

Unless otherwise provided, the material from any existing old structure may be used temporarily by the Contractor in the erection of the new structure. Such material shall not be cut or otherwise damaged except with the approval of the Engineer, and upon completion of the work shall be placed where it may be readily loaded on trucks. If the Contractor unnecessarily damages or impairs the salvage value of the material removed from an existing structure, it will be charged an amount estimated by the Engineer as sufficient to cover the loss, damage, or impairment in salvage value.

104.10 Final Cleaning Up. Before acceptance and final payment is made, the Contractor shall, without extra compensation, clear the highway structures and site of all obstructions placed by the Contractor, and shall remove from the right of way, borrow pits and adjacent property all surplus or discarded materials, rubbish, temporary buildings, structures and equipment; restore in an acceptable manner all property, both public and private, which has been damaged during the prosecution of the work; and shall leave the highway or bridge site, including stream banks, in a neat and presentable condition, with waterways unobstructed and free of debris for the entire length of the section or sections of road under contract.

SECTION 105

CONTROL OF WORK

105.01 Authority of the Engineer. The Engineer will decide all questions which may arise as to the quality and acceptability of materials furnished and work performed and as to the rate of progress of the work; all questions regarding the interpretation of the plans and specifications; all questions as

to the acceptable fulfillment of the contract on the part of the Contractor; all questions as to disputes and mutual rights between Contractors, and all questions as to compensation; and the Engineer shall determine the amount and quantity of the several kinds of work performed and materials furnished which are to be paid for under the contract; and the Engineer's decisions shall be final.

The Engineer will have the authority to direct where and when work shall be performed on the project so that other work may be expedited to the end that the entire project shall be completed in the most satisfactory manner. The Engineer will have the authority to suspend the work wholly or in part, or to withhold further payments to the Contractor due to failure to correct conditions unsafe for the workmen or the general public; for failure to carry out provisions of the contract; for failure to carry out orders; for such periods as the Engineer may deem necessary due to unsuitable weather; for conditions considered unsuitable for the prosecution of the work; or for any other conditions or reason deemed to be in the public interest. No additional compensation will be paid the Contractor because of such suspension.

The Engineer is not authorized to increase the obligation of the Department under the contract except as herein provided.

105.02 The Plans, Working Drawings, and Shop Plans.

The "plans," consisting of general drawings showing such details as are necessary to give a comprehensive idea of the construction contemplated, will be furnished by the Department. Road plans will normally show the alignment, profile, grades, and typical cross-sections. In general, structure plans will show in detail the dimensions of the work contemplated. In cases where dimensions are not shown, the structure plans will show general features and details necessary to give a comprehensive idea of the structure.

The plans for bridges will show sufficient information to

enable the Contractor to determine the work contemplated, but the Engineer reserves the right to supplement these plans with construction plans. The Contractor shall submit all essential or desirable working drawings, shop plans, and erection plans to the Department for review and acceptance, and shall not perform any work on the items involved until said plans have been accepted. Any work done or materials ordered before the acceptance of such working drawings, shop plans, and erection plans shall be at the Contractor's risk.

The information contained upon the plans regarding the results obtained from test piles and borings is a record of the conditions revealed by field work and shows conditions that were encountered at the place where the test piles were driven or the borings made, as nearly as those conditions could be interpreted by the Engineer observing the operations. The Contractor is not bound to accept or rely on these data, but shall interpret them in the light of its own experience, and it should make such additional borings and investigations, including test piles, as desired in order to determine or satisfy itself concerning the conditions affecting lengths of piles or governing or entering into the construction of the foundations.

The plans will show the foundation depths and dimensions on which the estimate of quantities is based. These depths and foundation dimensions, however, are subject to such variation as may be necessary to secure a foundation satisfactory to the Engineer, and the right is expressly reserved to increase or diminish the dimensions and depths of substructures as the Engineer may determine.

When it is necessary to increase or decrease the height of a substructure or part thereof, the change will generally be made in that portion between the bottom of cap and top of footings.

Working drawings and shop plans shall be furnished by the Contractor and shall be accepted by the Department

fore work is started on their aspect of the project. For steel structures, shop plans shall include details, dimensions, material specification, and other information necessary for the complete fabrication of the metalwork and any items attached to the metalwork. The working drawings may include details of falsework, temporary bracing, and the erection process for the metalwork. Working drawings and shop plans for concrete structures shall consist of such detailed plans as may reasonably be required for the successful prosecution of the work, and which are not in the plans furnished by the Department. These shall include shop plans and working drawings for bending details and schedules for reinforcing steel, falsework, bracing, cribs, cofferdams, and deck formwork as required by the project. The working drawings and shop drawings for the prestressed members shall show formwork details and dimensions, strand sizes, stand patterns, location of holddown points methods for applying the desired tension in the strands, how detensioning will be affected, and methods of lifting and handling the prestressed members.

