. INDUSTRY STANDARDS

General Applicability of Standards: Applicable standards of construction industry have the same force and effect (and are made a part of Contract Documents by reference) as if copied directly into Contract Documents, or as if published copies were bound herewith.

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Reference Standards (referenced directly in Contract Documents or by governing regulations) have precedence over non-referenced standards which are recognized in industry for applicability to work.

Non-referenced Standards recognized in the construction industry are hereby defined, except as otherwise limited in Contract Documents, to have direct applicability to the work, and will be so enforced for performance of the work.

The following abbreviations may be used throughout these specifications.

AASHTO	American Association of State Highway and Transportation Officials.
ANSI	American National Standards Institute
ASTM	American Society for Testing and Materials
FS	Federal Specification (General Service Administration)
SCDOT	South Carolina Department of Transportation

SC-9. CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE:

The Contractor shall not commence work under this agreement until he has obtained all the insurance required under Exhibit B General Conditions and such insurance has been approved by the Town, nor shall the Contract allow any Subcontractor to commence work on his subcontract until the insurance required of the Subcontractor has been so obtained and accepted.

SC-10 COMMENCEMENT AND COMPLETION OF WORK:

The Contractor shall commence work within 10 days after Notice to Proceed is issued. He shall complete his work within the time frames identified below for each phase.

Any and all extensions of time shall be in accordance with the terms and conditions of Exhibit B General Conditions except as otherwise hereinafter provided. The Contractor agrees that time is of the essence in this Agreement.

Phase 1 – Nassau Street and lagoon re-shaping:

180 Calendar Days from Notice to Proceed

Phase 1A – Nassau Street from Deallyon Ave to

Phase 1A can be constructed concurrent only with Phase 3A

2nd West Access to Circle Center, Lagoon Re-shaping

Phase 1B – Nassau Street from Phase1A to Pope Ave

Phase 2B can be constructed concurrent with Phase 2A, 3A, and 4, but must be constructed sequential of Phase 1A

Phase 2 – Pope Ave & Lagoon Rd Intersection and Lagoon Rd Extension

Phase 2A – Pope Ave & Lagoon Rd Intersection

180 Calendar Days from Notice to Proceed

Phase 2A can be constructed concurrent with Phase 1B, 3A, & 4, but must be constructed sequential of Phase 1A

Phase 2B – Lagoon Rd Extension

240 Calendar Days from Notice to Proceed

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Phase 2B can be constructed concurrent with Phase 1B, 2A, 3A, 3B, & 4, but must be constructed sequential of Phase 1A

Phase 3 - South Forest Beach Dr Path, Tanglewood Path, South Forest Beach Intersection

240 Calendar Days from Notice to Proceed

Phase 3A – South Forest Beach Path

Phase 3A can be constructed concurrent with Phase 1A, 1B, 2B, 3B, & 4

Phase 3B – South Forest Beach Intersection

Phase 3B can be constructed concurrent with Phase 1B, 2B, 3A, & 3B, but must be constructed sequential of Phase 1A and Phase 2A

Phase 4 - Coligny Park

425 Calendar Days from Notice to Proceed

Phase 4 can be constructed concurrent with Phase 1A, 1B, 2A, 2B, 3A, & 3B

If the Contractor fails to prosecute the work with such diligence as will insure the completion of each portion of the work within the time shown on the above schedule, plus any extensions made in accordance with Article 7 of the General Conditions; and, if the Owner does not exercise his reservations as set forth in Article 13, the Contractor shall continue the work in which event the actual damages for the delay will be impossible to determine. In lieu thereof, liquidated damages in the amounts identified in Exhibit B General Conditions per each day of delay of the work after each phase until the work is completed.

The Contractor shall not be liable for any excess costs, if the failure to perform the contract arises out of causes beyond the control and without the fault of negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule. Unless weather delays are specifically allowed in this Agreement, they are not cause for excusable delays.

SC-11.

DRAWINGS:

The work shall conform to the following Plans, all of which form a part of, and are included in, these specifications and are available at the Town of Hilton Head Island, 1 Town Center Court, Hilton Head Island, SC 29928.

SC-12.

OBSERVATIONS AND TESTING:

Before acceptance of the whole or any part of the work, it shall be subjected to observation and tests to determine that it is in accordance with the plans and specifications. The Contractor will be required to maintain all work in a first class condition for a 30-day operating period after the same has been completed as a whole and the Owner has notified the Contractor in writing that the work has been finished to his satisfaction. The Contractor shall pay for all testing. He shall engage a mutually acceptable laboratory or qualified individual to conduct the tests in accordance with these

COLIGNY REDEVELOPMENT PROJECT

specifications. No portion of the work will be accepted until tests prove it has been satisfactorily completed. The Contractor shall give the Architect/Engineer/Owner's Representative a minimum of 48 hours notice for all required observations or tests.

SC-13. SAFETY AND HEALTH REGULATIONS:

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

SC-14. CONTRACTOR'S STATUS:

It is agreed that the Contractor shall occupy the status of an Independent Contractor and the Contractor's employees are not employees of the Town.

The Contractor will be required to assume sole responsibility for the complete effort, as required by this Agreement. The Town will consider the Contractor to be the sole point of contact with regard to contractual matters.

SC-15. RESIDENT PROJECT ENGINEER:

The Town reserves the right to furnish a Resident Project Engineer as deemed necessary to insure the Project quality control and conform to Plans and Specifications, who will act as the Owner's Representative on the Project and will have the authority of the Engineer as set forth in the Contract Documents.

SC-16. BARRICADES, DANGER AND WARNING SIGNS:

All traffic control devices shall be in accordance with the Traffic Control plan as provided and the latest edition of the "Manual on Uniform Traffic Control Devices". The Contractor shall install and maintain barricades, suitable and sufficient lights, danger signals, signs, and other traffic control devices and shall take all necessary precautions for the protection of the work and safety of the public. Lanes closed to traffic shall be protected by effective barricades, lighted during hours of darkness. Suitable warning signs shall be provided to control, direct traffic and warn pedestrians. Upon completion, all barricades, signs and the like shall be removed.

SC-17. TOOLS, PLANT AND EQUIPMENT:

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

SC-18. ACCIDENTS:

The Contractor shall provide, at the site, such equipment and medical facilities as are necessary to supply first-aid service to anyone who may be injured in connection with the work. The Contractor must report in writing to the Architect/Engineer/Owner's Representative all accidents whatsoever arising out of, or in connection with, the performance of the work, whether on or adjacent to the site, which causes death, personal injury or property damages, giving full details and statement of

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witnesses. In addition, if death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to both the Contractor and any subcontractor on account of any accident, the Contractor shall promptly report the facts to the Engineer Architect/Engineer/Owner's Representative, giving full details in writing of the claim. The Contractor shall advise his superintendent and foreman, who are on the site of the work, the name of hospital and phone number and the name and phone number of the doctor he proposes to use in case of an accident.

SC-19. SANITARY PROVISIONS:

The Contractor shall provide temporary sanitary facilities for the use of the workmen during the progress of the work. The sanitary facilities shall conform to the requirements of the South Carolina Department of Health & Environmental Control. All facilities shall be removed at the completion of the contract.

SC-20. MODIFICATION AND DELETION OF WORK:

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

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

The Town reserves the right to delete quantities and portions of the work shown on the plans.

SC-21. RESPONSIBILITY REGARDING EXISTING UTILITIES AND STRUCTURES:

The Contractor shall contact "Palmetto Utility Protection Service at 1-888-721-7877, at least 72 hours prior to beginning excavation. The existence and location of underground utilities will be investigated and verified in the field by the Contractor before starting work. The location of all known interferences based on the best information available has been shown on the drawings, but this information may not be complete. Excavation in the vicinity of existing structures and utilities shall be carefully done by hand. The Contractor shall be held responsible for any damage to and for maintenance and protection of existing utilities and structures. The Contractor is responsible for coordinating with the utility companies for locations, any relocation, adjustment or replacement of utility facilities.

SC-22. INTERRUPTION OF UTILITY SERVICE:

The Contractor's operations shall be so conducted as to interfere as little as possible with utility services. Any proposed interruption by the Contractor must be accepted in advance by the Architect/Engineer/Owner's Representative.

SC-23. OMISSION:

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

SC-24. MEASUREMENT AND PAYMENT:

Measurement and payment shall be made for the units and at the lump sum contract prices shown on the Fee Proposals, Exhibits A-1 through A-5. Direct payment shall only be made for those items or

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work specifically listed in the proposal and the cost of any other work must be included in the contract price for the applicable items to which it relates.

SC-25. PLANS AND SPECIFICATIONS:

Any corrections of errors or omissions in plans and specifications may be made by the Owner when such correction is necessary for the proper fulfillment of their intention as construed by him. Where said correction of errors or omissions, except as provided in the next two paragraphs below, adds to the amount of work to be done by the Contractor, compensation for said additional work shall be made under the item for Extra Work except where the additional work may be classed under some item or work for which a unit price is included in the proposal.

The fact that specific mention of a fixture, or of any part of the work, is omitted in the specifications, whether intentionally or otherwise, when the same is clearly shown or indicated on the plans, or is usually and customarily required to complete fully such work as is specified herein, will not entitle the Contractor to consideration in the matter of any claim for extra compensation, but the said fixture or work, must be installed as if called for by on the drawings and specifications.

When a requirement is made by the documents that is not possible to meet, such as the requirement for unavailable materials, prompt notice shall be submitted to the Owner for direction and no further action in the matter shall be taken by the Contractor until an approved modification of the requirements is made.

SC-26. CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS:

The Town intends to employ multiple contractors under separate Agreements to complete this project. Work by other contractors includes manufacturer and installation of playground equipment, installation of site security cameras, and installation of wi-fi equipment. The Town intends to purchase traffic signal equipment for installation by contractor. Refer to plans for details.

If such separate Contractor sues the Owner on account of any damage alleged to have been caused by the Contractor, the Owner shall notify the Contractor who shall defend such proceedings at the Contractor's expense.

SC-27. TIME:

Construction activity shall only occur from Monday through Saturday from 7:00 AM to 7:00 pm unless otherwise authorized by the Town. Lighting of the work site is prohibited except as may be specifically authorized in writing by the Town. No Holiday work or access to work site on Sundays will be permitted, unless otherwise authorized by the Town. Any work on Pope Avenue that requires a lane closure may occur from 7:00 am to 7:00 pm based on a variance granted by the SCDOT to allow daytime lane closures on Pope Avenue.

If the night work alternative is selected by the Town, work hours on Project D – Lagoon Pope Intersection will be from 7:00 pm to 7:00 am

SC-28. MISCELLANEOUS PROVISIONS:

Equal Opportunity - In the hiring of employees for the performance of work under this contract or any subcontract hereunder, no Contractor, subcontractor, not any person acting on behalf of such Contractor or subcontractor, shall by reason or race, creed, or color discriminate against any citizen who is qualified and available to perform the work to which the employment relates.

No Contractor, nor any person on his behalf, shall, in any manner, discriminate against or intimidate any employees hired for the performance of work under this contract on account of race, creed, or color.

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SC-29.

