

IN THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM GREENWOOD COUNTY
Court of Common Pleas

Eugene C. Griffith, Jr., Circuit Court Judge

Case No. 2012-CP-24-00574
Appellate Case No. 2014-002749

Miller Construction Company, LLC.....Respondent/Appellant

v.

PC Construction of Greenwood, Inc. and Safeco Insurance Company of
America..... Appellants/Respondents

RECORD ON APPEAL

E. Wade Mullins III
Caitlin Creswick Heyward
Bruner Powell Wall & Mullins, LLC
1735 St. Julian Place (29204)
Post Office Box 61110
Columbia, South Carolina 29260-1110
P: 803-252-7693
Attorneys for Appellants/Respondents

David J. Brousseau
McIntosh Sherard Sullivan & Brousseau
Post Office Box 197
Anderson, South Carolina 29622-0197
P: 864-225-0001
Attorneys for /Respondent/Appellant

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2. Do not stockpile topsoil within tree protection zones.
3. Dispose of excess topsoil as specified for surplus soil material in disposal article below.

3.7 SITE IMPROVEMENTS

- A. Remove existing above- and below-grade improvements as indicated and as necessary to facilitate new construction.
- B. Remove slabs, paving, curbs, gutters, and aggregate base as indicated.
 1. Unless existing full-depth joints coincide with line of demolition, neatly saw-cut length of existing pavement to remain before removing existing pavement. Saw-cut faces vertically.
 2. Paint cut ends of steel reinforcement in concrete to remain to prevent corrosion.

3.8 DISPOSAL

- A. Disposal: Remove surplus soil material, unsuitable topsoil, obstructions, demolished materials, and waste materials including trash and debris, and legally dispose of them off Owner's property.
 1. Do not burn or chip demolished or waste materials on Owner's property.
 2. Separate recyclable materials produced during site clearing from other nonrecyclable materials. Store or stockpile without intermixing with other materials and transport them to recycling facilities.

END OF SECTION 311000

Def. 2

SECTION 33 4100 - STORM DRAINAGE SYSTEM

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes gravity-flow, nonpressure storm drainage outside the building with the following components:
 - 1. Pipe culverts.
 - 2. Drains.
 - 3. Drainage structures.
 - 4. Channel drainage systems.
 - 5. Outlet protection.
 - 6. Manholes.

1.3 DEFINITIONS

- A. CMP: Corrugated Metal Pipe (Steel)
- B. DIP: Ductile iron pipe
- C. Drainage Structures: catch basins, curb inlets, junction boxes, weir inlets, pond outlet structures.
- D. HDPE: High density polyethylene pipe
- E. LLDPE: Linear low-density, polyethylene plastic.
- F. NPS: Nominal pipe size
- G. PE: Polyethylene plastic.
- H. PP: Polypropylene plastic.
- I. PVC: Polyvinyl chloride plastic.
- J. SRCP: Reinforced Concrete Pipe (sealant joints)
- K. GRCP: Reinforced Concrete Pipe (gasket joints)

1.4 PERFORMANCE REQUIREMENTS

- A. Gravity-Flow, Nonpressure, Drainage-Piping Pressure Rating: Pipe joints shall be at least silt-tight, unless otherwise indicated.

1.5 SUBMITTALS

- A. Product Data: For the following:
 - 1. Special pipe fittings.
 - 2. Pipe culverts.
 - 3. Drains.
 - 4. Channel drainage systems.
 - 5. Outlet protection
- B. Shop Drawings: Include plans, elevations, sections, details, and frames and covers for the following:
 - 1. Manholes.
 - 2. Drainage structures.
- C. Field quality-control test reports.
- D. Minutes of preinstallation conference.

1.6 QUALITY ASSURANCE

- A. Authorities Having Jurisdiction: Conform to requirements of all authorities having jurisdiction.
 - 1. Where conflicts exist between the requirements of the Contract Documents and those of authorities having jurisdiction, the higher quality or more restrictive requirement shall apply.
- B. Preinstallation Conference: Conduct conference to comply with requirements in Division 01 Section "Project Management and Coordination."
 - 1. Review methods and procedures related to storm drainage installation including, but not limited to, the following:
 - a. Review requirements of the authorities having jurisdiction.
 - b. Review site conditions and preparatory work.
 - c. Review requirements for protecting work.
 - d. Review and finalize construction schedule and verify availability of materials, installer's personnel, equipment, and facilities needed to make progress and avoid delays.
 - e. Review inspection schedule and procedures required to monitor and document quality assurance.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Do not store plastic materials in direct sunlight. Support to prevent sagging and bending.
- B. Protect pipe, pipe fittings, and seals from dirt and damage.
- C. Handle manholes, drainage structures and pipe culverts according to manufacturer's written rigging instructions.

1.8 PROJECT CONDITIONS

- A. Interruption of Existing Storm Drainage Service: Do not interrupt service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary service according to requirements indicated:
 - 1. Notify Architect no fewer than two days in advance of proposed interruption of service.
 - 2. Do not proceed with interruption of service without Architect's written permission.

PART 2 - PRODUCTS

2.1 HIGH DENSITY POLYETHYLENE PIPE AND FITTINGS (HDPE)

- A. Corrugated HDPE Drainage Pipe and Fittings NPS 10 and Smaller: AASHTO M 252M, Type S, with smooth waterway for coupling joints
 - 1. Silt-tight Couplings: HDPE sleeve with ASTM D 1056, Type 2, Class A, Grade 2 gasket material that mates with tube and fittings.
- B. Corrugated HDPE Pipe and Fittings NPS 12 to NPS 48: AASHTO M 294M, Type S, with smooth waterway for coupling or integral bell and spigot joints.
 - 1. Water-tight Couplings: Bell to bell HDPE couplers or integral bell and spigot joints with ASTM F 447, elastomeric seals that mate with pipe and fittings.
 - 2. Finished joint system shall meet the requirements of ASTM D 3212.

2.2 POLYVINYL CHLORIDE PLASTIC PIPE AND FITTINGS (PVC)

- A. PVC Sewer Pipe and Fittings, NPS 15 and Smaller: ASTM D 3034, SDR 26, with bell-and-spigot ends for gasketed joints with ASTM F 477, elastomeric seals.
 - 1. Finished joint system shall meet the requirements of ASTM D 3212.

2.3 CONCRETE PIPE (GRCP and SRCP)

- A. Reinforced-Concrete Sewer Pipe: ASTM C 76, with bell-and-spigot or groove and tongue ends.
 - 1. Class III, Wall B.
 - 2. Joints shall be as follows:
 - a. Where indicated as GRCP on Drawings: gasketed joints with ASTM C 443, rubber gaskets.
 - b. Where indicated as SRCP on Drawings: sealant joints with ASTM C 990, bitumen or butyl-rubber sealant.

2.4 GEOTEXTILES

- A. Pipe Joint Wrap Geotextile: Nonwoven needle-punched geotextile, manufactured for subsurface drainage applications, made from polyolefins or polyesters; with elongation greater than 50 percent; complying with AASHTO M 288 and the following, measured per test methods referenced:
 - 1. Width: Min. 18" or sufficient to extend beyond the joint and base of pipe bell at least 6 inches on each side.
 - 2. Length: One continuous piece of sufficient length to extend around the entire pipe circumference with a 12" overlap.
 - 3. Survivability: Class 2; AASHTO M 288.
 - 4. Grab Tensile Strength: 157 lbf; ASTM D 4632.
 - 5. Sewn Seam Strength: 142 lbf; ASTM D 4632.
 - 6. Tear Strength: 56 lbf; ASTM D 4533.
 - 7. Puncture Strength: 56 lbf; ASTM D 4833.
 - 8. Apparent Opening Size: No. 40 sieve, maximum; ASTM D 4751.
 - 9. Permittivity: 0.5 per second, minimum; ASTM D 4491.
 - 10. UV Stability: 50 percent after 500 hours' exposure; ASTM D 4355.

2.5 NONPRESSURE-TYPE PIPE COUPLINGS

- A. Comply with ASTM C 1173, elastomeric, sleeve-type, reducing or transition coupling, for joining underground nonpressure piping. Include ends of same sizes as piping to be joined, and stainless steel tension band and tightening mechanism on each end.
- B. Sleeve Materials:
 - 1. For Dissimilar Pipes: ASTM D 5926, PVC or other material compatible with pipe materials being joined.
- C. Unshielded Flexible Couplings: Elastomeric sleeve with stainless steel shear ring and stainless steel-metal tension band and tightening mechanism on each end.
 - 1. Manufacturers:

- a. Dallas Specialty & Mfg. Co.
 - b. Fernco Inc.
 - c. Logan Clay Products Company (The).
 - d. Mission Rubber Company; a division of MCP Industries, Inc.
 - e. NDS Inc.
 - f. Plastic Oddities, Inc.
- D. Ring-Type Flexible Couplings: Elastomeric compression seal with dimensions to fit inside bell of larger pipe and for spigot of smaller pipe to fit inside ring.
1. Manufacturers:
 - a. Fernco Inc.
 - b. Logan Clay Products Company (The).
 - c. Mission Rubber Company; a division of MCP Industries, Inc.

2.6 DRAINS

- A. Gray-Iron Area Drains: ASME A112.21.1M, round body with anchor flange and round grate. Include bottom outlet with inside call or spigot connection, of sizes indicated.
1. Manufacturers:
 - a. Josam Company.
 - b. MIFAB Manufacturing, Inc.
 - c. Smith, Jay R. Mfg. Co.
 - d. Wade Div.; Tyler Pipe.
 - e. Watts Industries, Inc.
 - f. Watts Industries, Inc.; Enpoco, Inc. Div.
 - g. Zurn Industries, Inc.; Zurn Specification Drainage Operation.
 2. Top-Loading Classification(s): Medium duty.

2.7 MANHOLES

- A. Standard Precast Concrete Manholes: ASTM C 478, precast, reinforced concrete, of depth indicated, with provision for sealant joints.
1. Diameter: 48 inches minimum or as required to accommodate pipe size, unless otherwise indicated.
 2. Ballast: Increase thickness of precast concrete sections or add concrete to base section, as required to prevent flotation.
 3. Base Section: 6-inch minimum thickness for floor slab and 4-inch minimum thickness for walls and base riser section, and having separate base slab or base section with integral floor.
 4. Riser Sections: 4-inch minimum thickness, and lengths to provide depth indicated.
 5. Top Section: Eccentric-cone type unless concentric-cone or flat-slab-top type is indicated. Top of cone of size that matches grade rings.

6. Joint Sealant: ASTM C 990, bitumen or butyl rubber.
7. Resilient Pipe Connectors: ASTM C 923, cast or fitted into manhole walls, for each pipe connection.
8. Steps: Individual ASTM A 615/A 615M, deformed, 1/2-inch steel reinforcing rods encased in ASTM D 4101, PP wide enough to allow worker to place both feet on 1 step and designed to prevent lateral slippage off of step. Cast or anchor steps into sidewalls at 12 to 16-inch intervals. Omit steps if total depth from floor of manhole to finished grade is less than 60 inches.
9. Adjusting Rings: Interlocking rings with level or sloped edge in thickness and diameter matching manhole frame and cover. Include sealant recommended by ring manufacturer.
10. Flat Slab Adapters For Transition to Square Drainage Structures: Precast reinforced concrete in accordance with Section 719 of the South Carolina Department of Transportation Standard Specifications for Highway Construction.
 - a. Configuration: as indicated on South Carolina Department of Transportation Standard Drawing 719-425.
11. Manhole Frames and Covers: Ferrous; 24 inch ID by 7 to 9 inch riser with 4 inch minimum width flange and 26 inch diameter cover. Include indented top design with lettering cast into cover, using wording or design required by agency having authority. Where no specific wording or design is required by agency, wording equivalent to "STORM SEWER" shall be cast.
 - a. Material: ASTM A 48, Class 35 gray iron, unless otherwise indicated.
 - b. Protective Coating: Foundry-applied, SSPC-Paint 16, coal-tar, epoxy-polyamide paint; 10-mil minimum thickness applied to all surfaces, unless otherwise

2.8 CONCRETE

- A. General: Class 3000 concrete in accordance with Section 701 of the South Carolina Department of Transportation Standard Specifications for Highway Construction.
- B. Portland Cement Design Mix: 3000 psi minimum, with 0.45 maximum water-cementitious materials ratio.
 1. Reinforcement Fabric: ASTM A 185, steel, welded wire fabric, plain.
 2. Reinforcement Bars: ASTM A 615/A 615M, Grade 60, deformed steel.

2.9 POLYMER-CONCRETE, CHANNEL DRAINAGE SYSTEMS

- A. Description, General: Modular system of precast, polymer-concrete channel sections, grates, and appurtenances; designed so grates fit into channel recesses without rocking or rattling. Include number of units required to form total lengths indicated.
- B. Manufacturers:
 1. ABT, Inc. (SportsEdge)
 2. ACO Polymer Products, Inc.

3. Innovative Plastics Products, Inc.
4. Mea-Josam Div.; Josam Company.
5. Strongwell; Lenoir City Div.

C. Sloped-Invert, Polymer-Concrete Systems: Include the following components:

1. Channel Sections: Interlocking-joint, precast, modular units with end caps. Include 4-inch inside-width and deep, rounded bottom, with built-in invert slope of 0.6 percent and with outlets in number, sizes, and locations indicated. Include extension sections necessary for required depth.
 - a. Frame: Include integral frame for grate.
2. Grates with slots or perforations that fit recesses in channels.
 - a. Material: Galvanized steel.
3. Locking Mechanism: Manufacturer's standard device for securing grates to channel sections.

D. Drainage Specialties: Precast, polymer-concrete units

1. Large Catch Basins: 24 by 12-inch polymer-concrete body, with outlets in number and sizes indicated. Include gray-iron slotted grate.
 - a. Frame: Include gray-iron or steel frame for grate.
2. Small Catch Basins: 19 to 24 inch by approximately 6 inch polymer-concrete body, with outlets in number and sizes indicated. Include gray-iron slotted grate.
 - a. Frame: Include gray-iron or steel frame for grate.

E. Supports, Anchors, and Setting Devices: Manufacturer's standard, unless otherwise indicated.

F. Channel-Section Joining and Fastening Materials: As recommended by system manufacturer.

2.10 CONCRETE DRAINAGE STRUCTURES

A. Drainage Structure Boxes: Precast reinforced concrete in accordance with Section 719 of the South Carolina Department of Transportation Standard Specifications for Highway Construction.

1. Design: ASTM C 913, designed according to ASTM C 890 for A-16 (ASSHTO HS20-44), heavy-traffic, structural loading.
2. Configuration: as indicated on South Carolina Department of Transportation Standard Drawing 719-305.
3. Depth and Size: as indicated on Drawings.
4. Pipe Openings: as required for pipe size and location.

- a. Must be integral to design and provided at time of original casting.
 - b. Where possible, orient structure so pipes enter through walls. Pipes may enter through corners provided a minimum of 6" wall space is provided to top and other openings.
 5. Risers: Precast reinforced concrete as indicated on South Carolina Department of Transportation Standard Drawing 719-315.
 6. Steps: Individual ASTM A 615/A 615M, deformed, 1/2-inch steel reinforcing rods encased in ASTM D 4101, PP wide enough to allow worker to place both feet on 1 step and designed to prevent lateral slippage off of step. Cast or anchor steps into sidewalls at 12 to 16-inch intervals. Omit steps if total depth from floor of box to finished grade is less than 54 inches.
 7. Joint Sealant: ASTM C 990, bitumen or butyl rubber.
 8. Mortar and Grout: Comply with ASTM C 270, Type M or S.
- B. Catch Basins: Conforming to Section 719 of the South Carolina Department of Transportation Standard Specifications for Highway Construction.
1. Transitional Top Slabs (where required): At a minimum, as indicated on South Carolina Department of Transportation Standard Drawing 719-330 with additional reinforcing as required for opening.
 2. Frames and Grates: as indicated on Drawings or as required by agency having authority.
 - a. Cast Iron: conforming to AASHTO M 105, Class 35B.
 - b. Steel Tubing: conforming to ASTM A 53, Schedule 80.
 - c. All finished frames and grates shall conform to the alternate load test of AASHTO M 306.
- C. Junction Boxes: Conforming to Section 719 of the South Carolina Department of Transportation Standard Specifications for Highway Construction.
1. Top Slabs: At a minimum, as indicated on South Carolina Department of Transportation Standard Drawing 719-330 with additional reinforcing as required for opening.
 2. Frames and Covers: Ferrous; 24-inch ID by 7- to 9-inch riser with 4-inch minimum width flange and 26-inch diameter cover. Include indented top design with lettering cast into cover, using wording or design required by agency having authority. Where no specific wording or design is required by agency, wording equivalent to "STORM SEWER" shall be cast.
 - a. Material: ASTM A 48, Class 35 gray iron, unless otherwise indicated.
 - b. Protective Coating: Foundry-applied, SSPC-Paint 16, coal-tar, epoxy-polyamide paint; 10-mil minimum thickness applied to all surfaces, unless otherwise
- D. Curb Inlets: Conforming with Section 719 of the South Carolina Department of Transportation Standard Specifications for Highway Construction.

1. Top Slabs and Throats: As indicated on Drawings and conforming to South Carolina Department of Transportation Standard Drawings 719-016, 719-017, and 719-018 as applicable.
 2. Throat Transitions to Curb: Cast-in-place concrete, hand formed to provide smooth transition to adjoining curb. Finish to match adjoining curb.
 3. Frames and Covers: Ferrous; 24 inch ID. Frame designed to be embedded in concrete with top flush to concrete surface. 2-1/2 inch minimum width flange and 24 inch diameter cover. Include indented top design with lettering cast into cover, using wording or design required by agency having authority. Where no specific wording or design is required by agency, wording equivalent to "STORM SEWER" shall be cast.
 - a. Material: ASTM A 48, Class 35 gray iron, unless otherwise indicated.
 - b. Protective Coating: Foundry-applied, SSPC-Paint 16, coal-tar, epoxy-polyamide paint; 10-mil minimum thickness applied to all surfaces, unless otherwise
- E. Gutter Inlets: Conforming to Section 719 of the South Carolina Department of Transportation Standard Specifications for Highway Construction.
1. Transitional Top Slabs (where required): At a minimum, as indicated on South Carolina Department of Transportation Standard Drawing 719-330 with additional reinforcing as required for opening.
 2. Frames and Grates: as indicated on Drawings or as required by agency having authority.
 - a. Cast Iron: conforming to AASHTO M 105, Class 35B.
 - b. Steel Tubing: conforming to ASTM A 53, Schedule 80.
 - c. All finished frames and grates shall conform to the alternate load test of AASHTO M 306.
- F. Weir Inlets: Conforming to Section 719 of the South Carolina Department of Transportation Standard Specifications for Highway Construction.
1. Top Slabs: At a minimum, as indicated on South Carolina Department of Transportation Standard Drawing 719-330 with additional reinforcing as required for opening.
 2. Frames and Covers: Ferrous; 24 inch ID. Frame designed to be embedded in concrete with top flush to concrete surface. 2-1/2 inch minimum width flange and 24 inch diameter cover. Include indented top design with lettering cast into cover, using wording or design required by agency having authority. Where no specific wording or design is required by agency, wording equivalent to "STORM SEWER" shall be cast.
 - a. Material: ASTM A 48, Class 35 gray iron, unless otherwise indicated.
 - b. Protective Coating: Foundry-applied, SSPC-Paint 16, coal-tar, epoxy-polyamide paint; 10-mil minimum thickness applied to all surfaces, unless otherwise
- G. Pond Outlet Structures: Conforming to Section 719 of the South Carolina Department of Transportation Standard Specifications for Highway Construction.

1. Top Slabs (where indicated): At a minimum, as indicated on South Carolina Department of Transportation Standard Drawing 719-330 with additional reinforcing as required for opening.
2. Frames and Covers (where indicated): Ferrous; 24 inch ID. Frame designed to be embedded in concrete with top flush to concrete surface. 2-1/2 inch minimum width flange and 24 inch diameter cover. Include indented top design with lettering cast into cover, using wording or design required by agency having authority. Where no specific wording or design is required by agency, wording equivalent to "STORM SEWER" shall be cast.
 - a. Material: ASTM A 48, Class 35 gray iron, unless otherwise indicated.
 - b. Protective Coating: Foundry-applied, SSPC-Paint 16, coal-tar, epoxy-polyamide paint; 10-mil minimum thickness applied to all surfaces, unless otherwise
3. Frames and Grates (where indicated): as indicated on Drawings or as required by agency having authority.
 - a. Cast Iron: conforming to AASHTO M 105, Class 35B.
 - b. Steel Tubing: conforming to ASTM A 53, Schedule 80.
 - c. Plastic: HDPE
4. Fastenings: Stainless steel, as recommended by manufacturer.

2.11 PVC DRAINAGE STRUCTURES

- A. Drain Basins: Nyloplast type or approved equal, manufactured from PVC pipe stock meeting the requirements of ASTM D 3034. Fabrication shall utilize a thermo-molding process to reform the pipe stock to the required configuration. The pipe connection stubs shall be manufactured from PVC pipe stock and formed to provide a watertight connection with the indicated pipe material. Finished joint system shall meet the requirements of ASTM D 3212.
 1. Grates: Ductile Iron meeting the requirements or ASTM A 536, Grade 70-50-05.
 - a. Furnished by the same manufacturer as part of an integral system.
 - b. Shall be capable of supporting ASSHTO H-25 loading.
 - c. Protective Coating: Foundry-applied black paint.
 2. Manufacturers:
 - a. Advanced Drainage Systems, Inc.
 - b. Hancor, Inc.
- B. Inline Drains: Nyloplast type or approved equal, manufactured from PVC pipe stock meeting the requirements of ASTM D 3034. Fabrication shall utilize a thermo-molding process to reform the pipe stock to the required configuration. The pipe connection stubs shall be manufactured from PVC pipe stock and formed to provide a watertight connection with the indicated pipe material. Finished joint system shall meet the requirements of ASTM D 3212.
 1. Grates: Ductile Iron meeting the requirements or ASTM A 536, Grade 70-50-05.

- a. Furnished by the same manufacturer as part of an integral system.
- b. Shall be capable of supporting ASSHTO H-25 loading.
- c. Protective Coating: Foundry-applied black paint.

2. Manufacturers:

- a. Advanced Drainage Systems, Inc.
- b. Hancor, Inc.

2.12 PIPE INLETS AND OUTLETS

- A. Riprap: Broken, irregular size and shape, graded stone conforming to Section 804 of the South Carolina Department of Transportation Standard Specifications for Highway Construction

1. Gradation: Class B.

- B. Turf Reinforcement Mat: Three dimensional, woven, highly UV resistant, polypropylene geotextile specifically designed for erosion control applications on steep slope and high velocity, vegetated waterway applications. Conforming to FHWA FP-03, Section 713.18. Include manufacturer's recommended installation anchor materials.

1. Manufacturers:

- a. Propex Geosynthetics: (Pyramat)
- b. North American Green: (P550)
- c. American Excelsior Co.: (Recyclex)

PART 3 - EXECUTION

3.1 EARTHWORK

- A. Excavation, trenching, and backfilling are specified in Section titled "Earth Moving."
- B. Protect and maintain erosion and sedimentation controls, which are specified in Section titled "Site Clearing," during earthwork operations.

3.2 PIPING INSTALLATION

- A. General Locations and Arrangements: Drawing plans and details indicate location and arrangement of underground storm drainage piping. Location and arrangement of piping layout take design considerations into account. Install piping as indicated. Where specific installation is not indicated, follow piping manufacturer's written instructions.

- B. Install piping beginning at low point, true to grades and alignment indicated with unbroken continuity of invert. Place bell ends of piping facing upstream. Install gaskets, seals, sleeves, and couplings according to manufacturer's written instructions for use of lubricants, cements, and other installation requirements.
- C. Install manholes or drainage structures for changes in direction unless fittings are indicated. Use manholes or drainage structures for branch connections unless direct connection into existing sewer is indicated.
- D. Install proper size increasers, reducers, and couplings where different sizes or materials of pipes and fittings are connected. Reducing size of piping in direction of flow is prohibited.
- E. Tunneling: Install pipe under streets or other obstructions that cannot be disturbed by tunneling, jacking, or a combination of both.
- F. Install gravity-flow, nonpressure drainage piping according to the following as applicable:
 - 1. Install piping pitched down in direction of flow, at minimum slope of 0.20 percent, unless otherwise indicated.
 - 2. Install piping below frost line.
 - 3. Install HDPE corrugated sewer piping according to CPPA's "Recommended Installation Practices for Corrugated Polyethylene Pipe and Fittings."
 - 4. Install PVC sewer piping according to ASTM D 2321 and ASTM F 1668.
 - 5. Install reinforced-concrete sewer piping, elliptical concrete pipe, and concrete box culverts according to ASTM C 1479 and ACPA's "Concrete Pipe Installation Manual."

3.3 PIPE JOINT CONSTRUCTION

- A. Join gravity-flow, nonpressure drainage piping according to the following as applicable:
 - 1. Join corrugated HDPE piping according to CPPA 100 and the following:
 - a. Use silttight couplings for Type 2, silttight joints.
 - b. Use watertight couplings for Type 3, watertight joints.
 - 2. Join PVC sewer piping according to ASTM D 2321 and ASTM D 3034 for elastomeric-seal joints or ASTM D 3034 for elastomeric gasket joints.
 - 3. Join reinforced-concrete sewer piping according to ASTM C 1479 and ACPA's "Concrete Pipe Installation Manual" for rubber-gasket, bitumen, or butyl-rubber sealant joints as applicable.
 - 4. Join dissimilar pipe materials with nonpressure-type flexible couplings.
- B. Wrap pipe joints with pipe joint wrap geotextile at least 18 inches in width. For larger pipe diameters where an 18 inch width is insufficient to completely cover the pipe bell, use a width sufficient to cover and extend beyond the bell at least 6 inches.

3.4 DRAIN INSTALLATION

- A. Install type of drains in locations indicated.
 - 1. Use medium-duty, top-loading classification drains in landscaped or foot-traffic areas.
 - 2. Use heavy-duty, top-loading classification drains in vehicle-traffic service areas.
 - 3. Use extra-heavy-duty, top-loading classification drains in roads areas.
- B. Embed drains in 4-inch minimum depth of concrete around bottom and sides.
- C. Fasten grates to drains if indicated.
- D. Set drain frames and covers with tops flush with pavement surface.
- E. Assemble trench sections with flanged joints.
- F. Embed trench sections in 4-inch minimum concrete around bottom and sides.

3.5 MANHOLE INSTALLATION

- A. General: Install manholes, complete with appurtenances and accessories indicated.
- B. Install precast concrete manhole sections according to ASTM C 891.
- C. For manholes that occur in pavements, set tops of frames and covers flush with finished surface. Set tops 2 inches above finished surface elsewhere, unless otherwise indicated.

3.6 CONCRETE DRAINAGE STRUCTURE INSTALLATION

- A. General: Install drainage structures, complete with appurtenances and accessories indicated.
- B. Install precast concrete drainage structure sections according to ASTM C 891.
- C. Set tops, frames, grates and covers to elevations indicated.
- D. Fabricate inlet throats to shape and elevations indicated.
- E. Seal and grout all opening around pipe penetrations watertight.

3.7 PVC DRAINAGE STRUCTURE INSTALLATION

- A. Install manufactured, PVC drainage structures, complete with appurtenances and accessories indicated, according to manufacturer's written instructions and the following:
 - 1. Install PVC drainage structures according to ASTM D 2321 and ASTM F 1668.

2. Join piping to structure according to ASTM D 2321 and ASTM D 3034 for elastomeric-seal joints or ASTM D 3034 for elastomeric gasket joints.
3. Finished joint system shall meet the requirements of ASTM D 3212.

- B. Set frames, grates and covers to elevations indicated.

3.8 PIPE INLET AND OUTLET INSTALLATION

- A. Install outlets that spill onto grade, with flared end sections that match pipe, where indicated.
- B. Construct riprap of broken stone, as indicated.
- C. Install turf reinforcement mat as indicated and in accordance with manufacturer's written instructions.

3.9 CONCRETE PLACEMENT

- A. Place cast-in-place concrete according to Sections 701, and 702 of the South Carolina Department of Transportation Standard Specifications for Highway Construction for measuring, mixing, transporting, and placing concrete.

3.10 CHANNEL DRAINAGE SYSTEM INSTALLATION

- A. Assemble and install components according to manufacturer's written instructions.
- B. Install with top surfaces of components, except piping, flush with finished surface.
- C. Assemble channel sections to form slope down toward drain outlets. Use sealants, adhesives, fasteners, and other materials recommended by system manufacturer.
- D. Embed channel sections and drainage specialties in 4 inch minimum concrete around bottom and sides.
- E. Fasten grates to channel sections if indicated.

3.11 IDENTIFICATION

- A. Materials and their installation are specified in Section titled "Earth Moving." Arrange for installation of green warning tape directly over piping and at outside edge of underground structures.
 1. Use detectable warning tape over piping and over edges of underground structures.

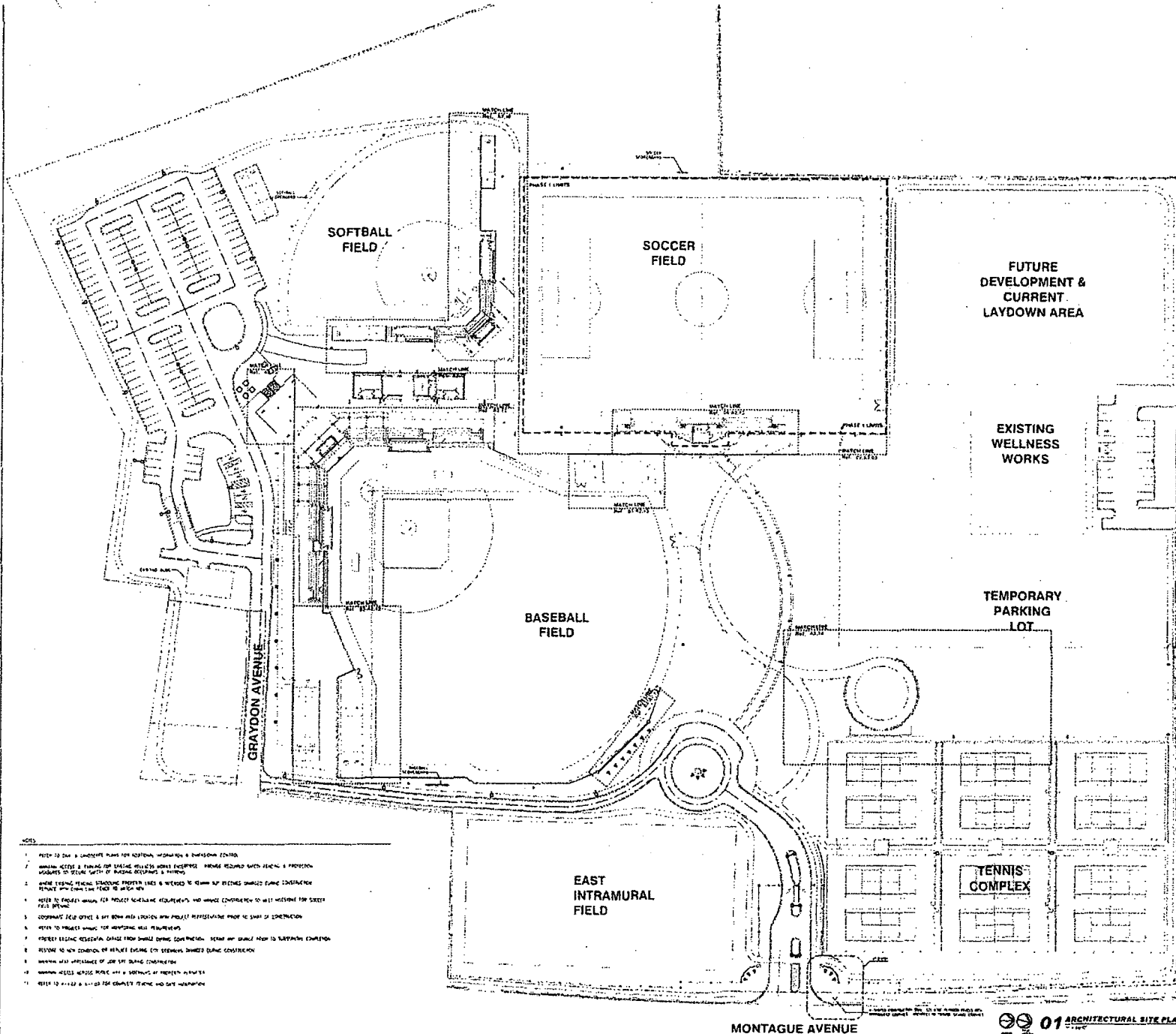
3.12 FIELD QUALITY CONTROL

- A. Inspect interior of piping to determine whether line displacement or other damage has occurred. Inspect after approximately 24 inches of backfill is in place, and again at completion of Project.
 - 1. Submit separate reports for each system inspection.
 - 2. Defects requiring correction include the following:
 - a. Alignment: Less than full diameter of inside of pipe is visible between structures.
 - b. Deflection: Flexible piping with deflection that prevents passage of ball or cylinder of size not less than 95 percent of piping diameter.
 - c. Crushed, broken, cracked, or otherwise damaged piping.
 - d. Infiltration: Water leakage into piping.
 - e. Exfiltration: Water leakage from or around piping.
 - 3. Replace defective piping using new materials, and repeat inspections until defects are within allowances specified.
 - 4. Reinspect and repeat procedure until results are satisfactory.
- B. Test new piping systems, and parts of existing systems that have been altered, extended, or repaired, for leaks and defects.
 - 1. Do not enclose, cover, or put into service before inspection and approval.
 - 2. Test completed piping systems according to authorities having jurisdiction.
 - 3. Schedule tests and inspections by authorities having jurisdiction with at least 24 hours' advance notice.
 - 4. Submit separate report for each test.
- C. Leaks and loss in test pressure, if applicable, constitute defects that must be repaired.
- D. Replace leaking piping using new materials, and repeat testing until leakage is within allowances specified.

3.13 CLEANING

- A. Clean interior of piping of dirt and superfluous materials. Collect flushed materials in sediment trapping devices: do not flush into downstream drainage systems or receiving waterbodies.

END OF SECTION 33 4100



- NOTES**
1. REFER TO DWG. 01-01 FOR ADDITIONAL INFORMATION & DIMENSIONAL CONTROL.
 2. MAINTAIN ACCESS & PARKING FOR EXISTING AND FUTURE ENTERPRISE PARKING REQUIRED DURING CONSTRUCTION & PROTECT EXISTING UTILITIES FROM DAMAGE DURING CONSTRUCTION & FUTURE.
 3. MAINTAIN EXISTING STORMWATER DRAINAGE & PROVIDE TO REMAIN AND PROVIDE DRAINAGE DURING CONSTRUCTION & FUTURE TO REMAIN TO REMAIN.
 4. REFER TO EXISTING UTILITIES FOR PROJECT REQUIREMENTS & PROVIDE CONFORMANCE TO ALL EXISTING FOR STREET & FIELD PARKING.
 5. COORDINATE ALL UTILITIES & ALL WORK WITH EXISTING AND FUTURE REPRESENTATIVE PRIOR TO START OF CONSTRUCTION.
 6. REFER TO PROJECT MANUAL FOR ADDITIONAL REQUIREMENTS.
 7. PROTECT EXISTING RESIDENTIAL DRIVE FROM DAMAGE DURING CONSTRUCTION. REFER TO DWG. 01-01 FOR ADDITIONAL INFORMATION.
 8. PROVIDE TO NEW CONSTRUCTION OF PROJECT DURING CITY STORMWATER DRAINAGE DURING CONSTRUCTION.
 9. MAINTAIN MAXIMUM UTILITIES OF ALL EXISTING DURING CONSTRUCTION.
 10. MAINTAIN ACCESS ACROSS PARKING LOT & STORMWATER DRAINAGE DURING CONSTRUCTION.
 11. REFER TO DWG. 01-01 FOR EXISTING UTILITIES AND SITE INFORMATION.