In the case of steel superstructures, drawings shall be furnished as provided for in Section **709**, *Structural Steel*.

In the case of prestressed concrete, drawings shall be furnished as provided for in Section **704**, *Prestressed Concrete*.

The Contractor shall furnish the Department with such copies of shop plans and working drawings in accordance with the requirements of Section **725**, and upon completion of the work, the original or duplicate tracings shall be furnished the Engineer. It is expressly understood that the approval by the Engineer of the Contractor's shop plans and working drawings is general; and such approval will not relieve the Contractor of any responsibility.

The contract price shall include the cost of furnishing all shop drawings and working drawings.

105.03 Conformity with Plans and Specifications. All work performed and all materials furnished shall be in reasonably close conformity with the lines, grades, cross-sections, dimensions and material requirements, including tolerances shown on the plans or indicated in the specifications. Any deviation from the plans or specifications that may be required by the exigencies of construction will be determined by the Engineer and authorized in writing.

In the event the Engineer finds the materials or the finished product in which the materials are used not within reasonably close conformity with the plans and specifications but that reasonably acceptable work has been produced, the Engineer shall then make a determination if the work shall be accepted and remain in place. In this event, the Engineer will document the basis of acceptance by contract modification which will provide for an appropriate adjustment in the contract price for such work or materials necessary to conform to the determination.

In the event the Engineer finds the materials or the finished product in which the materials are used, or the work performed are not in reasonably close conformity with the plans and specifications and have resulted in an inferior or unsatisfactory product, the work or materials shall be removed and replaced or otherwise corrected by the Contractor without additional compensation.

105.04 Coordination of Plans, Specifications, and Special Provisions. These specifications, the supplemental

specifications, the plans, special provisions and all supplementary documents are essential parts of the contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In the event of any discrepancy; the special provisions shall govern over the plans; calculated dimensions shown on the plans, unless obviously incorrect, shall govern over scaled dimensions; the

plans shall govern over standard drawings; standard drawings shall govern over the specifications; and supplemental specifications shall govern over these standard specifications. The Contractor shall take no advantage of any error or omission in the plans or of any discrepancy between the plans and specifications. The Engineer shall make such corrections and interpretations as may be deemed necessary for the fulfillment of the intent of the specifications and plans as construed by him, and his decision shall be final.

105.05 Cooperation by Contractors. The Contractor will be supplied with a minimum of two copies of the plans, specifications and contract assemblies, including special provisions. The contractor shall keep one set available on the work at all times. The Contractor will notify the District Engineering Administrator in writing as early as possible as to the time and place at which he expects to begin work, but, in all cases, at least seven (7) days before beginning work, in order to provide sufficient time for the staking out of the work.

The Contractor shall give the work the constant attention necessary to facilitate the progress thereof, and shall cooperate with the Engineer, the Engineer's authorized representatives, and other contractors in every way possible. The Contractor shall at all times have on the work, as its agent, a competent superintendent or foreman capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of work being performed, who shall receive instructions from the Engineer or the Engineer's authorized representative, and have full authority to execute such orders or directions without delay. Such superintendence shall be furnished irrespective of the amount of work sublet.

105.06 Cooperation with Utilities. The Department will notify all utility companies, all pipe line owners, or other parties affected, and endeavor to have all necessary adjustments of the public or private utility fixtures, pipe lines, and other appurtenances within or adjacent to the limits of con-

struction, made as soon as practicable.

Water lines, gas lines, wire lines, sewer lines, water and gas meter boxes, water and gas valve boxes, manholes, light standards, cableways, signals and all other utility appurtenances within the limits of the proposed construction that are to be relocated or adjusted are to be moved by the owners under separate agreement, except as otherwise provided for in the special provisions or as noted on the plans, or as otherwise provided for in Subsection **202.02**.

The plans will show all known utilities located within the limits of the contract according to information obtained. The accuracy of the plans in this respect is not guaranteed by the Department. The Contractor shall have considered in his bid all of the permanent and temporary utility appurtenances in their present or relocated position. No additional compensation will be allowed for any delays, inconveniences, or damage sustained by the Contractor due to any interference from the said utility appurtenances, delays in relocation of utilities or the operation of moving them.

Unless otherwise provided, the cost of temporary rearrangement of utilities made only in order to facilitate the construction of the work will be borne by the Contractor.