PROJECT COORDINATION:

Administration and Supervision - Coordinate various elements of the work and entities engaged to perform work; and coordinate the work with existing facilities/conditions, and with work by separate Contractors and by Owner.

Survey/Recording - Working from established lines and levels at or near project site, establish and maintain dependable markers for lines and levels of the work construction. Calculate dimensions and measure for layout of work; do not scale the drawings. Maintain surveyor's log of layout work. Record deviations (if any) from drawing information on existing conditions, and review with Engineer at time of discovery. Provide copy of survey log and as-built drawings to Owner at contract completion.

Require Installer of each major unit of work to inspect substrate and conditions for installation, and to report (in writing) unsatisfactory conditions. Correct unsatisfactory conditions before proceeding. Inspect each product immediately before installation. Do not install damaged or defective products, materials or equipment.

Preparation for installation - Contractor shall perform complete construction staking. Contact all utilities and have all buried cable flagged prior to construction. Notify Owner of any underground obstructions that significantly effect work.

Prior to starting installation of the work, the Contractor shall hold a pre-installation conference, attended by Owner's representative, representatives of Contractors where coordination is required, to approve all aspects of work. Also, review significant aspects of requirements for the work. Record discussion and distribute a plan of action.

Installation - Comply with manufacturer's instructions and recommendations to extent printed information if more detailed or stringent than requirements contained directly in contract documents.

Timing - Install work during time and under conditions which will ensure best possible result, coordinated with required inspection and testing.

Anchor work securely in place, properly located by measured line and level, organized for best possible uniformity, visual effect, operational efficiency, durability, and similar benefit to Owner's use.

Mount individual units of work at proper grades, if not otherwise indicated: Refer uncertainties to Owner before proceeding.

Clearing and protection - General - Clean each element of work at time of installation. Provide sufficient maintenance and protection during construction to ensure freedom from damage and deterioration at time of substantial completion.

SC-30.

QUALITY CONTROL:

Quality Assurance: Required inspection and testing services are intended to assist in determination of compliance of the work with requirements, but do not relieve Contractor of responsibility for those compliances, or for general fulfillment of requirements of Contract Documents. Specified inspections and tests are not intended to limit Contractor's quality control program.

Qualification of Testing Agencies: The testing laboratory will be qualified to the Owner's approval in accordance with requirements specified in applicable sections.

Contractor's Quality Control: Contractor shall maintain qualified, experienced superintendent on site, who in the Contractor's absence shall be his representative. Directions given to superintendent

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shall be as given to Contractor. Written verification will follow as necessary. Superintendent shall conduct ongoing inspections to insure contract requirements are being met.

Require installer of each major unit of work to inspect substrate to receive work, and conditions under which work will be performed and to report (in writing to Contractor) unsatisfactory conditions. Do not proceed with the work until unsatisfactory conditions have been corrected in a manner acceptable to installer.

Discrepancies between dimensions on Drawings, the Specifications, and the existing conditions shall be referred to the Owner for adjustment before affected work is started.

Before ordering material or doing work which is dependent for proper size of installation upon coordination with site conditions, the Contractor shall verify dimensions by taking measurements at the site, and shall be responsible for the correctness of the measurements. No consideration will be given to any claim based on differences between the actual dimensions and those indicated on the Drawings.

Where installation includes manufactured products, comply with manufacturer's applicable instructions and recommendations for installation.

The Contractor shall perform the following tasks prior to installation:

Check to ensure that materials and products have been approved.

Check to ensure testing provisions have been made for required control testing.

Physically examine materials to ensure compliance with Drawings and Specifications.

Inspect each item of materials or equipment immediately prior to installation, and reject damaged and defective items.

Contractor shall verify that items fabricated off-site meet with specifications.

Project Conditions: Install work during conditions of temperature, humidity, exposure, forecasted weather, and status of project completion which will ensure best possible results for each unit of work, in coordination with entire work. Isolate each unit of work from non-compatible work, as required to prevent damage or deterioration.

Coordinate enclosure (covering) of work with required inspections and tests, so as to minimize necessity of uncovering work for that purpose.

Installation: Provide attachment and connection devices and methods for securing work properly as it is installed; true to line and level, and within recognized industry tolerances if not otherwise indicated. Allow for expansions and movements. Provide uniform joint widths in exposed work, organized for best possible visual effect. Refer questionable visual-effect choices to Owner for final decision prior to continuing work.

Where mounting heights are not indicated, mount individual units of work at industry-recognized standard mounting heights for applications indicated. Refer questionable mounting height choices to Owner for final decision.

Field Quality Control: Representative of the testing laboratory shall have access to the work at all times. Provide facilities for such access in order that the laboratory may properly perform its function.

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Specimens and samples for testing, unless otherwise provided in the Contract Documents, will be taken by the testing personnel. Sampling equipment and personnel will be provided by the testing laboratory. Deliveries of specimens and samples to the testing laboratory will be performed by the testing laboratory.

SC-31. QUALITY ASSURANCE:

In addition to the standards described in this Section, comply with pertinent requirements of governmental agencies having jurisdiction.

Complete installation of temporary lighting and electrical work shall be in accordance with National Electrical Code.

ANSI Standards: Comply with applicable provisions of ANSI A10 Series standards on construction safety.

Obtain and pay for required inspections, permits, and fees for temporary utilities. Provide notices required by governmental authorities. File drawings necessary to obtain permits.

SC-32. PROJECT CONDITIONS:

Make required connections to existing utility systems with minimum disruption to services in the existing utility systems. When disruption of the existing service is required, do not proceed without the utility company's approval and, when required, provide alternate temporary service.

SC-33. TEMPORARY UTILITIES:

Temporary connections to existing permanent service lines shall be made at locations as directed by the Owner and local authorities having jurisdiction.

Install, operate, maintain, and protect temporary facilities in a manner and at locations which will be safe, non-hazardous, sanitary, and protective of persons and property, and free of harmful effects.

If Contractor fails to correctly install temporary services, he shall be held responsible for resultant damages.

Where a service of a type other than those described below is required, the Contractor shall provide the service and necessary equipment at his own expense.

Terminate use and remove facilities at earliest reasonable time, when no longer needed or when permanent facilities have, with authorized use, replaced the need. no temporary systems shall form a part of the permanent systems. Remove temporary facilities, including connections and debris, resulting from temporary installation.

Restore to original condition permanent service lines, grounds, and buildings disturbed or damaged by the installation and removal of temporary service lines.

SC-34. LIGHTING AND ELECTRICAL SERVICE:

Provide necessary temporary electrical service as required to meet project electrical requirements at the job site until final acceptance.

Extend temporary service from existing public utility service. Provide meter and extend service with panel (including disconnect) to site location indicated on Drawings.

Provide adequate capacity to power construction tools and equipment required to complete the Project.

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Cost of electricity shall be paid by the Contractor.

Provide and pay for portable electric generators to meet temporary electrical needs during construction operations.

Extension of service from temporary panel shall be the responsibility of each trade requiring service.

SC-35. **WATER:**

Water for construction purposes may be obtained from SOUTH ISLAND PUBLIC SERVICE DISTRICT present facilities; with their permission. Contractor shall be responsible for extending lines from source, for making connections, and paying tap fees if required.

SC-36. **FIRE PROTECTION:**

Keep flammable material at an absolute minimum and ensure that such material is properly handled and stored.

Open fires shall not be built or open salamanders used unless constantly manned with extinguishing equipment until final extinguishing.

SC-37. **PROTECTION OF WORK AND PROPERTY:**

Maintain adequate protection of work from damage and protect Owner's property from injury or loss arising in connection with this Contract. Contractor shall be responsible for making required repairs.

Locate, protect, and maintain bench marks, monuments, control points and project engineering reference points. Re-establish disturbed or destroyed items at Contractor's expense.

Furnish, erect, and maintain lights, signs, fences, enclosures, barricades, guards, railings, trench covers, and other means required by law or deemed appropriate to protect work and persons.

SC-38. **DISPOSAL OF WASTE MATERIALS:**

Remove waste materials from Owner's property and dispose of off site. No burning of material shall be allowed on site.

Do not discharge volatile or other harmful or dangerous materials into drainage systems, surface waters or wetlands.

SC-39. **DUST CONTROL:**

Control dust caused by the work. Dampen surfaces as required. Comply with pollution control regulations of governing authorities.

SC-40. **EROSION AND SEDIMENTATION CONTROL:**

Contractor shall be responsible for soil erosion and sedimentation originating from project site and shall take precautions to prevent potential erosion and sedimentation.

Erosion and sedimentation control shall comply with local codes and regulations.

Protective measures shall be in effect until completion of work.

Areas of bare soil left uncovered longer than 2 weeks shall receive temporary seeding, pinestraw, mulch, or other means of erosion control approved by Owner.

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Final seeding shall be done as soon as feasibly possible.

Acceptable erosion control measures shall be used where sediment is evidenced leaving the site.

Contractor shall clean streets, pipes, storm sewers, and private property of sediment originating from site daily.

SC-41. SURFACE WATER CONTROL:

Excavations shall be kept free of water. Presence of ground water shall not increase contract price.

Adjoining properties shall be kept free of surface water runoff originating from construction site during construction period.

SC-42. PROJECT IDENTIFICATION AND SIGNS:

Signs of advertisements shall not be displayed without Owner's approval and approval of local governing agencies.

Project sign shall be provided by Owner.

SC-43. MATERIALS AND EQUIPMENT:

Quality Assurance: In procuring items in this work, it is the Contractor's responsibility to verify the detailed requirements of the specifically named codes and standards and to verify that the items procured for use in this Work meet or exceed the specification requirements.

The Owner reserves the right to reject items incorporated into the work which fail to meet the specified minimum requirements. The Owner further reserves the right, and without prejudice to other recourse the Owner may take, to accept non-complying items subject to an adjustment in the Contract Amount as approved by the Owner.

It is also the Contractor's responsibility, when so required by the Contract Documents to deliver to the Owner all required proof that the materials and/or workmanship meet or exceed the requirements of the specifically named code or standard. Such proof shall be in the form requested in writing by the Owner.

Certificates of Compliance: Show on each certification the name and location of the work, name and address of Contractor, quantity and date or dates of shipment or delivery to which the certificate applies, and name of the manufacturing or fabricating company. Certification shall be in the form of letter or company-standard forms containing required data.

In addition to the above information, laboratory test reports submitted with Certificate of Compliance shall show the date or dates of testing, the specified requirements for which testing was performed, and results of the test.

Delivery, Storage and Handling: Deliver, store and handle products in accordance with manufacturer's recommendations and by methods and means which will prevent damage, deterioration, and loss including theft.

Control delivery schedules to minimize long-term storage of products at site and overcrowding of construction spaces. In particular, provide delivery/installation coordination to ensure minimum holding or storage times for products recognized to be flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other sources of loss.

Materials storage area will be designated on drawings or be selected by Owner.

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SC-44. PROJECT MEETINGS:

Description: To enable orderly review during progress of the work, and to provide for systematic discussion of problems, the Owner may conduct project meetings throughout the construction period.

The Contractor's relations with his subcontractors and materials suppliers, and discussions relative thereto, are the Contractor's responsibility.