MONTAGUE AVENUE

ELLISON AVENUE



ARCHITECT OF RECORD
NEAL PRINCE ARCHITECTS
1000 N. UNIVERSITY AVE., SUITE 100
GREENWOOD, SC 29649
(803) 702-1000
FAX: (803) 702-1001
WWW.NEALPRINCEARCHITECTS.COM

ARCHITECT OF RECORD
HKS
1000 N. UNIVERSITY AVE., SUITE 100
GREENWOOD, SC 29649
(803) 702-1000
FAX: (803) 702-1001
WWW.HKS.COM

CONSULTANTS
LANDSCAPE ARCHITECT
JAMES H. HARRIS & ASSOCIATES
1000 N. UNIVERSITY AVE., SUITE 100
GREENWOOD, SC 29649
(803) 702-1000
FAX: (803) 702-1001
WWW.JHHARRIS.COM

STRUCTURAL ENGINEER
BRIAN J. HARRIS & ASSOCIATES
1000 N. UNIVERSITY AVE., SUITE 100
GREENWOOD, SC 29649
(803) 702-1000
FAX: (803) 702-1001
WWW.BJHARRIS.COM

MECHANICAL ENGINEER
BRIAN J. HARRIS & ASSOCIATES
1000 N. UNIVERSITY AVE., SUITE 100
GREENWOOD, SC 29649
(803) 702-1000
FAX: (803) 702-1001
WWW.BJHARRIS.COM

Site Project No. 102-1019-MJA
Lander Foundation RWS Complex
Initiative - Field Construction
Greenwood, South Carolina 29649



Drawn
JAMES H. HARRIS
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CONSTRUCTION DOCUMENTS

A1.01 1

AIA DOCUMENT A101-1997**Standard Form of Agreement Between Owner and Contractor**
where the basis of payment is a STIPULATED SUM

AGREEMENT made as of the 15th day of December
in the year 2009
(In words, indicate day, month and year)

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

The Lander Foundation
320 Stanley Avenue
Greenwood, SC 29649-2099
Telephone number: (864) 388-8000

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

PC Construction of Greenwood, Inc.
108 Enterprise Court
Greenwood, SC 29649

The Project is:
(Name and location)

Lander RWS Complex Initiative Field Construction
State Project No. H21-NO19-MJ-A
501 Montague Avenue
Greenwood, SC 29649

The Architect is:
(Name, address and other information)

Neal Prince + Partners Architects, Inc.
110 West North Street, Suite 300
Greenville, SC 29601

The Owner and Contractor agree as follows.

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

AIA Document A201-1997, 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.

This document has been approved and endorsed by The Associated General Contractors of America.



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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; these 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 Modifications, appears in Article 8.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except to the extent 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.)

As stated in the Notice to Proceed, SE-390.

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

N/A

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

3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than N/A 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. Unless stated elsewhere in the Contract Documents, insert any requirements for earlier Substantial Completion of certain portions of the Work.)

See Exhibit C

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to complete on time or for bonus payments for early completion of the Work.)

STEP 1:

Phase 1 - \$500 each calendar day

Phase 2 - \$250 each calendar day for each venue

STEP 2:

Phase 1 - \$500 each calendar day

Phase 2 - \$350 each calendar day for each venue



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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 Seven million, five thousand, three hundred ten dollars and zero cents Dollars(\$7,005,310)00, 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 decisions on other alternates are to be made by the Owner 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.)

Base bid number 2

4.3 Unit prices, if any, are as follows:

No.	ITEM	Base Bid Qty.	Unit of Measure	ADD
1	Rock Removal-Trench	X	CY	\$215.00
2	Rock Removal-Mass	X	CY	\$150.00
3	Excavating Unsat. Soil	X	CY	\$ 10.00
4	Backfill Soils w/Borrow	X	CY	\$ 8.00
5	Off-site Planting Soil	6000cy	CY	\$ 25.00

4.4 Allowances included in the contract sum:

No. 1 - Purchase, delivery & installation of graphics - \$25,000.00

No. 2 - Purchase, delivery and installation of site furnishings -

ARTICLE 5 PAYMENTS

\$50,000.00

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 twenty-fifth day of a month, the Owner shall make payment to the Contractor not later than the fifteenth 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 twenty-one days after the Architect receives the Application for Payment.

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



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5.1.5 Applications for Payment shall indicate 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 ~~three & a half~~ percent (3.5 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Subparagraph 7.3.8 of AIA Document A201-1997;
- 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 ~~three & a half~~ percent (3.5 %);
- 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 Paragraph 9.5 of AIA Document A201-1997.

5.1.7 The progress payment amount determined in accordance with Subparagraph 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 (Subparagraph 9.8.5 of AIA Document A201-1997 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 Subparagraph 9.10.3 of AIA Document A201-1997.

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 Clauses 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.)

N/A

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 Subparagraph 12.2.2 of AIA Document A201-1997, 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.



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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:

See OSE 00501, paragraph 3.11

ARTICLE 6 TERMINATION OR SUSPENSION

6.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-1997.

6.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-1997.

ARTICLE 7 MISCELLANEOUS PROVISIONS

7.1 Where reference is made in this Agreement to a provision of AIA Document A201-1997 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

7.2 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.) None

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

7.3 The Owner's representative is:

(Name, address and other information)

Jeff Beaver, Director, Ofc of Engineering Services
Lander University, 320 Stanley Avenue
Greenwood, SC 29649
(864) 388-8208

7.4 The Contractor's representative is:

(Name, address and other information)

Gary Piontek, Project Manager
108 Enterprise Court
Greenwood, SC 29649
(864) 223-6274

7.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days' written notice to the other party.

7.6 Other provisions:

See OSE 00501



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ARTICLE 8 ENUMERATION OF CONTRACT DOCUMENTS

8.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

8.1.1 The Agreement is this executed 1997 edition of the Standard Form of Agreement Between Owner and Contractor, AIA Document A101-1997, as amended by 00501-0SE and as otherwise stated herein.

8.1.2 The General Conditions are the 1997 edition of the General Conditions of the Contract for Construction, AIA Document A201-1997, as amended.

8.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated October 06, 2009, and are as follows:

Document	Title	Pages
00201-0SE	Standard Supplemental Instruction to Bidders	9
00811-0SE	Standard Supplemental Conditions	20

8.1.4 The Specifications are those contained in the Project Manual dated as in Subparagraph 8.1.3, and are as follows:

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

Section	Title	Pages
Refer to Exhibit A		
00201-0SE	Standard Supplemental Instructions to Bidders	9
00501-0SE	Standard Modifications to AIA A101-1997	4

8.1.5 The Drawings are as follows, and are dated
different date is shown below:

unless a

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

Number	Title	Date
Refer to Exhibit B.		



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8.1.6 The Addenda, if any, are as follows:

Number	Date	Pages
1	November 10, 2009	1-12
2	November 13, 2009	1-46

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 8.

8.1.7 Other documents, if any, forming part of the Contract Documents are as follows:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-1997 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.)

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Invitation for Construction Bids (SE-310)

Instructions to Bidders (AIA Document A701-1997 Edition)

Contractor's Bid (Completed SE-330)

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies, of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

OWNER (Signature)

CONTRACTOR (Signature)

(Printed name and title)

(Printed name and title)

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Lander University RWS Complex Initiative – Field Construction
Exhibit A to the Contract For Construction
List of Specifications

All specification sections are dated October 6, 2009 unless otherwise noted.

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01 4339	VISUAL MOCK-UP REQUIREMENTS	3
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Lander University RWS Complex Initiative – Field Construction
Exhibit A to the Contract For Construction
List of Specifications

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07 2100	THERMAL INSULATION	4
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Lander University RWS Complex Initiative – Field Construction
Exhibit A to the Contract For Construction
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Lander University RWS Complex Initiative – Field Construction
Exhibit A to the Contract For Construction
List of Specifications

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32 1220	RUNNING TRAIL SYNTHETIC SURFACE	5	
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32 1400	UNIT PAVING	7	
32 1410	ADA DETECTABLE WARNING PAVERS	6	
32 1823	CUSHIONED ACRYLIC TENNIS COURT SYSTEMS	8	
32 3113	CHAIN LINK FENCES AND GATES	8	
32 3114	TENNIS COURT FENCING	10	
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Lander University RWS Complex Initiative – Field Construction
Exhibit B to the Contract For Construction
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All drawings are dated October 6, 2009 unless otherwise noted.

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C-002	SURVEY
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C-200	EROSION AND SEDIMENT CONTROL PLAN
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C-400	OVERALL SITE PLAN
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C-402	SITE PLAN (2 OF 4)
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C-503	GRADING AND DRAINAGE PLAN (3 OF 4)
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C-601	SITE AND DRAINAGE DETAILS (1 OF 3)
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Lander University RWS Complex Initiative – Field Construction
Exhibit B to the Contract For Construction
List of Drawings

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A6.02	WALL SECTIONS
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Lander University RWS Complex Initiative – Field Construction
Exhibit B to the Contract For Construction
List of Drawings

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M-3	KITCHEN HOOD DETAIL
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P-4	PLUMBING SCHEDULES AND DETAILS

Lander University RWS Complex Initiative – Field Construction
Exhibit C to the Contract For Construction
Description of Contract Time

The **DATE OF SUBSTANTIAL COMPLETION**, to be documented on Form SE-550A, *Certificate of Substantial Completion*, for Phase I – Soccer Stadium shall be August 15, 2010, subject to adjustments as provided in the Contract Documents.

The **DATE OF SUBSTANTIAL COMPLETION**, to be documented on Form SE-550A, *Certificate of Substantial Completion*, for Phase II – All work of this project except the Soccer Stadium shall be Two Hundred and Forty (240) **CALENDAR DAYS** from the **DATE OF COMMENCEMENT** set forth in the SE-390, subject to adjustments as provided in the Contract Documents.

The **DATE OF FINAL COMPLETION**, to be documented on Form SE-560C, *Certificate of Final Completion*, for Phases I & II shall be Thirty (30) **CALENDAR DAYS** from the **DATE OF SUBSTANTIAL COMPLETION** of each phase, subject to adjustments as provided in the Contract Documents.



2008 Edition

SE-380**Request for Authority to Execute a Construction Contract**AGENCY: Lander University
(Name)PROJECT: H21-N019-MJ-A Field Construction Lander Foundation RWS Complex Initiative
(Number) (Name)**CONTRACT DATES:**DATE BIDS OR QUOTES WERE RECEIVED: November 19, 2009
DATE BID OR QUOTE EXPIRES (INCLUDING EXTENSIONS): January 18, 2010
DATE NOTICE OF INTENT TO AWARD WAS POSTED: December 3, 2009**AUTHORIZATION IS REQUESTED TO ENTER INTO A CONTRACT WITH:**NAME OF BIDDER: PC Construction of GreenwoodTYPE OF CONTRACT (Check one) ☒ Single Project ☐ Indefinite Delivery
AMOUNT OF BASE ☒ BID OR ☐ QUOTE: (Check one) \$7,005,310.00 Base IIALTERNATE(S) ACCEPTED: Nos. None ALTs. TOTAL AMT.: 0.00TOTAL OF BASE BID OR QUOTE PLUS ACCEPTED ALTERNATE(S): \$7,005,310.00AMOUNT OF MULTIPLIER FOR INDEFINITE DELIVERY CONTRACTS: N/a**AGENCY CERTIFICATION:**

I hereby certify that the Agency has conducted this solicitation in accordance with the requirements of the SC Consolidated Procurement Code and the *Manual for Planning and Execution of State Permanent Improvements, Part II*, and that the proposed expenditure is within the authorized scope and budget for this Project. I further certify that the Agency has authorized, unencumbered funds available for obligation to this contract. I hereby request the approval of the State Engineer to execute the attached Contract for construction services in support of the above-named Project

BY: Jeffrey S. Beaver December 18, 2009
(Signature) (Date)
Jeffrey S. Beaver Director - Office of Engineering Services
(Print or Type Name) (Title)APPROVED BY: [Signature] 1/4/10
(State Engineer) (Date)**INSTRUCTIONS TO THE AGENCY****For a Single Project Contract, submit the following:**

1. SE-380 (Original & 1 copy).
2. Copy of SE-330 (if sealed bid) or SE-331 (if quotes).
3. Copy of Bid Security, if required.
4. Copy of Bid Tabulation.
5. Copy of SE-370, as applicable.
6. Copy of proposed Contract, signed by Contractor, but NOT by the Agency.
7. Copy of SE-355, with Power of Attorney, if required.
8. Copy of SE-357, with Power of Attorney, if required.

For an Indefinite Delivery Contract, submit the following:

1. SE-380 (Original & 1 copy).
2. Copy of SE-330.
3. Copy of Bid Security, if required.
4. Copy of Bid Tabulation.
5. Copy of SE-370, as applicable.
6. Copy of proposed Contract, signed by Contractor, but NOT by the Agency.

SE-380

Miller's Construction Company, LLC

225 Thompson Road
Anderson, SC 29624

Phone (864) 296-3301
Fax (864) 296-8700

November 19, 2009

Job Name: Lander University

Job Location: Greenwood, SC

Miller's Construction Company, LLC agrees to do the following work listed below:

Clearing:

- This consist of clearing area as shown on demo sheet C-100
- Clearing 14 scattered trees
- Clearing one vegetated area
- Clearing approximately 1.70 acres near wetland area
- All debris will be hauled off of job site

Cost: \$6,700.00

Demolition of Asphalt & Curb:

This consist of clearing area as shown on demo sheet C-100

- This consist of the removal of approximately 31,000 SY of asphalt paving
- The removal of 3,250 LF of curb
- Saw cutting 360 LF of asphalt paving

Cost: \$72,320.00

Demolition of Storm Drainage:

This quote is based off sheet C-100 demolition drawing

- The removal of 340 LF of 12" RCP pipe
- The removal of 812 LF of 15" RCP pipe
- The removal of 7 catch basins
- The removal of one headwall
- Plug one box at road
- Hauling off all concrete pipe off of job site
- Re-compacting trench line back

Cost: \$7,735.00

Demolition of Sanitary Sewer Line:

This quote is based off sheet C-100 demolition drawing

- The removal of 700 LF of sewer line
- The removal of two grease traps
- The removal of two manholes
- Plugging truck lines in manholes

Cost: \$6,950.00

Erosion Control:

- One construction entrance approximately 25' X 110' at 6" in depth (80 tons)
- One construction entrance approximately 25' X 210' at 6" in depth (150 tons)
- 4,450 LF of silt fence consisting of steel poles, fabric, and wire
- 35 catch basin protections consisting of steel poles, fabric, and # 57 stone
- 4 curb inlet protections after paving
- 340 LF of safety fencing

Cost: \$18,677.00

Filtrex Silt Sox Sediment Traps:

- 1 150 LF at 18 rolls of 12" logs
- Supplying 2,700 LF of logs stacked in place

- 1 160 LF at 18 rolls of 12" logs
- Supplying 2,880 LF of logs stacked in place

- 1 332 LF at 20 rolls of 12" logs
- Supplying 6,640 LF of logs stacked in place

Cost: \$36,660.00

Temporary Drainage Swale:

- 265 LF of 1 ft. in depth with 4/1 slopes

Cost: \$795.00

Site Preparation:

This quote is based on civil drawings C-501, 502, & 503 drawings

- Stripping topsoil at 4" in depth (5,700 CY)
- Cutting on site 25,296 CY
- Spreading and compacting cut 25,296 CY
- Importing from cut of ball fields 13,169 CY
- Spreading and compacting on site 13,169 CY of cut
- Grading for 5,070 LF of curb and gutter
- Fine grading for 8,460 SY of asphalt paving
- Fine grading for 69,500 SF of sidewalk
- Rough grading ball fields for import material supplied by others 14" below finish grade
- Fine grading for tennis courts
- Fine grading balance of site 11.50 acres
- Re-spreading topsoil from cut on site 5,700 CY

Cost: \$208,233.00

NoteThis quote does not include any of the following items listed below:

- | | |
|---------------------------------------|------------------------------------|
| 1.) Any engineering or layout work | 4.) Any rock removal (Rock Clause) |
| 2.) Any soil compaction testing | 5.) Any CEPSCI inspection reports |
| 3.) Any undercut or demucking of soil | 6.) Any permits necessary |

Storm Drainage:

- 160 LF of 12" RCP Class III pipe
- 112 LF of 24" RCP Class III pipe
- 112 LF 30" RCP Class III pipe
- 232 LF of 36" RCP Class III pipe
- 440 LF of 10" HDPE pipe
- 740 LF of 12" HDPE pipe
- 240 LF of 15" HDPE pipe
- 320 LF of 18" HDPE pipe
- 380 LF of 24" HDPE pipe
- 700 LF of 36" HDPE pipe
- 530 LF of extra depth
- 2 15" headwalls
- 1 36" headwall
- 1 Type 14 vault
- 2 manholes
- 4 2' X 3' drop inlet 0-5 ft.
- 1 2' X 3' drop inlet 7 ft.
- 27 Nyplastic yard inlets
- Bedding for yard inlets
- Bedding for precast catch basins

Cost: \$122,994.00

Note All layout work for storm drainage will be supplied by others.

Temporary Piping for Detention Pond:

- 1 36" riser with trash rack 3.50 in height
- 30 LF of 36" CMP pipe

- 1 36" riser with trash rack 3.50 in height
- 40 LF of 36" CMP pipe

- 20 tons of Rip Rap stone
- 20 tons of #57 stone

Cost: \$5,330.00

Note All layout work for piping will be supplied by others.

Permanent Piping for Detention Pond:

Removal of both temporary risers and piping

- 5 LF of 4" perforated PVC pipe with stone
- 40 LF of 4" SDR 35 PVC pipe

- 5 LF of 6" perforated PVC pipe with stone
- 60 LF of 6" SDR 35 PVC pipe

Cost: \$2,580.00

Rip Rap Stone:

-6 12' X 15' at 2 ft. (60 tons)

-Fabric for spill plates

Cost: \$3,450.00

Total Bid Amount: \$492,424.00

Bid Respectfully Submitted By: G. Michael Miller

PC CONSTRUCTION OF GREENWOOD, INC.

SUBCONTRACT AGREEMENT

This Subcontract Agreement (hereinafter "Subcontract"), made this Thursday, December 17, 2009 ,
by and between:

JOB NUMBER: 13

CONTRACTOR: PC Construction of Greenwood, Inc.
108 Enterprise Court
Greenwood, SC 29849

PHONE: (864) 223-6274
FAX: (864) 223-9183

-and-

SUBCONTRACTOR: Miller's Construction Company, LLC
ADDRESS: 225 Thompson Rd.
Anderson, SC 29624

 **FILE COPY**
MCC

(hereinafter "Subcontractor")

to perform part of the work on the following Project:

PROJECT: Lander Sports Complex

(hereinafter "Project")

OWNER: Lander University

(hereinafter "Owner")

DESIGNER/ARCHITECT: Neal Prince

(hereinafter "Architect")

GENERAL CONTRACT: (DATED)

PERFORMANCE BOND AND PAYMENT BOND:\$ _____

BOND REQUIRED

☒ BOND NOT REQUIRED

(THE FOREGOING TERMS ARE INCORPORATED INTO AND MORE FULLY EXPLAINED IN THE PROVISIONS THAT FOLLOW)

ARTICLE 1

CONTRACT DOCUMENTS

The term "Contract Documents" as used herein refers to this Subcontract and to the General and Special Provisions, Drawings, Specifications, Addendas Amendments, Modifications and all other Documents forming or by reference made a part of the Contract between PC Construction of Greenwood, Inc. and Owner dated . The Contract Documents include all Attachments hereto, and all documents which are listed in Attachment "C" which are considered to be fully incorporated herein. By executing this Subcontract, Subcontractor warrants and represents that it has read and understands the Contract Documents and is bound by their terms. PC Construction of Greenwood, Inc., upon reasonable request, shall furnish to Subcontractor a copy of any part of the Owner/PC Construction of Greenwood, Inc. Agreement, although PC Construction of Greenwood, Inc. retains the right to delete information which it considers to be confidential.

ARTICLE 2

SCOPE OF WORK

SUBCONTRACTOR'S WORK. Subcontractor shall furnish all supervision, labor, tools, equipment, services, materials, and supplies necessary to perform and complete in all respects the Work, which is specified in Article 18 below, which is a portion of the entire Work required by Owner/PC Construction of Greenwood, Inc. Agreement. Subcontractor agrees that it will perform the Work in accordance with this Subcontract and the Contract Documents and as described further in Article 18. Subcontractor shall assume all responsibility of Contractor to Owner in relation to performance of the Work. **TIME IS OF THE ESSENCE IN REGARD TO PERFORMANCE AND COMPLETION OF THE WORK.**

ARTICLE 3

SUBCONTRACT PRICE AND PAYMENT

- a. **SUBCONTRACT PRICE.** PC Construction of Greenwood, Inc. hereby agrees to pay Subcontractor for all Work performed pursuant to this Subcontract, the fixed sum, if a "Lump Sum" Subcontract of **\$492,424.00** or Four hundred Ninety-two thousand Four hundred Twenty-four dollars and zero cents, subject to additions and deductions as herein after provided, or at the following unit prices:

Base Bid: \$492,424.00

TOTAL \$492,424.00

- b. **PROGRESS PAYMENTS.**

- i. **SCHEDULE OF VALUES.** Subcontractor shall prepare and submit to PC Construction of Greenwood, Inc. a Schedule of Values for all components of the Subcontractor's Work, in such detail as PC Construction of Greenwood, Inc. may require. This Schedule of Values, when approved by PC Construction of Greenwood, Inc. shall be used as the basis of payment to Subcontractor. The Schedule of Values must be prepared and submitted to PC Construction of Greenwood, Inc. prior to submission of the first application for payment. The Schedule of Values is subject to reasonable adjustment by PC Construction of Greenwood, Inc., should the Schedule of Values be found in error at any time during the course of the Project.
- ii. **APPLICATION FOR PAYMENT.** Subcontractor shall make Application for Payment for such portion of the Subcontractor's Work which is performed, in place, approved and accepted by the Owner. The Application for Payment shall be made in such form as required by PC Construction of Greenwood, Inc. and the Contract Documents. The Subcontractor shall certify the percentages of completion in accordance with the Contract Documents. The Application will reflect that PC Construction of Greenwood, Inc. may retain from the Application 10% of each Progress Payment until Final Payment is due in accordance with this Subcontract and the Contract Documents. Subcontractor shall submit his Application for Payment, properly completed and in time to be submitted by PC Construction of Greenwood, Inc. in PC Construction of Greenwood, Inc.'s Application for Payment to the Owner. Failure of the Subcontractor to timely and properly submit its Application for Payment will relieve PC Construction of Greenwood, Inc. of any obligation to include them in PC Construction of Greenwood, Inc.'s Application to the Owner.
- iii. **PARTIAL LIEN WAIVERS AND AFFIDAVITS.** As a condition precedent for each progress payment, Subcontractor shall provide, in a form satisfactory to Owner and PC Construction of Greenwood, Inc., partial waivers of lien or claim and affidavits of payment from Subcontractor and, if required by PC Construction of Greenwood, Inc., from its subcontractors and suppliers. Subcontractor shall, as often as required by PC Construction of Greenwood, Inc., furnish an affidavit setting forth all parties who furnish labor or materials to Subcontractor in the performance of Subcontractor's Work, with their names, addresses and the amount due or to become due to each.

- c. **SUBCONTRACTOR'S PAYMENT OBLIGATIONS.** Subcontractor agrees that payment received by the Subcontractor in connection with the Project will be used first to pay any indebtedness or

obligation owed by the Subcontractor for labor or materials utilized in performing Subcontractor's Work on this Project. If PC Construction of Greenwood, Inc. has reason to believe that Subcontractor is not making payment for indebtedness or obligations for labor, services, materials and equipment incurred by the Subcontractor in performing its Work, PC Construction of Greenwood, Inc., after giving the Subcontractor written notice, may take such steps as it deems necessary to ensure payments under this Subcontract are used to satisfy and discharge obligations incurred by the Subcontractor in performing Work on this Project. PC Construction of Greenwood, Inc. specifically and expressly has the right to retain from the Application for Payment such amount as it deems reasonable to protect PC Construction of Greenwood, Inc. and the Owner from any loss, damage or expense which PC Construction of Greenwood, Inc., in its sole discretion and in good faith, anticipates will arise as a result of the Subcontractor's failure to satisfy its payment obligations.

- d. **STORED MATERIALS.** Subcontractor's applications for payment may include materials required but not yet incorporated in Subcontractor's Work but delivered and stored at the site or at some other locations agreed upon in writing, if allowed by the Contract Documents and if approved in advance by Owner. Subcontractor must submit bills of sale, evidence of adequate insurance and such other documents and procedures as are required by the Contract Documents, PC Construction of Greenwood, Inc. or the Owner and as are necessary to vest title to the Owner for such stored materials and equipment. Where materials or equipment are stored off site, Subcontractor shall make arrangements for and pay the cost incurred by PC Construction of Greenwood, Inc. and Owner in making any reasonable inspection requested by PC Construction of Greenwood, Inc..
- e. **CONDITIONS OF PAYMENT.** Within ten (10) days after receipt by PC Construction of Greenwood, Inc. from Owner of monies in payment of Subcontractor's application for payment, receipt of such payment from Owner being an express condition precedent to PC Construction of Greenwood, Inc.'s obligation to pay Subcontractor, PC Construction of Greenwood, Inc. shall pay the same over to Subcontractor, less retainage. Notwithstanding any contrary provision elsewhere in this Subcontract, PC Construction of Greenwood, Inc. may delay payment of all or any portion of Subcontractor's application for payment in order to reasonably determine that Subcontractor's Work for which payment is requested has been properly performed and is in place, that sufficient funds remain available to complete Subcontractor's Work, that Subcontractor's Work will be completed as required by the Job Schedule, that Subcontractor's application for payment and accompanying affidavits and waivers are true and correct in fact, and that all other requirements of this Subcontract have been satisfied relative to Subcontractor's Work for which payment is sought. When such determinations have been made to PC Construction of Greenwood, Inc.'s satisfaction, PC Construction of Greenwood, Inc. will make payment in accordance with Subcontractor's application, as provided for in this Subcontract. No such determination or payment shall relieve Subcontractor from its obligations under this Subcontract, nor stop PC Construction of Greenwood, Inc. from subsequently asserting Subcontractor's failure to satisfy said obligations.
- f. **ACCEPTANCE OF PAYMENT.** Partial payments shall be paid monthly by PC Construction of Greenwood, Inc. to the Subcontractor as the work progresses, so long as the Work is being prosecuted in accordance with the provisions of this Subcontract and that the progress is satisfactory to PC Construction of Greenwood, Inc. and Owner, less 10% retainage thereof and all previous payments by PC Construction of Greenwood, Inc., all charges for materials and/or services furnished by PC Construction of Greenwood, Inc. to the Subcontractor, as well as any and all expenses and disbursements chargeable to the Subcontractor, subject to audit and proper correction by PC Construction of Greenwood, Inc., and shall be due and payable within 30 days of the succeeding month, provided the Subcontractor otherwise is not in default hereunder.
- g. **FINAL PAYMENT.**
 - i. **APPLICATION.** Upon completion of Subcontractor's Work and acceptance by Owner, PC Construction of Greenwood, Inc., and any other party whose acceptance is required under the Contract Documents, and upon Subcontractor furnishing evidence of fulfillment of all of Subcontractor's obligations in accordance with the Contract Documents and this Subcontract, PC Construction of Greenwood, Inc. shall forward Subcontractor's application for final payment to Owner.
 - ii. **REQUIREMENTS.** Before PC Construction of Greenwood, Inc. shall be required to forward Subcontractor's application for final payment to Owner, Subcontractor shall submit to PC Construction of Greenwood, Inc.:
- 1. an affidavit that all payrolls, bills for materials, services, equipment and taxes, and other indebtedness connected with Subcontractor's Work for which Owner or its property or PC Construction of Greenwood, Inc. or PC Construction of Greenwood, Inc.'s surety might in any way be liable, have

- been paid or otherwise satisfied; and
- .2 consent of surety to final payment, if required; and
 - .3 all required operating instructions, submittals, shop drawings, as-built drawings, inspection and test results, and similar items; and
 - .4 any and all other data such as guarantees, warranties, receipts, releases, and waivers of liens to the extent and in such as may be required by PC Construction of Greenwood, Inc., Owner or Contract Documents.
- iii. **CONDITIONS OF FINAL PAYMENT.** Final payment of the balance of the Subcontract Price due shall be made to Subcontractor:
- .1 when appropriate certification and final approval thereof have been received as provided in the Contract Documents; and
 - .2 after receipt by PC Construction of Greenwood, Inc. of final payment from Owner, such receipt being an express condition precedent to PC Construction of Greenwood, Inc.'s obligation to make final payment to Subcontractor. Subcontractor's acceptance of final payment shall constitute a waiver by Subcontractor of all claims relating to Subcontractor's Work except such claims as have been previously identified and made in writing and fully and properly preserved and pursued pursuant to the terms of this Subcontract.
- h. **CONDITION PRECEDENT.** Notwithstanding any contrary provision of the Contract Documents, receipt by PC Construction of Greenwood, Inc. of payment from Owner shall be a condition precedent to any payment obligation by PC Construction of Greenwood, Inc. (or its surety) to Subcontractor under this Subcontract. Subcontractor warrants and represents that it relies for such payment for work performed on the credit and on the ability to pay of Owner, and not of PC Construction of Greenwood, Inc., and that Subcontractor undertakes the risk that it shall not be paid for work performed under this Subcontract in the event that PC Construction of Greenwood, Inc., for whatever reason, is not paid by Owner for such work. Furthermore, Subcontractor understands and agrees that it will not, under any circumstance, claim against the principal or surety on any payment bond furnished by PC Construction of Greenwood, Inc. regarding the Project for payment of amounts not due to Subcontractor under this Subcontract.
- i. **ACCEPTANCE.** It is mutually agreed between the parties hereto that no payment made hereunder shall be conclusive evidence of the performance of this Subcontract, either in whole or in part, and that no payment shall be construed to be an acceptance of defective work or improper materials.

ARTICLE 4

TIME OF PERFORMANCE

- a. Subcontractor recognizes PC Construction of Greenwood, Inc.'s obligations to the Owner for timely progress upon and completion of the Work and each part thereof and that **TIME IS OF THE ESSENCE** in the performance of the Work under this Subcontract. Subcontractor agrees to perform Subcontractor's Work so that the entire Project and every portion thereof will be completed in accordance with the Contract Documents, including any scheduling requirements contained in this Subcontract. Subcontractor shall begin work as soon as instructed by PC Construction of Greenwood, Inc. and shall prosecute its Work in such manner as to avoid any delay or disruption to the progress or completion of the Project.
 - b. **JOB SCHEDULE.** PC Construction of Greenwood, Inc. shall furnish and publish a progress schedule for the Project. This will constitute the basis for starting and finishing of the Subcontractor's Work. PC Construction of Greenwood, Inc. reserves the right to alter this schedule, as needed, and the Subcontractor is responsible for maintaining his portion of the Work within the confines of the progress schedule. PC Construction of Greenwood, Inc. will seek and use information from the Subcontractor regarding durations of tasks, sequences, etc. in formulating the progress schedule. The Subcontractor shall take whatever measures necessary to ensure completion within the framework of the schedule.
- .1 The Subcontractor is solely responsible for scheduling his manpower and equipment to meet the needs of the Project and maintain the flow of construction as required by the job schedule. PC Construction of Greenwood, Inc. will not perform required coordination or supervision of the Subcontractor's work force.

2. TIME IS OF THE ESSENCE, and job schedule durations for any given task within the job schedule will not preclude PC Construction of Greenwood, Inc. from requiring the Subcontractor to furnish additional workmen and/or equipment to the Project if, in the opinion of PC Construction of Greenwood, Inc., some tasks are slipping in duration and insufficient workmen are assigned to the job to finish each task on time or early. The job schedule is a tool of PC Construction of Greenwood, Inc. for coordination purposes, and the directions of PC Construction of Greenwood, Inc.'s Project Manager shall prevail as to determination of the sufficiency of the Subcontractor's work force and/or his job schedule compliance.
3. The Subcontractor shall make as many mobilizations to the Project site as are necessary to complete his portion of the Work in accordance with the job schedule. No claims for additional time and/or additions to the Subcontract sum will be accepted for more than one (1) mobilization, regardless of the causes or reasons, unless otherwise agreed to in writing by PC Construction of Greenwood, Inc..
4. The Subcontractor shall cooperate with PC Construction of Greenwood, Inc. and the Owner in furnishing any required information (i.e., quantities, durations, etc.) required for scheduling, schedule tracking and/or confirming Work in place for billing purposes.