105.07 Cooperation between Contractors. Where work which is being performed by a Contractor for the Department is continuous to or within the limits covered by another contract, the respective rights of the various interests involved shall be determined by the Engineer to secure the earliest practicable completion of the work.

When the Department awards separate contracts for work within the limits of one project, each Contractor shall conduct its work so as not to interfere with or hinder the progress or completion of the work being performed by other Contractors. Each Contractor involved shall assume all liability, financial or otherwise in connection with its contract and shall protect and

save harmless the Department from any and all damages or claims that may arise because of inconvenience, delay, or loss experienced because of the presence and operations of other Contractors working within the limits of the same project, and the Contractor shall assume all responsibility of all work not completed or accepted because of the presence and operations of the other Contractors.

Whenever road and bridge contracts are let separately and the limits of one contract are included within or adjacent to the limits of the other contract, the bridge Contractor shall have prior rights at the bridge site or sites for a reasonable period of time. Such prior rights will permit the bridge Contractor to store materials and equipment within reasonable spaces, and to do the necessary hauling and other incidental work as the Engineer may determine. This condition of priority shall not serve to release the road Contractor from its obligation to construct or maintain the bridge approaches, unless all other road work is completed before the bridge work has progressed to a stage where the approach work can be performed to the satisfaction of the Engineer. If practicable in the opinion of the Engineer, the bridge Contractor may be required, at its expense, to locate or relocate its materials and equipment in order to permit construction of the approaches.

Wherever the Engineer considers it desirable to clear and grub the right of way at the bridge site, or to construct bridge approaches prior to the construction of the bridge ends, or to complete bridge ends prior to other parts of bridge work, such work shall be done when directed by the Engineer.

105.08 Construction Stakes, Lines, and Grades

A. Construction Stakes, Lines, and Grades Partially Provided by the Department. Unless otherwise provided, the Engineer will set construction stakes as necessary, establishing lines, slopes, continuous profile-grade, centerline of roadway, centerline of piers and abutments, a bench mark adjacent to the work, and vertical control

elevations for flow lines, footings, caps, bridge seats, screed elevations, etc. In addition, the Engineer will furnish the Contractor with all necessary information relating to lines, slopes and grades. Using the control lines and grades established by the Engineer, the Contractor shall be responsible for completing the layout and performing the work.

The Contractor shall be responsible for the accuracy of transfer from the control lines and grades and layout of the work. The Contractor shall also be responsible for the preservation of all stakes and marks. If any of the construction stakes or marks are carelessly or willfully destroyed or disturbed by the Contractor or its employees, the cost to the State of replacing them will be charged against the Contractor and will be deducted from payment for the work.

The Contractor shall furnish, free of charge, all guard stakes, templates, straightedges and other devices necessary for checking, marking and maintaining points, lines, and grades.

The Department will be responsible for the accuracy of control lines and grades established by the Engineer. In case of error in the establishment of the original construction or survey stakes set by the Engineer, and discovered after the work has been fully or partially completed in compliance with the erroneous stakes, the Contractor will be paid for such additional work as may be required because of such error at the contract unit price for the class of work involved.

On all bridge contracts, the Contractor shall, when requested, furnish assistance to give points and elevations during construction of the project. Such assistance shall be that usually required of a rodman.

B. Construction Stakes, Lines, and Grades Provided

by the Contractor. The Contractor will be required to provide all the layouts necessary to construct the elements of this project. The Department will provide adequate reference points to the centerline of survey and bench marks as shown in the plans or as provided by the Engineer. Any additional control points set by the Department shall be identified in the field and documented in writing to the Contractor and the field notes shall be kept in the office of the Engineer.

The Contractor shall provide field personnel and set all additional stakes for this project, which are needed to establish offset stakes, reference points, and any other horizontal or vertical controls, including supplementary bench marks, necessary to secure a correct layout of the work. The Contractor will not be required to determine the property line between properties.

All computations of survey work required in the execution of this project shall be performed by a Registered Land Surveyor or a Registered Professional Engineer in the State of South Carolina. These computations shall be accompanied by the designated RLS's or PE's seal and signature.

The Contractor shall be responsible for having the finished work substantially conform to the lines, grades, elevations and dimensions called for in the plans or as provided by the Engineer. Any inspection or checking of the Contractor's layout by the Engineer and the acceptance of all or any part of it shall not relieve the Contractor of his responsibility to secure the proper dimensions, grades and elevations of the several parts of the work. The Contractor shall exercise care in the preservation of stakes and bench marks, and shall have them reset at his expense when any are damaged, lost, displaced or removed. The Contractor shall use competent personnel and suitable equipment for the layout work required. The Contractor shall not engage the services of any person or persons in the employ of the SCDOT for the performance of any work

covered by this item.