Submittals: To the maximum extent practical, advise the Owner at least two (2) days in advance of project meetings regarding all items to be added to the agenda.

Meetings: Except as noted below for Pre-construction Meeting, project meetings will be scheduled at times mutually agreed upon by Owner, and Contractor.

To the maximum extent practicable, meetings will be held at the job site.

Persons designated by the Contractor to attend and participate in the project meetings shall have all required authority to commit the Contractor to solutions agreed upon in the project meetings. The Owner will prepare scheduling and agenda and will oversee the meetings.

Pre-Construction Meeting: Pre-construction meeting will be scheduled within 10 days after the Owner has issued Notice to Proceed. Provide attendance by authorized representatives of the Contractor and all major subcontractors. The Owner shall advise other interested parties and request their attendance.

Meeting Agenda: Distribute data on and discuss the following:

Organization of Contractor's subs and personnel, and those of materials suppliers, and Engineer.

Channels and procedures for communications.

Construction schedule, including sequence of critical work.

Contract Documents, including distribution of required copies of original documents and revisions.

Compliance with plans and specifications.

Any interpretations, conflicts or omissions in plans and specifications requested by Contractor.

Processing of Shop Drawings and other data submitted to the Owner.

Processing of field decisions and Change Orders.

Payment procedures.

Utility Coordination

Construction Limits / Priv. Prop.

Rules and regulations governing performance of the Work.

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Procedures for safety and first aid, security, quality control, housekeeping, and other related matters.

Responsibility for locating existing utilities and for damage to existing utilities. Time schedule for relocation of utilities, if required.

Traffic control.

Substitutions of materials or methods.

Progress Meeting: The Owner shall require each entity then involved in planning, coordination or performance work to be properly represented at each meeting. Review each entity's present sequences, deliveries, access, site utilization, temporary facilities and services, hours of work, hazards and risks, housekeeping, and change orders.

Agenda to include, but not limited to:

Review minutes and directives of previous meeting.

Review progress of work since last meeting, including status of submittals for approval.

Identify problems in critical path.

Develop corrective measures and procedures to regain critical path.

Review quantities of work completed and materials stored for payment requests.

Review Traffic Control.

SC-45. FIELD ENGINEERING:

Calculate and measure required dimensions as shown (within recognized tolerances if not otherwise indicated).

Do not scale drawings to determine critical dimensions.

Advise subcontractors performing the work, of marked lines and levels provided for their use in layout of work.

Surveys and Records/Reports: Work from lines and levels established by property survey, and as shown in relation to the work, establish and maintain bench marks and other dependable markers to set lines and levels for the work and elsewhere on site as needed to properly locate each element of entire project.

Survey Procedures: Verify construction staking from information shown on Drawings in relation to survey, existing bench marks, and fasteners before proceeding with actual work. As work proceeds, check major location of critical dimensions. Replace all staking damaged or removed during construction process prior to installation.

SC-46. SOUTH CAROLINA LAW CLAUSE:

The person, partnership, association, or corporation with whom this Agreement is made must comply with local and State laws which require such person or entity to be authorized and/or licensed to do business in the Town. Notwithstanding the fact that applicable statutes may exempt or exclude the

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successful offeror from requirements that it be authorized and/or licensed to do business in the Town, by submission of this signed Agreement, the Contractor agrees to subject itself to the jurisdiction and process of the Fourteenth Judicial Circuit Court of Beaufort County, as to all matters and disputes arising or to arise under this Agreement and the performance thereof including any questions as to the liability for taxes, licenses or fees levied by State or local government.

SC-47. KICKBACKS:

It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under an Agreement with the Town to the prime Contractor or higher tier subcontractor, or any person associated therewith, as an inducement for the award of a subcontractor order.

SC-48. GRATUITIES:

It shall be unethical for any person to offer, or give, or agree to give any Town employee or former Town employee, or for any Town employee or former Town employee to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement, or an Agreement, or to any solicitation or proposal therefore.

SC-49. NONRESIDENT TAXPAYERS:

If the Contractor is a South Carolina nonresident taxpayer and the Agreement amount is \$10,000 or more, the Contractor acknowledges and understands that in the event he is awarded an Agreement he shall submit a Nonresident Taxpayer Registration Affidavit (State form #1-312-6/94), before a contract can be signed. Affidavit must certify that the nonresident taxpayer is registered with the SC Department of Revenue or the SC Secretary of State's Office, in accordance with Section 12-9-310(A)(2)(3) of the SC Code of Laws (1976) as amended.

SC-50. OFFICIALS NOT TO BENEFIT:

No Town Council member or Commissioner of the Town, Town employee, or official shall be admitted to any share or parts of this Agreement or to any benefit that may arise therefrom. All offerors shall adhere to all provisions of the South Carolina Ethics Act.

SC-51. ELECTRONIC DATA:

In order to receive files in electronic format, all offerors must sign an Electronic Media Use Agreement.

Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.

When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the

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use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

SC-52. COMMENCEMENT OF CONTRACT TIMES/NOTICE TO PROCEED

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

SC-53. PRECONSTRUCTION CONFERENCE:

Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

SC-54. RESOLVING DISCREPANCIES:

Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

- a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or
- b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

SC-55. AVAILABILITY OF LANDS:

Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefore as provided in General Conditions.

Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

SC-56. HAZARDOUS ENVIRONMENTAL CONDITIONS AT SITE:

Reports and Drawings: The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.

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Limited Reliance by Contractor on Technical Data Authorized: Contractor may rely upon the accuracy of the “technical data” contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such “technical data” is identified in the Supplementary Conditions. Except for such reliance on such “technical data,” Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor’s purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
3. any Contractor interpretation of or conclusion drawn from any “technical data” or any such other data, interpretations, opinions or information.

Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in the General Conditions. Owner may have such deleted portion of the Work performed by Owner’s own forces or others in accordance with General Conditions.

EXHIBIT D

CONSTRUCTION PHASING

SCHEDULE

COLIGNY REDEVELOPMENT PROJECT
RFP 2016-0009



The Town of Hilton Head Island
Beaufort County, South Carolina

COLIGNY REDEVELOPMENT PROJECT - SCHEDULE PHASING

PROJECT	DURATION (C.D.)	EARLY START N.T.P.	LATE START N.T.P.	MUST ACHIEVE SUBST COMPLETION BY	FINAL COMPL BY	L.D. (\$/DAY)
PH 1-A Nassau Street Storm / Resurfacing	90	9-26-16	N/A	12-24-16	1-24-17	\$2,500
Phase limits from Deallyon Avenue to Sta. 10+25 (behind Kenny B's), including storm drainage trunk line to and incl pond, road re-surfacing, minor pathway work, including pond dewatering reshaping as necessary to install the 36" RCP and outlet structure.						
PH 1-B Nassau Street	90	9-26-16	12-10-16	3-10-17 <i>166 days from Day 1 90 days from late start</i>	4-10-17	\$2,500
Phase limits from Sta. 10+25 (behind Kenny B's) to Pope Avenue travel lane, including storm drainage, utility coordination/relocation, road re-construction, driveway and parking lot modifications Circle Center, on-street parking, curb and gutter, pavement markings, signage						
PH 2-A Pope Ave and Lagoon Rd Intersection	150	9-26-16	10-11-16	3-10-17 <i>166 days from Day 1 150 days from late start</i>	4-10-17	\$2,500
All work on Pope Avenue, all storm through outfall into pond, all work on Existing Lagoon Road, new signal at Lagoon Road, all road work on new Lagoon Road (Ext.) through and including drop-off roundabout and access to surface parking lot.						
PH 2-B Lagoon Road Extension	90	1-2-17	2-22-17	5-23-17 <i>240 days from Day 1 90 days from late start</i>	6-30-17	\$1,000
All work from drop-off roundabout to connect to Tanglewood.						
PH-3-A Tanglewood Pathway	90	1-2-17	2-22-17	5-23-17 <i>240 days from Day 1 90 days from late start</i>	6-30-17	\$1,000
Approx. 1300 LF of pathway reconstruction / widening						
PH-3-B - SFB Pathway	70	9-26-16	3-14-17	5-23-17 <i>170 days from Day 1 90 days from late start</i>	6-30-17	\$1,000
Approx. 950 LF of new pathway construction - modify DI, new X-walk at Tanglewood.						
PH 4 Coligny Park	425	9-26-16	N/A	11-24-17	12-24-17	\$2,500
Including EVERYTHING within the limits of the park (from back of curb inward).						

PH 1-A Nassau Street West Storm / Resurfacing

This phase includes all work from DeAllyon Avenue to Sta. 10+25, and the storm drainage trunk line to the pond outlet. The work includes traffic control, erosion and sediment control, storm drainage installation, utility coordination and conflict box, asphalt milling, road re-surfacing, minor pathway work, pavement markings, signage, landscaping/stabilization, including pond dewatering reshaping as necessary to install the 36" RCP and the pond outlet structure may be constructed in another phase, however this new system must be protected from sediments and deposition during construction.

PH 1-B Nassau Street Eastern Extension to Pope Avenue

This phase includes all work from Sta. 10+25 (behind Kenny B's) to Pope Avenue travel lane. The work includes traffic control, erosion and sediment control, tree removal, clearing and grubbing, storm drainage installation from Pope Avenue to the pond outfall, new 8" water main, fire hydrants, new 8" sanitary sewer lines, utility coordination/relocation, pavement removal, road re-construction, driveway and parking lot modifications at Circle Center, on-street parking, concrete curbing and gutters, concrete sidewalks connecting to Circle Center, on-street block paver parking spaces, HMA surface course, pavement markings, signage, and landscaping/stabilization. Utilities that extend outside of the phase limits shall be tied or capped at the nearest logical terminus (valve, manhole, cleanout, etc.) the driveway into the Children's Museum shall be completed up to and including the concrete ribbon curb where block pavers begin. The driveway to the bandshell/pavilion nearest Pope Avenue shall be completed to the point where the concrete curbing meets the sidewalk handicap ramps, or further as mutually agreed by the Town.

PH 2-A Pope Avenue and Lagoon Road Intersection

This phase includes all work along Pope Avenue (road, storm, pathways), all work on the eastern portion of Lagoon Road and the new Lagoon Road Extension to the west up to and including the roundabout to Sta. 4+00 and the 36" RCP outfalling to the pond on the Lagoon Road Extension Plans. The work includes traffic control, erosion and sediment control, tree removal, clearing and grubbing, storm drainage installation from Pope Avenue to the pond outfall, utility coordination/relocation, grading, HMA base and surface courses, pavement markings, coordination of a new traffic signal, new turn lanes on Pope Avenue, and signage. The asphalt portion of the roundabout shall be completed up to and including the flush header curb where the block pavers begin, facing the park. Substantial completion for this phase will consider asphalt base course if the contractor chooses to defer the surface course paving until later, near the parks completion, to allow park construction traffic to use this as access. The driveway to the bandshell/pavilion nearest Pope Avenue shall be completed to the point where the concrete curbing meets the sidewalk handicap ramps, or further as mutually agreed by the Town.