ARTICLE 5

SUBCONTRACTOR'S OBLIGATIONS

- a. **Review of Contract Documents and Examination of Job Site.** Subcontractor represents that it has examined the Contract Documents and has satisfied itself of its adequacy for the complete performance of the Work; and that the Subcontractor is fully aware of work to be performed by other subcontractors in connection with Subcontractor's Work. Subcontractor represents it is experienced and competent to perform and complete the Work. Subcontractor has visited the Job Site and has made all investigations of the Job Site, the surrounding area and all conditions relative to the Work which are necessary for full understanding of the difficulties which may be encountered. Subcontractor further represents that it is aware that portions of its work are dependent upon the past and future progress of work performed by others. Subcontractor assumes all the risk and hazards in connection with the foregoing conditions, regardless of such risks, hazards and conditions, and notwithstanding any variances between the actual condition as shown or represented in the Contract Documents, Subcontractor agrees that he will complete the work for the Subcontract Price.
- b. **PERFORMANCE RESPONSIBILITIES.** *PC Construction of Greenwood, Inc. will not be held liable for any changes made to the plans or specifications including those directed by PC Construction's Superintendent without prior written authorization from PC Construction of Greenwood's Project Manager and/or the Owners Representative.* Subcontractor binds itself to PC Construction of Greenwood, Inc. under this Subcontract in the same manner as PC Construction of Greenwood, Inc. is bound to Owner under the Contract Documents. Subcontractor shall furnish and pay for all of the labor, materials and equipment, including, but not limited to, competent supervision and project management, shop drawings, samples, tools, scaffolding, temporary facilities and services as are necessary for the proper performance of Subcontractor's Work. Subcontractor shall provide a list of proposed sub-subcontractors and suppliers, be responsible for taking field dimensions, providing tests, ordering of materials and all other actions as required to meet the Job Schedule. Subcontractor shall furnish all temporary services and/or facilities necessary to perform its work.
- c. **LAYOUT RESPONSIBILITY AND LEVELS.** Unless otherwise provided herein, Contractor will establish only principal base lines and benchmarks of the site, and Subcontractor, shall, at its own expense, lay out and be strictly responsible for the accuracy of Subcontractor's Work. Subcontractor shall verify drawing dimensions and actual field conditions which affect Subcontractor's Work and shall be responsible for any loss or damage to the Contractor or to others, due to Subcontractor's failure to properly lay out or perform Subcontractor's Work. Should Subcontractor disturb or destroy any controls, survey lines, or layout performed by Contractor or others, Subcontractor shall be responsible for reestablishing or restoring same at its own expense.
- d. **COORDINATION OF ITS WORK WITH OTHERS.** Subcontractor agrees as follows:
 1. Subcontractor shall cooperate with PC Construction of Greenwood, Inc. and all others whose work may interface or interfere with Subcontractor's Work;

- .2 Before proceeding with Subcontractor's Work, or any portion thereof, Subcontractor shall review all job conditions and thoroughly inspect all prior Work of PC Construction of Greenwood, Inc. and others. Subcontractor shall notify PC Construction of Greenwood, Inc., in writing, of any unacceptable conditions, interferences or defective prior Work that would affect the proper and timely execution of Subcontractor's Work. Unless such notice is given, Subcontractor shall be deemed to have fully accepted the conditions as they exist and shall be fully responsible for any and all expenses, losses or damages resulting from said conditions;
- .3 Subcontractor recognizes that the Job Schedule requires coordination with other trades, and agrees to coordinate Subcontractor's Work with the work of PC Construction of Greenwood, Inc. and others. Subcontractor recognizes that Subcontractor's Work may not always be performed as a continuous operation. Subcontractor, at PC Construction of Greenwood, Inc.'s election, shall participate in and cooperate with the preparation of coordination drawings in order to properly coordinate interrelated and interfacing work of PC Construction of Greenwood, Inc. and the various subcontractors. Should Subcontractor install any portion of Subcontractor's Work prior to coordination or in such a manner as to cause interference with the Work of PC Construction of Greenwood, Inc. or others, Subcontractor shall, at its own expense, arrange for its removal or modification, or cutting and patching;
- .4 Subcontractor shall be responsible for taking all field measurements necessary to ensure the proper fitting of Subcontractor's Work with the Work of PC Construction of Greenwood, Inc. and others. Field measurements shall be taken and coordinated in a timely manner to avoid delaying the Job Schedule;
- .5 Subcontractor shall schedule delivery of all materials and equipment to coincide with installation dates established by PC Construction of Greenwood, Inc. in accordance with the Job Schedule. Subcontractor shall immediately notify PC Construction of Greenwood, Inc., in writing, of any change in the delivery status of any of Subcontractor's materials or equipment; however, such change does not relieve Subcontractor of its obligations to perform its work in accordance with this Subcontract; and
- .6 Subcontractor shall promptly submit shop drawings, drawings, data, and samples in such detail as required in order to carry on Subcontractor's Work efficiently and at a speed that will avoid delay to the Job Schedule and permit coordination of Subcontractor's Work with the work of PC Construction of Greenwood, Inc. and others.
- e. **SAFETY.** Subcontractor shall, at its own expense, conform to the basic safety policy of PC Construction of Greenwood, Inc., and shall comply with all applicable Federal, State or Local safety rules, standards, regulations and record keeping requirements, including, but not limited to, the Occupational Safety and Health Act of 1970. Subcontractor shall inform all of his employees of PC Construction of Greenwood, Inc.'s policy on safety and that all safety-related policies and regulations should be implemented. Subcontractor agrees to defend and to be solely responsible for all citations, assessments, fines or penalties which may be received or incurred by reason of Subcontractor's failure or the failure of the Subcontractor's agents, employees, suppliers or subcontractors to comply with safety standards, rules, regulations and requirements.
- f. **CLEAN UP.** During the course of construction, the Subcontractor shall maintain the Project in a clean and orderly condition and shall remove waste materials from the Project as directed by PC Construction of Greenwood, Inc.. In addition to any specific directions from PC Construction of Greenwood, Inc., a daily clean up is a mandatory requirement throughout the course of the Project. If the Subcontractor fails to clean-up daily, after being warned by the Project Superintendent, and after the passage of twenty-four (24) hours, PC Construction of Greenwood, Inc. will perform the necessary clean-up and the cost of the same will be deducted from future payments due the Subcontractor at the rate of \$35.00 per man hour.
- g. **ENVIRONMENTAL PROTECTION.** Subcontractor shall be responsible for all applicable environmental protection requirements, codes and regulations. In addition, the Subcontractor shall:
 - .1 not bring upon or prepare on the Project site, nor shall any of its subcontractors or suppliers bring upon or prepare on the Project site, any products or materials that are considered hazardous substances by EPA, CERCLA, or comparable state or local regulatory agencies. Upon notice from the Owner, Architect or PC Construction of Greenwood, Inc., the Subcontractor shall remove any such material at its sole responsibility and expense;
 - .2 notify PC Construction of Greenwood, Inc., in writing, prior to delivery, of any such materials on site if they are included in the specifications or are in any specified materials or products and provide proper handling, control, removal and disposal of the same off site as required by the Owner, Architect or PC Construction of Greenwood, Inc.;

3. notify PC Construction of Greenwood, Inc., in writing, of any such materials encountered on the Project and provide proper handling, control, removal and disposal of the same off site as required by the Owner, Architect or PC Construction of Greenwood, Inc.; and
4. comply with all federal, state or local environmental and natural resource regulations and laws applicable to the Subcontractor's Work.
- h. **PROTECTION OF WORK.** The Subcontractor will take all necessary precautions to protect Subcontractor's work and any other existing work from any damage caused by Subcontractor or persons or entities for whom the Subcontractor is responsible. Should Subcontractor cause damage to any work or property of the Owner, PC Construction of Greenwood, Inc. or others, Subcontractor shall repair such work or property either in conformance with the Contract Documents or to the satisfaction of the party whose property was injured. Should the Subcontractor fail to remedy such damage, PC Construction of Greenwood, Inc., on behalf of the Subcontractor, can deduct the cost from any payment due or to become due to the Subcontractor.
- i. **WORKMANSHIP.** Every portion of Subcontractor's Work shall be executed in strict accordance with the Contract Documents in the most sound, workman like, and substantial manner. All materials used in Subcontractor's Work shall be new, except such materials as may be expressly provided in the Contract Documents to be otherwise. Subcontractor shall, within forty-eight (48) hours after written notice from PC Construction of Greenwood, Inc., proceed promptly to take down all portions of Subcontractor's Work and remove from the Project site all materials which PC Construction of Greenwood, Inc., Architect or Owner have rejected.
- j. **JOB SITE CONDITIONS.** The Subcontractor shall perform his work in accordance with the following conditions:
1. No overtime will be allowed unless approved by PC Construction of Greenwood, Inc. in writing, and no work will be allowed on the job site without a representative of PC Construction of Greenwood, Inc. on the job site at all times. Should the Subcontractor, in the sole judgment of PC Construction of Greenwood, Inc., delay the progress of the Work, the Subcontractor shall, at his own expense and cost, work such overtime as may be necessary to finish the Work within the Schedule.
2. Subcontractor shall work the established working hours set by the Project Superintendent. Lunch breaks will be as established by the Project Superintendent and Subcontractor's employees shall abide by these requirements.
3. Subcontractor is to furnish hard hats for each and every employee working on the job site. All hard hats deemed to be unsuitable by the Project Manager, Project Superintendent, and/or Safety Director of PC Construction of Greenwood, Inc. shall be replaced with a suitable hard hat by the Subcontractor.
4. Subcontractor shall have on the job site at all time an employee who is familiar with first aid administration and an approved first aid kit for the use of his employees. PC Construction of Greenwood, Inc.'s employees shall not be responsible for administering first aid to any employees, agents or representatives of the Subcontractor and PC Construction of Greenwood, Inc.'s first aid supplies are not accessible to employees other than its own.
5. PC Construction of Greenwood, Inc. shall not be responsible for and will not receive any materials, supplies, etc on behalf of the Subcontractor. Subcontractor shall schedule deliveries during normal working hours and only when a representative of the Subcontractor is on the job site.
- k. **SHOP DRAWINGS & SUBMITTALS.** Subcontractor is to submit to PC Construction of Greenwood, Inc. all shop drawings and submittals required by the plans & specifications within fifteen (15) days of the date of their letter of intent issued by PC Construction of Greenwood, Inc.. Such shop drawings shall be rolled, and not folded, and Subcontractor shall further submit to PC Construction of Greenwood, Inc. at least four (4) of required samples. Shop drawings shall be submitted with twelve sets (12) of bond paper of each plan on minimum 36" x 42" sheets. Shop drawings submitted not in accordance with this section will be returned for correction. PC Construction of Greenwood, Inc., at its sole discretion, may require earlier submission of Shop Drawings and submittals, if required by the terms of the Contract Documents or necessary to maintain the Job Schedule.
- l. **SUBSTITUTIONS AND ALTERNATES.** No substitutions or alternates shall be allowed in Subcontractor's Work unless allowed by the Contract Documents, and only then upon Subcontractor first receiving all approvals required under the Contract Documents for substitutions or alternates. If Subcontractor obtains approval of any substitute or alternate materials or method of operation which will in any way make changes in or add to the Work or cost thereof, Subcontractor shall be

responsible for all additional costs resulting therefrom, including costs incurred by PC Construction of Greenwood, Inc. or others. Shop drawings and other submittals from Subcontractor shall clearly identify, by specific reference, any substitutions, alternates, changes or deviations from the requirements of the Contract Documents. It is expressly understood that the review and approval of Subcontractor's shop drawings and other submittals is general only, and such review and approval shall not relieve Subcontractor from responsibility for any deviation from the requirements of the Contract Documents unless such deviation was clearly identified by specific reference in Subcontractor's submittal and was expressly approved.

- m. **USE OF CONTRACTOR'S EQUIPMENT.** Subcontractor, its agents, employees, subcontractors or suppliers shall not use PC Construction of Greenwood, Inc.'s labor or equipment without the written permission of PC Construction of Greenwood, Inc.. By using any labor, machinery, equipment, tools, scaffolding, hoists, lifts or similar items (collectively "equipment") owned, leased, or under the control of PC Construction of Greenwood, Inc., Subcontractor shall be deemed to have assumed all risks in connection therewith, including the risk of defects in said equipment.
- n. **LIENS.** If any person or entity employed directly or indirectly by subcontractor should file any lien against the real property upon which the Project is being constructed, or improvements thereon, or funds due Contractor from Owner, or Lien Claimant from Subcontractor, Subcontractor shall cause said lien to be removed or shall post a bond acceptable to Contractor to remove said lien. If any such lien is made or filed, Subcontractor shall immediately pay, bond off, or otherwise discharge said lien and furnish proof of same to PC Construction of Greenwood, Inc.. Upon Subcontractor's failure to do so within three (3) days after receipt of demand from PC Construction of Greenwood, Inc., then PC Construction of Greenwood, Inc. may take any action it deems appropriate to discharge such lien on Subcontractor's behalf. The Subcontractor shall be responsible and liable for all damages and expenses, including bond premiums and attorney's fees, incurred by PC Construction of Greenwood, Inc. to discharge and/or defend against said liens. The existence of any encumbrance shall preclude the Subcontractor's right to receive payment until such encumbrance has been satisfied and removed. This is in no way a waiver by Subcontractor of any of his statutory lien rights, or other rights, which the Subcontractor possesses to file and enforce a lien claim per the laws of the State in which the Project is located against the Owner in the event of nonpayment by PC Construction of Greenwood, Inc..

ARTICLE 6

CHANGES, FIELD ORDERS, CLAIMS AND DELAYS

- a. **CHANGES.** Without nullifying this Subcontract or any bond given pursuant to this Subcontract, PC Construction of Greenwood, Inc. may, in writing, direct the Subcontractor to make changes to the Subcontractor's Work, which changes are within the scope of this Subcontract. Within ten (10) days of PC Construction of Greenwood, Inc.'s directive or if the Contract Documents require notice to be given by PC Construction of Greenwood, Inc. to the Owner in less than ten days, Subcontractor shall comply with the notice requirements of the Contract Documents by giving notice and a written proposal to PC Construction of Greenwood, Inc. within such time as to enable PC Construction of Greenwood, Inc. to give notice to the Owner or to comply with any other notice requirements of the Contract Documents. **FAILURE OF THE SUBCONTRACTOR TO SUBMIT A WRITTEN PROPOSAL WITHIN THE TIME PROVIDED HEREIN, OR TO PROVIDE A WRITTEN NOTICE WITHIN THE TIME REQUIRED HEREIN, SHALL CONSTITUTE A WAIVER OF THE SUBCONTRACTOR'S RIGHT TO AN ADJUSTMENT OF THE SUBCONTRACT PRICE OR JOB SCHEDULE OR, WHERE A CREDIT IS INVOLVED, SUBCONTRACTOR ACCEPTS THE AMOUNT DETERMINED BY THE OWNER, ARCHITECT AND/OR PC Construction of Greenwood, Inc..** Any adjustments to Subcontract Price or Job Schedule, if any, shall be set forth in a written Subcontract Change Order. Under no circumstances shall the Subcontractor be entitled to receive a change order for self performed work in excess of the cost to perform the work plus fifteen percent (15%) which includes overhead and profit. Likewise, under no circumstances shall the Subcontractor be entitled to receive a change order for sub-subcontractor performed work in excess of the cost to perform the work plus seven percent (7%) which includes overhead and profit. Should PC Construction of Greenwood, Inc. and the Subcontractor be unable to agree upon the provisions of the Change Orders, the Subcontractor will nevertheless proceed with the Work and shall maintain daily cost records (including detailed descriptions and locations of the Work performed) of such Work on a time and materials basis and submit the same to PC Construction of Greenwood, Inc. daily. **THERE WILL BE NO ADJUSTMENT TO THE SUBCONTRACT PRICE OR JOB SCHEDULE WHICH ARE NOT ORDERED IN WRITING BY PC Construction of Greenwood, Inc. AND SIGNED BY THE PROJECT MANAGER, Gary Piontek.** Subcontractor shall only be entitled to an adjustment to the Subcontract Price or Job Schedule in connection with any change initiated by Owner upon the same terms and conditions as

any extension of time or additional compensation is allowable to PC Construction of Greenwood, Inc. under the Contract Documents, and only to the extent actually allowed and paid to PC Construction of Greenwood, Inc. by Owner, receipt of payment from Owner being an express condition precedent to PC Construction of Greenwood, Inc.'s obligation to pay Subcontractor.

- b. **FIELD ORDERS.** A "Field Order" is a written order from PC Construction of Greenwood, Inc. to Subcontractor which orders minor changes to or clarifies the scope of Subcontractor's Work, but does not involve an adjustment to the Subcontract Price or Job Schedule. Subcontractor shall carry out such Field Orders promptly. If Subcontractor believes a Field Order justifies an adjustment to the Subcontract Price or Job Schedule, Subcontractor shall so notify PC Construction of Greenwood, Inc. in writing prior to performing that portion of Subcontractor's Work affected by the Field Order. Subcontractor shall also present to PC Construction of Greenwood, Inc., on a daily basis, work tickets and other evidence of costs incurred in performing Subcontractor's Work affected by the Field Order. Failure to give written notice and present cost records daily as Subcontractor's Work affected by the Field Order is performed shall be a waiver of any claim by Subcontractor for an adjustment to the Subcontract Price or Job Schedule in connection with the Field Order. Within five (5) days after issuance of a Field Order which Subcontractor believes justifies an adjustment to the Subcontract Price or Job Schedule, Subcontractor shall submit to PC Construction of Greenwood, Inc., in writing, all evidence which Subcontractor believes substantiates its claim. If PC Construction of Greenwood, Inc. agrees, a Subcontract Change Order will be issued by the project manager, Gary Piontek. In the event that an agreement cannot be reached, Subcontractor shall nevertheless proceed in accordance with PC Construction of Greenwood, Inc.'s Field Order, and any dispute shall be resolved under Article 10 hereof.
- c. **CLAIMS RELATING TO PC Construction of Greenwood, Inc..** Subcontractor shall give PC Construction of Greenwood, Inc. written notice of any claim within five (5) days of the occurrence of the event for which the claim is made, or if Subcontractor is then aware of the condition giving rise to the claim, prior to performance of the affected portion of Subcontractor's Work, whichever is earlier; otherwise, such claims shall be deemed waived. The written notice shall include a description of the event giving rise to the claim, a description of the work to be performed, an estimate of the cost of performing the work and, if any additional time is necessary, a request for additional time. **FAILURE TO REQUEST TIME IN THE WRITTEN NOTICE SHALL BE DEEMED A WAIVER OF ANY REQUEST OR CLAIM FOR TIME EXTENSION.**
- d. **CLAIMS RELATING TO OWNER.** Subcontractor agrees to make all claims for which the Owner is or may be liable in the manner and within the time provided in the Contract Documents for like claims by PC Construction of Greenwood, Inc. upon Owner. Notice of such claims shall be given by Subcontractor within such time as to enable PC Construction of Greenwood, Inc. to give Owner any notices required by the Contract Documents; but, in any event, no later than five (5) days after the occurrence of the event for which such claim is made or, if Subcontractor is then aware of the condition giving rise to the claim, prior to performance of the affected portion of Subcontractor's Work, whichever is earlier; otherwise, such claims shall be deemed waived. Subcontractor shall only be entitled to an adjustment to the Subcontract Price or Job Schedule, for performing and completing that portion of Subcontractor's Work associated with any claim for which Owner is or may be liable, upon the same terms and conditions as any extension of time or additional compensation is allowable to PC Construction of Greenwood, Inc. under the Contract Documents, and only to the extent actually allowed and paid to PC Construction of Greenwood, Inc. by Owner, receipt of payment from Owner being an express condition precedent to PC Construction of Greenwood, Inc.'s obligation to pay Subcontractor. Any decision of Owner or Architect with respect to such claims which, under the terms of the Contract Documents, is binding on PC Construction of Greenwood, Inc., and any decision in arbitration or litigation between Owner and PC Construction of Greenwood, Inc. which becomes final and binding on PC Construction of Greenwood, Inc. shall likewise be final and binding on Subcontractor. If any claim is prosecuted or defended by PC Construction of Greenwood, Inc., Subcontractor agrees to cooperate fully with PC Construction of Greenwood, Inc. and to furnish all documents, statements, witnesses and other information required by PC Construction of Greenwood, Inc. for such purpose and shall pay or reimburse PC Construction of Greenwood, Inc. for all expenses and costs, including reasonable attorneys' fees, incurred in connection therewith to the extent of Subcontractor's interest in such claim.
- e. **DELAY.** If the progress of Subcontractor's Work is substantially delayed without the fault or responsibility of Subcontractor, then the Job Schedule shall be adjusted accordingly, but only to the extent an extension of time is obtained by PC Construction of Greenwood, Inc. from Owner under the terms of the Contract Documents, provided that Subcontractor must give written notice of delay to PC Construction of Greenwood, Inc. within such time as to enable PC Construction of Greenwood, Inc. to give Owner any notices required by the Contract Documents, but in any event, no later than five (5) days after the occurrence of the event claimed to be a substantial delay, otherwise the right to such an

adjustment to the Job Schedule is waived. It is expressly understood that Subcontractor's sole and exclusive remedy for delay, disruption, interference, inefficiencies, hindrance or any other adverse affect to the performance of Subcontractor's Work shall be by adjustment to the Job Schedule, as provided above, except to the extent that an adjustment to the Subcontract Price corresponds to an adjustment obtained on Subcontractor's behalf by PC Construction of Greenwood, Inc. from Owner under the terms of the Contract Documents, receipt of payment therefore from Owner being an express condition precedent to PC Construction of Greenwood, Inc.'s obligation to pay Subcontractor any such adjustment. If the Contract Documents provide for liquidated or other damages for delay and such damages are so assessed against PC Construction of Greenwood, Inc., then PC Construction of Greenwood, Inc. may assess same against Subcontractor in proportion to Subcontractor's share of the responsibility for such delay as determined by PC Construction of Greenwood, Inc. Subcontractor shall also be liable for all additional damages PC Construction of Greenwood, Inc. may incur as a result of Subcontractor's failure to complete Subcontractor's Work or any portion thereof in accordance with the Job Schedule, including direct costs, liquidated damages and/or PC Construction of Greenwood, Inc. extended overhead.

- f. **CLAIMS RELATING TO OTHER SUBCONTRACTORS OR SUPPLIERS.** Subcontractor agrees that it will not hold PC Construction of Greenwood, Inc. liable for any damages, costs, losses or expenses, including but not limited to delays, disruption and interference, resulting from any acts or omissions, failure to perform, delays in performance, or defaults of any other subcontractor or any supplier in connection with the performance of the Work. Subcontractor agrees that its sole remedy shall be directly against the other subcontractor or supplier, and the Subcontractor further agrees to make no claim against the Owner or PC Construction of Greenwood, Inc. nor to make the Owner or PC Construction of Greenwood, Inc. a party to any such claim or action. Subcontractor expressly agrees to confer upon other subcontractors and suppliers on the Project a direct right of action against the Subcontractor for any damages, costs, losses or expenses claimed to result from any acts or omissions, failure to perform, delays in performance, or defaults of the Subcontractor. Subcontractor expressly agrees that, should a claim be made against PC Construction of Greenwood, Inc. by other subcontractors, suppliers or third parties for which the Subcontractor is or might be liable, and such claims are asserted in an arbitration proceeding, then the Subcontractor agrees that PC Construction of Greenwood, Inc., at its election, may require and the Subcontractor will consent to joinder in such arbitration proceeding. Subcontractor further agrees that direct claims may be asserted by other parties to the arbitration against the Subcontractor and that such claims will be consolidated into a single arbitration proceeding.
- g. **CLAIMS DOCUMENTATION AND SUPPORT.** Subcontractor agrees to provide within fifteen (15) days from receipt of written notice from PC Construction of Greenwood, Inc. any documentation requested by PC Construction of Greenwood, Inc. including, but not limited to, bid take offs, detailed job cost reports, labor records, man hour records, job diaries or other documents as may be identified. Subcontractor shall maintain specifically and separately all costs associated with the claim including supervision, man hours and materials. **FAILURE OF SUBCONTRACTOR TO MAINTAIN SEPARATELY AND CONCURRENTLY THE COSTS AND DAMAGES ASSOCIATED WITH ANY CLAIM BY SUBCONTRACTOR AGAINST PC CONSTRUCTION OF GREENWOOD, INC. SHALL BE DEEMED A WAIVER OF ANY DAMAGES OR COSTS ASSOCIATED OR ARISING OUT OF ANY SUCH CLAIM MADE BY SUBCONTRACTOR AGAINST PC CONSTRUCTION OF GREENWOOD, INC.**

ARTICLE 7

DEFAULT

- a. Should the Subcontractor at any time refuse or neglect to supply a sufficient number of properly skilled workmen, or a sufficient quantity of materials of proper quality, or fail in any respect to execute the Work covered by this Subcontract with promptness and diligence, or fail in the performance of any of the agreements herein contained, PC Construction of Greenwood, Inc. may, at its option, after twenty-four (24) hours written notice to the Subcontractor, (i) provide any such labor and materials and deduct the costs thereof from any money then due or thereafter to become due the Subcontractor under this Subcontract or (ii) without process of law or further notice to the Subcontractor take the prosecution of the Work out of the hands of the Subcontractor and take possession for the purpose of completing the Work included under this Subcontract, of all the materials, tools and appliances thereon, and may employ any other person or persons to finish the Work and provide the materials therefor, and in case of such discontinuance of the employment of the Subcontractor by PC Construction of Greenwood, Inc., the Subcontractor shall not be entitled to receive any further payments under this Subcontract until the Work shall be wholly finished. At that time, if the unpaid

balance of the amount to be paid under this Subcontract exceeds the expenses incurred by PC Construction of Greenwood, Inc. in finishing the Work, such excess shall be paid by PC Construction of Greenwood, Inc. to the Subcontractor, but, if such expenses shall exceed the unpaid balance, the Subcontractor shall pay the difference to PC Construction of Greenwood, Inc. The expense incurred by PC Construction of Greenwood, Inc., as herein provided, either for furnishing materials or for finishing the Work, and in addition thereto, any and all damages incurred as a result of a default by Subcontractor, whether or not PC Construction of Greenwood, Inc. elects to terminate the Subcontract, shall be chargeable to and paid by the Subcontractor, and PC Construction of Greenwood, Inc. shall have a lien upon all materials, tools and appliances taken possession of as aforesaid to secure the payment thereof. In addition, PC Construction of Greenwood, Inc. may terminate all or any part of the work of this Subcontract, without cause, by giving notice to the Subcontractor and reimbursing the Subcontractor for the Work executed to the date of notification by PC Construction of Greenwood, Inc., plus the reasonable cost of demobilization. Under no circumstances, however, shall PC Construction of Greenwood, Inc. be liable for anticipated profits on Work not performed. In the event a termination of this Subcontract for default, as set out above, is found by a court of competent jurisdiction to be unjustified, then such termination shall be deemed to have been a termination by PC Construction of Greenwood, Inc. without cause, mentioned above, and the Subcontractor shall be reimbursed accordingly.

- b. **BANKRUPTCY - INTERIM REMEDIES.** If a petition in bankruptcy is filed by or against Subcontractor pursuant to the U.S. Bankruptcy Code, or any similar state statute or code, and at the time of such filing or at any subsequent time Subcontractor is not performing in accordance with the Job Schedule, PC Construction of Greenwood, Inc. may, while awaiting the decision of Subcontractor or its trustee or the Court to reject this Subcontract, or to affirm this Subcontract and provide adequate assurance of Subcontractor's ability to perform hereunder, avail itself of such remedies under this Article 7 as are reasonable necessary to maintain the Job Schedule.

ARTICLE 8

SUSPENSION OR TERMINATION BY OWNER

Should Owner suspend or terminate the Contract between Owner and PC Construction of Greenwood, Inc., or any portion of said Contract which includes all or part of Subcontractor's Work, PC Construction of Greenwood, Inc. shall so notify Subcontractor in writing and, upon receipt of said notice, Subcontractor's performance under this Subcontract, or affected portion thereof, shall also be suspended or terminated and Subcontractor shall immediately stop work on any affected portion of Subcontractor's Work. In the event of Owner suspension or termination, PC Construction of Greenwood, Inc.'s liability to Subcontractor is limited to the extent of recovery by PC Construction of Greenwood, Inc. from Owner, on Subcontractor's behalf, for such suspension or termination, and provided further that Subcontractor shall only be entitled to an adjustment of the Subcontract Price or Job Schedule actually allowed and paid to PC Construction of Greenwood, Inc. by Owner, receipt of payment of allowance from Owner being an express condition precedent to PC Construction of Greenwood, Inc.'s obligation to similarly adjust the Subcontract Price or Job Schedule.

ARTICLE 9

INDEMNIFICATION

- a. **SUBCONTRACTOR'S PERFORMANCE.** Subcontractor shall defend, indemnify, hold harmless PC Construction of Greenwood, Inc. and Owner, and their agents and employees, from and against any claim, cost, expense, damage, loss or liability (including attorney's fees) due to bodily injury (including death) or property damage arising out of or resulting from performance of this Subcontract, or in any manner due to Subcontractor's failure or refusal to perform any of the terms and provisions of this Subcontract, except that Subcontractor shall not be liable hereunder for the consequences of negligence on the part of PC Construction of Greenwood, Inc..
- b. **NO LIMITATION UPON LIABILITY.** In any and all claims against Owner, Architect, PC Construction of Greenwood, Inc. and other contractors or subcontractors, or any of their agents, officers, directors or employees, and their successors and assigns, by any employee of Subcontractor, anyone directly or indirectly employed by Subcontractor, or anyone for whose acts Subcontractor may be liable, the indemnification obligations under this Article shall not be limited in any way by any limitation on the amount of damages, compensation, or benefits payable by or for Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- c. **COMPLIANCE WITH LAWS.** Subcontractor is bound by, at its own cost and shall comply with all applicable Federal, State and local codes, laws, ordinances, and regulations (herein "laws"), including,

but not limited to, laws pertaining to equal employment opportunity, Davis-Bacon Act, Federal Acquisition Regulation, Code of Federal Regulations, Cost Accounting Standards, social security, unemployment compensation, workers' compensation, tax, safety, and building codes. Subcontractor shall indemnify, defend and hold harmless PC Construction of Greenwood, Inc. and Owner with respect to all claims, damages, losses, costs and expenses attributable to the failure or claimed failure of Subcontractor, or its employees, agents, subcontractors or suppliers, to comply with such laws, including, but not limited to, any fines or penalties incurred by PC Construction of Greenwood, Inc. or Owner in connection therewith.

ARTICLE 10

DISPUTE RESOLUTION

- a. **AGREEMENT TO ARBITRATE.** All claims, disputes and other matters in question arising out of or relating to this Subcontract or the performance or breach thereof, except for claims which have been waived by the acceptance of final payment, claims which are subject to a final and binding determination under Article 6, Paragraph "d" and the claims described in Article 10, Paragraph "e" shall, at the option of PC Construction of Greenwood, Inc. and upon PC Construction of Greenwood, Inc.'s written request or demand therefore, be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect, unless the parties mutually agree otherwise. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. All arbitration proceedings between PC Construction of Greenwood, Inc. and Subcontractor shall be conducted in Greenwood, South Carolina or at such other location as PC Construction of Greenwood, Inc., in its sole discretion, may designate. Demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question arises, but in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitation.
- b. **AGREEMENT TO MEDIATE.** Prior to arbitration, at the option of PC Construction of Greenwood, Inc. and upon PC Construction of Greenwood, Inc.'s written request or demand therefore, the parties shall endeavor to resolve disputes by mediation. Any such mediation shall be conducted in accordance with the Construction Industry Mediation Rules of the American Arbitration Association then in effect, unless the parties mutually agree otherwise. A request or demand for mediation may be made either before or after the filing of the demand for arbitration but, in any event, mediation, when demanded, shall proceed in advance of arbitration or legal or equitable 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.
- c. **WORK CONTINUATION.** Unless otherwise agreed in writing, Subcontractor shall carry on Subcontractor's Work and maintain the Job Schedule during or pending any arbitration, and conversely, PC Construction of Greenwood, Inc. shall continue to perform its obligations under this Subcontract.
- d. **NO LIMITATION OF RIGHTS OR REMEDIES.** Nothing in this Article 10 shall limit any rights or remedies, not otherwise expressly waived by Subcontractor, which Subcontractor may have under lien laws or payment bonds; provided, that arbitration under this Article 10 is a condition precedent to Subcontractor's right to institute an action in any court against PC Construction of Greenwood, Inc. or its surety or Owner, and if such action is instituted, Subcontractor agrees that it shall be stayed pending arbitration.
- e. **EXCEPTIONS.** This agreement to arbitrate shall not apply to any claim:
 - .1 of contribution of indemnity asserted by one party to this Subcontract against the other party and arising out of an action brought in a State or Federal court, or brought in arbitration by a person who is under no obligation to arbitrate the subject matter of such action with either of the parties hereto and who does not consent to such arbitration; or
 - .2 asserted by Subcontractor against PC Construction of Greenwood, Inc. If PC Construction of Greenwood, Inc. asserts said claim, either in whole or part, against Owner, and the Contract between PC Construction of Greenwood, Inc. and Owner does not provide for binding arbitration and PC Construction of Greenwood, Inc. and Owner do not subsequently agree to arbitration, or the Contract does so provide but the two arbitration proceedings cannot be consolidated. If PC Construction of Greenwood, Inc. contends this exception applies, he shall so notify Subcontractor either before or

after demand for arbitration is made; or .3 for punitive damages or injunctive relief.

- f. **ARBITRABILITY.** In any dispute arising out of the application of this Article 10, questions of arbitrability or consolidation of proceedings shall be decided by the appropriate court and not by arbitration.
- g. **RECOVERY OF COSTS.** PC Construction of Greenwood, Inc. is entitled to recover all costs incurred, including attorney's fees, in the resolution of any claim or dispute.

ARTICLE 11

INSURANCE

Before commencing the Work, the Subcontractor shall furnish PC Construction of Greenwood, Inc. with an insurance certificate showing at least the following coverages: Workmen's Compensation--Statutory Limits, Comprehensive General Liability (Bodily Injury\$ 1,000,000, Property Damage\$ 1,000,000), Comprehensive Automobile Liability (Bodily Injury\$ 1,000,000). The Subcontractor shall obtain and maintain the insurance at its expense for the duration of its Work. When the Subcontractor is responsible for any part of the design for any component of the structure for the Project, he shall, at his expense, provide Errors & Omissions Insurance, with PC Construction of Greenwood, Inc. being named an additional insured and a Certificate bearing proof of this insurance. Receipt by PC Construction of Greenwood, Inc. of any required certificate of insurance or performance or payment bond shall be a condition precedent to Subcontractor's entitlement to any payment under this Subcontract. Failure to provide any required certificates of insurance or bonds before a commencing work shall constitute a material breach of this Subcontract.

ARTICLE 12

MISCELLANEOUS

Subcontractor shall, at its own expense:

- (a) obtain all necessary permits and licenses and comply with all statutes, ordinances, rules, regulations and orders of any governmental or quasigovernmental authority applicable to the performance of the Work and be responsible for and correct any violations thereof; and
- (b) conform to the basic safety policy of PC Construction of Greenwood, Inc. and comply with all specific safety requirements promulgated by the Owner or PC Construction of Greenwood, Inc., including the Occupational Safety and Health Act of 1970.

ARTICLE 13

GUARANTEE

The Subcontractor guarantees that the Work shall be free from defects and shall conform to and meet the requirements of this Subcontract and the Contract Documents and shall furnish any separate guarantee for the Work, or portions thereof, required under this Subcontract or the Contract Documents. The Subcontractor agrees to make good, to the satisfaction of PC Construction of Greenwood, Inc. and the Owner, any portion or portions of the Work which prove defective within one (1) year (or such longer period as may be specified in this Subcontract or the Contract Documents) from the date of acceptance of the Project by the Owner.

ARTICLE 14

ASSIGNMENT

The Subcontractor will not sublet, assign or transfer this Subcontract or any part thereof without the prior written consent of PC Construction of Greenwood, Inc., nor will the Subcontractor assign any monies to become due him hereunder without the prior written consent of PC Construction of Greenwood, Inc..

ARTICLE 15

TAXES

It is hereby specifically and expressly agreed that with respect to labor requirements and wage scales, the Subcontractor will comply with all statutory and Specifications requirements, will pay all taxes assessed against his labor and material, and will also comply with all statutory or Specification requirements as to labor reports, payroll, taxes, and the like. Subcontractor agrees to conform with all state and federal labor laws. The Subcontractor agrees to pay any fines assessed against PC Construction of Greenwood, Inc. because of labor violation by the Subcontractor or his subcontractors.

ARTICLE 16

CORRESPONDENCE

All correspondence relating to the Project, including without limitation, invoices and Applications for Payment, shall be sent to the following address:

FOR U.S. MAIL: ATTN: Project Manager
 PC Construction of Greenwood, Inc.
 108 Enterprise Crt.
 Greenwood, S.C. 29649

FOR FED/EX, UPS, etc.: ATTN: Project Manager
 PC Construction of Greenwood, Inc.
 108 Enterprise Crt.
 Greenwood, S.C. 29649

Shop drawings and submittals shall be forwarded to the Project Manager for processing.

ARTICLE 17

ATTACHMENTS

The following additions, deletions and modifications constitute a part of this Subcontract:

- Attachment "A" Letter of Intent review statement
- Attachment "B" Standard Requirements Attachment
- Attachment "C" *Drawing List and Specifications*

ARTICLE 18

SCOPE OF WORK

The Subcontractor's Work shall consist of (to include but not limited to) all components necessary to furnish and install a complete and functional system for the following:

Sections 31-1000 Site Clearing and Demo, Erosion Control to include seeding, Filtrex Silt Sediment Traps, and Temp Drainage Swale, 31-2000 Earth Moving to include backfilling of walls and Final grade to a 1/10 and Section 33-4100 Site Storm Drainage. Layout work for your scopeto be included for all areas, in accordance with Neal Prince Contract Drawings and Specifications to include Alternate number 1. Please note there were two Addendas on this project prior to bid which must be included in your scope as necessary.

Included are all accessories, materials, labor, supervision, equipment and items of an incidental nature, etc. required to furnish a complete and functional system, whether or not shown, detailed and/or implied on the plans and specifications.

ARTICLE 19

ENTIRE AGREEMENT

This Subcontract is solely for the benefit of the signatories hereto, represents the entire and integrated agreement

between the parties hereto, and supersedes all prior negotiations, representations, or agreements, either written or oral. No other agreements or understanding of any nature concerning the same has been entered into or will be recognized. PC Construction of Greenwood, Inc. has made no inducements or representations to Subcontractor whatsoever except as expressly stated in this Subcontract. No oral modification of this Subcontract shall have any force or effect.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first written above, this instrument being executed in duplicate, each party retaining a copy.

<u>Miller's Construction Co., LLC</u>	<u>PC CONSTRUCTION OF GREENWOOD, INC.</u>
Subcontractor	Contractor
By: <u>[Signature]</u>	By: <u>[Signature]</u>
Date: <u>30 Dec 2009</u>	Date: <u>1/6/10</u>
Title: <u>[Signature]</u>	Title: <u>office</u> Project Manager

LETTER OF INTENT CONTRACT ATTACHMENT "A"
for Lander Sports Complex

1. Acknowledge receipt of this Letter of Intent and verify the listed Contract Value as soon as possible, but no later than (5) working days following receipt of this letter.
2. Review the Owners specification Manual for submittal requirements for submission:
 - a. Note that all sections requiring submittals will be required.
 - b. Indicate Fabrication lead times / Delivery Schedules of any long lead items needing to be incorporated into the schedule.
3. Forward 7 (Seven) copies of your submittals in accordance with the Contract Documents as soon as possible. You will need to submit the anticipated turnover date for Submittals, to PC Construction of Greenwood, Inc, for approval
4. Identify and list any priority submittals by other trades required by you to complete your work to avoid delays. Any notification past 30 days from this letter will not be the responsibility of PC Construction.
5. Any current issues or conflicts to be resolved prior to contract execution.
6. A schedule of Values to be used for payment purposes. Lines items for closeout documents must be included on your schedule of values submitted for approval.
7. A copy of your General Liability and Workman Comp Certificate of Insurance is required before work may commence on site.
8. We need a copy of your Tax Payers ID # and Certification. W-9
9. We will require an affidavit that pre-employment drug testing has been done.

STANDARD REQUIREMENTS CONTRACT ATTACHMENT "B"
for Lander Sports Complex

Please forward the following items as indicated:

ITEM

1. Current Certificate of Liability Insurance
& Workmen's Comp. with specified coverages. -
2. Schedule of Values -
3. Material Safety and Data sheets as required -
4. Application for Payment -
5. Subcontractor Personnel Directory -

REQUIREMENTS

- 1.) Must be received before commencement of work.
- 2.) PC Construction of Greenwood, Inc. must be added as Additional Insured

Must be received and approval 15 working days prior to initial Application for Payment.

Must be received before commencement of work.

All applications for payment must be received no later than the 15th of the month for the previous pay period. ALL APPLICATIONS FOR PAYMENT MUST BE SUBMITTED IN AN AIA FORMAT, AND IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 3, "SUBCONTRACT PRICE AND PAYMENTS".

Listing of key personnel for project (project manager, superintendent, foreman) along with job / office / emergency phone numbers. Must be received before commencement

of work.

6. Submittals / Material Deliveries / Schedule -

(As noted in Letter of Intent to Award)
Forward a listing of the following submittal requirements:

- a. Anticipated Submittals due date for Approval
- b. Fabrication, delivery and projected installation time(s) for each work item. (Work Schedule)
- c. Master list of required submittals as listed in the contract specifications.

7. Locator Service Request Form

Noting that job sites consist of multiple acreage, it is imperative that you request locator service for the areas in which you plan to dig, using the form provided.

In addition to the requirements listed, ALL items listed are required before processing of the first Application for Payment.

Attachment 'C'

Lander University RWS Complex Initiative – Field Construction
Exhibit A to the Contract For Construction
List of Specifications

All specification sections are dated October 6, 2009 unless otherwise noted.

DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS		
00 5200	AGREEMENT FORM	1
00 7200	GENERAL CONDITIONS	1
DIVISION 01 - GENERAL REQUIREMENTS		
01 1000	SUMMARY	6
01 2100	ALLOWANCES	2
01 2200	UNIT PRICES	3
01 2300	ALTERNATES	2
01 2500	SUBSTITUTION PROCEDURES	4
01 2600	CONTRACT MODIFICATION PROCEDURES	3
01 2900	PAYMENT PROCEDURES	4
01 3100	PROJECT MANAGEMENT AND COORDINATION	5
01 3120	PROJECT COMMUNICATIONS	3
01 3200	CONSTRUCTION PROGRESS DOCUMENTATION	7
01 3300	SUBMITTAL PROCEDURES	10
01 3550	CONSTRUCTION WASTE MANAGEMENT	5
01 4200	REFERENCES	8
01 4300	QUALITY ASSURANCE	3
01 4339	VISUAL MOCK-UP REQUIREMENTS	3
01 4500	QUALITY CONTROL	6
01 5000	TEMPORARY FACILITIES AND CONTROLS	5
01 5100	TEMPORARY UTILITIES	6
01 5600	TEMPORARY BARRIERS AND ENCLOSURES	2
01 6000	PRODUCT REQUIREMENTS	7
01 6400	OWNER FURNISHED PRODUCTS	3
01 7000	EXECUTION REQUIREMENTS	7
01 7700	CLOSEOUT PROCEDURES	7
DIVISION 02 - EXISTING CONDITIONS		
02 4116	STRUCTURE DEMOLITION	6
02 8320	SEGMENTAL BLOCK RETAINING WALLS	3
02 8350	FENCE AND WALL PADDING	5
DIVISION 03 - CONCRETE		
03 1000	CONCRETE FORMWORK	21
03 2000	CONCRETE REINFORCEMENT	4
03 3000	CAST-IN-PLACE CONCRETE	6
DIVISION 04 - MASONRY		
04 2100	REINFORCED MASONRY	10

Exhibit A

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Lander University RWS Complex Initiative – Field Construction
Exhibit A to the Contract For Construction
List of Specifications

04 2113	BRICK MASONRY	10
04 7200	CAST STONE MASONRY	6
DIVISION 05 - METALS		
05 1200	STRUCTURAL STEEL	16
05 2100	STEEL JOISTS	8
05 3100	STEEL DECK	6
05 4000	COLD-FORMED METAL FRAMING	9
05 5000	METAL FABRICATIONS	8
05 6213	PIPE AND TUBE RAILINGS	8
DIVISION 06 - WOOD, PLASTICS, AND COMPOSITES		
06 1063	EXTERIOR ROUGH CARPENTRY	8
06 1800	GLUED-LAMINATED CONSTRUCTION	6
DIVISION 07 - THERMAL AND MOISTURE PROTECTION		
07 1114	ASPHALT MASTIC DAMPPROOFING	6
07 1326	SELF-ADHERING SHEET WATERPROOFING	5
07 2100	THERMAL INSULATION	4
07 2617	BELOW SLAB VAPOR RETARDERS	5
07 4243	COMPOSITE WALL PANELS	6
07 6423	THERMOPLASTIC POLYOLEFIN (TPO) ROOFING	5
07 6113	STANDING SEAM METAL ROOF PANELS	12
07 6200	SHEET METAL FLASHING AND TRIM	7
07 7200	ROOF ACCESSORIES	5
07 9200	JOINT SEALANTS	9
DIVISION 08 - OPENINGS		
08 2113	HOLLOW METAL DOORS AND FRAMES	7
08 3113	ACCESS DOORS AND FRAMES	5
08 3323	OVERHEAD COILING DOORS	4
08 5123	STEEL WINDOWS	8
08 7100	DOOR HARDWARE	17
08 8010	EXTERIOR GLAZING	8
08 9100	WALL LOUVERS	7
DIVISION 09 - FINISHES		
09 2116	GYPSUM BOARD ASSEMBLIES	16
09 5113	ACOUSTICAL PANEL CEILINGS	6
09 6513	RESILIENT BASE AND ACCESSORIES	3
09 6700	POLYMER FLOORING SYSTEM	4
09 7730	IMPACT RESISTANT WALL COVERINGS	4
09 9100	PAINTING	12
09 9300	STAINING AND TRANSPARENT FINISHING	5
09 9700	COATINGS FOR STEEL	6
DIVISION 10 - SPECIALTIES		

Exhibit A

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Lander University RWS Complex Initiative -- Field Construction
Exhibit A to the Contract For Construction
List of Specifications

10 1453	TRAFFIC SIGNAGE	4
10 2113	TOILET COMPARTMENTS	4
10 2813	TOILET ACCESSORIES	8
10 3500	FLAGPOLES	3
10 4400	FIRE-PROTECTION SPECIALTIES	4
DIVISION 11 - EQUIPMENT		
11 4580	DISAPPEARING STAIR	3
11 4850	NETTING	9
DIVISION 12 - FURNISHINGS		
12 3200	MODULAR MILLWORK	5
12 3661	SIMULATED STONE COUNTERTOPS	3
12 6300	STADIUM SEATING	8
12 9313	BICYCLE RACKS	2
DIVISION 22 PLUMBING		
22 0001	PLUMBING GENERAL PROVISIONS	1
22 0116	DOMESTIC WATER PIPING SYSTEMS	4
22 1300	SOIL AND WASTE PIPING SYSTEMS	3
22 1400	ROOF DRAINAGE SYSTEMS	2
22 4000	PLUMBING FIXTURES	5
DIVISION 23 HEATING & VENTILATION		
23 0001	MECHANICAL GENERAL PROVISIONS	9
23 0514	PIPE, TUBE AND FITTINGS	4
23 0516	PIPING ACCESSORIES	3
23 0523	VALVES	2
23 0529	HANGERS, SUPPORTS AND ANCHORS	4
23 0548	SEISMIC PROTECTIN FOR MECHANICAL SYSTEMS	3
23 0700	SYSTEMS INSULTAION	3
23 0924	CONTROLS AND INSTRUMENTATION	2
23 3000	AIR DISTRIBUTION	5
23 8113	THRU THE WALL HEAT PUMPS	4
23 8127	DUCTLESS MINI SPLIT HEAT PUMP	5
DIVISION 26-28 -- ELECTRICAL & COMMUNICATIONS		
26 0500	BASIC MATERIALS	8
26 0501	GENERAL PROVISIONS	3
26 0519	CONDUCTORS	3
26 0539	ELECTRICAL RACEWAYS	3
26 0548	VIBRATION AND SEISMIC CONTROLS FOR ELECTRICAL SYSTEMS	8
26 0575	ELECTRICAL TESTING	3
26 2600	SERVICE AND DISTRIBUTION	2
26 5100	LIGHTING	3
26 5110	SPORTS LIGHTING	10
27 0500	TELEPHONE RACEWAY SYSTEM	2
28 3111	VOICE FIRE ALARM SYSTEM	7
DIVISION 31 - EARTHWORK		
31 1000	SITE CLEARING AND EROSION CONTROL	7
31 2000	EARTH MOVING	16

Exhibit A

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Lander University RWS Complex Initiative – Field Construction
Exhibit A to the Contract For Construction
List of Specifications

31 2319	DEWATERING	4	
DIVISION 32 - EXTERIOR IMPROVEMENTS			
32 1216	ASPHALT PAVING	8	
32 1220	RUNNING TRAIL SYNTHETIC SURFACE	5	
32 1313	CONCRETE PAVING	13	
32 1400	UNIT PAVING	7	
32 1410	ADA DETECTABLE WARNING PAVERS	6	
32 1823	CUSHIONED ACRYLIC TENNIS COURT SYSTEMS	8	
32 3113	CHAIN LINK FENCES AND GATES	8	
32 3114	TENNIS COURT FENCING	10	
32 3119	DECORATIVE METAL FENCES AND GATES	4	
32 8400	PLANTING IRRIGATION	22	11/12/09
32 9200	TURF AND GRASSES	13	
32 9300	PLANTS	18	
DIVISION 33 - UTILITIES			
33 1100	WATER DISTRIBUTION SYSTEM	15	
33 3100	GRAVITY FLOW SANITARY SEWERAGE SYSTEM	13	
33 4100	STORM DRAINAGE SYSTEM	15	
33 4600	SUBDRAINAGE	6	

Lander University RWS Complex Initiative – Field Construction
Exhibit B to the Contract For Construction
List of Drawings

All drawings are dated October 6, 2009 unless otherwise noted.

A 0.00	COVERSHEET
A 0.01	INDEX AND PROJECT INFORMATION
	CIVIL
C-000	COVERSHEET
C-001	PROJECT LEGEND AND NOTES
C-002	SURVEY
C-100	EXISTING CONDITIONS AND DEMOLITION PLAN
C-200	EROSION AND SEDIMENT CONTROL PLAN
C-300	EROSION AND SEDIMENT CONTROL DETAILS
C-400	OVERALL SITE PLAN
C-401	SITE PLAN (1 OF 4)
C-402	SITE PLAN (2 OF 4)
C-403	SITE PLAN (3 OF 4)
C-404	SITE PLAN (4 OF 4)
C-500	OVERALL GRADING AND DRAINAGE PLAN
C-501	GRADING AND DRAINAGE PLAN (1 OF 4)
C-502	GRADING AND DRAINAGE PLAN (2 OF 4)
C-503	GRADING AND DRAINAGE PLAN (3 OF 4)
C-504	GRADING AND DRAINAGE PLAN (4 OF 4)
C-601	SITE AND DRAINAGE DETAILS (1 OF 3)
C-602	SITE AND DRAINAGE DETAILS (2 OF 3)
C-603	SITE AND DRAINAGE DETAILS (3 OF 3)
C-700	UTILITY PLAN AND PROFILE
C-801	UTILITY DETAILS (1 OF 2)
C-802	UTILITY DETAILS (2 OF 2)
	LANDSCAPE
L-100	SITE MATERIALS PLAN
L-101	SITE MATERIALS ENLARGEMENTS
L-200	OVERALL LANDSCAPE PLAN
L-201	LANDSCAPE PLAN
L-202	LANDSCAPE PLAN
L-203	LANDSCAPE PLAN
L-204	LANDSCAPE SCHEDULE
L-205	LANDSCAPE SCHEDULE
	ARCHITECTURAL
A1.01	ARCHITECTURAL SITE PLAN
A1.02	FENCING SITE PLAN
A1.03	FENCING DETAILS
A1.04	DIMENSION CONTROL PLANS
A2.01	SOFTBALL STADIUM SEATING PLAN
A2.02	BASEBALL STADIUM SEATING PLAN

Exhibit B

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Lander University RWS Complex Initiative -- Field Construction
Exhibit B to the Contract For Construction
List of Drawings

A2.03	SOCCER SEATING PLAN AND FIELD LAYOUT
A2.10	SOFTBALL STADIUM FLOOR PLANS
A2.11	CONCESSIONS FLOOR PLAN
A2.12	BASEBALL STADIUM FLOOR PLAN
A2.13	MISCELLANEOUS FLOOR PLANS
A2.14	TENNIS PAVILION IN TENNIS COURT PLAN (TYPICAL)
A2.15	ENLARGED TERRACE PLAN AND DETAILS
A2.21	ROOF PLANS
A2.22	ROOFING DETAILS
A3.31	BATHROOM AND INTERIOR FINISHES
A3.32	DOOR AND WINDOW SCHEDULE / WALL TYPES
A4.01	REFLECTED CEILING PLAN
A5.01	EXTERIOR BUILDING ELEVATIONS
A5.02	EXTERIOR BUILDING ELEVATIONS
A6.01	BUILDING SECTIONS
A6.02	WALL SECTIONS
A6.03	WALL SECTIONS
A6.04	WALL SECTIONS
A6.05	WALL SECTIONS
A7.01	SEATING BOWL DETAILS
A7.02	SECTION DETAILS
A7.03	EXTERIOR SECTION DETAILS (CONCESSIONS)
A7.10	EXTERIOR PLAN DETAILS
A8.01	ALT. #1 - TENNIS PAVILION AND ALTERNATE PLATFORM
	STRUCTURAL
S0.01	STRUCTURAL NOTES
S1.01	REFERENCE PLAN
S1.02	ROOF WIND PRESSURE DIAGRAM
S1.03	WALL WIND PRESSURE DIAGRAM
S2.10	SOFTBALL STADIUM FOUNDATION IN FLOOR PLAN
S2.11	CONCESSIONS AND DECK FOUNDATION AND FLOOR PLAN
S2.12	BASEBALL STADIUM FOUNDATION AND FLOOR PLAN
	SOCCER PRESS BOX AND BATTER'S EYE FOUNDATION IN FLOOR PLAN
S2.13	PLAN
S2.14	TENNIS PAVILION AND TENNIS COURT FOUNDATION IN FLOOR PLAN
S2.21	ROOF FRAMING PLANS
S2.22	BACKSTOP NETTING PLANS
S3.01	SCHEDULES
S4.01	BUILDING SECTIONS
S4.02	BUILDING ELEVATIONS
S5.01	FOUNDATION DETAILS
S5.02	MASONRY DETAILS
S5.03	CONCRETE DETAILS
S5.04	CONCRETE DETAILS
S6.01	ROOF DETAILS
S6.02	STEEL DETAILS

Exhibit B

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Lander University RWS Complex Initiative - Field Construction
Exhibit B to the Contract For Construction
List of Drawings

S6.03	STEEL DETAILS
S7.01	GLULAM BEAMS AND CONNECTION DETAILS
S7.02	GLULAM BEAMS AND CONNECTION DETAILS
S7.03	GLULAM BEAMS AND CONNECTION DETAILS
S8.01	SPORTS SPECIFIC DETAILS
	MECHANICAL
M-1	MECHANICAL SITE / KEY PLAN
M-2	ENLARGED HVAC FLOOR PLANS & SCHEDULES
M-3	KITCHEN HOOD DETAIL
M-4	KITCHEN HOOD DETAIL
	ELECTRICAL
E0.01	ELECTRICAL LEGEND AND SCHEDULE
E0.02	ELECTRICAL RISER DIAGRAMS
E0.03	ELECTRICAL PANEL SCHEDULES
E0.04	ELECTRICAL SPORTS LIGHTING RISER DIAGRAMS (CONSTANT WATTAGE)
E0.04A	ELECTRICAL SPORTS LIGHTING RISER DIAGRAM (ALTERNATE WATTAGE)
E0.05	ELECTRICAL FIBER RISER
E0.06	ELECTRICAL DETAILS
E1.01	ELECTRICAL OVERALL SITE PLAN
E1.02	ELECTRICAL AREA LIGHTING PLAN
E1.03	ELECTRICAL SPORTS LIGHTING (CONSTANT WATTAGE)
E1.03A	ELECTRICAL SPORTS LIGHTING (ALTERNATE WATTAGE)
E2.10	ELECTRICAL SOFTBALL STADIUM FLOOR PLANS
E2.11	ELECTRICAL CONCESSIONS FLOOR PLAN
E2.12	ELECTRICAL BASEBALL STADIUM FLOOR PLAN
E2.13	ELECTRICAL FLOOR PLANS
E2.14	ELECTRICAL TENNIS PAVILION AND TENNIS COURT
E3.01	ELECTRICAL LIGHTING PLANS
	PLUMBING
P-1	PLUMBING SITE / KEY PLAN
P-2	ENLARGED PLUMBING FLOOR PLAN
P-3	PLUMBING RISERS
P-4	PLUMBING SCHEDULES AND DETAILS

Exhibit B

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Lander University RWS Complex Initiative – Field Construction
Exhibit C to the Contract For Construction
Description of Contract Time

The **DATE OF SUBSTANTIAL COMPLETION**, to be documented on Form SE-550A, *Certificate of Substantial Completion*, for Phase I – Soccer Stadium shall be August 15, 2010, subject to adjustments as provided in the Contract Documents.

The **DATE OF SUBSTANTIAL COMPLETION**, to be documented on Form SE-550A, *Certificate of Substantial Completion*, for Phase II – All work of this project except the Soccer Stadium shall be Two Hundred and Forty (240) **CALENDAR DAYS** from the **DATE OF COMMENCEMENT** set forth in the SE-390, subject to adjustments as provided in the Contract Documents.

The **DATE OF FINAL COMPLETION**, to be documented on Form SE-560C, *Certificate of Final Completion*, for Phases I & II shall be Thirty (30) **CALENDAR DAYS** from the **DATE OF SUBSTANTIAL COMPLETION** of each phase, subject to adjustments as provided in the Contract Documents.

Exhibit B

LOD - 1

Act ID	Description	Orig Dur	Rem Dur	Early Start	Early Finish	Actual Start	Actual Finish	%	Resource
Milestones									
MILE 000	Notification of Award	0	0	01DEC09				0	
MILE 005	NTP	0	0	04JAN10 *				0	
MILE 010	Substantial Completion of Tennis Facility	0	0		03JUN10			0	
MILE 015	Substantial Completion of Soccer Complex	0	0		16JUL10			0	
MILE 020	Substantial Completion of Concessions	0	0		30JUL10			0	
MILE 025	Substantial Completion of Softball Facility	0	0		02AUG10			0	
MILE 030	Substantial Completion of Baseball Facility	0	0		11AUG10			0	
MILE 035	Completion of All Facilities	0	0		11AUG10			0	
MILE 040	Project Closeout	15	15	12AUG10	01SEP10			0	
MILE 045	Project Final Completion	0	0		01SEP10			0	

Pre-Installation Meetings

PIM 000	Stormdrainage Pre-Installation Meeting	0	0	04JAN10				0	
PIM 005	2-Weeks Prior to Start Of Stormdrainage	10	10	04JAN10	15JAN10			0	
PIM 010	2-Weeks Prior to Start of Utilities Install	10	10	13JAN10	26JAN10			0	
PIM 015	Utilities Pre-Installation Meetg (Ignore Float)	0	0	13JAN10				0	
PIM 020	Field Underdrain Pre-Installation Meeting	0	0	14JAN10				0	
PIM 025	2-Weeks Prior to Start Of Field Underdrain	10	10	14JAN10	27JAN10			0	
PIM 030	Irrigation Pre-Installation Mtg (Ignore Float)	0	0	18JAN10				0	
PIM 035	2-Weeks Prior to Start Of Irrigation	10	10	18JAN10	29JAN10			0	
PIM 040	Concrete Pre-Installation Meeting (Ignore	0	0	18JAN10				0	
PIM 045	2-Weeks Prior to Start Of Concrete	10	10	18JAN10	29JAN10			0	
PIM 050	Site Electrical Pre-Installn. Mtg (Ignore Float)	0	0	25JAN10				0	
PIM 055	2-Weeks Prior to Start Of Site Electrical	10	10	25JAN10	05FEB10			0	
PIM 060	Masonry Pre-Installation Meeting (Ignore	0	0	25JAN10				0	
PIM 065	2-Weeks Prior to Start Of Masonry	10	10	25JAN10	05FEB10			0	
PIM 070	Structural Steel Pre-Installation Meeting	0	0	11FEB10				0	
PIM 075	2-Weeks Prior to Start Of Structural Steel	10	10	11FEB10	24FEB10			0	
PIM 080	2 Weeks Prior to Segmental Walls Pre-Inst.	10	10	12FEB10	25FEB10			0	
PIM 085	Segmental Walls Pre-Installn. Mtg. (Ignore	0	0	12FEB10				0	
PIM 090	Plumbing Pre-Installation Meeting (Ignore	0	0	22FEB10				0	
PIM 095	2-Weeks Prior to First Plumbing Work	10	10	22FEB10	05MAR10			0	
PIM 100	SSM Roofing Pre-Installation Meeting	0	0	24FEB10				0	

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Act ID	Description	Orig Dur	Rem Dur	Early Start	Early Finish	Actual Start	Actual Finish	%	Resource
PIM 105	2-Weeks Prior to Start Of SSM Roofing	10	10	24FEB10	09MAR10			0	
PIM 110	2 Weeks Prior to Brick Veneer Installation	10	10	24FEB10	09MAR10			0	
PIM 115	Brick Veneer Pre-Install. Mtg (Ignore Float)	0	0	24FEB10				0	
PIM 120	Tennis Court Construction Pre-Installation Mtg	0	0	26FEB10				0	
PIM 125	2-Weeks Prior to Start Of Tennis Court Constr.	10	10	26FEB10	11MAR10			0	
PIM 130	Membrane Roofing Pre-Installation Meeting	0	0	02MAR10				0	
PIM 135	2-Weeks Prior to Start Of Membrane Roofing	10	10	02MAR10	15MAR10			0	
PIM 140	Athletic Sealing Pre-Install Mtg (Ignore Float)	0	0	03MAR10				0	
PIM 145	2 Weeks Prior to Athletic Sealing Pre-Inst.	10	10	03MAR10	16MAR10			0	
PIM 150	Landscaping Pre-Installation Mtg (Ignore	0	0	11MAR10				0	
PIM 155	2-Weeks Prior to Start Of Landscaping	10	10	11MAR10	24MAR10			0	
PIM 160	Fencing Pre-Installation Meeting (Ignore Float)	0	0	19MAR10				0	
PIM 165	2 Weeks Prior to Fencing Installation	10	10	19MAR10	01APR10			0	
PIM 170	Glu-Lam Pre-Installation Mtg (Ignore Float)	0	0	22APR10				0	
PIM 175	2-Weeks Prior to Start Of Glu-Lam	10	10	22APR10	05MAY10			0	
PIM 180	Kitchen Equipment Pre-Instlln Mtg (Ignore	0	0	14JUN10				0	
PIM 185	2-Weeks Prior to Start Kitchen Equipment	10	10	14JUN10	25JUN10			0	

Construction

Early Sitework

ES 000	Mobilize to Site	5	5	04JAN10	08JAN10			0	
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Cleaning, Demolition & Initial Erosion Control

ES 005	Obtain Verification of 401/404 Permits	0	0	01DEC09				0	
ES 010	Site Demolition - Above Ground	5	5	04JAN10	08JAN10			0	
ES 015	Site Demolition - Concrete & Pavement	5	5	04JAN10	08JAN10			0	
ES 020	Site Demolition - Below-Ground Utilities	5	5	04JAN10	08JAN10			0	
ES 025	Site Clearing - Wetlands Removal	2	2	04JAN10	05JAN10			0	
ES 030	Erosion Control Fencing	3	3	04JAN10	06JAN10			0	
ES 035	Construction Entrances	1	1	04JAN10	04JAN10			0	
ES 040	Exc. Dry Det. Pond#1 & Install Temp Outfall	5	5	11JAN10	15JAN10			0	
ES 045	Exc. Dry Det. Pond#2 & Install Temp Outfall	2	2	18JAN10	19JAN10			0	

Soccer Complex

SC SITE000	Rough Grading @ Soccer Field	5	5	18JAN10	22JAN10			0	
SC SITE005	Stormdrains - Detention Pond #1 to JB2	5	5	18JAN10	22JAN10			0	
SC SITE010	Drainage (JB2 - YI 6; YI 33 - YI 35)	5	5	25JAN10	29JAN10			0	

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Act ID	Description	Orig Dur	Rem Dur	Early Start	Early Finish	Actual Start	Actual Finish	%	Resource
SC SITE015	Install Soccer Field Underdrains	5	5	28JAN10	03FEB10			0	
SC FN 000	Footings - Soccer P/B	3	3	01FEB10	03FEB10			0	
SC SITE020	Drainage (JB2 - Y1 12, JB2 - JB7)	3	3	01FEB10	03FEB10			0	
SC SITE025	Soccer Field U/G Irrigation R/I	5	5	01FEB10	05FEB10			0	
SC FN 005	Building Dept. Inspect Footings - Soccer P/B	1	1	04FEB10	04FEB10			0	
SC FN 010	Pour Footings - Soccer Press Box	1	1	05FEB10	05FEB10			0	
SC FN 015	Foundation CMU - Soccer P/B	2	2	08FEB10	09FEB10			0	
SC FN 020	Construct Foundations For Soccer Netting	2	2	08FEB10	09FEB10			0	
SC SITE030	U/G Electrical R/I For Soccer Scoreboard	3	3	08FEB10	10FEB10			0	
SC FN 025	Drains/Backfill to Slab Subgrade - Soccer P/B	1	1	10FEB10	10FEB10			0	
SC FN 030	Cure Soccer Netting Pole Foundations	5	5	10FEB10	16FEB10			0	
SC SOG 00	Underslab Elect. & Telecom R/I - Soccer P/B	2	2	11FEB10	12FEB10			0	
SC SOG 05	Termite Treatment @ Soccer P/B	1	1	15FEB10	15FEB10			0	
SC SOG 10	Construct Slab-On-Grade - Soccer P/B	2	2	16FEB10	17FEB10			0	
SC SITE035	Concrete Risers/ADA Platforms For Soccer	10	10	18FEB10	03MAR10			0	
SC ST 00	CMU Walls - Soccer P/B	5	5	18FEB10	24FEB10			0	
SC ST 05	Erect Structural Steel Framing - Soccer P/B	3	3	25FEB10	01MAR10			0	
SC ST 10	Cold-Formed Roof Framing - Soccer P/B	3	3	02MAR10	04MAR10			0	
SC ST 15	Erect Soccer Netting Poles	1	1	02MAR10	02MAR10			0	
SC SITE040	Soccer Field Final Grading	5	5	04MAR10	10MAR10			0	
SC SITE045	U/G Site Lighting R/I - East Side/Soccer	3	3	04MAR10	08MAR10			0	
SC ST 20	Metal Decking (Roof & Some Sides) - Soccer	1	1	05MAR10	05MAR10			0	
SC CL 00	Exterior Sheathing - Soccer P/B	2	2	08MAR10	09MAR10			0	
SC CL 05	Exterior & Interior Brick Veneer - Soccer P/B	5	5	10MAR10	16MAR10			0	
SC RF 00	SSM Roofing & Siding - Soccer P/B	4	4	10MAR10	15MAR10			0	
SC RF 05	TPO Membrane Roof - Soccer P/B	3	3	16MAR10	18MAR10			0	
SC SITE050	Tie-In Roof Drainage - SC	2	2	16MAR10	17MAR10			0	
SC AM 00	Install Soccer Seating Benches	3	3	17MAR10	19MAR10			0	
SC CL 10	Exterior Windows - Soccer P/B	3	3	17MAR10	19MAR10			0	
SC INT 00	Lighting & Power R/I & Wiring - Soccer P/B	5	5	17MAR10	23MAR10			0	
SC SITE055	Final Grade Non-Field Areas Inside Soccer	5	5	18MAR10	24MAR10			0	
SC CL 15	Install Doors/Hardware - Soccer P/B	2	2	19MAR10	22MAR10			0	
SC INT 05	Buildout & Wiring (Site-wide) (Hammock) P/B	73 *	73 *	19MAR10	29JUN10			0	
SC INT 10	Install Electrical Equip. - Soccer P/B Elec.	5	5	19MAR10	25MAR10			0	
SC RF 10	Gutters - Soccer P/B	2	2	19MAR10	22MAR10			0	
SC RF 15	Complete Roof Edge Details - Soccer P/B	5	5	19MAR10	25MAR10			0	
SC RF 20	Roof Hatch & Retractable Stairs - Soccer P/B	3	3	19MAR10	23MAR10			0	

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Act ID	Description	Orig Dur	Rem Dur	Early Start	Early Finish	Actual Start	Actual Finish	%	Resource
SC AM 05	Handrails @ Soccer Seating	5	5	22MAR10	26MAR10			0	
SC INT 15	Hang & Finish GWB Ceiling - Soccer P/B	3	3	24MAR10	26MAR10			0	
SC INT 20	Install & Wire Thru-Wall HVAC Unit - Soccer	2	2	24MAR10	25MAR10			0	
SC RF 25	Camera Well Safety Cables - Soccer P/B	2	2	24MAR10	25MAR10			0	
SC SITE060	Plantings Inside Fence @ Soccer Complex	5	5	25MAR10	31MAR10			0	
SC INT 25	Acoustic Ceiling in Soccer P/B Electrical	3	3	26MAR10	30MAR10			0	
SC INT 30	Press Box Ceiling Painting - Soccer P/B	1	1	29MAR10	29MAR10			0	
SC INT 35	Install Counter- Soccer P/B	1	1	30MAR10	30MAR10			0	
SC INT 40	Install/Hook-Up P/B Light Fixtures - Soccer	1	1	30MAR10	30MAR10			0	
SC INT 45	Electrical Trimout - Soccer P/B	2	2	30MAR10	31MAR10			0	
SC INT 50	Telecommunications Wiring & Trimout - SC	5	5	31MAR10	06APR10			0	
SC INT 55	Light Fixtures in Elec. Room - Soccer P/B	1	1	31MAR10	31MAR10			0	
SC INT 60	Polymer Floor System - Soccer Press Box	1	1	01APR10	01APR10			0	
SC SITE065	Soccer Field Seeding/Sprigging	10	10	10MAY10 *	21MAY10			0	
SC SITE070	Concrete Pavement on East Side of Soccer	10	10	13MAY10	26MAY10			0	
SC SITE075	Perimeter Fencing & Gates - Soccer Field	15	15	20MAY10	09JUN10			0	
SC SITE080	Soccer Field Turf Establishment	40	40	24MAY10	16JUL10			0	
SC SITE085	Brick Paver Edging @ East Side of Soccer	5	5	27MAY10	02JUN10			0	
SC SITE090	Final Grading Around Soccer Complex	5	5	03JUN10	09JUN10			0	
SC AM 10	30' High Netting Above Perimeter Fencing -	5	5	10JUN10	16JUN10			0	
SC SITE095	Final Plantings (Outside Fence) @ Soccer	10	10	10JUN10	23JUN10			0	
SC INT 65	Touch-Up Paint & Punchlist - Soccer P/B	15	15	24JUN10	14JUL10			0	
SC AM 15	Install Soccer Goals	1	1	19JUL10	19JUL10			0	

Baseball Complex

BB SITE000	Rough Grade Baseball Field	5	5	25JAN10	29JAN10			0	
BB SITE005	Retaining Wall - Centerfield to 1B Dugout - BB	20	20	01FEB10	26FEB10			0	
BB SITE010	Drainage (Y1 12 - B/Ball Rightfield Yard Inlets)	3	3	04FEB10	08FEB10			0	
BB FN 00	Dugout Footings - Baseball	5	5	01MAR10	05MAR10			0	
BB SITE015	CMU Walls @ Batter's Blind - BB	10	10	01MAR10	12MAR10			0	
BB SITE020	Baseball Field Underdrains	10	10	01MAR10	12MAR10			0	
BB FN 05	City Inspection - Baseball Dugout Slabs	1	1	08MAR10	08MAR10			0	
BB FN 10	Pour Footings For Baseball Dugouts	1	1	09MAR10	09MAR10			0	
BB FN 15	Footings For Low Wall Connecting Dugouts -	5	5	10MAR10	16MAR10			0	
BB FN 20	Concrete Retaining Walls @ Dugouts -	10	10	10MAR10	23MAR10			0	
BB SITE025	Baseball Field U/G Irrigation R/I	5	5	15MAR10	19MAR10			0	
BB FN 25	CMU Low Walls Connecting Dugouts - BB	5	5	17MAR10	23MAR10			0	

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Act ID	Description	Orig Dur	Rem Dur	Early Start	Early Finish	Actual Start	Actual Finish	%	Resource
BB FN 30	Ftgs For Remaining Retaining Walls -	5	5	17MAR10	23MAR10			0	
BB SITE030	Drains/Waterprf Lower CMU Wall @ Batt's	5	5	22MAR10	26MAR10			0	
BB FN 35	Scoreboard & Foul Pole Foundations -	2	2	24MAR10	25MAR10			0	
BB FN 40	Concrete Retaining Walls - All Other -	10	10	24MAR10	06APR10			0	
BB FN 45	Concrete Dugout Roof - Baseball	10	10	24MAR10	06APR10			0	
BB FN 50	Brick Veneer @ Low Walls Connecting	5	5	24MAR10	30MAR10			0	
BB SITE035	Backfill Batt. Bl. & Other Outfld Walls- BB	5	5	29MAR10	02APR10			0	
BB FN 55	Backfill/Drains - Walls Connecting Dugouts -	3	3	31MAR10	02APR10			0	
BB FN 60	Construct Risers/ADA Platforms - Baseball	15	15	05APR10	23APR10			0	
BB SITE040	Brick Veneer & Finishes @ Batter's Blind - BB	5	5	05APR10	09APR10			0	
BB SITE045	Outfield Lightpole Foundations - BB	3	3	05APR10	07APR10			0	
BB FN 65	Segmental Wall @ Rightfield Bullpen - BB	5	5	07APR10	13APR10			0	
BB FN 70	Dugout Ramps & Steps - Baseball	5	5	07APR10	13APR10			0	
BB SITE050	Retaining Walls/Ftgs @ Terr. Entrance Steps	10	10	07APR10	20APR10			0	
BB SITE055	U/G Electrical R/I - BB Press Box to	5	5	08APR10	14APR10			0	
BB SITE060	Paint Field Side of Batter's Blind Walls - BB	2	2	12APR10	13APR10			0	
BB FN 75	Backfill Segmental Wall @ RF Bullpen - BB	2	2	14APR10	15APR10			0	
BB SITE065	U/G Site Lighting R/I - First Base-Side - BB	3	3	15APR10	19APR10			0	
BB FN 80	Construct Slab for Batting Cages - BB	5	5	16APR10	22APR10			0	
BB FN 85	Pressbox Wall & Canopy Foundations -	5	5	19APR10	23APR10			0	
BB SITE070	U/G Site Lighting R/I - Rightfield - BB	2	2	20APR10	21APR10			0	
BB SITE075	Backfill Entrance Terrace & Build Conc Steps	5	5	21APR10	27APR10			0	
BB SITE080	Fence @ Bullpens, Bat. Cages & Outfield -	10	10	23APR10	06MAY10			0	
BB FN 90	Inspect Press-Box & Canopy Footings -	1	1	26APR10	26APR10			0	
BB FN 95	Pour Press-Box & Canopy Footings - Baseball	1	1	27APR10	27APR10			0	
BB FN 96	Backfill/Drains @ Pressbox Fnd. Wall -	2	2	28APR10	29APR10			0	
BB SITE085	U/G Power R/I - MH4 to Baseball	3	3	30APR10	04MAY10			0	
BB SOG 00	U/G R/I for Baseball Press Box	2	2	30APR10	03MAY10			0	
BB SOG 05	Construct Slab-On-Grade - Baseball Press	3	3	04MAY10	06MAY10			0	
BB SITE090	Lightpole Foundations @ Baseball	4	4	05MAY10	10MAY10			0	
BB SITE095	Finegrade Baseball Field	3	3	07MAY10	11MAY10			0	
BB SOG 10	Termite Treatment @ Baseball Press Box	1	1	07MAY10	07MAY10			0	
BB SOG 15	Pour Press Box Slab - BB	1	1	10MAY10	10MAY10			0	
BB ST 00	Construct Concrete Columns For Canopy - BB	10	10	11MAY10	24MAY10			0	
BB ST 05	CMU Walls for Baseball Press Box	5	5	11MAY10	17MAY10			0	
BB SITE100	Seeding/Sprigging - Baseball Field	5	5	12MAY10	18MAY10			0	
BB ST 10	Press Box Glu-Lam Roof Framing - Baseball	1	1	18MAY10	18MAY10			0	