The Engineer will make random checks of the Contractor's staking to determine if the work is in substantial conformance with the plans. Where the Contractor's work will tie into work that is being or will be done by others, checks will be made to determine if the work is in conformance with the proposed overall grade and horizontal alignment. For bridge construction projects, the Contractor shall be required to provide bridge deck grades to the Engineer for review before placing deck forms.

If during the course of staking or construction work, unforeseen utilities and/or field conditions arise which conflict with construction as shown in the plans, the Contractor shall immediately notify the Engineer. The Engineer will review the Contractor's findings and adjust the lines and grades accordingly or make arrangements for the utility to relocate its facilities. The resulting adjustments will be provided to the Contractor so that his survey crew can perform the adjusted staking. Adjusted staking as described above shall be considered a normal consequence of construction. No additional compensation will be due to the Contractor for this work, or for any delays due to adjustments to staking.

Measurement and Payment. Measurement will be for each Construction Stakes, Lines, and Grades item contained in the contract.

Payment for each portion of this item in the project will be proportional to the amount of the relevant work completed. In no case shall the sum of all payments for this item be in excess of the total bid amount for Construction Stakes, Lines, and Grades, which price and payment shall be full compensation for a material, equipment, tools, labor, and incidental work, including computations, necessary to complete the work.

Payment includes all direct and indirect costs and ex-

penses required to complete the work.

Payment will be made under:

Item No.	Pay Item	Pay Unit
105080X	Construction Stakes, Lines, and Grades	Each

C. Construction Stakes, Lines, and Grades (For Bridge(s) Only) Provided by the Contractor. The Contractor will be required to provide all the layouts necessary to construct the bridge elements of this project. The Department will provide adequate reference points to the centerline of survey and bench marks as shown in the plans or as provided by the Engineer. Any additional control points set by the Department shall be identified in the field and documented in writing to the Contractor and the field notes shall be kept in the office of the Engineer.

The Contractor shall provide field personnel and set all additional stakes for the bridge elements of this project, which are needed to establish offset stakes, reference points, and any other horizontal or vertical controls, including supplementary bench marks, necessary to secure a correct layout of the work. The Contractor will not be required to determine the property line between properties.

Any computations of survey work required in the execution of this project shall be performed by a Registered Land Surveyor or a Registered Professional Engineer in the State of South Carolina. The computation of survey work shall be accompanied by the designated RLS's or PE's seal and signature.

The Contractor shall be responsible for having the finished work substantially conform to the lines, grades, elevations and dimensions called for in the plans or as provided by the Engineer. Any inspection or checking of the Contractor's layout by the Engineer and the acceptance of

all or any part of it shall not relieve the Contractor of his responsibility to secure the proper dimensions, grades and elevations of the several parts of the work. The Contractor shall exercise care in the preservation of stakes and benchmarks, and shall have them reset at his expense when any are damaged, lost, displaced or removed. The Contractor shall use competent personnel and suitable equipment for the layout work required. The Contractor shall not engage the services of any person or persons in the employ of the SCDOT for the performance of any work covered by this item.

The Engineer will make random checks of the Contractor's staking to determine if the work is in substantial conformance with the plans. Where the Contractor's work will tie into work that is being or will be done by others, checks will be made to determine if the work is in conformance with the proposed overall grade and horizontal alignment. For bridge construction projects, the Contractor shall be required to provide bridge deck grades to the Engineer for review before placing deck forms.

If during the course of staking or construction work, unforeseen utilities and/or field conditions arise that conflict with construction as shown in the plans, the Contractor shall immediately notify the Engineer. The Engineer will review the Contractor's findings and adjust the lines and grades accordingly or arrange for the utility to relocate its facilities. The resulting adjustments will be provided to the Contractor so that his survey crew can perform the adjusted staking. Adjusted staking as described above shall be considered a normal consequence of construction. No additional compensation will be due to the Contractor for this work, or for any delays due to adjustments to staking.

Measurement and Payment. Measurement will be for each item of Construction Stakes, Lines, and Grades (For Bridge Only) contained in the contract.

Payment for each portion of this item in the project will be proportional to the amount of the relevant work completed. In no case shall the sum of all payments for this item be in excess of the total bid amount for Construction Stakes, Lines, and Grades (For Bridge Only), which price and payment shall be full compensation for a material, equipment, tools, labor, and incidental work, including computations, to complete the work.

Payment includes all direct and indirect costs and expenses required to complete the work.