PH 2-B Lagoon Road Extension

This phase includes all work from the park entrance roundabout to Tanglewood Drive. The work includes traffic control, erosion and sediment control, tree removal, clearing and grubbing, storm drainage installation from Pope Avenue to the pond outfall, utility coordination/relocation, grading, filling in a portion of the pond, road construction, driveway and parking lot modifications at the Holiday Inn Express hotel property, on-street parking, concrete curbing and gutters, on-street block paver parking spaces, HMA base and surface courses, pavement markings, signage, and landscaping/stabilization. Substantial completion for

this phase may be extended by the Town to accommodate negotiations/settlements with the hotel.

PH-3-A Tanglewood Drive Pathway

This phase includes all work along the Tanglewood Drive pathway, from South Forest Beach Drive to Nassau Street.

The work includes traffic control, erosion and sediment control, tree removal, clearing and grubbing, storm drainage adjustments, utility coordination, grading, pathway construction, stone base, HMA surface course, pavement markings, signage, and landscaping/stabilization.

PH-3-B South Forest Beach Drive Pathway

This phase includes all work along the ocean side of South Forest Beach right of way; from the existing cross walk leading to the beach park to and including the cross walk to Tanglewood Drive pathway.

The work includes traffic control, erosion and sediment control, clearing and grubbing, storm drainage adjustments, utility coordination, grading, pathway construction, stone base, HMA surface course, pavement markings, signage, and landscaping/stabilization.

PH 4 Coligny Park - including Buildings and Playground

This phase includes all work within the park, including final shaping of the pond. The work includes erosion and sediment control, tree removal, clearing and grubbing, storm drainage, utility coordination/relocation, grading, reshaping the pond, retaining walls, driveway construction, block paver parking spaces, on-street parking, concrete curbing and gutters, on-street block paver parking spaces, HMA base and surface courses, pavement markings, signage, concrete walkways, playground equipment, interactive fountain, restrooms, a bandshell/pavilion, Children's Museum, signs, lighting, sodding, irrigation, and landscaping.

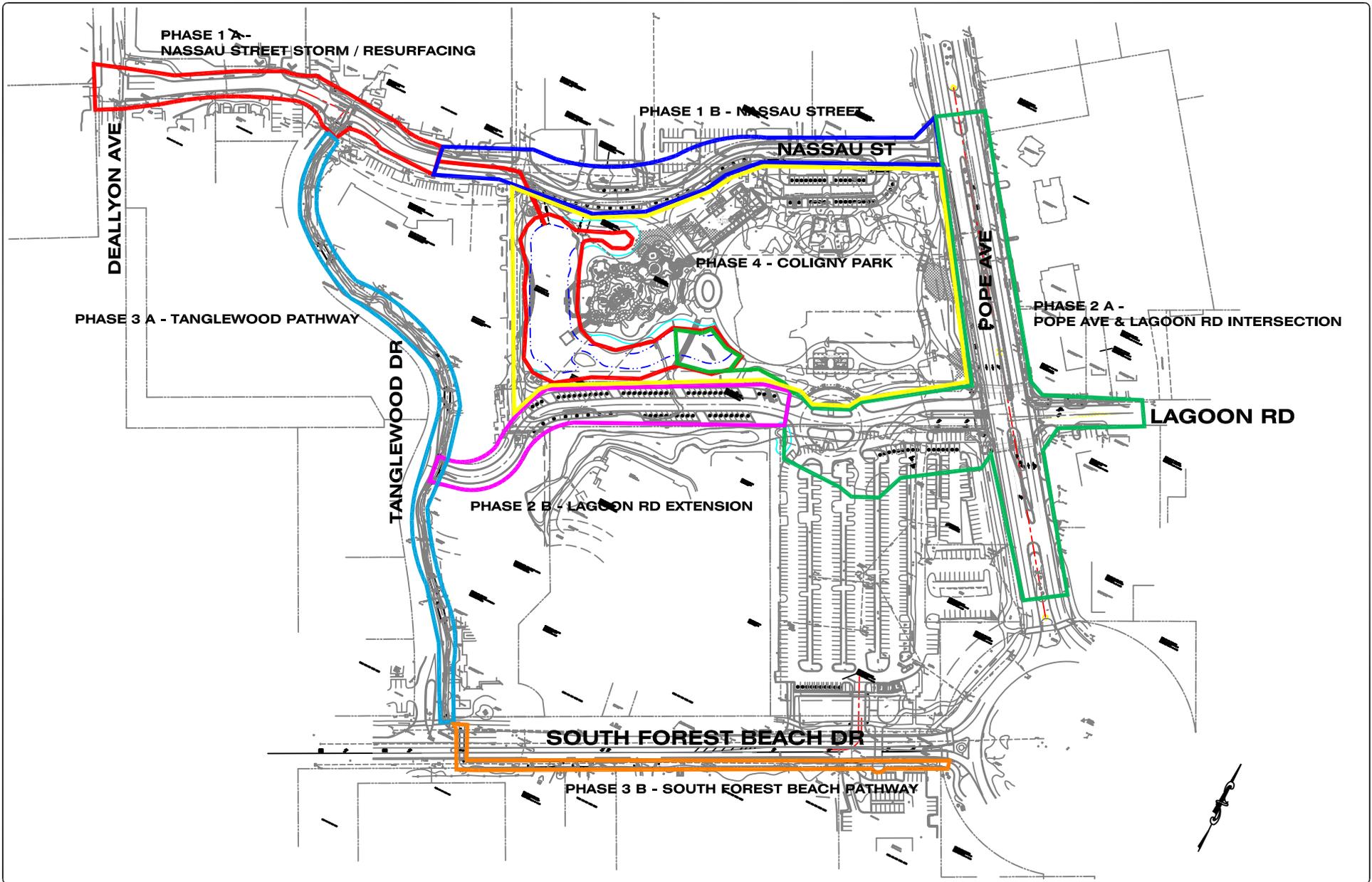
EXHIBIT E

CONSTRUCTION PHASING PLAN

COLIGNY REDEVELOPMENT PROJECT
RFP 2016-0009



The Town of Hilton Head Island
Beaufort County, South Carolina



**EXHIBIT E - COLIGNY REDEVELOPMENT PROJECT -
CONSTRUCTION PHASING PLAN**



EXHIBIT F

GEOTECHNICAL REPORT

COLIGNY REDEVELOPMENT PROJECT
RFP 2016-0009



The Town of Hilton Head Island
Beaufort County, South Carolina



**CONESTOGA-ROVERS
& ASSOCIATES**

57-C Sheridan Park Circle, Bluffton, South Carolina 29910
Telephone: (843) 815-5120 Fax: (843) 815-5121
www.CRAworld.com

June 16, 2015

Reference No. 090320-26

Ms. Jennifer Lyle, P.E.
Town of Hilton Head Island
One Town Center Court
Hilton Head Island, South Carolina 29925

Dear Ms. Lyle:

Re: Preliminary Subsurface Exploration and Geotechnical Evaluation
Coligny District Redevelopment
Hilton Head Island, South Carolina

Conestoga-Rovers & Associates (CRA) is pleased to present the findings of our preliminary subsurface exploration and geotechnical evaluations at the above-referenced project site. The purpose of our work was to provide geotechnical information to support conceptual phase foundation design for the various structures and to provide preliminary pavement section design recommendations for the proposed facility. Our services were performed in general accordance with Job Order No. 26 of our 'Indefinite Geotechnical Engineering Services' Contract No. C35-2011 executed February 23, 2013.

Project Understanding / Site Description

Based upon aerial photographs and survey data provided, as well as our own site reconnaissance, we have determined that the total project site generally consists of the existing Town Beach Parking Lot, the portions of Pope Avenue, South Forest Beach Drive, and Lagoon Road adjacent to the existing Town Beach Parking Lot, the property north of the parking lot and west of Pope Avenue between Nassau Street and Lagoon Drive including an existing mini-golf facility and also extending westward to and including an existing lagoon, and the portion of Nassau Street along the north side of the property. The central area of the east approximate half of the north portion of the site is currently utilized by the Town of Hilton Head Island as a beach operations support and general open storage/maintenance area that occasionally is used for overflow parking. Although the open storage/maintenance area is generally flat, several stockpiles of construction debris are located within it. The west approximate half of the north portion of site includes an excavated 'L-shaped' lagoon along the west and south sides with the balance being moderately to heavily wooded with mature trees and underbrush.

A conceptual site plan, which included brief descriptions of the various proposed project components, was provided to us along with the Job Order No. 26 documentation. The plan drawing was titled 'Coligny District Redevelopment – Draft Conceptual Master Plan – Prepared for: Town of Hilton Head Island, South Carolina – October 1, 2014'. The notes on the plan indicated that the project was to generally include:

- New landscaping and hardscaping along Pope Avenue from Nassau Street to Coligny Circle and along South Forest Beach Drive from Coligny Circle to Tanglewood Drive;

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- Improvements to and partial realignment of Nassau Street from Pope Avenue to near Tanglewood Drive;
- Extension of Lagoon Road from its current west termination at the northwest corner of the Town Beach Parking Lot to Tanglewood Drive;
- A new open park space west of Pope Avenue and between Nassau Street and Lagoon Road, which would also be utilized as seasonal overflow parking;
- Expansion of the existing lagoon and construction of an 'Adventure Playground' in the west portion of the property between Nassau Street and Lagoon Road;
- Improvements and upgrades to the existing Town Beach Parking Lot;
- New structures to include a multi-modal drop-off/ pickup building on the west side of Pope Avenue adjacent to the existing parking lot, a bandshell/pavilion south of Nassau Street within the current mini-golf facility, a shelter/restroom/information center/multi-modal drop-off & pickup building north of the northwest corner of the existing parking lot and Lagoon Road, and an approximately 3500 square feet Children's Museum south of Nassau Street just west of the mini-golf facility.

We were also provided a copy of the conceptual plan, identified as 'Exhibit A – Proposed Site & Boring Locations', upon which seven (7) soil test boring locations had been indicated. Notations on the exhibit drawing identified four of the boring locations as being at the request of the project Civil Engineer (C-1 to C-4) and three of the boring locations as being at the request of the project architect (A-1 to A-3). We were also provided a copy of a portion of an 'existing conditions' topographic survey of the site with the seven (7) soil test boring locations marked upon it to aid in locating the borings in the field.

The Civil Engineer requested boring locations were along the proposed alignment of the Lagoon Road extension (C-1 & C-4), within the area of the proposed lagoon expansion (C-2), and within the existing parking lot of the mini-golf facility (C-3). Although the Civil Engineer initially requested soil test borings to depths of 20 feet below the existing ground surface at all four 'Civil requested' locations, the final scope of work performed included hand-auger borings at locations C-1 and C-4 due to inability to access those two locations with our ATV mounted drill rig. The Civil Engineer requested that the depth of the groundwater table at the time of boring be noted on the logs of the four 'Civil' borings and that infiltration rate data be recorded at boring locations C-2 and C-3 at an elevation of approximately one foot above the groundwater table. It has been indicated to us that much of the parking lot improvement areas and/or new roadside parking spaces are anticipated to be pervious asphalt pavement. As requested, our scope of work has included evaluation of the near surface soil and groundwater conditions relevant to design of those pavements.