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Act ID	Description	Orig Dur	Rem Dur	Early Start	Early Finish	Actual Start	Actual Finish	%	Resource
BB RF 00	Membrane Roofing - Baseball Press Box	3	3	19MAY10	21MAY10			0	
BB SITE105	Establish Turf @ Baseball Field	40	40	19MAY10	13JUL10			0	
BB ST 15	Press Box Steel Decking	1	1	19MAY10	19MAY10			0	
BB ST 20	Erect Canopy Steel Frame - BB	2	2	25MAY10	26MAY10			0	
BB INT 00	Interior Brick Veneer - Baseball Press Box	4	4	27MAY10	01JUN10			0	
BB ST 25	Erect Canopy Glu-Lam Roof Beams - BB	5	5	27MAY10	02JUN10			0	
BB INT 05	Lighting & Power R/I & Wiring - Baseball P/B	10	10	02JUN10	15JUN10			0	
BB SITE110	Pull Wire For Lights - First Base-Side - BB	3	3	02JUN10	04JUN10			0	
BB ST 30	Erect Metal Decking For Canopy - BB	3	3	03JUN10	07JUN10			0	
BB SITE115	Pull Wire For Lights - Rightfield - BB	3	3	07JUN10	09JUN10			0	
BB SITE120	Pull Wire & Set Outfield Lightpoles - BB	5	5	07JUN10	11JUN10			0	
BB CL 00	Brick Veneer - Baseball Press Box & Canopy	10	10	08JUN10	21JUN10			0	
BB RF 05	Install Canopy Roofing - BB	5	5	08JUN10	14JUN10			0	
BB ST 35	Erect Scoreboard Support & Foul Poles -	2	2	08JUN10	09JUN10			0	
BB SITE125	Install & Connect Lightpoles @	3	3	10JUN10	14JUN10			0	
BB INT 10	Elect. R/I & Wiring - Dugout Storage Rms. -	3	3	11JUN10	15JUN10			0	
BB SITE130	Tie-In Roof Drainage - BB/Concess	3	3	15JUN10	17JUN10			0	
BB SITE135	Stone for Asph. Access Road to	3	3	15JUN10	17JUN10			0	
BB INT 15	Install & Wire Thru-Wall HVAC Unit - BB P/B	2	2	16JUN10	17JUN10			0	
BB INT 20	Elec. R/I & Wire - Bullpens & Batting Cages -	5	5	16JUN10	22JUN10			0	
BB INT 25	Press Box Painting - Baseball P/B	1	1	18JUN10	18JUN10			0	
BB SITE140	Asphalt Pave Access Road to	1	1	18JUN10	18JUN10			0	
BB INT 30	Install Counter- Baseball P/B	1	1	21JUN10	21JUN10			0	
BB INT 35	Elec Trim - P/B, Bullpens, Bat Cage, Dugout -	5	5	21JUN10	25JUN10			0	
BB INT 40	Install/Hook-Up P/B Light Fixtures - BB P/B	1	1	21JUN10	21JUN10			0	
BB AM 00	Install Fixed Benches & Stadium Seating - BB	10	10	22JUN10	05JUL10			0	
BB CL 05	Press Box Door & Hardware - Baseball	2	2	22JUN10	23JUN10			0	
BB CL 10	Exterior Press Box & Canopy Lights - Baseball	5	5	22JUN10	28JUN10			0	
BB CL 15	Press Box Windows - Baseball	3	3	22JUN10	24JUN10			0	
BB CL 20	Gutters & Downspouts & Connect to U/G - BB	5	5	22JUN10	28JUN10			0	
BB INT 45	Telecommunications Wiring & Trimout - BB	5	5	22JUN10	28JUN10			0	
BB SITE145	Conc. Pavm't Access Walks to	10	10	22JUN10	05JUL10			0	
BB CL 25	Dugout Storage Doors & Hardware - Baseball	2	2	24JUN10	25JUN10			0	
BB INT 50	Polymer Floor System - Baseball Press Box	1	1	25JUN10	25JUN10			0	
BB CL 30	Paint Exp. Conc. & Seal Floors - Baseball	2	2	28JUN10	29JUN10			0	
BB AM 05	Handrails @ Baseball Seating & Dugouts	10	10	29JUN10	12JUL10			0	
BB SITE150	Brick Edge Pavers @ Concrete Walks -	10	10	29JUN10	12JUL10			0	

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Act ID	Description	Orig Dur	Rem Dur	Early Start	Early Finish	Actual Start	Actual Finish	%	Resource
BB INT 55	Install Team Benches & Helmet/Bat Racks -	1	1	30JUN10	30JUN10			0	
BB AM 10	Install Glue-On Carpet @ Batting Cages - BB	3	3	06JUL10	08JUL10			0	
BB AM 15	Install Baseball Stadium Flagpoles	2	2	06JUL10	07JUL10			0	
BB SITE155	Handrails @ Entrance Terrace & Steps	5	5	06JUL10	12JUL10			0	
BB SITE160	Final Grade Around Baseball/Concess Periph	5	5	08JUL10	14JUL10			0	
BB AM 20	Install Netting @ Batting Cages - BB	2	2	09JUL10	12JUL10			0	
BB AM 25	Protective Padding For Softball Fences	2	2	13JUL10	14JUL10			0	
BB AM 30	Install Baseball Field Tarp	1	1	14JUL10	14JUL10			0	
BB SITE165	Install Pavement Level Lights - BB/Concess.	5	5	15JUL10	21JUL10			0	
BB SITE170	Fence @ Perim. of Baseball/Concess	5	5	15JUL10	21JUL10			0	
BB INT 60	Touch-Up Paint & Punchlist - Baseball P/B	15	15	22JUL10	11AUG10			0	
BB SITE175	Plantings @ All Baseball/Concess Periph.	5	5	22JUL10	28JUL10			0	

Concessions / Toilet Building

CO SITE 00	Rough Grade @ Concessions	2	2	01FEB10	02FEB10			0	
CO FN 00	Concession Building Wall Footings	5	5	03FEB10	09FEB10			0	
CO FN 05	City Inspect Concessions Building Wall Fndns	1	1	10FEB10	10FEB10			0	
CO FN 10	Pour Concession Building Wall Footings	1	1	11FEB10	11FEB10			0	
CO FN 15	Construct Concessions Building Foundation	10	10	12FEB10	25FEB10			0	
CO SITE 05	Drains/Backfill Concessions Foundation Walls	3	3	26FEB10	02MAR10			0	
CO FN 20	Construct Shallow & Canopy Footings @	3	3	03MAR10	05MAR10			0	
CO SITE 10	Sanitary & Water Connections to Concessions	3	3	03MAR10	05MAR10			0	
CO SITE 15	U/G Power R/I - Soccer to MH4 (Near	3	3	03MAR10	05MAR10			0	
CO SITE 20	For Rest of Sitework Near Concess - See	0	0		05MAR10			0	
CO SITE 25	U/G Power R/I - MH4 to Concessions	2	2	08MAR10	09MAR10			0	
CO SOG 00	Below-Slab Rough-Ins - Concessions	10	10	08MAR10	19MAR10			0	
CO SOG 05	Below-Grade Masonry @ Concessions	2	2	08MAR10	09MAR10			0	
CO SITE 30	U/G Power R/I - MH4 to Main Parking	3	3	10MAR10	12MAR10			0	
CO SOG 10	Termite Protection - Concessions SOG	1	1	22MAR10	22MAR10			0	
CO ST 00	Concrete Columns For Concessions Canopy	5	5	22MAR10	26MAR10			0	
CO SOG 15	Stone for Concessions SOG	1	1	23MAR10	23MAR10			0	
CO SOG 20	Complete Forms, Rebar & Concessions Slab	5	5	24MAR10	30MAR10			0	
CO ST 05	CMU Walls @ Concessions	5	5	31MAR10	06APR10			0	
CO ST 10	Set Structural Steel & Roof Deck -	5	5	07APR10	13APR10			0	
CO ST 15	Erect Cold-Formed Roof Frame/Deck -	5	5	14APR10	20APR10			0	
CO ST 20	Concrete Arch Spanning Masonry Walls -	10	10	14APR10	27APR10			0	
CO INT000	Chase Plumbing R/I's - Concessions	10	10	21APR10	04MAY10			0	

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CO INT005	Interior Masonry Partitions - Concessions	5	5	21APR10	27APR10			0	
CO RF 00	Frame & Sheath Roof Parapets - Concessions	5	5	21APR10	27APR10			0	
CO RF 05	Membrane Roofing @ Concessions Sales &	5	5	28APR10	04MAY10			0	
CO INT010	Complete Chase Masonry - Concessions	5	5	05MAY10	11MAY10			0	
CO INT015	Install Mechanical Equipment - Concessions	2	2	05MAY10	06MAY10			0	
CO INT020	Install Hood - Concessions	5	5	05MAY10	11MAY10			0	
CO RF 10	Install Roof Hatch - Concessions	2	2	05MAY10	06MAY10			0	
CO ST 25	Erect Canopy Columns - Concessions	1	1	05MAY10	05MAY10			0	
CO CL 00	Brick Veneer @ Concessions	15	15	06MAY10	26MAY10			0	
CO ST 30	Erect Canopy Glu-Lam Beams - Concessions	2	2	06MAY10	07MAY10			0	
CO ST 35	Install Canopy Metal Decking - Concessions	2	2	10MAY10	11MAY10			0	
CO INT025	Block Fill & Prime Paint - Concessions	3	3	12MAY10	14MAY10			0	
CO RF 15	SSM Roofing @ Concessions Toilets	7	7	12MAY10	20MAY10			0	
CO RF 20	Canopy SSM Roofing - Concessions	7	7	12MAY10	20MAY10			0	
CO INT030	Above-Ceiling Elect. R/I & Wiring -	15	15	14MAY10	03JUN10			0	
CO INT035	Install Water Heater	1	1	21MAY10	21MAY10			0	
CO INT040	Install Electrical Equipment - Concessions	5	5	21MAY10	27MAY10			0	
CO INT045	Duct R/I - Concessions	5	5	21MAY10	27MAY10			0	
CO INT050	Above-Ceiling Plumbing R/I & Insulation	10	10	24MAY10	04JUN10			0	
CO CL 05	Wood Cladding @ Concessions	5	5	27MAY10	02JUN10			0	
CO INT055	Controls & Wiring For Mech. Eq. -	5	5	28MAY10	03JUN10			0	
CO CL 10	Gutters & Downspouts - Concessions	5	5	03JUN10	09JUN10			0	
CO CL 15	Install Roll-Up Door @ Concessions	3	3	03JUN10	07JUN10			0	
CO CL 20	Exterior Doors & Hardware - Concessions	5	5	03JUN10	09JUN10			0	
CO CL 25	Exterior Light Fixtures @	5	5	03JUN10	09JUN10			0	
CO ST 40	Concessions Deck Framing & Composite	3	3	03JUN10	07JUN10			0	
CO INT060	Install Ceiling Grid - Concessions	3	3	07JUN10	09JUN10			0	
CO ST 45	Deck Railing @ Concessions	3	3	08JUN10	10JUN10			0	
CO INT065	Lights in Grid - Concessions	2	2	10JUN10	11JUN10			0	
CO INT070	Install Counters - Concessions	5	5	10JUN10	16JUN10			0	
CO INT075	Finish Painting - Concessions	3	3	14JUN10	16JUN10			0	
CO INT080	Polymer Floor System - Concessions	2	2	17JUN10	18JUN10			0	
CO INT085	Telecommunications Wiring & Trimout -	5	5	17JUN10	23JUN10			0	
CO INT090	Plumbing Fixtures - Concessions	10	10	21JUN10	02JUL10			0	
CO INT095	Electrical Testing & Trimout - Concessions	5	5	21JUN10	25JUN10			0	
CO INT100	Install Kitchen Equipment - Concessions	2	2	28JUN10	29JUN10			0	
CO INT105	Commission Kitchen Equipment -	5	5	30JUN10	06JUL10			0	

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CO INT110	Signs, FECs, EWCs & Final Concessions Int.	5	5	30JUN10	06JUL10			0	
CO INT115	Bathroom Partitions & Accessories -	5	5	05JUL10	09JUL10			0	
CO INT120	Touch-Up paint & Punchlist - Concessions	15	15	12JUL10	30JUL10			0	
Softball Complex									
SB SIT000	Rework Pond & Rough Grade Softball	10	10	26FEB10	11MAR10			0	
SB SIT005	Softball Field Collector Pipes - Ending @ Y1	5	5	12MAR10	18MAR10			0	
SB SIT010	Drainage - Y113 - Y114 - Y115 - Y116 - DD	3	3	12MAR10	16MAR10			0	
SB SIT015	Segmental Wall @ Rear of Softball Entrance	5	5	12MAR10	18MAR10			0	
SB FN 000	Dugout Footings - Softball	3	3	17MAR10	19MAR10			0	
SB SIT020	Backfill Segmental Wall For Softball Entrance	2	2	19MAR10	22MAR10			0	
SB SIT025	Softball Field Underdrains	5	5	19MAR10	25MAR10			0	
SB FN 005	City Inspection - Softball Dugout Slabs	1	1	22MAR10	22MAR10			0	
SB FN 010	Pour Footings For Softball Dugouts	1	1	23MAR10	23MAR10			0	
SB FN 015	Footings For Low Wall Connecting Dugouts -	5	5	24MAR10	30MAR10			0	
SB FN 020	Concrete Retaining Walls @ Dugouts -	10	10	24MAR10	06APR10			0	
SB SIT030	Softball Field U/G Irrigation R/I	5	5	26MAR10	01APR10			0	
SB FN 025	CMU Low Walls Connecting Dugouts - SB	5	5	31MAR10	06APR10			0	
SB FN 030	Ftgs For Remaining Retaining Walls - Softball	5	5	31MAR10	06APR10			0	
SB FN 035	Concrete Dugout Roof - Softball	10	10	07APR10	20APR10			0	
SB FN 040	Construct All Other Retaining Walls - Softball	10	10	07APR10	20APR10			0	
SB FN 045	Scoreboard & Foul Pole Foundations - Softball	2	2	07APR10	08APR10			0	
SB FN 050	Brick Veneer @ Low Walls Connecting	5	5	07APR10	13APR10			0	
SB FN 055	Backfill/Drains - Walls Connecting Dugouts -	3	3	14APR10	16APR10			0	
SB FN 060	Construct Risers/ADA Platforms - Softball	10	10	19APR10	30APR10			0	
SB FN 065	Dugout Ramps & Steps - Softball	5	5	21APR10	27APR10			0	
SB FN 070	Construct Batting Cage Slabs - Softball	5	5	21APR10	27APR10			0	
SB SIT035	Lightpole Foundations @ Softball	4	4	21APR10	26APR10			0	
SB FN 075	Pressbox Wall & Canopy Footings - Softball	3	3	03MAY10	05MAY10			0	
SB FN 080	Inspect Press-Box & Canopy Footings -	1	1	06MAY10	06MAY10			0	
SB FN 085	Pour Press-Box & Canopy Footings - Softball	1	1	07MAY10	07MAY10			0	
SB FN 090	Backfill/Drains @ Pressbox Fnd. Wall -	2	2	10MAY10	11MAY10			0	
SB SIT040	U/G Power R/I - MH4 to Softball	3	3	10MAY10	12MAY10			0	
SB SOG 00	U/G R/I for Softball Press Box	2	2	10MAY10	11MAY10			0	
SB SOG 05	Canopy Foundations & Slab - Softball Press	3	3	12MAY10	14MAY10			0	
SB SIT045	Fence @ Bullpens, Bat. Cages & Outfield -	10	10	13MAY10	26MAY10			0	
SB SIT050	U/G Electrical R/I - SB Press Box to	5	5	13MAY10	19MAY10			0	
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Act ID	Description	Orig Dur	Rem Dur	Early Start	Early Finish	Actual Start	Actual Finish	%	Resource
SB SIT055	U/G Site Lighting R/I - Walkways Soccer to	3	3	17MAY10	19MAY10			0	
SB SOG 10	Termite Treatment @ Softball Press Box	1	1	17MAY10	17MAY10			0	
SB SOG 15	Pour Press Box Slab	1	1	18MAY10	18MAY10			0	
SB ST 00	CMU Walls for Softball Press Box	5	5	19MAY10	25MAY10			0	
SB ST 05	Construct Concrete Columns For Canopy - SB	5	5	19MAY10	25MAY10			0	
SB SIT060	Pull Wire For Lights - Walkways Soccer to SB	3	3	20MAY10	24MAY10			0	
SB SIT065	Install & Connect Lightpoles @ Softball	3	3	25MAY10	27MAY10			0	
SB ST 10	Press Box Glu-Lam Roof Framing - Softball	1	1	26MAY10	26MAY10			0	
SB AM 00	Erect Softball Protection Netting	3	3	27MAY10	31MAY10			0	
SB RF 00	Membrane Roofing - Softball Press Box	3	3	27MAY10	31MAY10			0	
SB SIT070	Finegrade Softball Field	3	3	27MAY10	31MAY10			0	
SB ST 15	Press Box Steel Decking - SB	1	1	27MAY10	27MAY10			0	
SB SIT075	Seeding/Sprigging - Softball Field	5	5	01JUN10	07JUN10			0	
SB SIT080	Stonebase for Asphalt Access Road to	3	3	01JUN10	03JUN10			0	
SB ST 20	Erect Canopy Columns - Softball	2	2	01JUN10	02JUN10			0	
SB SIT085	Tie-In Roof Drainage - SB	3	3	03JUN10	07JUN10			0	
SB ST 25	Canopy Glu-Lam Beams - SB	3	3	03JUN10	07JUN10			0	
SB SIT090	Asphalt Pave Access Road to Softball	1	1	04JUN10	04JUN10			0	
SB SIT095	Establish Turf @ Softball Field	40	40	08JUN10	02AUG10			0	
SB ST 30	Canopy Metal Decking - SB	2	2	08JUN10	09JUN10			0	
SB CL 00	Exterior Brick Veneer - Softball Press Box	5	5	10JUN10	16JUN10			0	
SB INT 00	Interior Brick Veneer - Softball Press Box	4	4	10JUN10	15JUN10			0	
SB RF 05	Canopy Roofing - SB	3	3	10JUN10	14JUN10			0	
SB ST 35	Erect Scoreboard Support & Foul Poles -	2	2	10JUN10	11JUN10			0	
SB INT 05	Lighting & Power R/I & Wiring - Softball P/B	10	10	16JUN10	29JUN10			0	
SB AM 05	Bench & Stadium Seating @ Softball	5	5	17JUN10	23JUN10			0	
SB CL 05	Canopy Gutters & Tie-In to U/G Drains	3	3	17JUN10	21JUN10			0	
SB CL 10	Press Box Windows - Softball	3	3	17JUN10	21JUN10			0	
SB CL 15	Press Box Door & Hardware - Softball	2	2	17JUN10	18JUN10			0	
SB CL 20	Dugout Storage Doors & Hardware - Softball	2	2	21JUN10	22JUN10			0	
SB SIT100	Concrete Pavement Access Walks to Softball	10	10	22JUN10	05JUL10			0	
SB CL 25	Paint Exp. Conc. & Seal Floors - Softball	2	2	23JUN10	24JUN10			0	
SB AM 10	Handrails @ Softball Seating & Dugouts	5	5	24JUN10	30JUN10			0	
SB AM 15	Fence Padding - Softball	2	2	24JUN10	25JUN10			0	
SB AM 20	Install Glued-On Carpet @ Batting Cages -	3	3	24JUN10	28JUN10			0	
SB INT 10	Elect. R/I & Wiring - Dugout Storage Rms. -	3	3	25JUN10	29JUN10			0	
SB INT 15	Install Team Benches& Helmet/Bat Racks -	1	1	25JUN10	25JUN10			0	

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SB SIT105	Brick Edge Pavers @ Concrete Walks - SB	10	10	29JUN10	12JUL10			0	
SB CL 30	Exterior Press Box & Canopy Lights - Softbal	3	3	30JUN10	02JUL10			0	
SB INT 20	Install & Wire Thru-Wall HVAC Unit - Softbal	2	2	30JUN10	01JUL10			0	
SB INT 25	Elec. R/I & Wire - Bullpens & Batting Cages -	5	5	30JUN10	06JUL10			0	
SB INT 30	Press Box Painting - Softball P/B	1	1	02JUL10	02JUL10			0	
SB INT 35	Install Counter- Softball P/B	1	1	05JUL10	05JUL10			0	
SB INT 40	Install/Hook-Up P/B Light Fixtures - Softbal	5	5	05JUL10	09JUL10			0	
SB INT 45	Elec Trim - P/B, Bullpens, Bat Cage, Dugout -	5	5	05JUL10	09JUL10			0	
SB INT 50	Telecommunications Wiring & Trimout - SB	5	5	06JUL10	12JUL10			0	
SB INT 55	Polymer Floor System - Softball Press Box	1	1	12JUL10	12JUL10			0	
SB SIT110	Final Grading Around Softball Peripheral	5	5	13JUL10	19JUL10			0	
SB AM 25	Install Softball Field Tarp	1	1	19JUL10	19JUL10			0	
SB INT 60	Touch-Up Paint & Punchlist - Softball P/B	10	10	20JUL10	02AUG10			0	
SB SIT115	Fencing @ Perim. of Softball Public Access	5	5	20JUL10	26JUL10			0	
SB SIT120	Plantings @ All Softball Peripheral Areas	5	5	27JUL10	02AUG10			0	

Tennis Complex

TN SIT000	Drainage (CI 19 - YI 29, CI 19 - YI 21 - YI 22)	2	2	18FEB10	19FEB10			0	
TN SIT005	Drainage (YI 22 - YI 25, YI 22 - YI 23 - YI 26)	2	2	22FEB10	23FEB10			0	
TN SIT010	Drainage (YI 23 - YI 24 - YI 27)	1	1	24FEB10	24FEB10			0	
TN SIT015	Drainage (YI 47 - YI 46 - YI 45 - Existing Dr.)	1	1	25FEB10	25FEB10			0	
TN SIT020	Construct Segmental Retaining Wall @	5	5	26FEB10	04MAR10			0	
TN SIT025	Grading For Tennis Courts	5	5	05MAR10	11MAR10			0	
TN FN 00	Tennis Pavilion Footings	5	5	12MAR10	18MAR10			0	
TN SIT030	Construct Tennis Courts	20	20	12MAR10	08APR10			0	
TN ST 00	Erect Tennis Pavilion Steel, Glulam, &	3	3	19MAR10	23MAR10			0	
TN RF 00	SSM Roofing & Gutters @ Tennis Pavilion	4	4	24MAR10	29MAR10			0	
TN SOG 00	U/G R/I for Lighting @ Tennis Pavilion	3	3	24MAR10	26MAR10			0	
TN CL 00	CMU @ Tennis Pavilion Columns & Fireplace	10	10	30MAR10	12APR10			0	
TN CL 05	Brick Veneer @ Tennis Pavilion	10	10	06APR10	19APR10			0	
TN SIT035	Erect Tennis Court Fencing & Gates	15	15	09APR10	29APR10			0	
TN SIT040	Tennis Court Concrete Walks	5	5	09APR10	15APR10			0	
TN SIT045	Conc. Walks From Tennis Court Area to Main	10	10	16APR10	29APR10			0	
TN SOG 05	Construct Slab-on-Grade @ Tennis Pavilion	5	5	20APR10	26APR10			0	
TN SIT050	U/G Power R/I to Tennis	2	2	23APR10	26APR10			0	
TN SIT055	Tennis Light Foundations	5	5	23APR10	29APR10			0	
TN CL 10	Wiring to Tennis Pavilion	1	1	27APR10	27APR10			0	

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TN CL 15	Install Lights @ Tennis Pavilion	1	1	28APR10	28APR10			0	
TN SIT060	U/G Site Lighting R/I - Tennis	5	5	30APR10	06MAY10			0	
TN SIT065	Tennis Court Final Surfacing	10	10	30APR10	13MAY10			0	
TN SIT070	Final Grading in Tennis Courts Area	5	5	30APR10	06MAY10			0	
TN SIT075	Plantings in Tennis Court Areas	10	10	07MAY10	20MAY10			0	
TN SIT080	Pull Wire For Lights - Tennis	5	5	07MAY10	13MAY10			0	
TN SIT085	Install Tennis Court Equipment	5	5	14MAY10	20MAY10			0	
TN SIT090	Punchlist Tennis Areas	10	10	21MAY10	03JUN10			0	

Main Parking Area

MP 000	Initial Grading @ Main Parking	5	5	20JAN10	26JAN10			0	
MP 005	Install 8" PVC Sewer & Manholes	5	5	27JAN10	02FEB10			0	
MP 010	Install 6" Fire & 3" Water Supply Lines	5	5	03FEB10	09FEB10			0	
MP 015	Power Ductbank (Future Use) Across Main	5	5	10FEB10	16FEB10			0	
MP 020	Install Water Meter & BFP	3	3	10FEB10	12FEB10			0	
MP 025	Test Waterlines	1	1	15FEB10	15FEB10			0	
MP 030	Chlorinate Domestic Service Line	3	3	16FEB10	18FEB10			0	
MP 035	Electrical Ductbank - Equip. Bldg to Baseball	5	5	17FEB10	23FEB10			0	
MP 040	Domestic Water Available to Buildings	0	0		18FEB10			0	
MP 045	Site Lighting U/G R/I in Main Parking	5	5	24FEB10	02MAR10			0	
MP 050	Panel REB in Equipment Building	1	1	24FEB10	24FEB10			0	
MP 055	Pull Wire - Baseball to Panel REB in Equip.	1	1	25FEB10	25FEB10			0	
MP 060	Site Lighting U/G R/I Along Graydon Ave.	2	2	03MAR10	04MAR10			0	
MP 065	Lightpole Foundatns - Main Parking &	5	5	05MAR10	11MAR10			0	
MP 070	Install Conduits for Future Irrigation	5	5	05MAR10	11MAR10			0	
MP 075	Finegrade Main Parking Lot Subgrade	5	5	12MAR10	18MAR10			0	
MP 080	Install Stone for Main Parking & Graydon Ave.	5	5	19MAR10	25MAR10			0	
MP 085	Curb & Gutter for Main Parking & Graydon	15	15	26MAR10	15APR10			0	
MP 090	Finegrade Stone - Main Parking & Gaydon	5	5	16APR10	22APR10			0	
MP 095	Asphalt Paving - Main Parking & Graydon Ave.	2	2	23APR10	26APR10			0	
MP 100	Set/Wire Main Parking Lot/Graydon Ave	10	10	27APR10	10MAY10			0	
MP 105	Final Grading - Main Parking/Graydon Ave.	5	5	27APR10	03MAY10			0	
MP 110	Plantings & Seeding - Main Parking/Graydon	5	5	04MAY10	10MAY10			0	
MP 115	Final Course Asphalt - Main Parking &	2	2	11MAY10	12MAY10			0	
MP 120	Pvmt Marking, Wheelstops - Main	1	1	13MAY10	13MAY10			0	

Main Entrance Road, Leading to Main Parking Area

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MR 000	Drainage (JB7 - YI 32, JB7 - CB8, JB7 - Ex.	3	3	09FEB10	11FEB10			0	
MR 005	Drainage (CB8 - YI 19, CB8 - CI 19)	2	2	12FEB10	15FEB10			0	
MR 010	Drainage (CI 19 - CB25-CB21, CI 19-YI 20)	2	2	16FEB10	17FEB10			0	
MR 015	Grading Intramural Field (2nd 1/2 of Project)	5	5	12MAR10	18MAR10			0	
MR 020	Perimeter Fence Foundations - Front Areas	10	10	19MAR10	01APR10			0	
MR 025	Rough Grade Main Entrance Road/Loop	5	5	19MAR10	25MAR10			0	
MR 030	Perimeter Fence CMU Block - Front Areas	10	10	26MAR10	08APR10			0	
MR 035	U/G Primary Power Service R/I to Transformer	5	5	26MAR10	01APR10			0	
MR 040	Stonebase Main Entrance Road/Loop	5	5	26MAR10	01APR10			0	
MR 045	U/G Site Lighting R/I - Walkways @ Circle	5	5	26MAR10	01APR10			0	
MR 050	Set Intramural Light Foundations	3	3	26MAR10	30MAR10			0	
MR 055	Perimeter Fence Brick Veneer/Caps - Front	10	10	02APR10	15APR10			0	
MR 060	U/G Secondary Service R/I to Soccer PB	3	3	02APR10	06APR10			0	
MR 065	Construct Entrance Sign	10	10	02APR10	15APR10			0	
MR 070	U/G Site Lighting R/I - Main Entr. & Intra. Fld	5	5	02APR10	08APR10			0	
MR 075	Install Decorative Alum. Fencing - Front Areas	10	10	02APR10	15APR10			0	
MR 080	Pull Wire For Lights - Walkways @ Circle	5	5	02APR10	08APR10			0	
MR 085	Construct Transformer Pad	2	2	07APR10	08APR10			0	
MR 090	Wiring for Secondary Service	5	5	09APR10	15APR10			0	
MR 095	6' Cushioned Fitness Track - Front Areas	15	15	09APR10	29APR10			0	
MR 100	Pull Wire For Lights - Main Entr. & Intra. Fld	5	5	09APR10	15APR10			0	
MR 105	U/G Power R/I - Soccer to Main Entrance	5	5	16APR10	22APR10			0	
MR 110	Curb & Gutter Main Entrance Road/Loop	15	15	16APR10	06MAY10			0	
MR 115	Primary Service Wiring & Install Transformer	5	5	16APR10	22APR10			0	
MR 120	U/G Lighting R/I to Front Entrance Areas	5	5	16APR10	22APR10			0	
MR 125	Install Intramural Field Lights	2	2	16APR10	19APR10			0	
MR 130	Wiring & Lights For Front Entrance Areas	10	10	23APR10	06MAY10			0	
MR 135	U/G Power R/I Towards Wellness Center	2	2	27APR10	28APR10			0	
MR 140	Install Intramural Field Sod	5	5	30APR10	06MAY10			0	
MR 145	Concrete Sidewalks @ Main Entrance	15	15	07MAY10	27MAY10			0	
MR 150	Brick Edge Bands @ Walks @ Main Entrance	10	10	21MAY10	03JUN10			0	
MR 155	Finegrade Stone Main Entrance Road/Loop	5	5	28MAY10	03JUN10			0	
MR 160	Final Grade @ Main Entrance Road/Loop	5	5	04JUN10	10JUN10			0	
MR 165	Asphalt Pave Main Entrance Road/Loop	5	5	04JUN10	10JUN10			0	
MR 170	Plantings @ Main Entrance Road/Loop	10	10	11JUN10	24JUN10			0	
MR 175	Site Signs & Misc Amenities - Main Entrance	5	5	11JUN10	17JUN10			0	
MR 180	Walkway Lighting - Front Entrance Sidewalks	5	5	11JUN10	17JUN10			0	
Start date	01DEC09	PC Construction of Greenville, Inc. Lander Foundation Athletic Fields							
Finish date	01SEP10								
Data date	01DEC09								
Run date	03NOV13								
Page number	13A								
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Act ID	Description	Orig Dur	Rem Dur	Early Start	Early Finish	Actual Start	Actual Finish	%	Resource
Late Sitework									
LS 00	Final Grading @ Stormwater Ponds	5	5	06JUL10	12JUL10			0	
LS 05	Fencing Around Stormwater Ponds	5	5	13JUL10	19JUL10			0	
LS 10	Final Plantings @ Stormwater Detention	5	5	27JUL10	02AUG10			0	
LS 15	Remove Temporary Erosion Control Devices	2	2	03AUG10	04AUG10			0	
Owner-Furnished Equipment & Installation Work									
OFE 00	Start of Water Mtr Inst. By Owner (Ignore	0	0	10FEB10				0	
OFE 05	Need Low Voltage Wire On Site (Ignore Float)	0	0	17MAR10				0	
OFE 10	Need Benches & Misc. Amenities (Ignore	0	0	11JUN10				0	
OFE 15	Need Envir. Graphics On Site (Ignore Float)	0	0	11JUN10				0	
OFE 20	Need Kitchen Equipment On Site (Ignore	0	0	28JUN10				0	
OFE 25	Need Baseball Field Tarp On Site (Ignore	0	0	14JUL10				0	
OFE 30	Need Softball Field Tarp On Site (Ignore Float)	0	0	19JUL10				0	
OFE 35	Need Soccer Goals On Site (Ignore Float)	0	0	19JUL10				0	
Start date 01DEC09 Finish date 01SEP10 Data date 01DEC09 Run date 03NOV13 Page number 14A © Primavera Systems, Inc. PC Construction of Greenville, Inc. Lander Foundation Athletic Fields									

Act ID	Description	Orig Dur	Actual Duration	Early Start	Early Finish	Actual Start	Actual Finish	Percent Complete	Responsibility
Clearing, Demolition & Initial Erosion Control									
ES 010	Site Demolition - Above Ground	5	5	04JAN10 A	08JAN10 A	04JAN10	08JAN10	100	MILL
ES 015	Site Demolition - Concrete & Pavement	5	8	04JAN10 A	13JAN10 A	04JAN10	13JAN10	100	MILL
ES 020	Site Demolition - Below-Ground Utilities	5	5	04JAN10 A	08JAN10 A	04JAN10	08JAN10	100	MILL
ES 025	Site Clearing - Wetlands Removal	2	5	04JAN10 A	08JAN10 A	04JAN10	08JAN10	100	MILL
ES 030	Erosion Control Fencing	3	3	04JAN10 A	06JAN10 A	04JAN10	06JAN10	100	MILL
ES 035	Construction Entrances	1	9	04JAN10 A	14JAN10 A	04JAN10	14JAN10	100	MILL
ES 040	Exc. Dry Det. Pond#1 & Install Temp	5	14	11JAN10 A	28JAN10 A	11JAN10	28JAN10	100	MILL
ES 045	Exc. Dry Det. Pond#2 & Install Temp	2	0	10FEB10	11FEB10			0	MILL
Soccer Complex									
SC	Rough Grading @ Soccer Field	5	8	29JAN10 A	12FEB10	29JAN10		50	MILL
SC	Stormdrains - Detention Pond #1 to JB2	5	1	09FEB10	16FEB10	09FEB10		10	MILL
SC	Drainage (JB2 - YI 6; YI 33 - YI 35)	5	0	10FEB10	23FEB10	10FEB10		5	MILL
SC	Drainage (JB2 - YI 12, JB2 - JB7)	3	0	24FEB10	26FEB10			0	MILL
SC FN 025	Drains/Backfill to Slab Subgrade - Soccer	1	0	05MAR10	05MAR10			0	MILL
SC	Soccer Field Final Grading	5	0	29MAR10	02APR10			0	MILL
SC	Tie-In Roof Drainage - SC	2	0	08APR10	09APR10			0	MILL
SC	Final Grade Non-Field Areas Inside	5	0	12APR10	16APR10			0	MILL
SC	Final Grading Around Soccer Complex	5	0	28JUN10	02JUL10			0	MILL
Baseball Complex									
BB	Rough Grade Baseball Field	5	0	15FEB10	19FEB10			0	MILL
BB	Drainage (YI 12 - B/Ball Rightfield Yard	3	0	01MAR10	03MAR10			0	MILL
BB	Drains/Waterprf Lower CMU Wall @ Batt's	5	0	12APR10	16APR10			0	MILL
BB	Backfill Batt. BI. & Other Outfld Walls- BB	5	0	19APR10	23APR10			0	MILL
BB FN 55	Backfill/Drains - Walls Connecting	3	0	21APR10	23APR10			0	MILL
BB FN 75	Backfill Segmental Wall @ RF Bullpen -	2	0	05MAY10	06MAY10			0	MILL
BB	Backfill Entrance Terrace & Build Conc	5	0	12MAY10	18MAY10			0	MILL
BB FN 96	Backfill/Drains @ Pressbox Fnd. Wall -	2	0	19MAY10	20MAY10			0	MILL
Start date	01DEC09	PC Construction of Greenville, Inc. Lander Foundation Athletic Fields							
Finish date	22SEP10								
Data date	10FEB10								
Run date	04NOV13								
Page number	1A								
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Act ID	Description	Orig Dur	Actual Duration	Early Start	Early Finish	Actual Start	Actual Finish	Percent Complete	Responsibility
BB	Finegrade Baseball Field	3	0	28MAY10	01JUN10			0	MILL
BB	Tie-In Roof Drainage - BB/Concess	3	0	06JUL10	08JUL10			0	MILL
BB	Final Grade Around Baseball/Concess	5	0	29JUL10	04AUG10			0	MILL
Concessions/ Toilet Building									
CO SITE 00	Rough Grade @ Concessions	2	0	22FEB10	23FEB10			0	MILL
CO SITE 05	Drains/Backfill Concessions Foundation	3	0	19MAR10	23MAR10			0	MILL
CO SOG 15	Stone for Concessions SOG	1	0	13APR10	13APR10			0	MILL
Softball Complex									
SB SIT000	Rework Pond & Rough Grade Softball	10	0	23MAR10	05APR10			0	MILL
SB SIT010	Drainage - YI13 - YI14 - YI15 - YI16 - DD	3	0	06APR10	08APR10			0	MILL
SB SIT020	Backfill Segmental Wall For Softball	2	0	13APR10	14APR10			0	MILL
SB FN 055	Backfill/Drains - Walls Connecting	3	0	07MAY10	11MAY10			0	MILL
SB FN 090	Backfill/Drains @ Pressbox Fnd. Wall -	2	0	02JUN10	03JUN10			0	MILL
SB SIT070	Finegrade Softball Field	3	0	21JUN10	23JUN10			0	MILL
SB SIT085	Tie-In Roof Drainage - SB	3	0	28JUN10	30JUN10			0	MILL
SB SIT110	Final Grading Around Softball Peripheral	5	0	05AUG10	11AUG10			0	MILL
Tennis Complex									
TN SIT000	Drainage (CI 19 - YI 29, CI 19 - YI 21 - YI	2	0	15MAR10	16MAR10			0	MILL
TN SIT005	Drainage (YI 22 - YI 25, YI 22 - YI 23 - YI	2	0	17MAR10	18MAR10			0	MILL
TN SIT010	Drainage (YI 23 - YI 24 - YI 27)	1	0	19MAR10	19MAR10			0	MILL
TN SIT015	Drainage (YI 47 - YI 46 - YI 45 - Existing	1	0	22MAR10	22MAR10			0	MILL
TN SIT025	Grading For Tennis Courts	5	0	30MAR10	05APR10			0	MILL
TN SIT070	Final Grading in Tennis Courts Area	5	0	25MAY10	31MAY10			0	MILL
Main Parking Area									
MP 000	Initial Grading @ Main Parking	5	0	12FEB10	18FEB10			0	MILL
MP 075	Finegrade Main Parking Lot Subgrade	5	0	06APR10	12APR10			0	MILL
MP 080	Install Stone for Main Parking & Graydon	5	0	13APR10	19APR10			0	MILL
MP 085	Curb & Gutter for Main Parking & Graydon	15	0	20APR10	10MAY10			0	MILL

Start date 01DEC09
 Finish date 22SEP10
 Data date 10FEB10
 Run date 04NOV13
 Page number 2A
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PC Construction of Greenville, Inc.
Lander Foundation Athletic Fields