Payment will be made under:

Item No.	Pay Item	Pay Unit
105081X	Construction Stakes, Lines And Grades (For Bridge Only)	Each

105.09 Authority and Duties of the Engineer's Representative. Authorized representatives of the Engineer may inspect all work done and materials furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication, or manufacture of the material to be used. Such inspection, however, shall not relieve the Contractor from any obligation to perform all of the work strictly in accordance with the requirements of the contract. The Engineer's representative shall have the authority to reject defective material and to suspend any work that is being improperly performed, subject to the final decision of the Engineer. The Engineer's representative will not be authorized to alter or waive the provisions of the contract, to approve or accept any portion of the work, or to issue instructions contrary to the plans and specifications. The Engineer's representative shall in no case act as superintendent or perform other duties for the Contractor, nor interfere with the management of the work by the latter. Any advice that the Engineer's representative may give the Contractor shall, in no way, be construed as binding the Engineer or the Department in any way, or as

releasing the Contractor from the fulfillment of the terms of the contract.

105.10 Inspection of the Work. The Contractor shall furnish the Engineer with every reasonable facility for ascertaining whether or not the work as performed and materials used are in accordance with the requirements and intent of the contract. The Contractor, at any time before final acceptance of the work, shall remove or uncover such portions of the finished work as may be directed by the Engineer. After examination by the Engineer, the Contractor shall restore said portions of the work to the standard required by the specifications. Should the work thus exposed and examined prove acceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed, shall be paid for as extra work; but should the work so exposed and examined prove unacceptable, the uncovering, or removing, and replacing of the covering or making good the parts removed, shall be at the Contractor's expense. Any work done or materials used without supervision or inspection by the Engineer or the Engineer's representative may be ordered removed and replaced at the Contractor's expense. Failure to reject any defective work or material shall not in any way prevent later rejection when such defect is discovered, or obligate the Department to final acceptance.

When any unit of government or political subdivision, public utility company, or any railroad corporation is to pay a portion of the cost of the work covered by the contract, its respective representatives shall have the right to inspect the work. Such inspection shall not make any unit of government or political subdivision or any railroad corporation or utility company a part of the contract and shall in no way interfere with the rights of the parties hereunder.

105.11 Removal of Unacceptable and Unauthorized Work. All work that does not conform to the requirements of the contract will be considered unacceptable, unless otherwise determined acceptable under the provisions in Subsec-

tion **105.03.**

Unacceptable work, whether the result of poor workmanship, use of defective materials, damage through carelessness or any other cause, found to exist before the final acceptance of the work, shall be removed immediately and replaced in an acceptable manner.

Where lines and grades are necessary, no work shall be done without lines and grades having been given by the Engineer. Work done contrary to the instructions of the Engineer, work done beyond the lines shown on the plans, or as given, except as herein specified, or any extra work done without authority, will be considered as unauthorized and will not be paid for under the provisions of the contract. Work so done may be ordered removed or replaced at the Contractor's expense.

Upon failure on the part of the Contractor to comply forthwith with any order of the Engineer made under the provisions of this Subsection, the Engineer will have authority to cause unacceptable work to be corrected, removed and replaced and unauthorized work to be removed and to deduct the costs from any moneys due or to become due the Contractor. In case no such moneys are available, the expense so incurred shall be paid by the Contractor's surety.

105.12 Load Restriction. The Contractor shall comply with all legal load restrictions in the hauling of materials on public roads beyond the limits of the project. A special permit will not relieve the Contractor of liability for damage which may result from the moving of materials or equipment.

The operation of equipment of such weight or so loaded as to cause damage to structures or the roadway or to any other type of construction will not be permitted. Hauling of materials over the base course or surface course under construction shall be limited as directed by the Engineer to prevent damage to any portion of the pavement structure. No

loads will be permitted on a concrete pavement, base course, or structure before the expiration of the curing period. No loads will be permitted on a portland cement stabilized base before the placing of the pavement, unless otherwise directed by the Engineer. In no case shall legal load limits be exceeded unless permitted in writing by the authority having jurisdiction over the road being used.

105.13 Failure to Maintain Roadway or Structure. If the Contractor, at any time, fails to comply with the provisions of Subsection **104.07**, the Engineer will immediately notify the Contractor of such non-compliance. If the Contractor fails to remedy unsatisfactory maintenance within twenty-four (24) hours after receipt of such notice, the Engineer may immediately proceed to maintain the project, and the entire cost of this maintenance will be deducted from monies due or to become due the Contractor on its contract.