The Architect requested boring locations were within the proposed bandshell/pavilion structure (A-1), the Children's Museum structure (A-2), and the shelter/restroom/information center structure (A-3). It is our understanding that at the time of this writing the architectural and/or structural design of the



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proposed buildings has not yet progressed to the point where specific locations, footprint dimensions, floor elevations, construction type, and/or foundation loads have been determined. It is our further understanding that the scope of subsurface exploration and geotechnical evaluation requested by Architect is considered by the design team to be 'preliminary' and additional investigations at the specific final building sites may be performed at a later date. For the purposes of this evaluation and report, we have assumed that the structures will generally be single-story, wood or light-gauge metal framed, conventional commercial buildings elevated only minimally (16 inches or less) above the existing ground surface by structural fill soil supported slabs and/or by shallow foundation supported piers/walls.

Field Investigation / Subsurface Conditions

Field crews were mobilized to the site on June 2 through 12, 2015, to perform testing at the seven designated locations shown on the modified partial existing conditions topographic survey drawing reproduced within this report as our **Figure 1**. The following paragraphs detail the procedures and findings of the hand-auger explorations, soil test borings, and field percolation testing performed for this investigation.

'Civil requested' Boring Locations: At locations C-1 and C-4 the shallow subgrade soils to depths of approximately 6 feet below the existing ground surface were examined by manually twisting a steel auger into the soil and retrieving representative samples from the cuttings at regular depth intervals. The retrieved samples were placed in containers, labeled to identify the boring number and depth below existing ground surface, and delivered to our laboratory for examination by the project engineer and/or for laboratory analysis. The subgrade soils encountered at location C-1 consisted of approximately six inches of surficial organic debris and topsoil underlain by fine sand throughout the depth of the exploration with a trace of silt beginning at a depth of approximately 40 inches. The soils encountered below a depth of 40 inches were also wet to saturated and the hole caved in at a depth of approximately 40 inches following completion of the hand-auger procedure. The subgrade soils encountered at location C-4 consisted of 2 inches of grass roots and topsoil and approximately 6 inches of aggregate surfacing material underlain by fine sand with trace silt to a depth of approximately 54 inches then transitioning to slightly silty fine sand and continuing to the boring termination. The soils were saturated below a depth of approximately 60 inches during the hand-auger procedure and the depth to groundwater was measured to be 54 inches soon after completion of the boring.

At locations C-2 and C-3, the subsurface soil conditions to depths of 20 feet below the existing ground surface were explored utilizing hollow-stem drilling procedures to advance the holes with Standard Penetration Tests (SPTs) being performed at regular depth intervals. The SPT testing procedures were conducted in general accordance with ASTM D1586. The 'SPT' value (N) is defined as the number of blows of a 140-pound hammer, falling thirty inches, required to advance the split spoon sampler one foot. The sampler is lowered to the bottom of the drill hole and the number of blows recorded for each of three successive increments of six inches penetration. The "N" value is obtained by adding the



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second and third incremental values. The "N" values are reported on each boring log. The results of the SPT testing indicate the relative density and comparative consistency of the soils, and thereby provide a basis for estimating relative strength and compressibility of the soil profile components.

Other than the surficial layers, the soils encountered at locations C-2 and C-3 were quite similar. At location C-2 the surficial materials consisted of approximately 10 to 12 inches of miscellaneous construction debris/rubble. At location C-3, performed within a grassed median between paved parking spaces in the existing mini-golf facility parking lot, the surficial soils consisted of approximately 3 inches of topsoil with fine roots. Beneath these differing surficial conditions, both soil test borings encountered loose to medium dense fine sand with trace to slight silt content to a depth of approximately 18 feet then very loose slightly clayey fine sand with shell hash seams to the termination depth of 20 feet. Upon completion of the soils test borings, groundwater was measured at depths of 7 and 4½ feet at locations C-2 and C-3, respectively.

Logs detailing the findings of the 'Civil requested' hand-auger explorations and soil test borings are attached as **Appendix A**.

Field Percolation Rate Testing: Field percolation rate tests were performed at 'Civil requested' locations C-1 and C-3 at depths of approximately 12 to 16 inches above the groundwater table at the time of testing. The testing procedures generally conformed to the 'Modified Taft Method' of field percolation testing. The testing procedure first involved excavating a test hole to the desired depth using a hand auger. The testing procedure next involved placing a layer of gravel in the bottom of the hole. The hole was filled with water to a height of approximately 12 inches above the gravel level for an initial 10 minute 'soaking' period. After the initial soaking period, it was determined that the 'fast procedure' was to be conducted at both test locations. The water level in each hole was adjusted to approximately 6 inches above the gravel level, and the change in the water level was measured and recorded at 10 minute time intervals over a period of 1 hour. The infiltration rate is that of the last interval recorded in the test hole. The infiltration rates for the soils at the test depths were in excess of 50 inches per hour. The infiltration rate test results are presented in **Appendix C**.

'Architect requested' Boring Locations: At locations A-1 through A-3, the subsurface soil conditions to depths varying from 30 to 50 feet below the existing ground surface were explored utilizing the hollow-stem drilling and SPT sampling/testing procedures as described above.

Other than the surficial layers, the soils encountered at locations A-1 through A-3 were quite similar. At location A-1 the surficial materials consisted of approximately 20 to 24 inches of miscellaneous construction debris/rubble. At location A-2, performed within an undeveloped wooded portion of the site, the surficial soils consisted of approximately 3 inches of topsoil with fine roots. At location A-3 the surficial materials consisted of 8 inches of aggregate surfacing. Beneath these differing surficial conditions, the soil test borings encountered loose to medium dense fine sand with trace to slight silt content to depths of approximately 18 to 20 feet, then loose to very loose slightly clayey fine sand with shell hash seams to depths of 23 to 26 feet, then loose to very loose clayey to very clayey fine sand to



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boring termination at 30 feet in borings A-1 and A-2 and continuing to a depth of approximately 39 feet in boring A-3. Boring A-3 then encountered loose to medium dense shell hash sand with clayey sand seams to approximately 47 feet underlain by medium dense clayey sand to boring termination at 50 feet. Upon completion of the soil test borings, groundwater within these borings was measured at depths of 6 to 7 feet.

Logs detailing the findings of the SPT borings at the 'Architect requested' locations are attached as **Appendix B**.

Conclusions and Recommendations

The following conclusions and recommendations are based on the project characteristics previously described, the data obtained in our field exploration, and our experience with similar subsurface conditions and construction types. If the nature of the final structures is significantly different than our above expressed understanding, or if subsurface conditions different from those disclosed by the borings are encountered during construction, we should be notified immediately so that we might review the following conclusions and recommendations.

Site Preparation - Structural and Conventional Non-permeable Pavement Areas: The following site preparation and foundation design and construction sections of this report are based on utilizing a conventional shallow spread footing foundation or grid type beam and slab system for support of the proposed structures and utilization of conventional non-permeable pavements. **Special considerations for pervious pavement sections are addressed in later sections of this report.**

Stripping and Grubbing: Site preparation should include the complete removal of all topsoil, trees, shrubbery, major root systems (roots larger than finger size), stockpiles of and/or surficial construction debris/rubble, aggregate surfacing, previous building foundation components, and other deleterious materials and/or debris from within the proposed building footprint and pavement/walkway areas. Although surficial conditions encountered at our boring locations varied from a few inches of topsoil to as much as two feet of miscellaneous debris, it should be anticipated that removal of topsoil and/or other deleterious material and/or debris to greater depths may be required due to disturbance of shallow subgrade soils during stripping and grubbing and/or due to greater depths of buried debris at location not specifically explored during this investigation. During site clearing operations and while excavating for site utilities and foundations, the excavated and exposed soils should be observed for the presence of organic and/or deleterious materials and debris that could be detrimental to foundations and slabs.

Underground Utility Installation: Results of our exploration indicate that dewatering will likely be required for underground utility installation at depths of approximately 4 to 6 feet or greater below the existing grade over most of the site and at shallower depths at some locations. Where necessary, the dewatering systems should be installed and operated to maintain the groundwater level at a minimum of 2 feet below the bottom of the excavation.



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Subgrade Densification: After the initial stripping and grubbing but prior to any structural fill placement, the near surface in situ soils and any disturbed shallow subgrade soils should be moisture adjusted if necessary and densified with a vibratory roller to the compaction requirements for structural fill as detailed below. Materials that yield excessively during the densification should be removed and replaced with properly compacted structural fill. CRA should observe the subgrade densification operations and recommend the nature and extent of any necessary remedial work.

Fill Placement and Compaction: All fill within the proposed building footprint areas should be inorganic sand or silty/clayey sand with a maximum of 30% silt and/or clay compacted to a minimum of 98% of the soil's "Modified" Proctor maximum dry density as determined by ASTM Specification D1557. Fill should extend a minimum of 3 feet beyond building lines at the top-of-grade elevation to prevent possible erosion or undermining of footing bearing soils. Furthermore, fill slopes along the perimeter of the building pad area should not exceed 2 horizontal to 1 vertical. Shallower slopes may be dictated by site grading requirements.

Within all conventional non-permeable pavement subgrade areas, in situ soils and/or fill within at least the upper 24 inches should be inorganic sand or slightly silty/clayey sand with a maximum of 20% silt and/or clay content (SP, SP-SM, SP-SC, SM, SC) compacted to a minimum of 98% of the soil's "Modified" Proctor maximum dry density as determined by ASTM Specification D1557. If required, fill within all conventional non-permeable pavement areas at depths of 24 inches or greater below top-of-subgrade should be inorganic, silty or clayey sand with a maximum of 30% silt and/or clay and be compacted to a minimum of 95% of the soil's "Modified" Proctor maximum dry density.

Backfill for utility trenches should comply with the material characteristics and minimum compaction requirements for the location and depth of placement as detailed above.

All fill should be placed in level lifts not to exceed 10 inches in loose thickness prior to compaction. In-place density tests should be performed on each fill lift by an experienced engineering technician working under the direction of a licensed geotechnical engineer to verify that the recommended degree of compaction has been achieved.

Suitability of In Situ Near Surface Soils for Use as Structural Fill: The near surface soils encountered at our soil test and hand-auger boring locations, including those at location C-2 within the proposed reconfiguration/expansion of the existing lagoon, are generally anticipated to be suitable for use as structural fill within the proposed building footprints as well as for support of conventional and/or pervious asphalt and/or concrete paved parking areas and drives.

Shallow Foundation Design & Construction Parameters: Once site preparation procedures as detailed above are completed, and assuming individual interior column loads do not exceed 50 kips and load bearing wall loads do not exceed approximately 3 kips per linear foot, our evaluation indicates that the anticipated structures can be supported on conventional shallow foundation systems. When structural loads comply with these criteria, the footings may be proportioned for a maximum allowable bearing



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pressure of 1500 pounds per square foot (psf). To provide an adequate factor of safety against a shearing failure in the subsoils: (1) all foundations should be founded at a depth of not less than 20 inches below the lowest adjacent ground surface or slab elevation; (2) continuous footings should be at least 16 inches wide; and (3) isolated foundations should not be less than 30 inches in their least dimension. Column and continuous wall foundations designed and constructed in the recommended manner are estimated to be subject to a maximum potential total settlement of less than about ½ inch, in the absence of a significant seismic event.