Act ID	Description	Orig Dur	Actual Duration	Early Start	Early Finish	Actual Start	Actual Finish	Percent Complete	Responsibility
MP 105	Final Grading - Main Parking/Graydon Main Entrance Road, Leading to Main Parking Area	5	0	20MAY10	26MAY10			0	MILL
MR 000	Drainage (JB7 - YI 32, JB7 - CB8, JB7 -	3	0	04MAR10	08MAR10			0	MILL
MR 005	Drainage (CB8 - YI 19, CB8 - CI 19)	2	0	09MAR10	10MAR10			0	MILL
MR 010	Drainage (CI 19 - CB25-CB21, CI 19-YI	2	0	11MAR10	12MAR10			0	MILL
MR 015	Grading Intramural Field (2nd 1/2 of	5	0	06APR10	12APR10			0	MILL
MR 025	Rough Grade Main Entrance Road/Loop	5	0	13APR10	19APR10			0	MILL
MR 040	Stonebase Main Entrance Road/Loop	5	0	20APR10	26APR10			0	MILL
MR 095	6' Cushioned Fitness Track - Front Areas	15	0	04MAY10	24MAY10			0	MILL
MR 110	Curb & Gutter Main Entrance Road/Loop	15	0	11MAY10	31MAY10			0	MILL
MR 150	Brick Edge Bands @ Walks @ Main	10	0	15JUN10	28JUN10			0	MILL
MR 155	Finegrade Stone Main Entrance	5	0	22JUN10	28JUN10			0	MILL
Late Sitework									
LS 00	Final Grading @ Stormwater Ponds	5	0	29JUL10	04AUG10			0	MILL
LS 15	Remove Temporary Erosion Control	2	0	26AUG10	27AUG10			0	MILL
PIM 000	Stormdrainage Pre-Installation Meeting	0	0	10FEB10				0	MILL
PIM 005	2-Weeks Prior to Start Of Stormdrainage	10	0	10FEB10	23FEB10			0	MILL

Start date 01DEC09
 Finish date 22SEP10
 Data date 10FEB10
 Run date 04NOV13
 Page number 3A
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PC Construction of Greenville, Inc.
Lander Foundation Athletic Fields

Original Contract Price \$ 492,424.00

Miller CO	descriptions	Approved	Rejected	Status	PC CO #
1	Install culvert	\$ 1,824.00		Approved	1
2	Civil drawing changes per DHEC	\$ 12,024.00		Approved	1
3	Milling out additional area		\$ 1,750.00	Rejected	N/A
4	Contaminated Soil by Fuel			Rejected	N/A
5	Asbestos Removal #1 and #2	\$ 447,586.28		Approved	6, 8, 10, 26
6	Modify Catch basin W1		\$ 2,191.00	Rejected	N/A
7	Removal of Asphalt paving	\$ 5,400.00		Approved	4
8	demo existing box and build new	\$ 1,600.00		Approved	5
9	Undercut at Tennis Pavilion	\$ 6,220.00		Approved	12
10	Catch basin at Wellness center	\$ 6,940.00		Approved	9
11	Undercut at Wellness Center bad soil	\$ 1,116.00		Approved	3
12	removal of old Roses concrete footers	\$ 6,377.60		Approved	2
13	Extra Layout Work	\$ 1,200.00		Approved	7
14	Pump Water from Asbestos Pit	\$ 1,350.00		Approved	13
15	Undercut footers	\$ 2,316.00		Approved	14
16	Fill Hole where asbestos was removed	\$ 38,780.00		Approved	11
17	demo Sidewalk along Montague	\$ 5,430.00		Approved	19
18	Remove house slab debris	\$ 3,100.00		Approved	15
19	Relocate Dirt stock pile	\$ 8,690.00		Approved	22
20	Layout Softball field	\$ 400.00		Approved	16
21	removal of oak trees	\$ 3,100.00		Approved	17
22	Dig Test holes for DHEC 10 hour day		Rate	Only	N/A
23	Storm Drain Re-location	\$ 1,025.35		Approved	20
24	Additional Asbestos Charges	\$ 49,338.90		Approved	21
25	Baseball field changes		\$ 1,895.00	Rejected	N/A
26	Tennis Pavilion grade change		\$ 1,320.00	Rejected	N/A
26A	Labor For Roof Drain Work	\$ 10,480.00		Approved	25
27	Digging Test Pits	\$ 2,050.00		Approved	18
28	Layout out Work for Test pits etc	\$ 2,300.00		Approved	23
29	Undercut Per BLE Batting Cages	\$ 1,080.00		Approved	36
30	Undercutting behind Home Plate		\$ 2,560.00	Rejected	N/A
31	Removal of Light Pole Base	\$ 800.00		Approved	29
32	relocate 15" PVC at 3 rd base with Bore		\$ 6,085.00	Rejected	Lander paid bore guy
33	New Running track	\$ 12,830.00		Approved	33
34	Move Catch basin for new sidewalk at tennis	\$ 5,170.00		Approved	31
35	Catch Basin And Water Control at Track	\$ 2,500.00		Approved	32
36	Berm At Soccer Field C-21		\$ 3,472.25	Rejected	N/A
37	Moving Top Soil Stock Pile to back of site		\$ 36,302.75	Rejected	N/A
38	New Sidewalk At Tennis courts	\$ 600.00		Approved	34
39	New Berm at Lumber Company Line		\$ 3,225.25	Rejected	N/A
40	Softball Remediation DHEC Changes	\$ 230,219.00		Approved	38
41	Hauling off Dirt 469 CY	\$ 1,407.00		Approved	43
42	Increase of Sidewalk Area		\$ 800.00	Rejected	N/A
43	Back Fill Where Asbestos was removed	\$ 3,802.50		Approved	30
44	Moving Stone for Earth Structures	\$ 250.00		Approved	35
45	Bulletin Drawing C-29 Changes	\$ 1,700.00		Approved	39
46	Under cutting Areas for Sidewalks	\$ 731.25		Approved	48
47	Demolition of Curb 220 LF	\$ 2,255.00		Approved	40
48	Grading at Y119	\$ 1,380.00		Approved	41
49	Bulletin Drawing C34 Changes benches Trash		\$ 800.00	Rejected	N/A
50	Under cut Poor Soils along ellison at Track	\$ 850.00		Approved	42
51	Disking up wet soils	\$ 637.50		Approved	47
52	Relocation of running track at soccer			Same as 76	N/A
53	demolition of Curb 115 LF			Combined with Millers C/O 58	50
54	Hauling off trees		\$ 3,200.00	Rejected	N/A
55	Hauling off Construction debris	\$ 480.00		Approved	49
56	Demo of curb at field house		\$ 738.00	Rejected	N/A
57	Fire hydrant meter Water	\$ 110.00		Approved	45
58	Bulletin C-37 Drawing Chg Basins	\$ 3,750.00		Approved	50
59	Demolition of Concrete		\$ 11,357.00	Rejected	N/A
60	Demo of sidewalk at Delta Elec	\$ 1,750.00		Approved	46
61	Piling up top soil		\$ 2,400.00	Rejected	N/A
62	C-45 Bulletin drawing drainage at parking		\$ 8,650.00	Rejected	N/A
63	Removal of Footing at walking track	\$ 500.00		Approved	54
64	Removal of Column at Statefarm	\$ 400.00		Approved	56
65	Remove curbs at front entrance	\$ 500.00		Approved	51
66	Top soil and work behind wellness	\$ 31,285.00		Approved	58
67	removal of Asbestos and import of Fill	\$ 21,737.47		Approved	59,70,71,72
68	Raising culvert at McGee Entrance	\$ 2,465.00		Approved	55
69	Removing Dirt from Around Catchbasin		\$ 8,250.00	Rejected	N/A
70	Adding catch basins to Tennis		\$ 8,500.00	Rejected	N/A
71	Lowering catch basins	\$ 1,000.00		Approved	60
72	Removing stump	\$ 247.50		Approved	53
73	raising catch basins		\$ 4,110.00	Rejected	N/A
74	Raising up parking lot		\$ 19,347.00	Rejected	N/A
75	Grassing the old intramural field/ Field house	\$ 1,000.00		Approved	61
76	grading for Switching sidewalks	\$ 1,120.00		Approved	52
77	Removal of Asphalt at Graydon	\$ 1,000.00		Approved	64
78	Removal of Sidewalk Front entrance		\$ 450.00	Rejected	N/A
79	Stone for Lower BB plaza	\$ 2,820.00		Approved	65
80	Front Entrance Changes	\$ 3,750.00		Approved	63
81	Undercut Parking lot soils		\$ 2,196.88	Rejected	N/A
82	Silt fence changes	\$ 1,025.00		Approved	62
83	grade along side Wellness center		\$ 1,002.00	Rejected	N/A
84	Demo Curb & regrade	\$ 4,100.00			66
85	Clean Up At Garage			Between Lander and Miller Only	
86	Removal of Payment	\$ 1,675.00			69
87	Undercut at baseball and Concessions	\$ 4,710.00			
	Approved Change orders	\$ 972,435.35			
	Original Contract	\$ 492,424.00			
	New Contract Price	\$ 1,464,859.35			
	Paid	\$ (1,413,589.27)			
	Balance Owed	\$ 51,270.08			

Joe Bayant

Joe Bayant

Miller's Construction Company, LLC

225 Thompson Road
Anderson, SC 29624

Phone (864) 296-3301
Fax (864) 296-8700

Revised 1-27-2011

PC Construction of Greenwood, Inc.
108 Enterprise Court
Greenwood, SC 29649

Job Name: Lander University Sport Complex

Miller's Construction Company, LLC agrees to do the following work listed below:

Request for Change Order:

Change Order # 40:

Due to topo being completed on topsoil stockpile. Topo shows 5,000 CY of topsoil. Topsoil needed to complete job is 1,600 CY. Leaves a balance of 3,400 CY from stockpile. Topsoil needed for ball field is 8,674 CY. Leaves 5,274 CY of import fill needed from off site.

Add to change order # 40 5,274 CY of import at \$15,822.00

New Change Order # 40 Amount: \$230,219.00

Respectfully Submitted By: G. Michael Miller

Miller's Construction Company, LLC

225 Thompson Road
Anderson, SC 29624

Phone (864) 296-3301
Fax (864) 296-8700

February 15, 2011

PC Construction of Greenwood, Inc.
108 Enterprise Court
Greenwood, SC 29649

Job Name: Lander University Sport Complex

Miller's Construction Company, LLC agrees to do the following work listed below:

Schedule for Changes to Site Preparation:

Parking Lot (Stone)	7 days
Layout Work	1 day
Fabric Placement	2 days
Stone Placement (925 tons)	4 days
Parking Lot (Fill Placement)	18 days
Layout Work	2 days
Fill Placement (7,180 cubic yards)	12 days
Fine Grade Parking Lot	2 days
Backfilling Curb	2 days
Press Box Wall Area	11 days
Layout Work	1 day
Grading for Walls	2 days
Backfilling Wall (3,000 cubic yards)	8 days
Softball Field & Balance Site	22 days
Layout Work	2 days
Import Topsoil on Site (5,000 cubic yards)	8 days

Fine Grade Ball field	4 days
Fabric for Test Holes	1 day
Storm Drainage	4 days
Layout Work	1 day
Installing Pipe	3 days

Estimated days needed to complete new changes to civil plans for Earthwork: 62 working days without any rain/weather delays or any other problems.

All fabric for work delivery date: February 22, 2011

Piping & Catch Basin delivery date: February 23, 2011

Schedule for Changes Respectfully Submitted By: G. Michael Miller

Act ID	Description	Orig Dur	Actual Duration	Early Start	Early Finish	Actual Start	Actual Finish	Percent Complete	Responsibility
Clearing, Demolition & Initial Erosion Control									
ES 010	Site Demolition - Above Ground	5	5	04JAN10 A	08JAN10 A	04JAN10	08JAN10	100	MILL
ES 015	Site Demolition - Concrete & Pavement Removal	5	8	04JAN10 A	13JAN10 A	04JAN10	13JAN10	100	MILL
ES 020	Site Demolition - Below-Ground Utilities	5	5	04JAN10 A	08JAN10 A	04JAN10	08JAN10	100	MILL
ES 025	Site Clearing - Wetlands Removal	2	5	04JAN10 A	08JAN10 A	04JAN10	08JAN10	100	MILL
ES 030	Erosion Control Fencing	3	3	04JAN10 A	06JAN10 A	04JAN10	06JAN10	100	MILL
ES 035	Construction Entrances	1	9	04JAN10 A	14JAN10 A	04JAN10	14JAN10	100	MILL
ES 040	Exc. Dry Det. Pond#1 & Install Temp Outfall Pipe	5	14	11JAN10 A	28JAN10 A	11JAN10	28JAN10	100	MILL
ES 045	Exc. Dry Det. Pond#2 & Install Temp Outfall Pipe	2	2	01SEP10 A	02SEP10 A	01SEP10	02SEP10	100	MILL
Soccer Complex									
SC SITE000	Rough Grading @ Soccer Field	5	28	29JAN10 A	05MAR10 A	29JAN10	05MAR10	100	MILL
SC SITE005	Stormdrains - Detention Pond #1 to JB2	5	6	09FEB10 A	16FEB10 A	09FEB10	16FEB10	100	MILL
SC SITE010	Drainage (JB2 - Y1 6; Y1 33 - Y1 35)	5	8	10FEB10 A	19FEB10 A	10FEB10	19FEB10	100	MILL
SC SITE020	Drainage (JB2 - Y1 12, JB2 - JB7)	3	5	16FEB10 A	22FEB10 A	16FEB10	22FEB10	100	MILL
SC FN 025	Drains/Backfill to Slab Subgrade - Soccer P/B	1	1	19MAR10 A	19MAR10 A	19MAR10	19MAR10	100	MILL
SC SITE040	Soccer Field Final Grading	5	8	01APR10 A	12APR10 A	01APR10	12APR10	100	MILL
SC SITE050	Tie-In Roof Drainage - SC	2	2	19MAY10 A	20MAY10 A	19MAY10	20MAY10	100	MILL
SC SITE055	Final Grade Non-Field Areas Inside Soccer Fence	5	5	04APR11 A	08APR11 A	04APR11	08APR11	100	MILL
Baseball Complex									
BB SITE000	Rough Grade Baseball Field	5	110	24FEB10 A	27JUL10 A	24FEB10	27JUL10	100	MILL
BB SITE010	Drainage (Y1 12 - B/Ball Rightfield Yard Inlets)	3	3	31MAR10 A	02APR10 A	31MAR10	02APR10	100	MILL
BB SITE030	Drains/Waterprf Lower CMU Wall @ Batt's Bld - BB	5	15	05JUL10 A	23JUL10 A	05JUL10	23JUL10	100	MILL
BB SITE035	Backfill Batt. Bl. & Other Outfid Walls- BB	5	13	19JUL10 A	04AUG10 A	19JUL10	04AUG10	100	MILL
BB FN 75	Backfill Segmental Wall @ RF Bullpen - BB	2	5	27JUL10 A	02AUG10 A	27JUL10	02AUG10	100	MILL
BB FN 55	Backfill/Drains - Walls Connecting Dugouts - BB	3	2	10AUG10 A	11AUG10 A	10AUG10	11AUG10	100	MILL
BB FN 96	Backfill/Drains @ Pressbox Fnd. Wall - Baseball	2	22	10AUG10 A	08SEP10 A	10AUG10	08SEP10	100	MILL
BB SITE075	Backfill Entrance Terrace & Build Conc Steps	5	65	18AUG10 A	16NOV10 A	18AUG10	16NOV10	100	MILL
BB SITE095	Finegrade Baseball Field	3	32	18AUG10 A	30SEP10 A	18AUG10	30SEP10	100	MILL
BB SITE130	Tie-In Roof Drainage - BB/Concess	3	15	29NOV10 A	17DEC10 A	29NOV10	17DEC10	100	MILL
BB SITE160	Final Grade Around Baseball/Concess Periph Areas	5	0	21APR11	27APR11			0	MILL
Concessions/ Toilet Building									
CO SITE 00	Rough Grade @ Concessions	2	12	25FEB10 A	12MAR10 A	25FEB10	12MAR10	100	MILL
CO SITE 05	Drains/Backfill Concessions Foundation Walls	3	8	12MAY10 A	21MAY10 A	12MAY10	21MAY10	100	MILL
CO SOG 15	Stone for Concessions SOG	1	1	15JUL10 A	15JUL10 A	15JUL10	15JUL10	100	MILL
Softball Complex									
CH 045	Layout Work - Test Pits	1	1	14FEB11 A	14FEB11 A	14FEB11	14FEB11	100	MILL
CH 205	Softball Change order DHEC Remediation Approval	0	1	14FEB11 A		14FEB11		100	MILL
Start date	01DEC09	PC Construction of Greenville, Inc. Lander Foundation Athletic Fields							
Finish date	08SEP11								
Data date	14APR11								
Run date	04NOV13								
Page number	1A								
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Act ID	Description	Orig Dur	Actual Duration	Early Start	Early Finish	Actual Start	Actual Finish	Percent Complete	Responsibility	
CH 075	Finegrade Ball Field - Revised Design	4	4	15FEB11 A	18FEB11 A	15FEB11	18FEB11	100	MILL	
CH 005	Layout Work Softball Field - Revised Design	1	1	21FEB11 A	21FEB11 A	21FEB11	21FEB11	100	MILL	
CH 050	Grading For Walls - Revised Design	2	2	22FEB11 A	23FEB11 A	22FEB11	23FEB11	100	MILL	
CH 080	Placement Fabric For Test Holes - Revised Design	1	1	23FEB11 A	23FEB11 A	23FEB11	23FEB11	100	MILL	
CH 070	Import Topsoil to Site (5,000 cy)	8	14	24FEB11 A	15MAR11 A	24FEB11	15MAR11	100	MILL	
CH 090	Layout Work - for storm Drainage Revised Design	1	0	14APR11	14APR11			0	MILL	
CH 085	Storm Drainage Installation	4	0	15APR11	20APR11			0	MILL	
SB FN 055	Backfill/Drains - Walls Connecting Dugouts - SB	3	0	15APR11	19APR11			0	MILL	
CH 135	Sub Grade Softball Field - SB	5	0	19APR11	25APR11			0	MILL	
CH 095	Back Fill East Dugout walls	1	0	20APR11	21APR11			0	MILL	
SB SIT140	Backfill West Segmental Bullpen Wall - SB	2	0	26APR11	27APR11			0	MILL	
SB SIT020	Backfill East Bullpen Segmental Wall -SB	2	0	28APR11	29APR11			0	MILL	
SB FN 090	Backfill/Drains @ Pressbox Fnd. Wall - Softball	2	0	10MAY11	12MAY11			0	MILL	
SB SIT085	Tie-In Roof Drainage - SB	3	0	31MAY11	03JUN11			0	MILL	
SB SIT110	Final Grading Around Softball Peripheral Areas	5	0	29JUL11	04AUG11			0	MILL	
Tennis Complex										
TN SIT000	Drainage (Cl 19 - Y1 29, Cl 19 - Y1 21 - Y1 22)	2	3	22FEB10 A	24FEB10 A	22FEB10	24FEB10	100	MILL	
TN SIT005	Drainage (Y1 22 - Y1 25, Y1 22 - Y1 23 - Y1 26)	2	3	23FEB10 A	25FEB10 A	23FEB10	25FEB10	100	MILL	
TN SIT010	Drainage (Y1 23 - Y1 24 - Y1 27)	1	1	24FEB10 A	24FEB10 A	24FEB10	24FEB10	100	MILL	
TN SIT015	Drainage (Y1 47 - Y1 46 - Y1 45 - Existing Dr.)	1	4	01MAR10 A	04MAR10 A	01MAR10	04MAR10	100	MILL	
TN SIT025	Grading For Tennis Courts	5	13	01MAR10 A	17MAR10 A	01MAR10	17MAR10	100	MILL	
TN SIT070	Final Grading in Tennis Courts Area	5	84	24NOV10 A	21MAR11 A	24NOV10	21MAR11	100	MILL	
Main Parking Area										
MP 000	Initial Grading @ Main Parking	5	5	11OCT10 A	15OCT10 A	11OCT10	15OCT10	100	MILL	
CH 019	Layout Work - Main Parkign Area Revised Design	2	2	22FEB11 A	23FEB11 A	22FEB11	23FEB11	100	MILL	
CH 065	Layout Work -note lights Revised Design	2	1	25MAR11 A	25MAR11 A	25MAR11	25MAR11	100	MILL	
MP 025	Rough Grade Parking Lot	4	0	14APR11	19APR11			0	MILL	
MP 125	Install Geo Fabric	1	0	20APR11	20APR11			0	MILL	
CH 020	Fill Placement (7,180 cy) - Revised Design	12	0	21APR11	06MAY11			0	MILL	
MP 075	Finegrade Main Parking Lot Subgrade	5	0	21APR11	27APR11			0	MILL	
CH 010	Fabric Placement - Revised Design	2	0	16MAY11	17MAY11			0	MILL	
CH 015	Stone Placement (925 Tons) - Revised Design	4	0	18MAY11	23MAY11			0	MILL	
MP 080	Install Stone for Main Parking & Graydon Ave.	5	0	18MAY11	24MAY11			0	MILL	
MP 085	Curb & Gutter for Main Parking & Graydon Ave	15	0	25MAY11	14JUN11			0	MILL	
CH 030	Finegrade Parking Lot - Revised Design	2	0	15JUN11	16JUN11			0	MILL	
CH 035	Backfilling Curb - Revised Design	2	0	17JUN11	20JUN11			0	MILL	
MP 105	Final Grading - Main Parking/Graydon Ave.	5	0	24JUN11	30JUN11			0	MILL	
Start date 01DEC09										
Finish date 08SEP11										
Data date 14APR11										
Run date 04NOV13										
Page number 2A										
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Act ID	Description	Orig Dur	Actual Duration	Early Start	Early Finish	Actual Start	Actual Finish	Percent Complete	Responsibility
Main Entrance Road, Leading to Main Parking Area									
MR 000	Drainage (JB7 - Y1 32, JB7 - CB8, JB7 - Ex CB3)	3	23	09FEB10 A	11MAR10 A	09FEB10	11MAR10	100	MILL
MR 005	Drainage (CB8 - Y1 19, CB8 - CI 19)	2	3	12FEB10 A	16FEB10 A	12FEB10	16FEB10	100	MILL
MR 010	Drainage (CI 19 - CB25-CB21, CI 19-Y1 20)	2	5	17FEB10 A	23FEB10 A	17FEB10	23FEB10	100	MILL
MR 025	Rough Grade Main Entrance Road/Loop	5	5	01OCT10 A	07OCT10 A	01OCT10	07OCT10	100	MILL
MR 040	Stonebase Main Entrance Road/Loop	5	5	21OCT10 A	27OCT10 A	21OCT10	27OCT10	100	MILL
MR 110	Curb & Gutter Main Entrance Road/Loop	15	81	01NOV10 A	21FEB11 A	01NOV10	21FEB11	100	MILL
MR 185	Move Top Soil pile	8	35	24FEB11 A	19APR11	24FEB11		50	MILL
MR 015	Grading Intramural Field (2nd 1/2 of Project)	5	15	24MAR11 A	22APR11	24MAR11		35	MILL
MR 150	Brick Edge Bands @ Walks @ Main Entrance Rd/Loop	10	0	25APR11	06MAY11			0	MILL
MR 155	Finegrade Stone Main Entrance Road/Loop	5	0	27APR11	04MAY11			0	MILL
MR 095	6' Cushioned Fitness Track - Front Areas	15	0	02MAY11	20MAY11			0	MILL
Late Sitework									
LS 00	Final Grading @ Stormwater Ponds	5	0	04JUL11	11JUL11			0	MILL
LS 15	Remove Temporary Erosion Control Devices	2	0	25JUL11	27JUL11			0	MILL
PIM 000	Stormdrainage Pre-Installation Meeting	0	0	12JAN10 A		12JAN10		100	MILL
PIM 005	2-Weeks Prior to Start Of Stormdrainage	10	1	12JAN10 A	12JAN10 A	12JAN10	12JAN10	100	MILL

Start date 01DEC09
 Finish date 08SEP11
 Data date 14APR11
 Run date 04NOV13
 Page number 3A
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PC Construction of Greenville, Inc.
 Lander Foundation Athletic Fields

Randy Piontek

From: Chris Piontek <chris.p@pccconst.net>
Sent: Wednesday, November 24, 2010 4:57 PM
To: 'Gary Piontek'
Subject: RE: Wednesday 11-24-10

Chris Piontek
Superintendent
PC Construction of Greenwood, Inc.
108 Enterprise Ct.
Greenwood SC, 29649
864.227.3601 (office)
864.227.8255 (fax)
864.377.1075 (cell)

From: Gary Piontek [mailto:gary.p@pccconst.net]
Sent: Wednesday, November 24, 2010 8:13 AM
To: 'Chris Piontek'
Cc: 'Randy Piontek'
Subject: Wednesday 11-24-10

Chris,

Please confirm the following for me.

You have called Justin at 3 D or Lenny with Branyon Surveying to survey the other new retaining wall behind the concessions building. This wall has curves in it so you will need a few more stakes than just the ends. This area requires grading work Millers has not started the softball grade changes.

You have confirmed again that David Lawrence with Advance Exteriors is coming on 11/29/10 to install the Composite fascia on the concessions and the Soccer buildings. Yes, 1 week will be needed to complete this work. See email sent to David 11-22-10 (New info today plant back up will have some mat. On site 11/29 and "should" be on site 12/1. He supposed to touch base with me on Monday.

That you have called Darrell Merchant with Amstarr about the epoxy floor for the kitchen. You are asking him if the color has been selected and that he is ready to start and that you want him to come out and look at the condition of the floor and for him to inform you of what you need to move forward with his scope and what his lead time is. But he must meet with you now to discuss in person.

Left a message will follow up Monday

That you have called C Hawkins and that you know exactly what day he is coming to install bleachers and stadium chairs. This way you can make sure George has the concrete risers pressure washed prior to his arrival. You may also want to mention to him that we need the stadium chairs installed first prior to any bleachers being installed. Just because the bleacher color is not right does not mean that he can't set all the legs and pretend to install the benches, but just not bolt the benches down until they are painted. Left a message will follow up Monday

Did John Alwine ever come out yesterday and look at the benches? Came out today working on a price. Will follow up Monday

Gary Piontek

From: Miller Construction Company <mconstco@bellsouth.net>
Sent: Monday, December 13, 2010 2:04 PM
To: chris.p@pcconst.net
Subject: Lander Job

Due to extreme cold temperatures and weather on this job site, I know that it is impossible to pour concrete in these temperatures without adding antifreeze to the concrete mix. However, the concrete crew should still be on the job site forming concrete behind the grading contractor. If this problem cannot be resolved, there is no need for me to have a grading crew on site. Thanks, Matt Miller

Randy Piontek

From: Chris Piontek <chris.p@pccoconst.net>
Sent: Wednesday, December 15, 2010 9:52 AM
To: (mconstco@bellsouth.net)
Cc: 'Gary Piontek'
Subject: FW: Polydrain at Baseball/Concession Concourse

Mike

The channel drain between the concession and baseball venues was to be installed at the elevation issued below. Per Joe Bryant. This was issued to Matt Miller in the field on 12/14/10. Please let me know when you have confirmed your drain is installed at the right elevation, and I will proceed with the concrete placement.

Thank You

Chris Piontek

Superintendent
PC Construction of Greenwood, Inc.
108 Enterprise Ct.
Greenwood SC, 29649
864.227.3601 (office)
864.227.8265 (fax)
864.377.1076 (cell)

From: Joe Bryant [mailto:JBryant@swasc.com]
Sent: Tuesday, December 14, 2010 8:51 AM
To: Chris Piontek
Subject: Polydrain at Baseball/Concession Concourse

Per the construction documents the top of drain is at elevation 646.80.

thanks

Joe Bryant, PE, LEED® AP
Division Head, Civil Engineering
SeamonWhiteside+ASSOCIATES
607 Pendleton Street, Suite 100
Greenville, South Carolina 29601
tel: 864.298.0534 ext. 513 fax: 864.298.8018
cell: 864.423.9483 jbryant@swasc.com

Beyond the blueprints and plans
Beyond the codes and regulations
Beyond the gravel and dirt
WE SEE PEOPLE.
<http://www.swasc.com/>

 Please consider the environment before printing this e-mail.

Gary Piontek

From: Chris Piontek <chris.p@pccconst.net>
Sent: Friday, January 28, 2011 1:40 PM
To: (charrison@ohdog.com); (cothranllc@bellsouth.net); (diane@girasteel.com); (grace@simplepc.net); (info@timbersystems.com); (jgorney@charter.net); (ljbullard@charter.net); (mconstco@bellsouth.net); (PaulJustice@Bonitz.com); (psumner@charter.net); (quality_electric@bellsouth.net); (sburnett@sodfather.net); 'April'; 'Ben Powell'; 'Bruce M. Harris'; 'Cee Hawkins'; 'David'; Guy Roofing (jeff@guyroofing.com); 'Jeanne Kelley'; 'Ken McGinnis'; 'Lane Wofford'; 'Miriam Pittman'; Raymond Curtis (dee.hortonhvac@bellsouth.net); 'Richard Dom'; 'Robert Cox'
Cc: 'Gary Piontek'
Subject: Lander Sports Complex - Working Hours

Team

Please be advised of the working hours for the Lander Sports Complex:

Working hours are Monday – Friday 7:30AM – 5:30PM. **NO WORK** is permitted to take place before or after these hours. If your company wishes to work longer hours or weekends then a written requested must be submitted to PC Construction 48 hours in advanced for our consideration.

As you know PC Construction will work 7:30AM – 5:30PM on Saturday should it rain one or more days during the week. However you should still call to make your intentions to work known.

Thank You

Chris Piontek
Superintendent
PC Construction of Greenwood, Inc.
108 Enterprise Ct.
Greenwood SC, 29649
864.227.3601 (office)
864.227.8265 (fax)
864.377.1076 (cell)

Gary Piontek

From: Gary Piontek <gary.p@pccconst.net>
Sent: Friday, February 04, 2011 11:48 AM
To: 'Miller Construction Company'
Cc: Scott May; 'Document Control'; 'Chris Piontek'
Subject: Wellness Catch basin

Mike the owner and the architect want us to proceed with the catch basin installation as you have proposed for the Wellness Center to take that water that keeps puddling at the south end near our track. So as to not delay your folks from making the turn on the running track please bring additional men to the site Monday to install this box while also maintaining the crews on the running track so that we can get the stone base in next week.

Sincerely,

Gary Piontek
Project Manager
PC Construction of Greenwood, Inc.
108 Enterprise Ct.
Greenwood SC, 29649
864.223.5274 (office)
864.223.9183 (fax)
864.377.0242 (cell)

*No Additional Men
were brought.*

Gary Piontek

From: Gary Piontek <gary.p@pconst.net>
Sent: Wednesday, February 16, 2011 4:35 PM
To: 'Miller Construction Company'
Subject: FW: Soil Compaction Testing

Mike please make the necessary drying means and methods that get all of us out of here as soon as possible.

Sincerely,

Gary Piontek

Project Manager
PC Construction of Greenwood, Inc.
108 Enterprise Ct.
Greenwood SC, 29649
864.223.6274 (office)
864.223.9183 (fax)
864.377.0242 (cell)

From: Scott May [<mailto:scottmay@ls3p.com>]
Sent: Wednesday, February 16, 2011 1:07 PM
To: Gary Piontek
Cc: Jaime Henderson
Subject: Fwd: Soil Compaction Testing

Gary,

We encourage the use of whatever means are necessary to dry the soil and expedite construction. Based on the project specs as noted below, we consider the means and methods used as part of the basic scope of the work rather than an additional service.

Thanks. Scott.

Scott May, AIA, LEED AP
LS3P/Neal Prince
864.235.0405

Begin forwarded message:

From: "Benjamin Temple" <ben@blecorp.com>
Date: February 16, 2011 1:00:51 PM EST
To: "Scott May" <scottmay@ls3p.com>
Cc: "Jim Ernst" <jim@blecorp.com>
Subject: RE: Soil Compaction Testing

Scott,

Typically drying the soil is considered part of the contractor's means and methods. The section below is from the project specs. I just went over this section with Gary earlier today. It seems

to indicate that the contractor is responsible for getting the soil to an acceptable moisture content.

31 2000

3.14 SOIL MOISTURE CONTROL

A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill soil layer before compaction to within 2 percent of optimum moisture content.

1. Do not place backfill or fill soil material on surfaces that are muddy, frozen, or contain frost or ice.

2. Remove and replace, or scarify and air dry otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry density.

--Ben

(864) 288-1265 (office)

(864) 303-7528 (cell)

From: Scott May [<mailto:scottmay@ls3p.com>]
Sent: Wednesday, February 16, 2011 12:39 PM
To: ben@blecorp.com
Cc: Jim Ernst
Subject: Fwd: Soil Compaction Testing

Ben or Jim,

Do you typically see drying operations as part of the scope of basic services or an add to the contract?

Thanks. S

Scott May, AIA, LEED AP

LS3P/Neal Prince

864.235.0405

Begin forwarded message:

From: "Gary Piontek" <gary.p@pcconst.net>
Date: February 16, 2011 12:32:05 PM EST
To: "Scott May" <scottmay@ls3p.com>, "Jaime Henderson" <jaimehenderson@ls3p.com>
Subject: FW: Soil Compaction Testing

Over the past two days we have been cutting and doing some earthwork, it has been exciting to see us moving again. However, today we started compaction at the new softball rotation and parking lot work has been halted due to the fact the moisture content in the soil available is above optimum. 24% vs. 19 -20% required. BLE has suggested scarifying which has been done, However, Miller believes if we disc plowed the areas it would dry twice as fast and perhaps get in a full day on Friday. The plow can be brought in Thursday.

Miller requires \$85.00 per hour to perform this work. What do you think?

Sincerely,

Gary Piontek

Project Manager

PC Construction of Greenwood, Inc.

108 Enterprise Ct.

Greenwood SC, 29649

864.223.6274 (office)

864.223.9183 (fax)

864.377.0242 (cell)

From: Benjamin Temple [<mailto:ben@blecorp.com>]
Sent: Wednesday, February 16, 2011 9:01 AM
To: 'Gary Plontek'
Subject: RE: Soil Compaction Testing

Yes. Scheduled for 10:00

--Ben

(864) 288-1265 (office)

(864) 303-7528 (cell)

From: Gary Plontek [<mailto:gary.p@pcconst.net>]
Sent: Wednesday, February 16, 2011 8:45 AM
To: 'Benjamin Temple'
Subject: FW: Soil Compaction Testing

Will someone be here today?

Sincerely,

Gary Plontek

Project Manager

PC Construction of Greenwood, Inc.

108 Enterprise Ct.

Greenwood SC, 29649

864.223.6274 (office)

864.223.9183 (fax)

864.377.0242 (cell)

From: Miller Construction Company [<mailto:mconstco@bellsouth.net>]

Sent: Tuesday, February 15, 2011 5:52 PM

To: 'Gary Piontek'

Subject: Soil Compaction Testing

Gary,

Our crew was on site today 2/15/11 with no one present from BLE doing soil testing. We were placing fill that was too wet and this fill may need to be removed. We need to make sure BLE is on site when mass grading is being performed. Our crew will be back on site in the morning please make sure BLE is on site first thing in the morning. Thanks

Mike Miller

Gary Piontek

From: Gary Piontek <gary.p@pcconst.net>
Sent: Monday, March 21, 2011 7:01 PM
To: 'Miller Construction Company'
Subject: Lander items to work on

Mike we need to work together on getting these items taken care of. Many of them are all going on concurrently and will require additional manpower on site to maintain the schedule. Lets work together. Was hoping to have you and some more guys down here today.

Sincerely,

Gary Piontek

Project Manager
PC Construction of Greenwood, Inc.
108 Enterprise Ct.
Greenwood SC, 29649
864.223.6274 (office)
864.223.9133 (fax)
864.377.0242 (cell)

Items for Miller to complete

Grade for running track along the baseball from batting cage area to steps across from trailer for stone placement.

Grade to string line for curb down graydon

Layout geo grid over parking lot

Move 469 cy of soil to berm at sneads rather than haul off

Cut out bad soils at baseball plaza

Dewater back of parking lot property so that we can start building on it

Move top soil from intra mural field to softball field or tell Lander they have too much top soil so they can plan.

Put Geo grid over test pits not yet applied to yet.

Remove silt fence from sneads fence line at all directions

Final grade around soccer field 20 from string line set up now all four sides put at correct grade.

Bury soccer netting poles while shaping up the berms

Re-compact at ADA platforms at soccer venue where erosion has taken place.

North berm of soccer field is only supposed to be 2 foot higher than field, looks higher lets check it.

Back fill against walking trails that have asphalt

Finish grade the tennis lawn area between tennis courts and wellness building

Remove silt fence from wellness center near bus.

Grade swale between track and wellness parking lot where bus is parked

Demo curb along Ellison ave and haul off

Final grade along Ellison ave.

Cut swale in at montague and Ellison at the corner to keep water off of the track

Demo sidewalks along montague ave and curb aprons.