105.14 Termination of Contract. The contract may be terminated by the Department for the following:

a. For Convenience. The Department may by written order terminate the contract or any portion thereof after determining that termination would be in the public interest. Such reasons for termination may include, but need not be necessarily limited to, executive orders of the President of the United States relating to prosecution of war or national defense, national emergency which creates a serious shortage of materials, insufficient funds by the Department due to extenuating circumstances, orders from duly constituted authorities relating to energy conservation, and restraining orders or injunctions obtained by third-party citizen action resulting from national or local environmental protection laws or where the issuance of such order or injunction is primarily caused by acts or omissions of persons or agencies other than the Contractor.

b. For Criminal Conviction. The Department may, by written order, terminate the contract after execution of the

contract documents upon the Contractor's conviction, or plea of guilty or nolo contendere as to an indictment charging activities that would result in the Contractor's disqualification as a bidder. At the Department's option, termination may be for convenience pursuant to Subsection **105.14(a)** above or for Default pursuant to Subsection **108.10**.

When the Department orders termination of a contract effective on a certain date, all completed items of work as of that date will be paid for at the contract bid price. Payment for partially completed work will be made either at agreed prices or by force account methods described elsewhere in these specifications. Items that are eliminated in their entirety by such termination shall be paid for as provided in Subsection **109.05**.

Acceptable materials, obtained by the Contractor for the work but which have not been incorporated therein, may, at the option of the Department, be purchased from the Contractor at actual cost delivered to a prescribed location, or otherwise disposed of as mutually agreed.

After receipt of Notice of Termination from the Department, the Contractor shall submit, within sixty (60) days of the effective termination date, its claim for additional damages or costs not covered above or elsewhere in these specifications. Such claim may include such cost items as reasonable idle equipment time, mobilization efforts, bidding and project investigative costs, overhead expenses attributable to the project terminated, actual idle labor cost if work is stopped in advance of termination date and guaranteed payments for private land usage as part of original contract. The intent of negotiating this claim would be that an equitable settlement figure be reached with the Contractor. In no event, however, will loss of anticipated profits be considered as part of any settlement.

The Contractor agrees to make his cost records available

to the extent necessary to determine the validity and amount of each item claimed.

Termination of a contract or portion thereof shall not relieve the Contractor of his contractual responsibilities for the work completed, nor shall it relieve the Surety of its obligation for and concerning any just claims arising out of the work performed.

105.15 Acceptance and Final Inspection.

A. Partial Acceptance. If at any time during the prosecution of the contract, the Contractor completes a segment of the project or section of such length that, in the opinion of the Engineer, is sufficient to justify an inspection, a final inspection of that segment or section may be made. If upon inspection the Engineer finds that the work has been satisfactorily completed in compliance with the contract, he may accept that segment as being completed and the Contractor may be relieved of further maintenance on the portion of the work included in the contract.

B. Final Acceptance. When the Engineer deems that the project is substantially complete, the Engineer shall promptly make an inspection. If all construction provided for and contemplated by the contract is found completed to the Engineer's satisfaction, that inspection shall constitute the final inspection and the Engineer will notify the Contractor in writing of final acceptance after the date of the final inspection.

If the work is not acceptable to the Engineer at the time of such inspection, the Contractor will be advised as to the particular corrective work to be performed before final acceptance.

105.16 Claims for Adjustment and Disputes. Whenever the Contractor believes that it is or will be entitled to additional compensation, whether due to delay, extra work,

breach of contract, or other causes arising out of or related to the contract, the Contractor shall follow the procedures set forth in this subsection.

A. Delay Claims. The term "delay" shall be deemed to mean any event, action, force, or factor that extends the Contractor's time of performance. This subsection is intended to cover all such events, actions, forces, or factors, whether they be styled "delay," "disruption," "interference," "impedance," "hindrance," or otherwise. The Contractor cannot compute delay damages on any basis other than the original contract completion date as properly adjusted for time extensions granted.

Within two weeks after determining that a delay has occurred, the Contractor must give the Department written notice of its intention to file a claim for delay damages. Notification shall be submitted to the Department on SCDOT Form No. 616, *Contractor Notice of Claim*.

The Department shall have no liability for any delay damages that accrued more than two weeks before the filing of such notice. Failure of the Contractor to give such written notice in a timely fashion will be grounds for denial of the claim.

The Contractor agrees that the failure to give notice will prejudice the Department and further agrees that the Department's conduct shall not constitute a waiver of this contractual notice requirement.

Compliance with the provisions of this subsection will be a condition precedent to any recovery of delay damages by the Contractor.

After giving the Department notice of intention to file a claim for delay damages, the Contractor must keep separate daily records of all labor, material, and equipment costs incurred for operations affected by the delay. The daily records must identify each operation affected by the

delay.