All foundation elements should be excavated, dewatered if necessary, and have their concrete cast in the dry. Any soils at the bottom of the foundation excavations disturbed during the excavation process should be re-densified prior to placement of reinforcement steel.

Pavement Recommendations: The following pavement design guidelines are made without the benefit of specific traffic information and/or reference to any local minimum section standards, and are intended as a general guide for the design engineer's evaluation. Site design decisions may dictate alterations to certain aspects of these guidelines. The following recommendations assume that site preparation procedures, including removal and replacement of unsuitable near surface soils/debris and upper in situ soil densification as detailed in an earlier section of this report, have been completed where necessary. The data generated is preliminary and may need to be augmented with additional data as the design process proceeds.

All conventional asphalt pavements, concrete pavements and base courses should be constructed in accordance with the guidelines of the latest applicable South Carolina Department of Transportation Specifications.

Asphalt Drives and Parking Areas. Following completion of the site preparation procedures for non-permeable paved areas as detailed earlier in this report, we anticipate that a conventional asphalt pavement section consisting of a minimum of 24 inches of properly compacted, inorganic granular material with less than 20% passing the No. 200 sieve; 6 inches of graded aggregate base course (GABC); and 2 inches of asphalt (surface course) should be adequate for normal to light duty traffic lanes and parking areas. In entrance/exit drives and other heavy duty pavement areas, the section components should be increased to 8 inches of GABC and 3 inches of asphalt.

Concrete Pavement. Following completion of the site preparation procedures for non-permeable paved areas as detailed earlier in this report, we anticipate that the required thickness of any rigid concrete pavement bearing directly upon properly compacted subgrade soils will be on the order of 6 inches.

Pervious Asphalt Pavement Considerations: Pervious asphalt pavement is generally a viable option for the proposed light to moderate duty parking area portions of the subject project. Based upon structural requirements only, if a typical four-part porous asphalt pavement section is to be utilized, we recommend a minimum section consisting of 3 inches of porous asphalt or 4 inches of permeable concrete surface course, a minimum of 2 inches of #57 stone as a filter layer, a minimum of 6 inches of nominal 1.5 to 2 inch size uniformly graded aggregate as the reservoir layer, and a layer of filter fabric at



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the bottom of the aggregate base. **Care should be taken during site preparation for and construction of the pervious asphalt pavement section areas to minimize densification of the near surface in situ soils as densification will reduce their hydrographic capacity.** In addition, with a pervious asphalt pavement section, routine maintenance, including approximately biannual vacuuming and high pressure water hosing of the surface to prevent clogging, is essential to the long term structural integrity as well as the hydrographic serviceability of the pervious pavement section.

Seismic Considerations: Beaufort County (Hilton Head Island area) is located within an active seismic zone with its center in the Charleston, South Carolina area. Although the area has not experienced significant earthquake events in the recent past, evidence of seismic event induced liquefaction has been found and geologists have mapped this area as having the potential for recurrence(s) of such an event. Considerable research is ongoing to better determine which local soils are truly liquefiable and the magnitude of settlement that might occur as a result of their liquefaction during a significant seismic event.

The soils encountered at, and to a significant depth below, the groundwater table in the soil test borings at this subject site generally consisted of sands with slight to moderate amounts of silt or clay. Based on our boring data, we believe there is a moderate risk of occurrence of liquefaction of the subgrade soils of this site. Utilizing 'LiquefyPro' modeling software, we have performed a liquefaction analysis of the subject site considering the subsurface soil and groundwater conditions encountered and, in reference to the 2012 International Building Code (2012 IBC), assuming a design earthquake of magnitude 7.3 having an effective peak ground acceleration of 0.36g. Our analysis of the potential magnitude of settlement due to liquefaction indicates that settlement within the proposed building footprint due to volumetric compression on the order of as much as a few inches might occur. In addition, due to the depth below the anticipated final ground surface to the upper stratum of liquefiable soils, we estimate that differential settlement within the building footprints would likely be on the order of 50% to 75% of the total.

Due to the liquefaction potential of the soils encountered in the soil test borings at this site, it is our interpretation of the 2012 International Building Code (IBC) that the subject site would be classified as Seismic Site Class "F". However, based upon the soil conditions encountered, the designation of the site as Seismic Site Class "D" is allowable by the 2012 IBC for structures having a design fundamental period of less than or equal to 0.5 seconds assuming the risks associated with liquefaction are considered in other design aspects of the structure. The procedure utilized in this evaluation for determining the site specific seismic design parameters follows that which is outlined in the 2012 IBC. Values for Spectral Response Acceleration for short periods (0.2 seconds), S_s , and for long periods (1 second), S_1 , assuming Seismic Design Classes "D", were obtained from the U.S. Seismic Design Maps provided by United States Geological Survey (USGS), which provides mapped spectral acceleration values more accurately than IBC Figures 1613.3.1(1) and 1613.3.1(2). The resulting design parameters are presented in **Appendix D, Seismic Design Parameters**.



**CONESTOGA-ROVERS
& ASSOCIATES**

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It is our recommendation that the structural engineer consider this potential for liquefaction induced settlement in determining whether allowances need to be made in the design of the structures and/or in the site preparation procedures in order to mitigate potential excessive settlement of the structures due to the occurrence of a significant seismic event.

If the decision is made to mitigate the potential settlement due to a seismic event via modification of the subsurface soils, mitigation options found to be effective in soils such as those encountered at the subject site include vibro-replacement (stone columns), vibro-compaction, and installation of earthquake drains. The improved soil characteristics following implementation of any of the alternative ground modification techniques depends on the subsurface soils types and soil particle gradation, long term groundwater conditions, the diameter, depth and spacing of the various devices and/or vertical penetration points, intensity of vibratory action during the process, and various additional site and technique specific factors. Typically, the equipment and techniques used are proprietary to individual specialty design and installation firms. It is our recommendation that one or more such firms be consulted to determine which of the various ground modification techniques would be technically best suited and/or economically most efficient for the subject site. The goal of the ground modification program should be specified (liquefaction mitigation) and the contractor(s) should be requested to submit a proposal detailing the ground modification method to be utilized and the associated costs. The proposal(s) should be evaluated by the structural design engineer and the contractor selected based upon that evaluation.

We are pleased to have the opportunity to work with you on this project. If you have any questions or require additional information, please do not hesitate to contact us at (843) 815-5120.

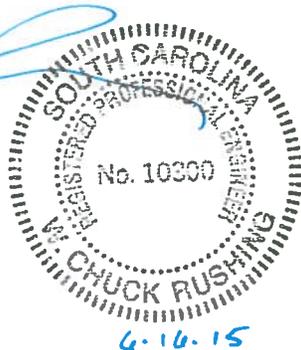
Yours truly,

CONESTOGA-ROVERS & ASSOCIATES

W. Chuck Rushing, P.E.
Senior Engineer

CR/sm

Encl.



Sean M. McCubbins
Principal / Peer Review

APPENDIX A
'Civil Requested' Hand-Auger and Soil Test Boring Logs



LOG OF HAND-AUGER BORINGS

Project: Coligny District Redevelopment

Date: 6/10/2015

Technician: A. Pritchard

Project No: 090320-26

Location	Soil Description
C-1	0-6" Topsoil
	6"-40" Tan fine SAND (SP)
	40"-72" Tan fine SAND with trace silt (SP) (wet at 40" and cave-in upon completion)

Location	Soil Description
C-4	2" Grass cover
	2"-8" Aggregate surfacing
	8"-34" Tan fine SAND with trace silt (SP)
	34"-54" Tan and orange fine SAND with trace silt (SP)
	54"-72" Tan and light gray slightly silty fine SAND (SP-SM) (water at 54")

PROJECT: <i>Coligny District Redevelopment</i>			LOG OF BORING: C-2	
DATE DRILLED: 6/2/2015				
DRILLER: Joe Lassiter		ELEVATION:		Notes:
DRILLING METHOD: Hollow Stem Auger		BORING DEPTH: 20.0'		
WATER LEVEL: 7'		WATER LEVEL (24HRS):		

ANALYSIS					Depth feet	BLOW COUNTS	GROUND WATER	GRAPHIC LOG	USCS	GEOLOGIC DESCRIPTION
Moisture Content	% Passing 200 Sieve	Organic Content	Liquid Limit	Plasticity Index						
					0				SP	1' Miscellaneous construction debris /rubble
					1.4					Loose to medium dense grayish tan fine SAND with trace silt
					2.8	13				
					4.2					
25.6	2.1				5.6	5				
					7		▽			
					8.4	22				
					9.8	24				
26.7	1.1				11.2					
					12.6				SP-SM	Medium dense gray slightly silty fine SAND
					14					
					15.4	17				
					16.8					
					18.2				SP-SC	Very loose gray slightly clayey fine SAND with medium shell hash seams
					19.6	4				
					21					Boring terminated at 20 feet
					22.4					
					23.8					
					25.2					
					26.6					
					28					
					29.4					
					30.8					
					32.2					
					33.6					
					35					
					36.4					
					37.8					
					39.2					
					40.6					
					42					
					43.4					
					44.8					
					46.2					
					47.6					
					49					
					50.4					
					51.8					
					53.2					

PROJECT: <i>Coligny District Redevelopment</i>		LOG OF BORING: <p style="text-align: center;">C-3</p>
DATE DRILLED: 6/2/2015		

DRILLER: Joe Lassiter	ELEVATION:	Notes:
DRILLING METHOD: Hollow Stem Auger	BORING DEPTH: 20.0'	
WATER LEVEL: 5'	WATER LEVEL (24HRS):	

ANALYSIS					Depth feet	BLOW COUNTS	GROUND WATER	GRAPHIC LOG	USCS	GEOLOGIC DESCRIPTION
Moisture Content	% Passing 200 Sieve	Organic Content	Liquid Limit	Plasticity Index						
					0					3" Topsoil and roots
					1.4				SP-SM	Medium dense gray slightly silty fine SAND
					2.8	12				
					4.2				SP	Medium dense grayish tan fine SAND with trace silt
					5.6					
					7	28				
					8.4					
					9.8	13				
					11.2					
					12.6				SP-SM	Loose gray slightly silty fine SAND
					14					
					15.4	8				
					16.8					
					18.2				SP-SC	Very loose gray slightly clayey fine SAND with medium shell hash seams
					19.6	4				
					21					Boring terminated at 20 feet
					22.4					
					23.8					
					25.2					
					26.6					
					28					
					29.4					
					30.8					
					32.2					
					33.6					
					35					
					36.4					
					37.8					
					39.2					
					40.6					
					42					
					43.4					
					44.8					
					46.2					
					47.6					
					49					
					50.4					
					51.8					
					53.2					

APPENDIX B
'Architect Requested' Soil Test Boring Logs

PROJECT: <i>Coligny District Redevelopment</i>		LOG OF BORING: <p style="text-align: center;">A-1</p>
DATE DRILLED: 6/2/2015		

