

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-

forming to the requirements of these specifications and approved by the Engineer shall be used in the work. The Engineer may, at his/her discretion, approve material at the source before delivery is started. If it is found that sources of supply previously approved do not furnish a uniform or satisfactory product, or if the product from any source proves unacceptable at any time, the Contractor shall furnish approved materials from other approved sources, and shall immediately remove any and all rejected materials from the job site. No material that has become unfit for use in any way shall be used in the work.

In case materials are specified which are not specifically covered in these specifications, such materials shall meet the requirements of the AASHTO specifications which were current on the date bids were advertised, or, when such materials are not covered in the AASHTO specifications, they shall meet the requirements of the ASTM specifications that were current on the date bids were advertised.

106.02 Local Material Sources. Sources of local materials which the Department will acquire and make available to the Contractor for the right to use the materials may be designated on the plans or by the Engineer. If the Contractor desires to use materials from sources other than those designated, it shall acquire the necessary rights to take materials from those sources and shall pay all costs related thereto, including any that result from an increase in length of haul.

106.03 Samples and Tests. The Contractor shall provide materials for samples to be taken for testing by the Engineer at no cost to the Department.

All materials proposed to be used in the construction of the work shall be properly examined, tested, and approved by the Engineer before being incorporated into the work. Any work in which such materials are used without prior test and approval or written permission of the Engineer shall be performed at the Contractor's risk and may be considered as

defective and unauthorized, and may not be accepted for payment. Tests will be made by and at the expense of the Department unless otherwise noted in the specifications or contract documents. Tests shall be made in accordance with the methods prescribed in the AASHTO *Standard Specifications for Highway Materials and Methods of Sampling and Testing* and *Interims* that were current on the date that bids were advertised, or in cases where no method is prescribed therein, the tests shall be made in accordance with the methods prescribed by the applicable ASTM specifications that were current on the date that bids were advertised. Materials to be used in the work may be inspected or tested at any time during their manufacture, preparation, or use.

106.04 Inspection of Bituminous Materials. *The Policy for Inspection and Use of Asphalt Cement and All Liquid Asphalt Materials* adopted by the South Carolina Department of Transportation current on the date when the project is advertised, shall be used. The Contractor shall comply with the provisions of the policy. A copy of this policy may be obtained from the:

Research and Materials Engineer
South Carolina Department of Transportation
PO Box 191
Columbia, SC 29202

106.05 Plant Inspection. The Engineer may undertake the inspection of materials at the sources.

If plant inspection is undertaken, the following conditions shall be met:

- a. The Engineer shall have the cooperation and assistance of the Contractor and the producer with whom the Contractor has contracted for materials and shall be furnished, free of charge, all reasonable and required facilities to assist in determining whether the materials meet the requirements of the specifications.

b. The Engineer shall have full entry at all times to such parts of the plant as may concern the manufacture or production of the materials being furnished.

c. Adequate safety measures shall be provided and maintained.

d. Materials tested and accepted at the source of supply may be re-tested. If, when re-tested, they do not meet the requirements of these specifications or those established for the specific project, they may be rejected.

106.06 Field Laboratory. At no expense to the Department, the Contractor shall provide an inspector's field laboratory fully equipped in accordance with the provisions of applicable specifications.

106.07 Storage of Materials. Materials shall be so stored as to insure the preservation of their quality and fitness for the work. When considered necessary, materials shall be placed on wooden platforms or other hard, clean surfaces and not on the ground and shall be placed under cover when directed. Stored materials shall be located to facilitate proper inspection. Different kinds and sizes of aggregates shall be kept separate during transportation, handling, and storage until used. If necessary, partitions of suitable height and strength shall be constructed between stockpiles to prevent different materials from becoming mixed. The inclusion of any foreign material will not be permitted.

Subject to the approval of the Engineer, portions of the right of way may be used for storage purposes and for the placing of the Contractor's plant and equipment, but any additional space required therefor must be provided by the Contractor at its expense. Private property shall not be used for storage purposes without written permission of the owner or lessee, and, if requested, copies of such written permission

shall be furnished to the Engineer. All storage sites shall be restored to their original condition by the Contractor at its expense.

106.08 Handling Materials. All materials shall be handled in such manner as to preserve their quality and fitness for the work. Aggregates shall be transported from the storage site to the work in tight vehicles so constructed as to prevent loss or segregation of materials. There will be no inconsistencies in the quantities of materials intended for incorporation in work as loaded and measured, and the quantities as actually received at the place of operations.

106.09 Unacceptable Material. All materials not conforming to the requirements of these specifications shall be considered as defective, and all such materials, whether in place or not, shall be rejected and removed immediately from the site of the work, unless otherwise instructed by the Engineer.

No rejected material, the defects of which have been subsequently corrected, shall be used until approval has been given by the Engineer. Should the Contractor fail or refuse to remove and replace the defective materials, whether in place or not, or to make any necessary corrections in an acceptable manner and in accordance with the requirements of these specifications, within the time indicated, in writing, the Engineer shall have the authority to cause the unacceptable or defective materials or work to be removed and replaced or corrected. Any expense incurred by the Department in making these removals, replacements, or corrections, that the Contractor has failed or refused to make, shall be paid for out of any monies due, or that may become due, the Contractor. If no such monies are available, the expense so incurred shall be charged against the Contractor's surety.

106.10 Material Guaranty. After any contract is awarded, the Contractor may be required to furnish a complete statement of the origin, composition, manufacture, and guaranteed performance of any or all materials to be used in the con-

struction of the work, together with samples. These samples may be subjected to the tests provided for in these specifications to determine their quality and fitness for the work.

106.11 Material Pit Acquisition and Testing. When the Contractor is required to provide material pits, the Department may, at the discretion of the Engineer, exercise its right of Eminent Domain in the acquisition of the land. All related costs shall be borne by the Contractor.

When the Contractor is required to furnish materials from pits, the Contractor shall be responsible for obtaining any samples necessary for evaluating the pit material. The Department may furnish the necessary equipment and operator for drilling test holes at locations and to depths designated by the Contractor. The Contractor shall obtain the aforesaid samples of the drilled material and submit the samples to the Department's Research and Materials Laboratory for appropriate tests. These tests shall be made in accordance with standard testing procedures and the test results will be furnished by the Department to the Contractor for its information in evaluating the proposed pit sites.

The Contractor is to designate the drilling location and obtain the samples. The Department assumes no responsibility in the testing services other than the accuracy of the test of the material furnished by the Contractor for testing.

The Department's furnishing of the above described service shall generally be limited to the lesser of 2 test holes and 2 sample tests per acre or 2 tests per 16,000 CY of the planned quantity of material.