Final grade front area next to entrance sign towards Ellison so Decortative fence installation can occure

Back fill with top soil the sidewalk coming in along front entrance

Demo and replace curb at traffic circle

Install storm drain at softball field, build retention pond if necessary

Install roof drain behind concession building

Remove grease trap at intra mural field

Stay ahead of the sidewalk man with putting sidewalk at correct grades

Gary Piontek

From: Chris Piontek <chris.p@pconst.net>
Sent: Thursday, March 31, 2011 10:26 AM
To: 'Miller Construction Company'
Cc: 'Gary Piontek'
Subject: Lander - Soccer Venue

Mike

I spoke with Matt this morning about this and he is on board..

We need to direct all attention to the completion of the soccer venue next week. The university is looking into potential liquidated damages for this area of the project as it was scheduled to be complete last year.

Thank You

Chris Piontek
Superintendent
PC Construction of Greenwood, Inc.
108 Enterprise Ct.
Greenwood SC, 29649
864.227.3601 (office)
864.227.8265 (fax)
864.377.1076 (cell)

Gary Piontek

From: Gary Piontek <gary.p@pccconst.net>
Sent: Monday, April 11, 2011 9:07 AM
To: 'Miller Construction Company'
Subject: RE: Help Needed

Miller gets Credit from PC, It is the owner and the State Engineer I am worried about to make sure they understand Miller is doing what is necessary. 4/9/11 was dry enough to answer your other question.

Buck is on site this morning and he has a great attitude and it appears we are going to have a very productive week.

Thank you

Sincerely,

Gary Piontek

Project Manager
PC Construction of Greenwood, Inc.
108 Enterprise Ct.
Greenwood SC, 29649
864.223.5274 (office)
864.223.5183 (fax)
864.377.0242 (cell)

From: Miller Construction Company [<mailto:mconstco@bellsouth.net>]
Sent: Monday, April 11, 2011 8:52 AM
To: 'Gary Piontek'
Subject: RE: Help Needed

If it rained Tuesday, Wednesday, and Thursday, then it was wet on Friday. Did you have BLE on site to determine if the site was not too wet to work on April 2, 2011. A lot of our time has been placed on change orders and changes that have been done to the civil drawings. All these change orders that have been completed such as running track, taking out sidewalk, demolition of curb, and sidewalk not installed correctly has added to our time frame and I guess that we did not get credit for this.

Thanks, Mike

From: Gary Piontek [<mailto:gary.p@pccconst.net>]
Sent: Saturday, April 09, 2011 9:13 AM
To: 'Miller Construction Company'
Subject: Help Needed

Two weeks ago when this site had rain on Tuesday, 3/29, then too wet to work on Wed 3/30 then rained again on 3/31 and too wet again on Friday, we all were only able to work on one day that week.

Where did the rest of the man hours go that is supposed to be allocated to this project? We did not work the weekend of April 2 and 3rd to make up these lost days on the schedule.

But we certainly could have worked this Sat to attempt to recover one day against the 4 we lost that week. This is what we are expected to do per our contract with each other and the contract with the owner.

I myself made special arrangements with my family to be here and Chris and Scott have made arrangements with theirs over the last two months worth of Sat's. Each of these missed Sat make up days is being recorded who is or is not here making up those lost days.

I would like for Miller to be one of those subs recorded as having been here on Sat's making up lost days. Which is why PC started communicating that to you on Wed, thurs and Friday only to be told sorry, were are not coming. Next week again looks like rain approaching which will mean we gave up on sunny perfect day to get further ahead.

Sincerely,

Gary Plontek

Project Manager
PC Construction of Greenwood, Inc.
108 Enterprise Ct.
Greenwood SC, 29649
854.223.5274 (office)
854.223.5183 (fax)
854.377.0242 (cell)

Gary Piontek

From: Chris Piontek <chris.p@pccconst.net>
Sent: Friday, April 22, 2011 2:45 PM
To: 'Miller Construction Company'
Cc: 'Gary Piontek'; 'Randy Piontek'
Subject: Lander - Schedule
Attachments: Scan_Doc0125.pdf

Mike

We are getting further and further behind schedule. PC gave Millers Construction the ok to proceed with the parking lot/softball/Intra Mural Field areas well over a month ago. Since then there has been little or no work done in these areas. In the attachment you will notice I have marked up the schedule and plugged in dates for which these items where to have been completed. This has now become a serious issue as we are already being charged liquidated damages for the soccer venue. I am confident that we will be facing LD charges for the other venues if we continue with the lack of concern for the schedule. Please let PC know in writing how your company plans to recover the schedule.

Thank You

Chris Piontek
Superintendent
PC Construction of Greenwood, Inc.
108 Enterprise Ct.
Greenwood SC, 29649
864.227.3601 (office)
864.227.8265 (fax)
864.377.1076 (cell)

Expected Completion Date

CH 075	Finegrade Ball Field - Revised Design	4	15FEB11 A	18FEB11 A	15FEB11	18FEB11	100	MILL
CH 005	Layout Work Softball Field - Revised Design	1	21FEB11 A	21FEB11 A	21FEB11	21FEB11	100	MILL
CH 050	Grading For Walls - Revised Design	2	22FEB11 A	23FEB11 A	22FEB11	23FEB11	100	MILL
CH 080	Placement Fabric For Test Holes - Revised Design	1	23FEB11 A	23FEB11 A	23FEB11	23FEB11	100	MILL
CH 070	Import Topsoil to Site (5,000 cy)	8	24FEB11 A	15MAR11 A	24FEB11	15MAR11	100	MILL
CH 090	Layout Work - for storm Drainage Revised Design	1	31MAR11	31MAR11		* 3-31-11	0	MILL
CH 085	Storm Drainage Installation	4	01APR11	06APR11		* 4-6-11	0	MILL
CH 135	Sub Grade Softball Field - SB	5	13APR11	19APR11			0	MILL
SB SIT020	Backfill East Bullpen Segmental Wall -SB	2	14APR11	15APR11			0	MILL
SB FN 055	Backfill/Drains - Walls Connecting Dugouts - SB	3	18APR11	20APR11			0	MILL
SB SIT140	Backfill West Segmental Bullpen Wall - SB	2	20APR11	21APR11			0	MILL
SB FN 090	Backfill/Drains @ Pressbox Fnd. Wall - Softball	2	10MAY11	11MAY11			0	MILL
SB SIT085	Tie-In Roof Drainage - SB	3	31MAY11	02JUN11			0	MILL
SB SIT110	Final Grading Around Softball Peripheral Areas	5	25JUL11	29JUL11			0	MILL
TN SIT000	Drainage (CI 19 - Y1 29, CI 19 - Y1 21 - Y1 22)	2	22FEB10 A	24FEB10 A	22FEB10	24FEB10	100	MILL
TN SIT005	Drainage (Y1 22 - Y1 25, Y1 22 - Y1 23 - Y1 26)	2	23FEB10 A	25FEB10 A	23FEB10	25FEB10	100	MILL
TN SIT010	Drainage (Y1 23 - Y1 24 - Y1 27)	1	24FEB10 A	24FEB10 A	24FEB10	24FEB10	100	MILL
TN SIT015	Drainage (Y1 47 - Y1 46 - Y1 45 - Existing Dr.)	1	01MAR10 A	04MAR10 A	01MAR10	04MAR10	100	MILL
TN SIT025	Grading For Tennis Courts	5	01MAR10 A	17MAR10 A	01MAR10	17MAR10	100	MILL
TN SIT070	Final Grading In Tennis Courts Area	5	24NOV10 A	21MAR11 A	24NOV10	21MAR11	100	MILL
MP 000	Initial Grading @ Main Parking	5	11OCT10 A	15OCT10 A	11OCT10	15OCT10	100	MILL
CH 019	Layout Work - Main Parkign Area Revised Design	2	22FEB11 A	23FEB11 A	22FEB11	23FEB11	100	MILL
CH 065	Layout Work -pole lights Revised Design	2	25MAR11 A	26MAR11 A	25MAR11	26MAR11	100	MILL
MP 025	Rough Grade Parking Lot	4	07APR11	12APR11		* 4-12-11	0	MILL
MP 125	Install Geo Fabric	1	13APR11	13APR11		* 4-13-11	0	MILL
CH 020	Fill Placement (7,180 cy) - Revised Design	12	14APR11	29APR11		* 4-29-11	0	MILL
MP 075	Finegrade Main Parking Lot Subgrade	5	14APR11	20APR11		* 4-29-11	0	MILL
CH 010	Fabric Placement - Revised Design	2	09MAY11	10MAY11			0	MILL
CH 015	Stone Placement (925 Tons) - Revised Design	4	11MAY11	18MAY11			0	MILL
MP 080	Install Stone for Main Parking & Graydon Ave.	5	11MAY11	17MAY11			0	MILL
MP 085	Curb & Gutter for Main Parking & Graydon Ave	15	18MAY11	07JUN11			0	MILL
CH 030	Finegrade Parking Lot - Revised Design	2	08JUN11	09JUN11			0	MILL
CH 035	Backfilling Curb - Revised Design	2	10JUN11	13JUN11			0	MILL
MP 105	Final Grading - Main Parking/Graydon Ave.	5	17JUN11	23JUN11			0	MILL

Start date	01DEC09
Finish date	02SEP11
Data date	31MAR11
Run date	22APR11
Page number	2A
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PC Construction of Greenville, Inc.
Lander Foundation Athletic Fields

	Early bar
	Progress bar
	Critical bar
	Summary bar
	Start milestone point
	Finish milestone point

MR 000	Drainage (JB7 - Y1 32, JB7 - CB8, JB7 - Ex. CB3)	3	09FEB10 A	11MAR10 A	09FEB10	11MAR10	100	MILL
MR 005	Drainage (CB8 - Y1 19, CB8 - CI 19)	2	12FEB10 A	16FEB10 A	12FEB10	16FEB10	100	MILL
MR 010	Drainage (CI 19 - CB25-CB21, CI 19-Y1 20)	2	17FEB10 A	23FEB10 A	17FEB10	23FEB10	100	MILL
MR 025	Rough Grade Main Entrance Road/Loop	5	01OCT10 A	07OCT10 A	01OCT10	07OCT10	100	MILL
MR 040	Stonebase Main Entrance Road/Loop	5	21OCT10 A	27OCT10 A	21OCT10	27OCT10	100	MILL
MR 110	Curb & Gutter Main Entrance Road/Loop	15	01NOV10 A	21FEB11 A	01NOV10	21FEB11	100	MILL
MR 015	Grading Intramural Field (2nd 1/2 of Project)	5	24MAR11 A	08APR11	24MAR11	# 4-2-11	35	MILL
MR 150	Brick Edge Bands @ Walks @ Main Entrance Rd/Loop	10	11APR11	22APR11			0	MILL
MR 155	Finagrade Stone Main Entrance Road/Loop	5	15APR11	22APR11			0	MILL
MR 095	6' Cushioned Fitness Track - Front Areas	15	18APR11	06MAY11			0	MILL
LS 00	Final Grading @ Stormwater Ponds	5	04JUL11	08JUL11			0	MILL
LS 15	Remove Temporary Erosion Control Devices	2	25JUL11	28JUL11			0	MILL
PIM 000	Stormdrainage Pre-Installation Meeting	0	12JAN10 A		12JAN10		100	MILL
PIM 005	2-Weeks Prior to Start Of Stormdrainage	10	12JAN10 A	12JAN10 A	12JAN10	12JAN10	100	MILL
PIM 195		1	31MAR11	31MAR11			0	
PIM 205		1	31MAR11	31MAR11			0	
PIM 215		1	31MAR11	31MAR11			0	
PIM 225		1	31MAR11	31MAR11			0	
PIM 235		1	31MAR11	31MAR11			0	
PIM 245		1	31MAR11	31MAR11			0	
PIM 255		1	31MAR11	31MAR11			0	
PIM 265		1	31MAR11	31MAR11			0	
PIM 275		1	31MAR11	31MAR11			0	
PIM 285		1	31MAR11	31MAR11			0	
PIM 295		1	31MAR11	31MAR11			0	
Start date 01DEC09 Finish date 02SEP11 Data date 31MAR11 Run date 22APR11 Page number 3A © Primavera Systems, Inc. PC Construction of Greenville, Inc. Lander Foundation Athletic Fields Early bar Progress bar Critical bar Summary bar Start milestone point Finish milestone point								

Gary Piontek

From: Chris Piontek <chris.p@pcconst.net>
Sent: Friday, May 06, 2011 5:02 PM
To: 'Miller Construction Company'
Subject: Lander

Mike, the following items are all scheduled to be happening right now. Randy has requested your presence would come down Monday so we can try to work out a plan to manage these tasks.

- Grade around columns for fencing
- Move top soil pile (approval should be granted Monday)
- Finish backfill at dugouts so riser work can start
- Finish storm drain/roof drain lines
- Put segmented wall areas on grade
- Build parking lot
- Grade softball field

Thanks

Chris Piontek
Superintendent
PC Construction of Greenwood, Inc.
108 Enterprise Ct.
Greenwood, SC 29649
864.227.3601 (office)
864.227.8265 (fax)
864.377.1076 (cell)

Randy Piontek

From: Chris Piontek <chris.p@pccconst.net>
Sent: Saturday, May 07, 2011 11:52 AM
To: 'Gary Piontek'
Subject: RE: Meeting minutes

Ok, will do.

I want the footings/press box to start as well but we are having trouble with miller in getting the these areas ready. They do not have enough people and Dad is meeting with Mike Monday morning about this. The segmented wall people started on Thursday and said they will have both walls finished by then end of week. I plan on starting them on the snake like wall right after provided miller cooperates. Allied is pouring both dugout tops Monday and starting on risers too at the same time. I expect to have all landscape finished from the baseball outfield walls to the corner of Montague and Ellison done within the next week and a half. All sidewalks are complete from baseball press box out with the exception of the 20' or so left once c/o curb is finished. All wall padding is finished on baseball except for the dugout knee wall (netting is on order) and the backstop netting which I am trying to get a sketch on form jaypro the arch to approve. This should be finalized on Monday. Dugout benches are supposed to be on site Monday (I don't know what happened to 4/28 I let him know how unhappy we are). Fencing is finished around soccer (jerry knows about the different gate finish), tennis, wellness, and very close at baseball. All slates are in around the bullpens and he is working on the last section on the 3rd baseline from the dugout to the sloped wall. Soccer will be 100% by the end of the day.

Just a little update for you

Chris Piontek
Superintendent
PC Construction of Greenwood, Inc.
108 Enterprise Ct.
Greenwood, SC 29649
864.227.3601 (office)
864.227.8265 (fax)
864.377.1076 (cell)

From: Gary Piontek [<mailto:gary.p@pccconst.net>]
Sent: Saturday, May 07, 2011 10:28 AM
To: 'Chris Piontek'
Subject: Meeting minutes

Please plan to prepare meeting minutes for this Thursday as soon as you can this upcoming week. I don't plan on being here Thursday and Friday of next week. So I would think that your Dad will fill in for me and be with you Thursday at the meeting but you will be reading from the notes like I normally would. It should be a good meeting you seem to be getting a lot done, and next week looks to be another good week so more can get done. You may want to see if Allied can get the rest of the footings installed. Why are they just working on walls?
They need that other crew down here.

Thank you Chris.

Sincerely,

Gary Piontek
Vice President

Randy Piontek

From: Chris Piontek <chris.p@pcconst.net>
Sent: Monday, May 09, 2011 8:12 AM
To: 'Randy Piontek'
Subject: Miller List
Attachments: Scan_Doc0135.pdf

Chris Piontek
Superintendent
PC Construction of Greenwood, Inc.
108 Enterprise Ct.
Greenwood, SC 29649
864.227.3601 (office)
864.227.8265 (fax)
864.377.1076 (cell)

*Things Miller
was behind on*

Miller

- Grade around Cals. @ Montague
- Move Top Soil pile
- Finish storm Drain / Root Drains [Fill Dirt Needed]
- Finish back fill @ Dugouts
- Prep footing for Segmented wall [Dirt Needed @ 1st Base wall]
- Grade Softball field
- Grade for scoreboard / Foul pole footings
- Install new box @ riding drive c/o
- Need price to raise pipe @ Const Entrance.

Randy Piontek

From: Chris Piontek <chris.p@pcconst.net>
Sent: Friday, June 18, 2010 1:06 PM
To: (mconstco@bellsouth.net)
Cc: 'Gary Piontek'
Subject: Lander Sports Complex

Mike

I expect to see your company on site fully manned Monday morning June 24 to complete work in the following areas:

- Finish putting soccer field on grade (bad soils must be removed and replaced prior to its completion)
- Install yard inlets in the grassed area between the bullpen and 1st baseline bleachers
- Begin the backfill of retaining walls extending down the 1st baseline and into right field

Thank You

Chris Piontek
PC Construction

Gary Piontek

From: Chris Piontek <chris.p@pcconst.net>
Sent: Thursday, July 07, 2011 3:23 PM
To: 'Miller Construction Company'
Cc: 'Scott Piontek'; 'Gary Piontek'
Subject: Lander - Grease Trap

Mike, when do you plan on removing the grease trap in the middle of the intra mural field (AKA proposed field house location)? I would like for it to be removed by the end of next week or on a day we are unable to achieve proper compaction for whatever reason.

Thanks

Chris Piontek
Superintendent
PC Construction of Greenwood, Inc.
108 Enterprise Ct.
Greenwood, SC 29649
864.227.3601 (office)
864.227.8265 (fax)
864.377.1075 (cell)

Gary Piontek

From: Chris Piontek [chris.p@pccconst.net]
Sent: Tuesday, July 12, 2011 3:11 PM
To: 'Gary Piontek'
Subject: FW: Miller Construction To Do List

Chris Piontek
Superintendent
PC Construction of Greenwood, Inc.
108 Enterprise Ct.
Greenwood, SC 29649
864.227.3601 (office)
864.227.8265 (fax)
864.377.1076 (cell)

-----Original Message-----

From: Miller Construction Company [mailto:mconstco@bellsouth.net]
Sent: Tuesday, July 12, 2011 1:38 PM
To: chris.p@pccconst.net
Subject: FW: Miller Construction To Do List

-----Original Message-----

From: Miller Construction Company [mailto:mconstco@bellsouth.net]
Sent: Tuesday, July 12, 2011 9:45 AM
To: 'Scott Piontek'
Subject: RE: Miller Construction To Do List

- 1.) Will be completed this week.
- 2.) We have been waiting on an answer as of what you will be doing (either asphalt or concrete) that answer came today. Parking lot was 90% to grade when we wtopped. It has washed away during our waiting process of a couple of weeks.
- 3.) What is the grade of this area, and waiting on Steve with Lander to determine if we are going in front of light pole or behind light pole?
- 4.) When the stone is installed on parking lot, this area can be finished. Every time we get it to grade, then it rains and washed silt from parking lot to this area.
- 5.) Which retention pond, if the big pond has been done twice. If little or when running track or parking lot is complete.
- 6.) All curb is backfilled except where curb was removed to pour patio at stair area.
- 7.) Need to pull staked for this area when everyone is on the ballfield, this makes it hard to pull stakes.
- 8.) When we pull stakes, we think we have it.
- 9.) When turn down patio is complete, we will backfill this area. Waiting on concrete company.
- 10.) Will be installed this week.
- 11.) When roofer is done in this area. When will he be done?
- 12.) Where did this dirt come from. When we graded this area, there were

no piles there.

13.) This area will not be backfilled again. When you removed retaining wall outward, then whoever moved the wall should have backfilled it.

14.) We will place front entrance to grade, but when we do so Miller's takes no responsible for this area due to not having stone to backfill asphalt.

15.) This area has been smoothed up twice. This area is outside of property line. Whoever dug the footers for the columns did this mess.

16.) It will be pumped this week and filled in, if it does not rain.

17.) When will I be receiving money or funds to be able to complete this work in a timely manner.

Thanks, Mike Miller

-----Original Message-----

From: Scott Piontek [mailto:scott.p@pccconst.net]

Sent: Monday, July 11, 2011 5:43 PM

To: mconstco@bellsouth.net

Cc: Gary Piontek; Chris

Subject: Miller Construction To Do List

Mike,

Please review the list and let me know if there are any issue preventing you from finishing it before the end of the week?

Thanks,
Scott

Miller Construction To Do List

1. Clear and grub behind dumpster area Take pictures send proposal blame arch.
2. Fine grade parking lot for asphalt 1-3 days prior to crenshaw.
- ~~3. Extend walking track around man holes~~
- ~~4. Complete swale on south end of the parking lot~~
5. Finish/clean out retention ponds. Notify PC when this is complete so it can be turned over to Sodfather.
6. Finish backfilling curb
7. Finish building slope behind right field fence
8. Put running track on grade behind softball
9. Finish backfill behind 1st base dugout no top soil but done w/ everything else
- ~~10. Install yard inlet caps on 1st baseline~~
11. Tie in roof drains at softball plaza - Masonry
12. Remove 4 piles of dirt by wellness - to be moved off
13. Backfill around pavilion in the 18" betw retaining wall and concrete
14. Put front entrance on grade as shown on the plans
15. Grade between intermural field and state farm
16. Remove grease trap at Field House Location and return area to grade

500 Potters
Add dirt
in scuffs

Randy Piontek

From: Chris Piontek <chris.p@pcconst.net>
Sent: Thursday, July 14, 2011 1:40 PM
To: 'gary.p@pcconst.net'
Subject: RE: IMG00536-20110714-0723.jpg

Completed today

Chris Piontek
Superintendent
PC Construction of Greenwood, Inc.
108 Enterprise Ct.
Greenwood, SC 29649
864.227.3601 (office)
864.227.8265 (fax)
864.377.1076 (cell)

-----Original Message-----

From: gary.p@pcconst.net [<mailto:gary.p@pcconst.net>]
Sent: Thursday, July 14, 2011 7:24 AM
To: Chris Piontek
Subject: IMG00536-20110714-0723.jpg

Miller still needs to remove grease trap.

Sent from my BlackBerry® smartphone with Nextel Direct Connect

*Should have
Down Already Been*

Randy Piontek

From: Chris Piontek <chris.p@pccconst.net>
Sent: Friday, September 23, 2011 10:25 AM
To: 'Miller Construction Company'
Cc: 'Gary Piontek'
Subject: Lander - Grading Issue
Attachments: 2011-09-23_08-52-01_43.jpg

Mike, please take a look at the attached photo. The area shown is located at the front entrance on the proposed field house side. You will notice a significant amount of standing water in this area due to the grade being high on the right side of the track. Please let me know what you plan to do about this issue.

Thanks

Chris Piontek
Superintendent
PC Construction of Greenwood, Inc.
108 Enterprise Ct.
Greenwood, SC 29649
864.227.3601 (office)
864.227.8265 (fax)
864.377.1076 (cell)



Gary Piontek

From: Chris Piontek <chris.p@pcconst.net>
Sent: Tuesday, December 06, 2011 8:51 AM
To: 'Miller Construction Company'
Subject: FW: Pond Clean Out

Mike, see Joe's comment below. Let me know when you can get down to lander to get this closed out.

Thanks
Chris Piontek
PC Construction

From: Joe Bryant [<mailto:JBryant@swasc.com>]
Sent: Monday, December 05, 2011 3:50 PM
To: Chris Piontek
Cc: scottmay@ls3p.com
Subject: Pond Clean Out

Per our conversation I would move forward with the cleaning of the pond outfalls based on the last CEPSCI inspection.

Thanks

Joe Bryant, PE, LEED® AP
Division Head, Civil Engineering
Seamon Whiteside+ASSOCIATES
607 Pendleton Street, Suite 100
Greenville, South Carolina 29601
tel: 864.298.0534 ext. 513 fax: 864.298.8018
cell: 864.423.9483 jbryant@swasc.com

Beyond the blueprints and plans
Beyond the codes and regulations
Beyond the gravel and dirt
WE SEE PEOPLE.
<http://www.swasc.com/>

 Please consider the environment before printing this e-mail.

Gary Plontek

From: Chris Plontek <chris.p@pcconst.net>
Sent: Wednesday, December 28, 2011 1:54 PM
To: 'Miller Construction Company'
Subject: RE: Lander - Retention Pond

Mike,

What does this mean? Are you telling me you want me to send this to Joe Bryant for his approval?

From: Miller Construction Company [<mailto:mconstco@bellsouth.net>]
Sent: Wednesday, December 21, 2011 10:17 AM
To: 'Chris Plontek'
Subject: RE: Lander - Retention Pond

We went to the job site last week which was the week of December 12, 2011 to remove the riser on the detention pond. Due to the elevation of the water, we removed the riser on the pond and turned the 90 degree elbow so the water would drain out. This should drain this pond down. This pond is a little lower due to this pond being cleaned out as much as it has. This pond should have been closed on 10 months, but it took 22 months to complete this project. So due to the time frame and maintenance then, as I said the pond is a little low. Thanks, Mike Miller

From: Chris Plontek [<mailto:chris.p@pcconst.net>]
Sent: Monday, December 19, 2011 9:42 AM
To: mconstco@bellsouth.net
Subject: Lander - Retention Pond

Mike, have the retention ponds been addressed per the engineers request?(see attached) We would like to have Joe come out to inspect so we can close this item out.

Thanks

Chris Plontek
Superintendent
PC Construction of Greenwood, Inc.
108 Enterprise Ct.
Greenwood, SC 29649
864.223.6274 (office)
864.223.9183 (fax)
864.377.1076 (cell)

Randy Piontek

From: Chris Piontek <chris.p@pcconst.net>
Sent: Monday, December 19, 2011 9:42 AM
To: Miller Construction Company <mconstco@bellsouth.net> (mconstco@bellsouth.net)
Subject: Lander - Retention Pond
Attachments: Pond Clean Out

Mike, have the retention ponds been addressed per the engineers request?(see attached) We would like to have Joe come out to inspect so we can close this item out.

Thanks

Chris Piontek
Superintendent
PC Construction of Greenwood, Inc.
108 Enterprise Ct.
Greenwood, SC 29649
864.223.6274 (office)
864.223.9183 (fax)
864.377.1076 (cell)

*Still not complete
2 weeks*

Randy Piontek

From: Joe Bryant <JBryant@swasc.com>
Sent: Monday, December 05, 2011 3:50 PM
To: Chris Piontek
Cc: scottmay@ls3p.com
Subject: Pond Clean Out

Per our conversation I would move forward with the cleaning of the pond outfalls based on the last CEPSCI inspection.

Thanks

Joe Bryant, PE, LEED[®] AP
Division Head, Civil Engineering
SeamonWhiteside+ASSOCIATES
607 Pendleton Street, Suite 100
Greenville, South Carolina 29601
tel: 864.298.0534 ext. 513 fax: 864.298.8018
cell: 864.423.9483 jbryant@swasc.com

Beyond the blueprints and plans
Beyond the codes and regulations
Beyond the gravel and dirt
WE SEE PEOPLE.

<http://www.swasc.com/>

 Please consider the environment before printing this e-mail

Gary Piontek

From: Gary Piontek <gary.p@pccconst.net>
Sent: Wednesday, August 29, 2012 1:39 PM
To: 'Miller Construction Company'
Subject: RE: Lander RWS Warranty Items

Thank you. Give me a call when you arrive and I will join you.

From: Miller Construction Company [<mailto:mconstco@bellsouth.net>]
Sent: Wednesday, August 29, 2012 1:06 PM
To: 'Gary Piontek'
Subject: RE: Lander RWS Warranty Items

we went down last week and looked at this. I will have a crew on site Thursday to go down in man holes to check boxes. Thanks, Mike Miller

From: Gary Piontek [<mailto:gary.p@pccconst.net>]
Sent: Wednesday, August 29, 2012 10:47 AM
To: Mike Miller
Cc: Randy Piontek
Subject: FW: Lander RWS Warranty Items

Mike,

There is a sink hole at lander that has occurred in the area of where Miller Construction did the jack and bore and subsequent tie in to the Storm drain #JB2. If there is a break in your line or a Coupling that has failed or slipped off or was not tight would explain this type of situation of where the dirt can be going.

Please give this serious consideration as the impact to the running track and paver is too close to this are and it could suffer damage.

Let me know what you think.

From: Scott May [<mailto:scottmay@ls3p.com>]
Sent: Wednesday, August 29, 2012 10:13 AM
To: Gary Piontek
Cc: Jeff Beaver; Jordan, Margaret
Subject: Lander RWS Warranty Items

Gary,

As I mentioned in my e-mail to you yesterday, several warranty issues have developed at the Lander RWS site as documented in the attached photos. Please review the conditions at the site, and take the appropriate actions to correct.

Thank you. Scott.

Prescott D. May AIA, LEED AP
VICE PRESIDENT | MANAGING PRINCIPAL

LS3P | Neal Prince

Act ID	Description	Orig Dur	Actual Duration	Early Start	Early Finish	Actual Start	Actual Finish	Percent Complete	Responsibility
Pre-Installation Meetings									
PIM 000	Stormdrainage Pre-Installation Meeting	-9	0	0	12JAN10 A		12JAN10	100	MILL 1 week
PIM 005	2-Weeks Prior to Start Of Stormdrainage		10	1	12JAN10 A	12JAN10 A	12JAN10	100	MILL
Construction									
Cleaning, Demolition & Initial Erosion Control									
ES 010	Site Demolition - Above Ground		5	5	04JAN10 A	08JAN10 A	04JAN10	100	MILL
ES 015	Site Demolition - Concrete & Pavement Removal		5	8	04JAN10 A	13JAN10 A	04JAN10	100	MILL
ES 020	Site Demolition - Below-Ground Utilities		5	5	04JAN10 A	08JAN10 A	04JAN10	100	MILL
ES 025	Site Clearing - Wetlands Removal	x23	2	5	04JAN10 A	08JAN10 A	04JAN10	100	MILL 4 1/2 Extra Weeks
ES 030	Erosion Control Fencing		3	3	04JAN10 A	06JAN10 A	04JAN10	100	MILL
ES 035	Construction Entrances		1	9	04JAN10 A	14JAN10 A	04JAN10	100	MILL
ES 040	Exc. Dry Det. Pond#1 & Install Temp Outfall Pipe		5	14	11JAN10 A	28JAN10 A	11JAN10	100	MILL
ES 045	Exc. Dry Det. Pond#2 & Install Temp Outfall Pipe		2	2	01SEP10 A	02SEP10 A	01SEP10	100	MILL
Soccer Complex									
SC SITE000	Rough Grading @ Soccer Field		5	26	29JAN10 A	05MAR10 A	29JAN10	100	MILL
SC SITE005	Stormdrains - Detention Pond #1 to JB2		5	6	09FEB10 A	16FEB10 A	09FEB10	100	MILL
SC SITE010	Drainage (JB2 - Y1 6; Y1 33 - Y1 35)	x30	5	8	10FEB10 A	19FEB10 A	10FEB10	100	MILL 6 Extra Weeks
SC SITE020	Drainage (JB2 - Y1 12, JB2 - JB7)		3	5	16FEB10 A	22FEB10 A	16FEB10	100	MILL
SC FN 025	Drains/Backfill to Slab Subgrade - Soccer P/B		1	1	19MAR10 A	19MAR10 A	19MAR10	100	MILL
SC SITE040	Soccer Field Final Grading		5	8	01APR10 A	12APR10 A	01APR10	100	MILL
SC SITE050	Tie-In Roof Drainage - SC		2	2	19MAY10 A	20MAY10 A	19MAY10	100	MILL
SC SITE055	Final Grade Non-Field Areas Inside Soccer Fence		5	5	04APR11 A	08APR11 A	04APR11	100	MILL
Baseball Complex									
BB SITE000	Rough Grade Baseball Field		5	110	24FEB10 A	27JUL10 A	24FEB10	100	MILL 1/2
BB SITE010	Drainage (Y1 12 - B/Ball Rightfield Yard Inlets)		3	3	31MAR10 A	02APR10 A	31MAR10	100	MILL
BB SITE030	Drains/Waterprf Lower CMU Wall @ Batt's Bld - BB		5	15	05JUL10 A	23JUL10 A	05JUL10	100	MILL 4 1/2
BB SITE035	Backfill Batt. Bl. & Other Outfld Walls- BB	x244	5	13	19JUL10 A	04AUG10 A	19JUL10	100	MILL 48 Extra Weeks
BB FN 75	Backfill Segmental Wall @ RF Bullpen - BB		2	5	27JUL10 A	02AUG10 A	27JUL10	100	MILL
BB FN 55	Backfill/Drains - Walls Connecting Dugouts - BB		3	2	10AUG10 A	11AUG10 A	10AUG10	100	MILL
BB FN 96	Backfill/Drains @ Pressbox Fnd. Wall - Baseball		2	22	10AUG10 A	08SEP10 A	10AUG10	100	MILL
BB SITE075	Backfill Entrance Terrace & Build Conc Steps		5	65	18AUG10 A	16NOV10 A	18AUG10	100	MILL
BB SITE095	Finegrade Baseball Field		3	32	18AUG10 A	30SEP10 A	18AUG10	100	MILL
BB SITE130	Tie-In Roof Drainage - BB/Concess		3	15	29NOV10 A	17DEC10 A	29NOV10	100	MILL
BB SITE160	Final Grade Around Baseball/Concess Periph Areas		5	3	10MAY11 A	12MAY11 A	10MAY11	100	MILL
Concessions / Toilet Building									
CO SITE 00	Rough Grade @ Concessions	x15	2	12	25FEB10 A	12MAR10 A	25FEB10	100	MILL 3 Extra Weeks
Start date	01DEC09								
Finish date	20OCT11								
Data date	24AUG11								
Run date	03NOV13								
Page number	1A								
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PC Construction of Greenville, Inc.
Lander Foundation Athletic Fields

Act ID	Description	Orig Dur	Actual Duration	Early Start	Early Finish	Actual Start	Actual Finish	Percent Complete	Responsibility	
CO SITE 05	Drains/Backfill Concessions Foundation Walls	3	8	12MAY10 A	21MAY10 A	12MAY10	21MAY10	100	MILL	
CO SOG 15	Stone for Concessions SOG	1	1	15JUL10 A	15JUL10 A	15JUL10	15JUL10	100	MILL	
Softball Complex										
CH 045	Layout Work - Test Pits	1	1	14FEB11 A	14FEB11 A	14FEB11	14FEB11	100	MILL	
CH 205	Softball Change order DHEC Remediation Approval	0	0	14FEB11 A		14FEB11		100	MILL	
CH 075	Finegrade Ball Field - Revised Design	4	4	15FEB11 A	18FEB11 A	15FEB11	18FEB11	100	MILL	
CH 005	Layout Work Softball Field - Revised Design	1	1	21FEB11 A	21FEB11 A	21FEB11	21FEB11	100	MILL	
CH 050	Grading For Walls - Revised Design	2	2	22FEB11 A	23FEB11 A	22FEB11	23FEB11	100	MILL	
CH 080	Placement Fabric For Test Holes - Revised Design	1	1	23FEB11 A	23FEB11 A	23FEB11	23FEB11	100	MILL	
CH 070	Import Topsoil to Site (5,000 cy)	8	14	24FEB11 A	15MAR11 A	24FEB11	15MAR11	100	MILL	4 1/2 Extra weeks
CH 090	Layout Work - for storm Drainage Revised Design	1	6	14APR11 A	21APR11 A	14APR11	21APR11	100	MILL	
SB FN 055	Backfill/Drains - Walls Connecting Dugouts - SB	3	3	15APR11 A	19APR11 A	15APR11	19APR11	100	MILL	
CH 085	Storm Drainage Installation	4	6	21APR11 A	28APR11 A	21APR11	28APR11	100	MILL	
SB FN 090	Backfill/Drains @ Pressbox Fnd. Wall - Softball	2	3	10MAY11 A	12MAY11 A	10MAY11	12MAY11	100	MILL	
SB SIT140	BackFill West Segmental Bulpen Wall - SB	2	4	11MAY11 A	16MAY11 A	11MAY11	16MAY11	100	MILL	
SB SIT020	Backfill East Bulpen Segmental Wall -SB	2	5	23MAY11 A	27MAY11 A	23MAY11	27MAY11	100	MILL	
CH 135	Sub Grade Softball Field - SB	5	3	24MAY11 A	26MAY11 A	24MAY11	26MAY11	100	MILL	
CH 095	Back Fill @ SB Press Box	1	16	20JUN11 A	12JUL11 A	20JUN11	12JUL11	100	MILL	
SB SIT085	Tie-In Roof Drainage - SB	3	3	19JUL11 A	21JUL11 A	19JUL11	21JUL11	100	MILL	
SB SIT110	Final Grading Around Softball Peripheral Areas	5	17	10AUG11 A	01SEP11 A	10AUG11	01SEP11	100	MILL	
SB CL 05	Canopy Gutters & Tie-In to U/G Drains	3	3	24AUG11 A	26AUG11 A	24AUG11	26AUG11	100	MILL	
Tennis Complex										
TN SIT000	Drainage (CI 19 - YI 29, CI 19 - YI 21 - YI 22)	2	3	22FEB10 A	24FEB10 A	22FEB10	24FEB10	100	MILL	
TN SIT005	Drainage (YI 22 - YI 25, YI 22 - YI 23 - YI 26)	2	3	23FEB10 A	25FEB10 A	23FEB10	25FEB10	100	MILL	
TN SIT010	Drainage (YI 23 - YI 24 - YI 27)	1	1	24FEB10 A	24FEB10 A	24FEB10	24FEB10	100	MILL	
TN SIT015	Drainage (YI 47 - YI 46 - YI 45 - Existing Dr.)	1	4	01MAR10 A	04MAR10 A	01MAR10	04MAR10	100	MILL	
TN SIT025	Grading For Tennis Courts	5	13	01MAR10 A	17MAR10 A	01MAR10	17MAR10	100	MILL	
TN SIT070	Final Grading in Tennis Courts Area	5	84	24NOV10 A	21MAR11 A	24NOV10	21MAR11	100	MILL	18 1/2 Extra weeks
Main Parking Area										
MP 000	Initial Grading @ Main Parking	5	5	11OCT10 A	15OCT10 A	11OCT10	15OCT10	100	MILL	
CH 019	Layout Work - Main Parkign Area Revised Design	2	2	22FEB11 A	23FEB11 A	22FEB11	23FEB11	100	MILL	
CH 065	Layout Work -pole lights Revised Design	2	1	25MAR11 A	25MAR11 A	25MAR11	25MAR11	100	MILL	
MP 025	Rough Grade Parking Lot	4	4	14APR11 A	19APR11 A	14APR11	19APR11	100	MILL	
CH 010	Fabric Placement - Revised Design	2	1	20APR11 A	20APR11 A	20APR11	20APR11	100	MILL	
MP 125	Install Geo Fabric	1	1	20APR11 A	20APR11 A	20APR11	20APR11	100	MILL	
CH 020	Fill Placement (7,180 cy) - Revised Design	12	12	21APR11 A	06MAY11 A	21APR11	06MAY11	100	MILL	
MP 075	Finegrade Main Parking Lot Subgrade	5	5	21APR11 A	27APR11 A	21APR11	27APR11	100	MILL	
Start date 01DEC09										
Finish date 20OCT11										
Data date 24AUG11										
Run date 03NOV13										
Page number 2A										
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PC Construction of Greenville, Inc. Lander Foundation Athletic Fields										