DRILLER: Joe Lassiter	ELEVATION:	Notes:
DRILLING METHOD: Hollow Stem Auger	BORING DEPTH: 30.0'	
WATER LEVEL: 6'	WATER LEVEL (24HRS):	

ANALYSIS					Depth feet	BLOW COUNTS	GROUND WATER	GRAPHIC LOG	USCS	GEOLOGIC DESCRIPTION
Moisture Content	% Passing 200 Sieve	Organic Content	Liquid Limit	Plasticity Index						
					0			•••••		2' Miscellaneous construction debris / rubble
					1.4					
					2.8	50-1"			SP	Loose to medium dense light gray to gray fine SAND with trace silt
					4.2					
					5.6	10	≡			
					7	17				
					8.4					
					9.8	23				
					11.2					
					12.6			▨	SP-SM	Medium dense gray slightly silty fine SAND
					14					
					15.4	12				
					16.8					
					18.2				SP-SC	Very loose gray slightly clayey fine SAND with medium shell hash seams
					19.6	4				
					21					
					22.4					
					23.8			▩	SC	Loose to very loose bluish gray clayey to very clayey fine SAND
					25.2	5				
					26.6					
					28					
					29.4	4				
					30.8					Boring terminated at 30 feet
					32.2					
					33.6					
					35					
					36.4					
					37.8					
					39.2					
					40.6					
					42					
					43.4					
					44.8					
					46.2					
					47.6					
					49					
					50.4					
					51.8					
					53.2					

PROJECT: Coligny District Redevelopment		LOG OF BORING: A-2
DATE DRILLED: 6/2/2015		

DRILLER: Joe Lassiter	ELEVATION:	Notes:
DRILLING METHOD: Hollow Stem Auger	BORING DEPTH: 30.0'	
WATER LEVEL: 6'	WATER LEVEL (24HRS):	

ANALYSIS					Depth feet	BLOW COUNTS	GROUND WATER	GRAPHIC LOG	USCS	GEOLOGIC DESCRIPTION
Moisture Content	% Passing 200 Sieve	Organic Content	Liquid Limit	Plasticity Index						
					0				SP	3" Topsoil and roots
					1.4					Loose to medium dense grayish tan fine SAND with trace silt
					2.8	5				
					4.2	12				
					5.6					
					7	24				
					8.4					
					9.8	15				
					11.2					
					12.6					
					14	9			SP-SM	
					15.4					Very loose gray slightly clayey fine SAND with medium shell hash seams
					16.8					
					18.2				SP-SC	
					19.6	3				
					21					Loose to very loose bluish gray clayey to very clayey fine SAND
					22.4					
					23.8				SC	
					25.2	4				
					26.6					
					28					Boring terminated at 30 feet
					29.4	5				
					30.8					
					32.2					
					33.6					
					35					
					36.4					
					37.8					
					39.2					
					40.6					
					42					
					43.4					
					44.8					
					46.2					
					47.6					
					49					
					50.4					
					51.8					
					53.2					

PROJECT: <i>Coligny District Redevelopment</i>		LOG OF BORING: <p style="text-align: center;">A - 3</p>
DATE DRILLED: 6/2/2015		
DRILLER: Joe Lassiter	ELEVATION:	Notes:
DRILLING METHOD: Hollow Stem Auger	BORING DEPTH: 50.0'	
WATER LEVEL: 7'	WATER LEVEL (24HRS):	

ANALYSIS	Depth	BLOW COUNTS	GROUND WATER	GRAPHIC LOG	USCS	GEOLOGIC DESCRIPTION
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Moisture Content	% Passing 200 Sieve	Organic Content	Liquid Limit	Plasticity Index	Depth feet	BLOW COUNTS	GROUND WATER	GRAPHIC LOG	USCS	GEOLOGIC DESCRIPTION
					0					8" Aggregate surface
					1.4					
					2.8	24				
					4.2					
					5.6	19				
					7		▽			
					8.4	23				
					9.8	27			SP	Medium dense grayish tan fine SAND with trace silt
					11.2				SP-SM	Medium dense gray slightly silty fine SAND
					12.6					
					14					
					15.4	29				
					16.8					
					18.2					
					19.6	9				
					21					
					22.4				SP-SC	Loose gray slightly clayey fine SAND with medium shell hash seams
					23.8					
					25.2	6				
					26.6				SC	Very loose bluish gray clayey to very clayey fine SAND
					28					
					29.4	3				
					30.8					
					32.2					
					33.6					
					35	3				
					36.4					
					37.8					
					39.2	6			SP-SC	Loose to medium dense gray shell hash SAND with thin clayey sand seams
					40.6					
					42					
					43.4					
					44.8	17				
					46.2					
					47.6				SC	Medium dense dark gray clayey fine SAND
					49					
					50.4	12				Boring terminated at 50 feet
					51.8					
					53.2					

APPENDIX C
Percolation Rate Test Results



**CONESTOGA-ROVERS
& ASSOCIATES**

INFILTRATION TEST RESULTS

Project Name: Coligny District Redevelopment

Project No: 090320-26

Test Date: 6/11/2015

Test Location: C-2

Technician: B. Woods

Depth of Hole: 30"

Depth to Groundwater: 46"

Soils Encountered:

Depth	Soil Description
0 - 2"	Silty Fine Sand TOPSOIL
2" - 8"	Aggregate Surfacing
8" - 20"	Light Brown Slightly Silty fine SAND
20" - 30"	Tan Slightly Silty Fine SAND
30" - 46"	Gray Fine SAND

Time Interval (minutes)	Drop in water level (inches)	Percolation rate (inches per minute)
10	14	1.40
10	13.5	1.35
10	13.5	1.35
10	12.75	1.28
10	12.25	1.23
10	11.75	1.18

Percolation rate = 1.18 ipm X 60 = 70.5 iph



INFILTRATION TEST RESULTS

Project Name: Coligny District Redevelopment

Project No: 090320-26

Test Date: 6/11/2015

Test Location: C-3

Technician: B. Woods

Depth of Hole: 28"

Depth to Groundwater: 42"

Soils Encountered:

Depth	Soil Description
0 - 6"	Silty Fine Sand TOPSOIL
6" - 24"	Tan Slightly Silty fine SAND with trace organics
24" - 40"	Dark Brown Silty Fine SAND
40" - 42"	Tan Fine SAND

Time Interval (minutes)	Drop in water level (inches)	Percolation rate (inches per minute)
10	11.5	1.15
10	11.5	1.15
10	11.25	1.13
10	10.75	1.08
10	10	1.00
10	9.5	0.95

Percolation rate = 0.95 ipm X 60 = 57.0 iph

APPENDIX D
Seismic Parameters

USGS Design Maps Summary Report

User-Specified Input

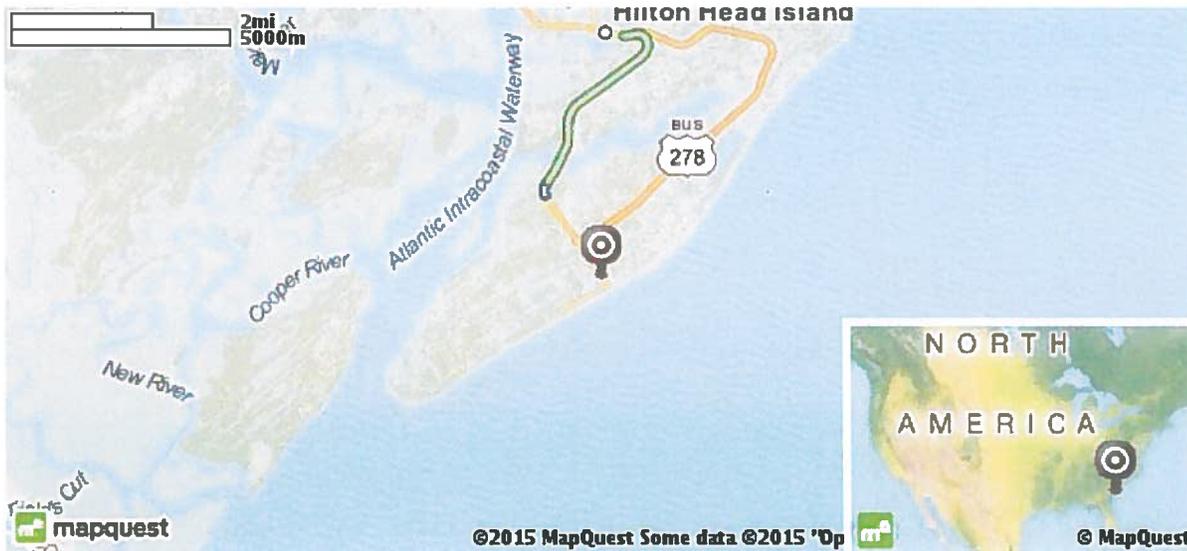
Report Title Coligny District Redevelopment
Tue June 16, 2015 14:29:20 UTC

Building Code Reference Document 2012 International Building Code
(which utilizes USGS hazard data available in 2008)

Site Coordinates 32.14389°N, 80.75454°W

Site Soil Classification Site Class D – “Stiff Soil”

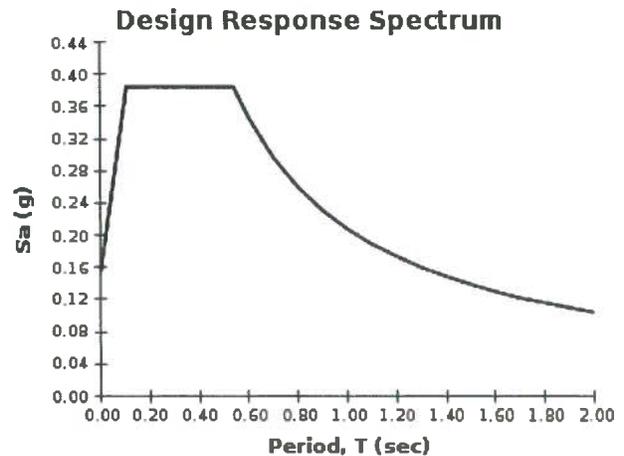
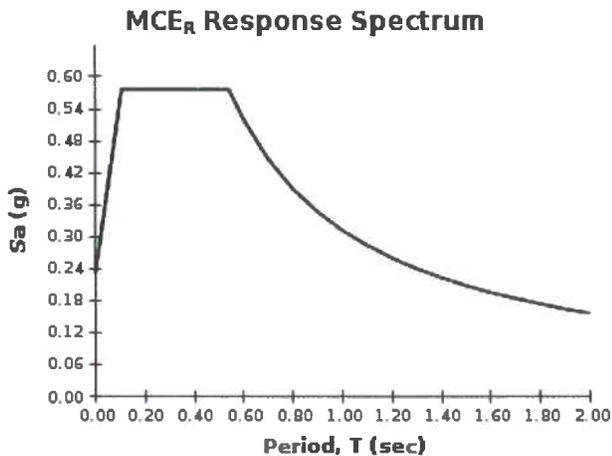
Risk Category I/II/III



USGS-Provided Output

$S_s = 0.386 \text{ g}$	$S_{MS} = 0.576 \text{ g}$	$S_{DS} = 0.384 \text{ g}$
$S_1 = 0.139 \text{ g}$	$S_{M1} = 0.312 \text{ g}$	$S_{D1} = 0.208 \text{ g}$

For information on how the S_s and S_1 values above have been calculated from probabilistic (risk-targeted) and deterministic ground motions in the direction of maximum horizontal response, please return to the application and select the “2009 NEHRP” building code reference document.