On a monthly basis after giving notice of intention to file a claim for delay damages, the Contractor shall prepare and submit to the Department's representative, written reports providing the following information:

1. Potential effect to the schedule caused by the delay.
2. Identification of all operations that the Contractor claims have been delayed, or are to be delayed.
3. Explanation of how the Department's act or omission delayed each operation and an estimation of how much time is required to complete the project
4. Itemization of all extra costs being incurred, including:
 - a. An explanation as to how these extra costs relate to the delay and complete details of the Contractor's method of measurements, calculations, and resultant quantifications.
 - b. Identification of all project employees for whom the Contractor seeks additional compensation.
 - c. Identification by make, model and manufacturer's number of all items of equipment for which the Contractor seeks additional compensation.

NOTE: When the status of the information or condition of Items 1, 2, 3, or 4 above is unchanged from the previous report, it is sufficient for the Contractor to so state, in writing, "*The status is un-*

changed from the previous report," and specify the date of the previous report.

B. Claims for Acceleration. The Department shall have no liability for any constructive acceleration. If the Department gives express written direction for the Contractor to accelerate its effort, then both parties shall execute a supplemental agreement as defined in Subsection **101.74**.

C. Other Claims If the Contractor believes that it should be entitled to additional compensation for reasons other than delay or acceleration, the Contractor shall notify the Engineer in writing of its intent to claim such additional compensation before beginning or proceeding further with the Work out of which such claim arises. Notification shall be submitted to the Department on SCDOT Form No. 616, *Contractor Notice of Claim*. If such notification is not given, then the Contractor waives its right to any additional compensation.

The liability of the Department for such claims shall be limited to those items of damages which are specifically identified as payable in connection with delay claims as set forth in Subsection **105.16D**. For such claims, the Department will have no liability for those items of damages identified as not payable in connection with delay claims as set forth in Subsection **105.16E**.

D. Recoverable Damages. Only the following items may be recovered by the Contractor as with respect to "delay" claims or "other" claims. The Department shall have no liability for damages beyond the following items.

1. Additional job site labor expenses.
2. Documented additional costs for materials.
3. Equipment costs, as determined in accordance with this subsection.

4. Documented costs of extended job site overhead.

5. An additional 10% of the total of items 1, 2, 3, and 4 above, for home office overhead and profit; however, in no case will this amount exceed the anticipated margin for home office overhead and profit provided for in the Contractor's original bid estimate. Additionally home office overhead margins paid to the Contractor, included in supplemental agreements, will be considered as partial or final compensation for these costs.

6. Bond costs.

7. Subcontractor costs, as determined by, and limited to, those items identified as payable under paragraphs 1, 2, 3, 4, 5, and 6 above.

For purposes of computing extra equipment costs, rates used shall be based on the Contractor's actual costs for each piece of equipment. These rates must be supported by equipment cost records furnished by the Contractor. In no case will equipment rates be allowed in excess of those in the *Rental Rate Blue Book*, with the appropriate adjustments noted in Subsection **109.04**. Stand-by rate will be 50% of the operating rate.

E. Non-Recoverable Damages. The parties agree that, in any claim for damages, the Department will have no liability for the following items of damages or expense:

1. Profit, in excess of that provided in Subsection **105.16D.5**.

2. Loss of profit.

3. Labor inefficiencies.

4. Home office overhead in excess of that pro-

vided in Subsection **105.16D.5**.

5. Consequential damages, including but not limited to loss of bonding capacity, loss of bidding opportunities and insolvency.

6. Interest and any other indirect costs or expenses of any nature other than those allowable under Subsection **105.16D.4**.

7. Attorneys fees, claims preparation expenses or costs of litigation.

F. Required Contents of Claims All claims must be submitted in writing, and must be sufficient in detail to enable the Engineer to ascertain the basis and the amount of each claim. All information submitted to the Department under this subsection will be used solely for analyzing and/or resolving the claim. At a minimum, the following information opposite a checkmark(✓) must be provided.

For Delay Claims	For Other Claims	Required Documentation
✓		1. A description of the operations that were delayed, the reasons for the delay, how they were delayed, including the report of all scheduling experts or other consultants, if any.
✓		2. An as-built chart, CPM scheme or other diagram depicting in graphic form how the operations were adversely affected.
	✓	3. A detailed factual statement of the claim providing all necessary dates, locations and items of work affected by the claim.