Act ID	Description	Orig Dur	Actual Duration	Early Start	Early Finish	Actual Start	Actual Finish	Percent Complete	Responsibility
CH 015	Stone Placement (925 Tons) - Revised Design	4	4	18MAY11 A	23MAY11 A	18MAY11	23MAY11	100	MILL
MP 085	Curb & Gutter for Main Parking & Graydon Ave	15	15	25MAY11 A	14JUN11 A	25MAY11	14JUN11	100	MILL
CH 035	Backfilling Curb - Revised Design	2	12	17JUN11 A	05JUL11 A	17JUN11	05JUL11	100	MILL
MP 105	Final Grading - Main Parking/Graydon Ave.	5	5	11JUL11 A	15JUL11 A	11JUL11	15JUL11	100	MILL
MP 080	Install Stone for Main Parking & Graydon Ave.	5	21	27JUL11 A	24AUG11 A	27JUL11	24AUG11	100	MILL
CH 030	Finegrade Parking Lot - Revised Design	2	14	03AUG11 A	22AUG11 A	03AUG11	22AUG11	100	MILL
Main Entrance Road, Leading to Main Parking Area									
MR 000	Drainage (JB7 - YI 32, JB7 - CB8, JB7 - Ex. CB3)	3	23	09FEB10 A	11MAR10 A	09FEB10	11MAR10	100	MILL
MR 005	Drainage (CB8 - YI 19, CB8 - CI 19)	2	3	12FEB10 A	16FEB10 A	12FEB10	16FEB10	100	MILL
MR 010	Drainage (CI 19 - CB25-CB21, CI 19-YI 20)	2	5	17FEB10 A	23FEB10 A	17FEB10	23FEB10	100	MILL
MR 025	Rough Grade Main Entrance Road/Loop	5	5	01OCT10 A	07OCT10 A	01OCT10	07OCT10	100	MILL
MR 040	Stonebase Main Entrance Road/Loop	5	5	21OCT10 A	27OCT10 A	21OCT10	27OCT10	100	MILL
MR 110	Curb & Gutter Main Entrance Road/Loop	15	81	01NOV10 A	21FEB11 A	01NOV10	21FEB11	100	MILL
MR 185	Move Top Soil pile	8	63	24FEB11 A	23MAY11 A	24FEB11	23MAY11	100	MILL
MR 015	Grading Intramural Field (2nd 1/2 of Project)	5	47	24MAR11 A	27MAY11 A	24MAR11	27MAY11	100	MILL
MR 155	Finegrade Stone Main Entrance Road/Loop	5	5	27JUL11 A	02AUG11 A	27JUL11	02AUG11	100	MILL
Late Sitework									
LS 15	Remove Temporary Erosion Control Devices	2	5	12SEP11 A	16SEP11 A	12SEP11	16SEP11	100	MILL
LS 00	Final Grading @ Stormwater Ponds	5	61	26SEP11 A	19DEC11 A	26SEP11	19DEC11	100	MILL

Start date 01DEC09
 Finish date 20OCT11
 Data date 24AUG11
 Run date 03NOV13
 Page number 3A
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Lander Foundation Athletic Fields

DELAY DAMAGE SUMMARY

Duration Impact Analysis Limited to Following Activity Venues:

- Clearing, Demolition & Initial Erosion Control
- Soccer Complex
- Tennis Complex

ES 015 Site Demolition – Concrete & Pavement

Scheduled Duration: 5 days
Actual Duration: 8 days
Delay: 3 days

ES 025 Site Clearing – Wetlands Removal

Scheduled Duration: 2 days
Actual Duration: 5 days
Delay: 3 days

ES 035 Construction Entrances

Scheduled Duration: 1 days
Actual Duration: 9 days
Delay: 8 days

ES 040 Exc. Dry Det. Pond#1 & Install Temp Outfall Pipe

Scheduled Duration: 5 days
Actual Duration: 14 days
Delay: 9 days

SC SITE 000 Rough Grading @ Soccer Field

Scheduled Duration: 5 days
Actual Duration: 26 days
Delay: 21 days

SC SITE 005 Storm Drains Detention Pond #1 to JB2

Scheduled Duration: 5 days
Actual Duration: 6 days
Delay: 1 days

SC SITE 010 Drainage (JB2 – YI 6 YI33 – YI35)

Scheduled Duration: 5 days
Actual Duration: 8 days
Delay: 3 days

SC SITE 020 Drainage (JB2 -YI 12, JB2 -JB)

Scheduled Duration: 3 days
Actual Duration: 5 days
Delay: 2 days

SC SITE 040 Soccer Field Final Grading

Scheduled Duration: 5 days
Actual Duration: 8 days
Delay: 3 days

TN SIT 000 Drainage (CI 19 - YI 29, CI 19 - YI 21 - YI 22)

Scheduled Duration: 2 days
Actual Duration: 3 days
Delay: 1 days

TN SIT 005 Drainage (YI 22 - YI 25, YI 22 - YI 23 - YI 26)

Scheduled Duration: 2 days
Actual Duration: 3 days
Delay: 1 days

TN SIT 015 Drainage (YI 47 - YI 46 - YI 45 - Existing Dr.)

Scheduled Duration: 1 days
Actual Duration: 4 days
Delay: 3 days

TN SIT 025 Grading For Tennis Courts

Scheduled Duration: 5 days
Actual Duration: 13 days
Delay: 8 days

TN SIT 070 Final Grading in Tennis Courts Area

Scheduled Duration: 5 days
Actual Duration: 84 days
Delay: 79 days

Daily Rate for Extended General Conditions: 945.07

DELAY DAMAGES: 145 days @ 945.07 per day = \$ 137,035.15

Lander
Extended Overhead

1. Extended Field Office

a. Office trailer	\$ 7.86
b. Telephone's	\$ 8.95
c. Office Trailer electricity	\$ 3.82
d. Site Power electricity	\$ 30.38
e. Office janitorial	\$ 1.74
f. Builders Risk	\$ 16.77
	<u>\$ 69.51</u>

2. Extended Field Supervision

Project Manager	\$ 194.07
Project Scheduler	\$ 17.77
Superintendent	\$ 128.49
General Foreman	\$ 92.22
Foreman	\$ 153.87
Labor Burden	\$ 150.01
	<u>\$ 736.41</u>

3. Extended Field Labor

a. General cleanup crews	\$ 26.72
	<u>\$ 26.72</u>

4. Extended Equipment

a. Storage trailer	\$ 1.96
b. Portable toilets	\$ 17.13
c. Support equipment	\$ 6.79
d. Fuel, Oil & maintenance for equipment	\$ 0.64
	<u>\$ 26.52</u>

5. Summary of Extended Field Overhead

a. Present the subtotals of the above four sections

b. Summarize these into a unified cost per calendar day for Field Extended Overhead

\$ 859.15

O & P	10%
Total	\$945.07

JOHN L. BAHR, PE

PRINCIPAL

Mr. Bahr has more than 34 years in the construction industry with extensive experience on commercial, industrial, heavy/highway, educational, multi-family and correctional projects. John provides tailored services throughout the industry including project management, scheduling, claims analysis, cost control, productivity studies, estimating, and training. John is also frequently called on to provide expert witness testimony.

Sample Endeavors

- Convention Center, Wilmington, NC
- Dockside Resort, Morehead City, NC
- New Water Treatment Plant, City of Wilmington, NC
- 800' deep offshore pipeline installation, Santa Barbara, CA
- Berthing Expansion with 10' caissons in Panama
- New Schools, Durham County, NC
- Main Avenue Bridge Restoration, Cleveland, OH
- New Roadway & Highway Widening Projects, NC
- Correctional Facilities, NC
- Administrative Claims Study & Procedural Review, Ohio DOT
- Power Plant Expansion, Nicaragua
- Midland Memorial Hospital, Midland, TX
- Barracks, Camp Lejeune, NC
- Marina del Rio Condominium Project, Ecuador
- Physical Fitness Center, Camp Lejeune, NC
- New Detention Facility, New Hanover County, NC

Education

- * Georgia Institute of Technology, B.S. Civil Engineering

Licenses

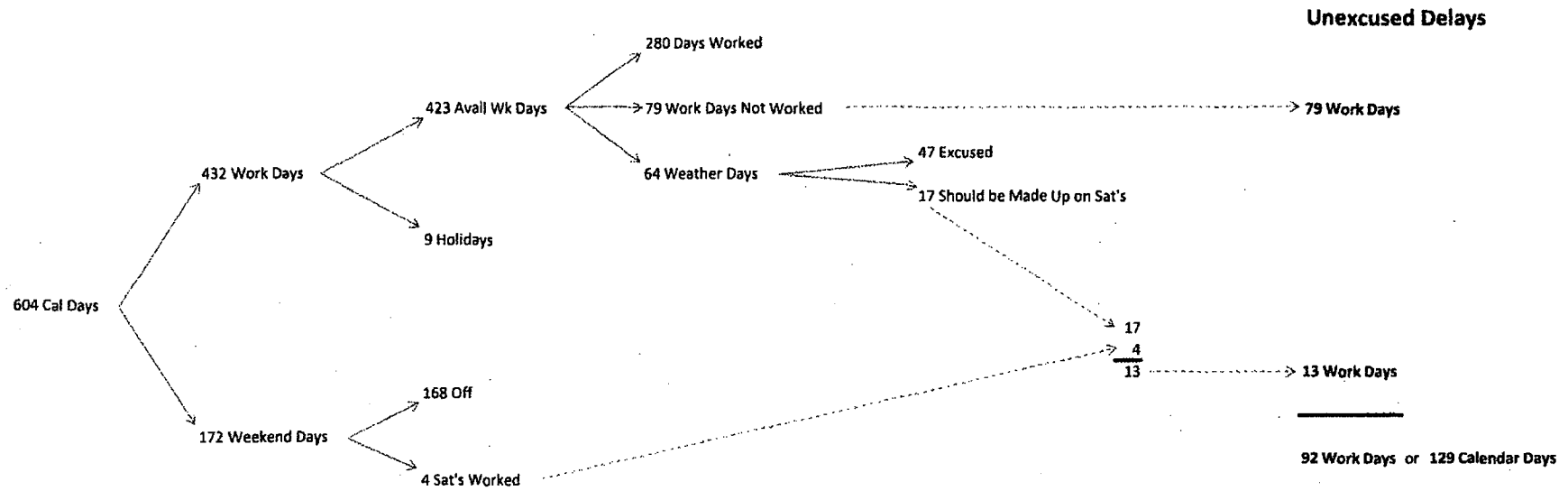
- * Registered Professional Engineer in North Carolina, California
- * Unlimited, Unclassified General Contractors License NC - Inactive

Professional Associations & Other

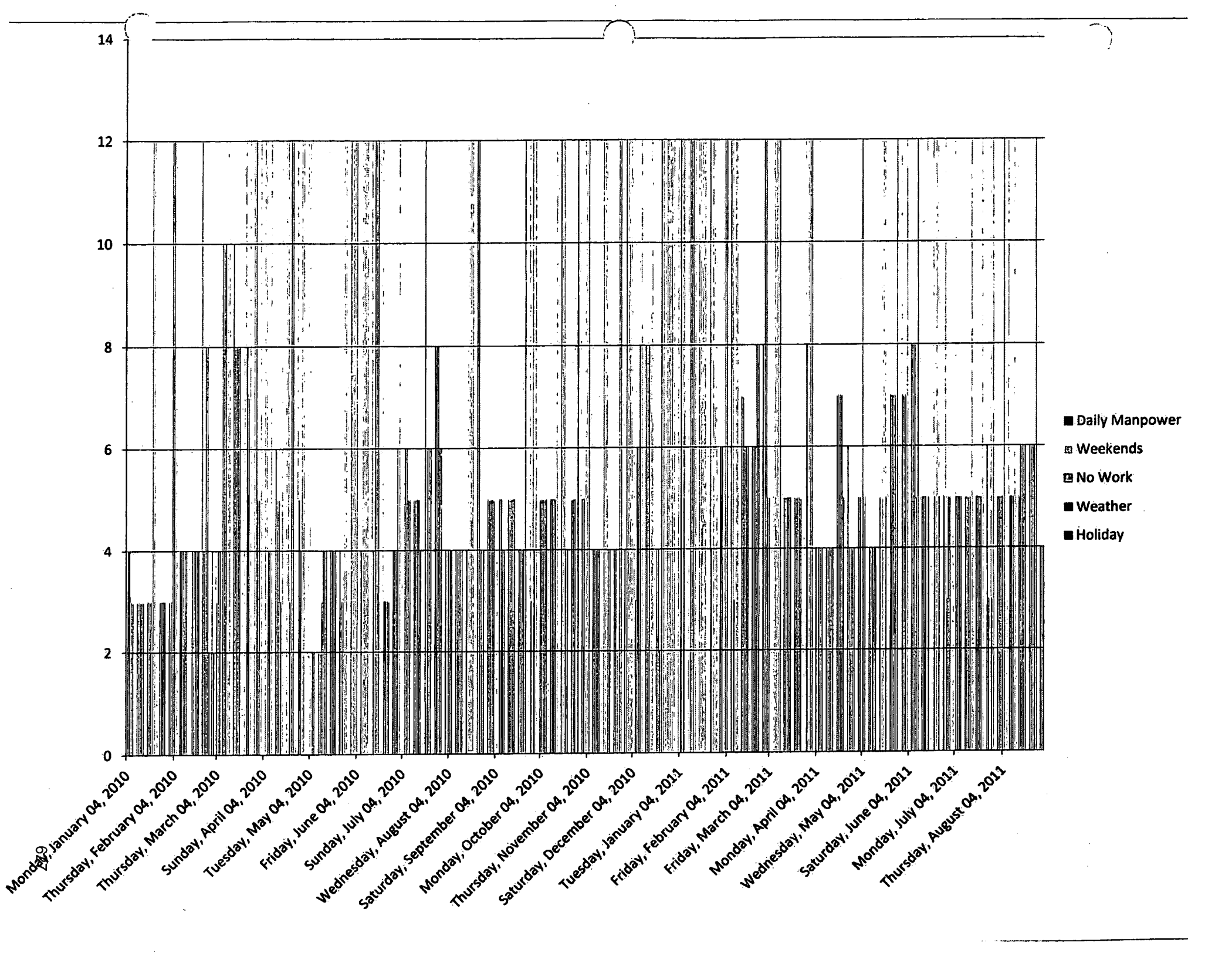
- * Member, The Associated General Contractors
- * Member, Construction Specifications Institute
- * Member, American Society of Civil Engineers
- * Member, American Association of Cost Engineers
- * Member, National Society of Professional Engineers
- * Published article in "North Carolina Engineer", "Cost Engineering"
- * Speaker on Project Mgmt from Budgeting through Project Close-out
- * Spanish fluency

**CONSTRUCTION
INTERFACE**

Period From January 4, 2010 to August 31, 2011



Calendar Days	2010												2011										Cal Days	Wk Days
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct		
Days Allowed	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	110	79
Actual Weather Days											6	17	27	14	17			15					96	69
Contract Extend By	0	0	0	0	0	0	0	0	0	0	1	12	22	9	12	0	0	10	0	0	0	0	66	47



	Application No.	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23
	Period From	1/1/2010	2/1/2010	3/1/2010	4/1/2010	5/1/2010	6/1/2010	7/1/2010	8/1/2010	9/1/2010	10/1/2010	11/1/2010	12/1/2010	1/1/2011	2/1/2011	3/1/2011	4/1/2011	5/1/2011	6/1/2011	7/1/2011	8/1/2011	9/1/2011	10/1/2011	
	Period To	1/31/2010	2/28/2010	3/31/2010	4/30/2010	5/31/2010	6/30/2010	7/31/2010	8/31/2010	9/30/2010	10/31/2010	11/30/2010	12/31/2010	1/31/2011	2/28/2011	3/31/2011	4/30/2011	5/31/2011	6/30/2011	7/31/2011	8/31/2011	9/30/2011	10/31/2011	
	Base Contract																							
\$ 6,700.00	Clearing	\$ 6,700.00																					\$ 6,700.00	
\$ 72,320.00	Demo Asphalt & Curb	\$ 72,320.00			\$ (5,000.00)												\$ 2,500.00						\$ 69,820.00	
\$ 7,735.00	Demo Storm Drain	\$ 7,735.00	\$ 7,735.00																				\$ 7,735.00	
\$ 6,950.00	Demo existing Sewer	\$ 6,950.00	\$ 6,950.00																				\$ 6,950.00	
\$ 56,132.00	Erosion Control	\$ 22,542.00		\$ 21,364.00																			\$ 33,828.00	
\$ 148,483.00	Site Prep	\$ 31,235.00	\$ 14,415.70	\$ 38,042.00	\$ 15,317.00		\$ 21,303.66	\$ 30,433.80							\$ 4,565.07	\$ 5,619.70		\$ 4,565.87		\$ 3,806.60	\$ 4,565.07		\$ 167,886.65	
\$ 122,994.00	Storm Drainage		\$ 108,234.72	\$ 3,690.00												\$ 4,919.78	\$ 6,149.70			\$ 3,043.38			\$ 132,994.18	
\$ 7,810.00	Pipe for detention ponds		\$ 7,810.00																				\$ 7,810.00	
\$ 3,450.00	Rip-rap stone	\$ 690.00	\$ 1,380.00	\$ 690.00									\$ 345.00				\$ 845.00						\$ 5,450.00	
\$ 8,000.00	Backfill concrete walls						\$ 2,500.00	\$ 1,250.00									\$ 750.00			\$ 500.00			\$ 5,000.00	
\$ 35,000.00	Final Grading		\$ 5,370.00				\$ 4,950.00	\$ (2,686.90)	\$ 5,370.00						\$ 1,790.00	\$ 1,790.00		\$ 1,790.00		\$ 716.00	\$ 1,074.00		\$ 34,163.10	
\$ 14,250.00	Re-Spreading topsoil						\$ 2,552.80	\$ 2,552.80				\$ 8,829.20			\$ 2,552.80			\$ 1,276.40					\$ 32,764.00	
\$ 2,500.00	Final As Buils																					\$ 2,500.00	\$ 2,500.00	
\$ 483,424.00		\$ 132,797.00	\$ 145,935.42	\$ 70,846.00	\$ 10,907.00	\$ -	\$ 32,753.66	\$ 31,548.70	\$ 7,922.80	\$ -	\$ -	\$ 4,174.20	\$ -	\$ -	\$ 8,807.87	\$ 15,572.96	\$ 6,494.70	\$ 7,632.37	\$ -	\$ 7,065.98	\$ 5,639.07	\$ 2,500.00	\$ 490,628.73	
\$ 999,413.44	Changes	\$ 13,848.00	\$ 850,431.00	\$ (43,014.00)	\$ 38,780.00	\$ -	\$ -	\$ 61,874.90	\$ (823,817.20)	\$ -	\$ -	\$ 10,058.50	\$ -	\$ 34,819.90	\$ 27,152.61	\$ 85,416.59	\$ 64,319.00	\$ 17,907.65	\$ -	\$ 58,529.10	\$ 23,868.99	\$ -	\$ 919,373.04	
					asbestos	qty error			lander waived dump fees															

SECTION 02540**STORM DRAIN REHABILITATION****02540.01 GENERAL****A. Description**

Storm drain rehabilitation shall include, but not necessarily be limited to, pipe joint sealing, inlet and manhole rehabilitation, pipe and fitting replacement, and inlet and manhole replacement in accordance with the Contract Documents.

B. Related Work Included Elsewhere

1. Protection of environment; Section 01500.
2. Trench excavation, backfill, and compaction; Section 02250.
3. Storm drainage pipe and culvert installation; Section 02520.
4. Storm drainage structure installation; Section 02530.

C. Quality Assurance**1. Materials**

- a. The Engineer will inspect all materials before and/or after installation to ensure compliance with the Contract Documents.
- b. Special grouts, sealers, and coating systems shall be delivered to the site in the manufacturer's sealed, labeled, and dated containers. Storing and handling materials shall be in strict accordance with the manufacturer's instructions. Failure to properly store and handle material will result in rejection of material for use. Materials beyond the expiration date indicating the manufacturer's recommended shelf life will not be permitted to be used.

2. Field Testing**a. General**

- 1) After the item in question has been rehabilitated or replaced, it will be inspected by the Engineer for compliance with these Specifications.
- 2) If the item in question fails the inspection, the Contractor shall, at his own expense repair or replace any defective component and have the Engineer reinspect the item until all requirements are met.

D. Submittals**1. Shop Drawings**

- a. Shop drawings shall be submitted as specified in the "General Provisions" for all materials listed in Section 02540.02. The Contractor shall submit product information and detailed manufacturer's recommendations and instruction on the storage, handling, mixing (where appropriate), and installation of all materials intended to be used for rehabilitation.
- b. For those materials which rely on chemical reactions and/or heat (energy) sources to obtain a "cure" of the materials, detailed instructions shall be submitted indicating "pot life" after mixing; curing time; temperature limitations during transportation, application, and installation; and special handling requirements.

2. Certificates of Compliance

Certificates of compliance shall be submitted as specified in the "General Provisions" for materials listed in Section 02540.02 when indicated in the paragraph where the materials are specified.

02540.02 MATERIALS**A. Materials Furnished by the County**

The County will not furnish any materials for storm drain rehabilitation.

B. Detailed Material Requirements

1. Portland cement concrete for pipe encasement shall be Mix No. 1 as specified in Section 03310.
2. Quick-setting, non-shrink grout shall be as specified in Section 03600.
3. Storm drain structure rehabilitation
 - a. Frame, cover, grate, ladder, and step materials shall be as specified in Section 05500.02. Covers shall be labeled in accordance with the Standard Details.
 - b. Brick for structures and inverts shall be sewer brick as specified in Section 04200.02.
 - c. Structural wall rehabilitation compounds shall be Drycon as supplied by I.P.A. Systems, Inc., Brush-Bond as supplied by Preco Manufacturing, or equal.

4. Pipe and culvert replacement

Pipe and culverts shall be as specified in Section 02520.02.

5. Storm drain structure replacement

- a. Cast-in-place concrete shall be as specified in Section 03300, Mix Number as indicated on the Standard Details or the Plans.
- b. Precast concrete shall be as specified in Section 03400.
- c. Brick shall be sewer brick as specified in Section 04200.02.
- d. Frame, cover, grate, ladder, and step materials shall be as specified in Section 05500.02. Covers shall be labeled in accordance with the Standard Details.
- e. Waterproofing for storm drain structure exterior shall be as specified in Section 07130.02.

02540.03 EXECUTION

A. Pipe Joint Sealing

1. General

- a. The intent of pipe joint sealing is to seal damaged or defective joints to prevent the surrounding soil from washing into the storm drain causing surface subsidence.
- b. Pipe joint sealing may be accomplished from either inside or outside the pipe as specified in the Contract Documents.

2. Inside Joint Repair

- a. The inside of joints to be sealed shall be carefully cleaned, and where determined by the Engineer, notched to provide a suitable anchorage for the repair patch.
- b. Once the joint has been prepared, it shall be sealed by firmly packing with a quick-setting, non-shrink grout.

3. Outside Joint Repair

- a. The area over the joint shall be excavated in accordance with Section 02250.03.

- b. The damaged joint shall be carefully cleaned and packed with a stiff mortar mix.

B. Storm Drain Structure Rehabilitation**1. General**

- a. The intent of storm drain structure rehabilitation work is to provide materials and equipment appropriate for each structure scheduled for rehabilitation.
- b. Storm drain structure rehabilitation includes the following:
 - 1) Replacement or resetting of manhole frames and/or covers.
 - 2) Replacement or resetting of inlet frames and/or grates.
 - 3) Replacement of steps or ladders.
 - 4) Repair of inverts and benches.
 - 5) Structural rehabilitation of walls, inverts and benches with coatings.

2. Structure Identification

Structures requiring rehabilitation work will be indicated in the Contract Documents which will identify and locate structures to be rehabilitated and the type of rehabilitation required for each structure.

3. Structural Rehabilitation of Walls

Rehabilitation shall be accomplished by applying high-strength compounds to the walls as follows:

- a. Surface preparation shall consist of cleaning all foreign materials and matter from the interior of the structure. Cleaning may be accomplished by waterblasting, sandblasting, or applying a 10% solution of muriatic acid or hydrochloric acid over all surfaces. If an acid solution is used, it shall be washed off and the wall allowed to dry before any coating application. Mixing, application, and removal of acid shall be done in strict accordance with the manufacturer's recommendations.
- b. After surface preparation and before application of coating materials, infiltration shall either be stopped by sealing in accordance with Section 02565 .03, Article F, or channeled to the drain through "bleed" pipes installed at the bottom of the structure.
- c. Application of the coating materials shall be by spray gun, Guniting gun, roller, brush, or hand trowel at the option of the Contractor in accordance with the

material manufacturer's recommendations. The material shall be applied to all surfaces from the base to the manhole ring.

- d. After proper curing of surface coating materials, the "bleed" pipes shall be removed and the structure sealed in accordance with Section 02565.03, Article F.

4. Frame, Cover, and Grate Resetting or Replacement

Storm drain structure frames, covers and grates shall be removed and reset or replaced as follows:

- a. Excavation for Frames, Covers, and Grates in Pavement
 - 1) The removal of manhole or inlet frames or grates shall be accomplished by making a rectangular cut in the pavement of sufficient size and depth to fully expose the frame or grate.
- b. Excavation for Frames, Covers, and Grates in Unpaved Areas
 - 1) Only sufficient excavation of materials from around the manhole or inlet shall be done to expose the frame or grate.
 - 2) Excavated material shall be used for backfill and shall be compacted to prevent settlement and to restore the setting. Backfill shall not cover the manhole or inlet.
 - 3) Private property which is disturbed for access to the manhole shall be restored by the Contractor to its original condition.
- c. Replacement frames, covers, and grates shall be installed where indicated on the Plans or as directed by the Engineer, and as specified in Section 02530.03.
- d. Installation of new or resetting of existing frames, covers, and grates shall be accomplished as follows and as shown on the Standard Details:
 - 1) Existing frames, covers, and/or grates designated on the Plans or by the Engineer as defective or unacceptable shall become the property of the Contractor and removed from the site of the work.
 - 2) The Contractor shall install a new frame and cover or frame and grate as indicated or directed, or reinstall the existing frame and cover or frame and grate.
 - 3) The frame shall be carefully set flush with the existing surface or to new elevations shown on the Plans or as directed by the Engineer.

- a) Where a manhole is located in a paved area, the frame and cover shall be carefully set flush with the paved surface to conform to both longitudinal and transverse slopes.
 - b) Where manholes are located in sump areas, and/or where indicated on the Plans, the manhole frames shall be fitted with grating-type covers.
 - 4) The frames shall be set in a full bed of mortar and encased in concrete in accordance with the requirements of Section 02680.03.
 - 5) Where manhole frames are to be raised, the grade adjustment shall be accomplished by adding a sufficient number of precast concrete grade rings set in a full bed of mortar to obtain the desired elevation.
 - 6) The Contractor, at no additional cost to the County, shall replace any portion of concrete or brick and mortar ring of the existing manhole or inlet, which is damaged when the existing frame is removed or replaced or a new frame is installed.
5. Step or Ladder Replacement
- a. Existing steps or ladders shall be removed or cut off flush with the inside of the wall. Any damage to the wall as a result of this activity shall be repaired by the Contractor at no additional cost to the County.
 - b. Location of holes for new steps shall be in accordance with the Plans or Standard Details and carefully measured and marked on the wall.
 - c. Holes shall be drilled to the diameter and depth, and the steps installed as recommended by the step manufacturer.
 - d. Ladders shall be installed with materials furnished by and in accordance with the manufacturer's recommendations at the locations indicated on the Plans or Standard Details.
6. Invert and Bench Repair
- a. Sections to be repaired shall be carefully cleaned as described in Paragraph 3 of this Article, and all loose brick and mortar removed to sound material.
 - b. After the section to be repaired has been acceptably cleaned, new brick and quick-setting non-shrink grout shall be used to rebuild the invert and bench as shown on the Plans, indicated on the Standard Details, and/or as directed by the Engineer.

C. Pipe and Fitting Replacement**1. General**

When a portion of the pipeline in question has collapsed, cannot be cleaned by the methods previously described, or is structurally damaged where it cannot be lined, those sections of the pipeline shall be uncovered, removed, and replaced with new pipe as directed by the Engineer.

2. Installation Procedures

- a. The area over the pipe shall be excavated in accordance with Section 02250.03 to fully expose the damaged section.
- b. The damaged pipe shall be cut and removed to limits indicated or directed and a new section or sections installed in its place. Particular care shall be given to insure the slope and invert of the new pipe matches the existing line.
- c. The new pipe shall be connected to the existing pipe with a full circle clamp or other acceptable means.
- d. The line shall be secured in place and backfilled in accordance with Section 02250.03.
- e. Structurally damaged fittings shall be removed from the drain system and replaced with new fittings.

D. Storm Drain Structure Replacement**1. General**

When an existing storm drain structure cannot be repaired by one of the previously described methods, or is structurally damaged or deficient, it shall be removed and replaced by a new structure.

2. Installation procedures shall be as follows for removal of the existing structure and installation of the new structure:

- a. The area around the existing structure shall be carefully excavated in a manner to prevent disturbing or damaging the existing pipes in accordance with Section 02250.03.
- b. The existing structure shall be removed to the crown of the existing pipe, or as directed by the Engineer. Any irregularities in the remaining wall shall be repaired and the base leveled with quick-setting non-shrink, grout.

- c. After the base has been repaired to the satisfaction of the Engineer, a layer of quick-setting non-shrink grout shall be placed on the base and the new riser section set in place, or new walls constructed.
- d. After the grout has set, the remaining sections and frame and cover or grate shall be installed in accordance with Section 02530.03 and the Standard Details.

02540.04 METHOD OF MEASUREMENT**A. Pipe Joint Sealing**

Measurement for pipe joint sealing will be made of the actual number of joints sealed.

B. Storm Drain Structure Rehabilitation

- 1. Measurement for the structural rehabilitation of storm drain structures will be made of the actual length in vertical feet of wall rehabilitated.
- 2. Measurement for frame and cover, or grate resetting or replacement will be made of the actual number of frames and covers, or grates reset or replaced.
- 3. Measurement for step or ladder replacement will be made of the actual number of steps or ladders replaced.
- 4. Measurement for invert and bench repair will be made of the actual number of inverts and/or benches repaired.

C. Pipe and Fitting Replacement

- 1. Measurement for pipe replacement will be made horizontally in linear feet along the centerline of the pipe replaced.
- 2. Measurement for fitting replacement will be made of the actual number of fittings replaced.

D. Storm Drain Structure Replacement

Measurement for storm drain structure replacement will be made of the actual length in vertical feet of structure replaced. Measurement will be made from the lowest point in the invert to the highest external point on top of the frame.

E. Excavation, Backfill and Compaction

Measurement will be made for the volume of excavation actually performed for storm drainage system rehabilitation in accordance with Section 02220.04. No separate measurement will be made for backfill and compaction.

02540.05 BASIS OF PAYMENT**A. General**

1. Payment will be made at the unit and/or lump sum prices bid. The prices bid shall include furnishing of all labor, tools, equipment, materials, and all other incidental items of work necessary to complete the work as shown, specified, and in strict accordance with the Contract Documents, and accepted by the Engineer.
2. Payment will be made for contingent items when ordered by the Engineer. Payment will be as specified in Sections 02951, 02952, 02953, 02954, 02955, 02956, and 02957.

B. Pipe Joint Sealing

Payment for pipe joint sealing will be made per joint sealed. The price bid shall include removing and disposing of residual sealing material from the pipeline.

C. Storm Drain Structure Rehabilitation

1. Payment for the structural rehabilitation of storm drain structures will be made per vertical foot of wall rehabilitated.
2. Payment for resetting or replacing frames and covers, or grates will be made per frame, cover, or grate replaced or reset. The price bid shall include removing and disposing of existing frames and covers, or grates where appropriate and setting the frames and covers, or grates to the proper grade and cross slope.
3. Payment for replacing steps and ladders will be made per step and ladder replaced. The price bid shall include removing and disposing of the existing steps and ladder.
4. Payment for invert and bench repair will be made per invert and/or bench repaired. The price bid shall include removing and disposing of all loose brick and mortar.

D. Pipe and Fitting Replacement

1. Payment for pipe replacement will be made per linear foot of the size and type of pipe replaced. The price bid shall include removing and disposing of all damaged pipe.
2. Payment for fitting replacement will be made per type and size of fitting replaced. The price bid shall include removing and disposing of all damaged fittings.

E. Storm Drain Structure Replacement

Payment for storm drain structure replacement will be made per vertical foot of structure replaced. The price bid shall include removing and disposing of the existing structure and resetting the existing frame and cover, or grate on the new structure to proper grade and cross slope.

F. Excavation, Backfill and Compaction

1. Payment for excavation, refill or backfill, and compaction will be made for the number of cubic yards of Class 3 excavation satisfactorily completed in conjunction with storm drainage system rehabilitation work items.
2. The price bid for Class 3 excavation shall include the following:
 - a. Removal of existing pavement, sidewalk, curb and combination curb and gutter as specified in Section 02160.
 - b. Excavation support as specified in Section 02400.
 - c. Dewatering as specified in Section 02512.
 - d. Maintenance of traffic as specified in Section 01410 through 01470.
 - e. Clearing and grubbing as specified in Section 02110.
 - f. Sediment control as specified in Section 01500.
 - g. Tree removal and protection as specified in Section 02120.
 - h. Adjusting and replacing fences, shrubs, hedges, etc. as specified in Section 02130.
 - i. Protecting and adjusting existing utilities and underground structures as specified in Section 02140.
 - j. Removal of existing pavement, sidewalk, curb and combination curb and gutter as specified in Section 02160.
 - k. Surface restoration as specified in Sections 02811 through 02850.
 - l. Excavation support as specified in Section 02400.
 - m. Dewatering as specified in Section 02512.
 - n. Patching paving as specified in Section 02680.

IN THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM GREENWOOD COUNTY
Court of Common Pleas

Eugene C. Griffith, Jr., Circuit Court Judge

Case No. 2012-CP-24-00574
Appellate Case No. 2014-002749

Miller Construction Company, LLC.....Respondent/Appellant

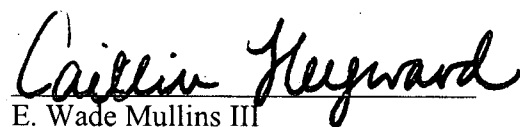
v.

PC Construction of Greenwood, Inc. and Safeco Insurance Company of
America..... Appellants/Respondents

CERTIFICATE OF COUNSEL

The undersigned certifies that this Record on Appeal complies with Rule 210(g)
SCACR.

October 20, 2015



E. Wade Mullins III
Caitlin Creswick Heyward
Bruner Powell Wall & Mullins, LLC
1735 St. Julian Place (29204)
Post Office Box 61110
Columbia, South Carolina 29260-1110
P: 803-252-7693
Attorneys for Appellants/Respondents