Although this information is a product of the U.S. Geological Survey, we provide no warranty, expressed or implied, as to the accuracy of the data contained therein. This tool is not a substitute for technical subject-matter knowledge.


Design Maps Detailed Report

2012 International Building Code (32.14389°N, 80.75454°W)

Site Class D – “Stiff Soil”, Risk Category I/II/III

Section 1613.3.1 — Mapped acceleration parameters

Note: Ground motion values provided below are for the direction of maximum horizontal spectral response acceleration. They have been converted from corresponding geometric mean ground motions computed by the USGS by applying factors of 1.1 (to obtain S_s) and 1.3 (to obtain S_1). Maps in the 2012 International Building Code are provided for Site Class B. Adjustments for other Site Classes are made, as needed, in Section 1613.3.3.

From [Figure 1613.3.1\(1\)](#) ^[1]

$S_s = 0.386 \text{ g}$

From [Figure 1613.3.1\(2\)](#) ^[2]

$S_1 = 0.139 \text{ g}$

Section 1613.3.2 — Site class definitions

The authority having jurisdiction (not the USGS), site-specific geotechnical data, and/or the default has classified the site as Site Class D, based on the site soil properties in accordance with Section 1613.

2010 ASCE-7 Standard – Table 20.3-1
SITE CLASS DEFINITIONS

Site Class	\bar{v}_s	\bar{N} or \bar{N}_{ch}	\bar{s}_u
A. Hard Rock	>5,000 ft/s	N/A	N/A
B. Rock	2,500 to 5,000 ft/s	N/A	N/A
C. Very dense soil and soft rock	1,200 to 2,500 ft/s	>50	>2,000 psf
D. Stiff Soil	600 to 1,200 ft/s	15 to 50	1,000 to 2,000 psf
E. Soft clay soil	<600 ft/s	<15	<1,000 psf
Any profile with more than 10 ft of soil having the characteristics: <ul style="list-style-type: none"> • Plasticity index $PI > 20$, • Moisture content $w \geq 40\%$, and • Undrained shear strength $\bar{s}_u < 500$ psf 			
F. Soils requiring site response analysis in accordance with Section 21.1	See Section 20.3.1		

For SI: 1ft/s = 0.3048 m/s 1lb/ft² = 0.0479 kN/m²

Section 1613.3.3 — Site coefficients and adjusted maximum considered earthquake spectral response acceleration parameters

TABLE 1613.3.3(1)
VALUES OF SITE COEFFICIENT F_s

Site Class	Mapped Spectral Response Acceleration at Short Period				
	$S_s \leq 0.25$	$S_s = 0.50$	$S_s = 0.75$	$S_s = 1.00$	$S_s \geq 1.25$
A	0.8	0.8	0.8	0.8	0.8
B	1.0	1.0	1.0	1.0	1.0
C	1.2	1.2	1.1	1.0	1.0
D	1.6	1.4	1.2	1.1	1.0
E	2.5	1.7	1.2	0.9	0.9
F	See Section 11.4.7 of ASCE 7				

Note: Use straight-line interpolation for intermediate values of S_s

For Site Class = D and $S_s = 0.386$ g, $F_s = 1.491$

TABLE 1613.3.3(2)
VALUES OF SITE COEFFICIENT F_v

Site Class	Mapped Spectral Response Acceleration at 1-s Period				
	$S_1 \leq 0.10$	$S_1 = 0.20$	$S_1 = 0.30$	$S_1 = 0.40$	$S_1 \geq 0.50$
A	0.8	0.8	0.8	0.8	0.8
B	1.0	1.0	1.0	1.0	1.0
C	1.7	1.6	1.5	1.4	1.3
D	2.4	2.0	1.8	1.6	1.5
E	3.5	3.2	2.8	2.4	2.4
F	See Section 11.4.7 of ASCE 7				

Note: Use straight-line interpolation for intermediate values of S_1

For Site Class = D and $S_1 = 0.139$ g, $F_v = 2.243$

Equation (16-37):

$$S_{MS} = F_a S_s = 1.491 \times 0.386 = 0.576 \text{ g}$$

Equation (16-38):

$$S_{M1} = F_v S_1 = 2.243 \times 0.139 = 0.312 \text{ g}$$

Section 1613.3.4 — Design spectral response acceleration parameters

Equation (16-39):

$$S_{DS} = \frac{2}{3} S_{MS} = \frac{2}{3} \times 0.576 = 0.384 \text{ g}$$

Equation (16-40):

$$S_{D1} = \frac{2}{3} S_{M1} = \frac{2}{3} \times 0.312 = 0.208 \text{ g}$$

Section 1613.3.5 — Determination of seismic design category

TABLE 1613.3.5(1)

SEISMIC DESIGN CATEGORY BASED ON SHORT-PERIOD (0.2 second) RESPONSE ACCELERATION

VALUE OF S_{DS}	RISK CATEGORY		
	I or II	III	IV
$S_{DS} < 0.167g$	A	A	A
$0.167g \leq S_{DS} < 0.33g$	B	B	C
$0.33g \leq S_{DS} < 0.50g$	C	C	D
$0.50g \leq S_{DS}$	D	D	D

For Risk Category = I and $S_{DS} = 0.384 g$, Seismic Design Category = C

TABLE 1613.3.5(2)

SEISMIC DESIGN CATEGORY BASED ON 1-SECOND PERIOD RESPONSE ACCELERATION

VALUE OF S_{D1}	RISK CATEGORY		
	I or II	III	IV
$S_{D1} < 0.067g$	A	A	A
$0.067g \leq S_{D1} < 0.133g$	B	B	C
$0.133g \leq S_{D1} < 0.20g$	C	C	D
$0.20g \leq S_{D1}$	D	D	D

For Risk Category = I and $S_{D1} = 0.208 g$, Seismic Design Category = D

Note: When S_1 is greater than or equal to 0.75g, the Seismic Design Category is **E** for buildings in Risk Categories I, II, and III, and **F** for those in Risk Category IV, irrespective of the above.

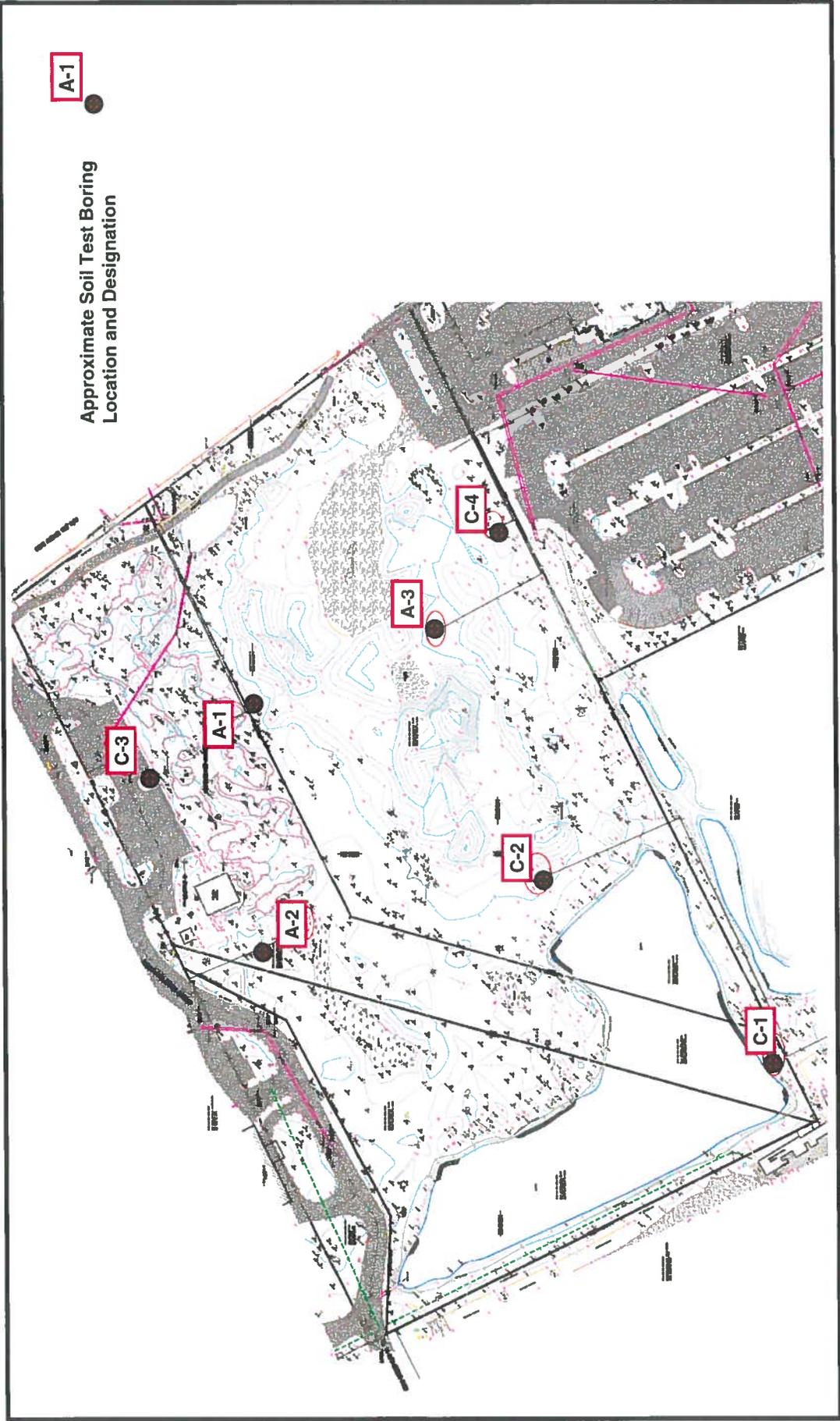
Seismic Design Category \equiv "the more severe design category in accordance with Table 1613.3.5(1) or 1613.3.5(2)" = D

Note: See Section 1613.3.5.1 for alternative approaches to calculating Seismic Design Category.

References

1. Figure 1613.3.1(1): [http://earthquake.usgs.gov/hazards/designmaps/downloads/pdfs/IBC-2012-Fig1613p3p1\(1\).pdf](http://earthquake.usgs.gov/hazards/designmaps/downloads/pdfs/IBC-2012-Fig1613p3p1(1).pdf)
2. Figure 1613.3.1(2): [http://earthquake.usgs.gov/hazards/designmaps/downloads/pdfs/IBC-2012-Fig1613p3p1\(2\).pdf](http://earthquake.usgs.gov/hazards/designmaps/downloads/pdfs/IBC-2012-Fig1613p3p1(2).pdf)

FIGURE



Test Location Plan
 Coligny District Redevelopment
 Hilton Head Island, South Carolina



Town of Hilton Head Island

Reference No. 090320-26
 Figure No. 1

Prepared By: WCR
 Date: 6-12-2015

Prepared By: WCR
 Date: 6-12-2015