✓	✓	4. The date on which actions resulting in the claim occurred or conditions resulting in the claim became evident.
✓	✓	5. A copy of the <i>Contractor Notice of Claim</i> (SCDOT Form 616) filed for the specific claim by the Contractor.
✓	✓	6. The name, function, and activity of each Department official, or employee, involved in, or knowledgeable about facts that give rise to such claim.
✓	✓	7. The name, function, and activity of each Contractor or Subcontractor official, or employee, involved in, or knowledgeable about facts that gave rise to such claim.
	✓	8. The specific provisions of the contract that support the claim and a statement of the reasons why such provisions support the claim.
✓	✓	9. The identification of any pertinent documents, and the substance of any material oral communication relating to such claim.
✓	✓	10. A statement as to whether the additional compensation or extension of time sought is based on the provisions of the contract or an alleged breach of contract.
✓	✓	11. The amount of additional compensation sought and a breakdown of that amount into the categories specified as payable under Subsection 105.16D above.

✓	✓	12. If an extension of time is also sought, the specific days for which it is sought and the basis for such claim as determined by an analysis of the construction schedule. If a schedule is not required for the contract, the request for time will be analyzed based on other documentation as required in this subsection.
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G. Required Certification of Claims. When submitting the claim, the Contractor must certify in writing, under oath in accordance with the formalities required by South Carolina law, as to the following:

1. That the claim is made in good faith.
2. That supportive data is accurate and complete to the Contractor's best knowledge and belief.
3. That the amount of the claim accurately reflects what the Contractor in good faith believes to be the Department's liability.

The Contractor shall use the *CERTIFICATE OF CLAIM* form, which can be obtained from the Department, in complying with these requirements.

H. Auditing of Claims All claims filed against the Department shall be subject to audit at any time following the filing of such claim, whether or not such claim is part of a suit pending in the courts of this State. The audit may be performed by employees of the Department or by an independent auditor appointed by the Department. The audit may begin on ten days notice to the Contractor, Subcontractor or Supplier. The Contractor, Subcontractor or Supplier shall make a good faith effort to cooperate with the auditors. Failure of the Contractor, Subcontractor or Supplier to maintain and retain sufficient records to allow

the Department's auditor to verify the claim shall constitute a waiver of that portion of such claim that cannot be verified and shall bar recovery thereunder.

Without limiting the generality of the foregoing, and as a minimum, the auditors shall have available to them the following documents:

1. Daily time sheets and foreman's daily reports.
2. Union agreements, if any.
3. Insurance, welfare and benefits records.
4. Payroll register.
5. Earnings records.
6. Payroll tax returns.
7. Material invoices, purchase orders, and all material and supply acquisition contracts.
8. Material cost distribution worksheet.
9. Equipment records (list of company equipment, rates, etc.)
10. Vendor rental agreements and Subcontractor invoices.
11. Subcontractor payment certificates.
12. Canceled checks (payroll and vendors).
13. Job cost report.
14. Job payroll ledger.

15. General ledger, general journal, (if used) and all subsidiary ledgers and journals together with all supporting documentation pertinent to entries made in these ledgers and journals.

16. Cash Disbursements journal.

17. Financial statements for all years reflecting the operations on this project.

18. Income tax returns for all years reflecting the operations on this project.

19. Depreciation records on all company equipment whether such records are maintained by the company, its accountant, or others.

20. If a source other than depreciation records is used to develop costs for the Contractor's internal purposes in establishing the actual cost of owning and operating equipment, all such other source documents.

21. All documents which reflect the Contractor's actual profit and overhead during the years this Project was being performed and for each of the five (5) years before the commencement of this project.

22. All documents related to the preparation of the Contractor's bid including the final calculations on which the bid was based unless such documents are placed in escrow under other provisions of the contract.

23. All documents that relate to each and every claim together with all documents that support the amount of damages as to each claim.

24. Worksheets used to prepare the claim estab-

lishing the cost components for items of the claim including, but not limited to, labor, benefits and insurance, materials, equipment, Subcontractors, and all documents which establish the time periods, individuals involved, the hours and the rates for the individuals.

I. Remedies Exclusive. The parties agree that the Department shall have no liability to the Contractor for expenses, costs, or items of damage other than those that are specifically identified as payable under this subsection. In the event any legal action is instituted against the Department by the Contractor on account of any claim for additional compensation, whether on account of delay, acceleration, breach of contract, or otherwise, the Contractor agrees that the Department's liability will be limited to those items which are specifically identified as payable in this subsection.

105.17 General Design Features. Whenever the Contractor is called upon to furnish details of design not shown on plans, or otherwise specifically covered herein, and whenever any requirements of the plans or specifications are in any way ambiguous or uncertain as to meaning, it is mutually understood and agreed that the standards of good practices as set forth in the specifications of AASHTO shall govern.

SECTION 106

CONTROL OF MATERIAL

106.01 Source of Supply and Quality of Materials. The source of supply of each of the materials specified may be required to be approved by the Engineer before delivery is started, and representative preliminary samples shall be submitted as directed by the Engineer. Only materials con-