

BID DOCUMENTS

2018 BEAUFORT COUNTY ROADS RESURFACING

IFB #020818E



Prepared by: Beaufort County Engineering Department

Dated: December 2017

Bid Due Date: February 8, 2018

IMPORTANT ELECTRONIC SUBMITTAL INSTRUCTIONS

In order to do business with the Beaufort County, vendors must register with Purchasing through our Vendor Registration system, powered by Vendor Registry. The County may reject any quotes, bids, proposals and qualifications submitted by businesses that are not registered. Registering also allows businesses to identify the type of goods and services they provide so that they may receive email notifications regarding relevant solicitations out for bid.

To register with the County go to www.bcgov.net and go to the Purchasing Department's page and click on Vendor Registration. Once registered you may submit your proposal through the solicitation section in Vendor Registry.

IMPORTANT ELECTRONIC SUBMITTAL REQUIREMENTS

Response submittals for this Request for Proposal will ONLY be received electronically and must be submitted ONLINE prior to the date and time listed on page 1 of this RFP document.

All responses must adhere to the following guidelines:

- Suppliers are encouraged to submit responses as soon as possible. Responses are received into a 'lockbox' folder and cannot be opened prior to the due date and time. The time and date of receipt as recorded by the server will serve as the official time of receipt. The County is not responsible for late submissions, regardless of the reason;
- All requested information and forms MUST be uploaded as one file if possible. Each submission must be inclusive of all forms which begin on page 20 through 23. If necessary to have more than one upload, pricing and signed acknowledgements, etc are to be in the first upload and the MSDS should be in the second, with each titled accordingly. If you have a problem with your upload, you may contact Vendor Registry at **844-802-9202** or cservice@vendorregistry.com.

Additional language if needed:

The IFB must be signed by an official authorized to bind the Consultant, and it shall contain a statement to the effect that the proposal is firm for a period of at least 90 days from the closing date for submission of IFB. **IFB must be submitted through Vendor Registry by going to the County Website at www.bcgov.net and register as a vendor. There is no cost to register you company. This will allow you to submit your IFB electronically.**

T O B E I N C L U D E D I N Y O U R B I D P A C K A G E .

B I D F O R M S E C T I O N S 1 . 3 T H R U S E C T I O N S 1 . 7

B I D S C H E D U L E S E C T I O N 1 . 8

C O N T R A C T O R S Q U A L I F I C A T I O N S T A T E M E N T S e c . 1 . 9

S M A L L A N D M I N O R I T Y B U S I N E S S P A T R I C I P A T I O N

A L L O T H E R P A G E S S H A L L R E M A I N P A R T O F T H E B I D

B Y R E F E R E N C E A N D I T I S N O T N E C E S S A R Y T O R E T U R N T H E S E I T E M S .

COUNTY COUNCIL OF BEAUFORT COUNTY

Title VI Statement to Prime Contractors, Subcontractors, Architects, Engineers, and Consultants



It is the policy of the County Council of Beaufort County, South Carolina, hereafter referred to as “Beaufort County” or “the County”, to comply with Title VI of the 1964 Civil Rights Act (Title VI) and its related statutes. To this end, Beaufort County gives notice to all Prime Contractors, Subcontractors, Architects, Engineers, and Consultants that the County assures full compliance with Title VI and its related statutes in all programs, activities, and contracts. It is the policy of Beaufort County that no person shall be excluded from participation in, denied the benefit of, or subjected to discrimination under any of its programs, activities, or contracts on the basis of race, color, national origin, age, sex, disability, religion, or language regardless of whether those programs and activities are Federally funded or not.

Pursuant to Title VI requirements, any entity that enters into a contract with Beaufort County including, but not limited to Prime Contractors, Subcontractors, Architects, Engineers, and Consultants, may not discriminate on the basis of race, color, national origin, age, sex, disability, religion, or language in their selection and retention of first-tier subcontractors, and first-tier subcontractors may not discriminate in their election and retention of second-tier subcontractors, including those who supply materials and/or lease equipment. Further, Contractors may not discriminate in their employment practices in connection with highway construction projects or other projects assisted by the U.S. Department of Transportation (USDOT) and/or the Federal Highway Administration (FHWA).

In all solicitations either by competitive bidding or negotiation made by the Contractor for work to Beaufort County to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor’s obligations under the contract and the Title VI regulations relative to nondiscrimination on the basis of race, color, national origin, age, sex, disability, religion, or language by providing such a statement in its bidding and contract documents.

Upon request, the Contractor shall provide all information and reports required by Title VI requirements issued pursuant thereto, and shall permit access to its books, records, accounts and other sources of information, and its facilities as may be determined by Beaufort County, USDOT, and/or FHWA to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to USDOT or FHWA, as appropriate and via Beaufort County, and shall set forth what efforts it has made to obtain the information. In the event of the Contractor’s non-compliance with nondiscrimination provisions of this contract, USDOT may impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:

- Withholding of payments to the Contractor under the contract until the Contractor complies, and/or
- Cancellation, termination, or suspension of the contract, in whole or in part.

In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of this direction to comply with Title VI, the Contractor may request USDOT to enter into such litigation to protect the interests of USDOT and FHWA. Additionally, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Any person or Subcontractor who believes that they have been subjected to an unlawful discriminatory practice under Title VI has a right to file a formal complaint within one hundred eighty (180) days following the alleged discriminatory action. Any such complaint must be filed in writing or in person:

**Beaufort County Government
Post Office Drawer 1228 · Beaufort, SC 29901-1228
843.255.2354 Telephone · E-mail: compliance@bcgov.net**

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PROJECT SUMMARY- 2018 BEAUFORT COUNTY ROAD RESURFACING

Project Title: Bid No. 020818E - 2018 Beaufort County Road Resurfacing Projects

Project Descriptions

Project 1: Resurfacing in Hilton Head – Arrow Rd, Beach City Rd, Leg O Mutton Rd, New Orleans Rd, Pembroke Drive, Starfish Drive and Wexford Drive.

Project 2: Resurfacing in Bluffton – Bluffton Parkway (various sections), Buckwalter from Fording Island to Bluffton Parkway South, Red Cedar and Malphrus Rd (various sections).

Project 3: Design-Build Intersection Improvements for Bluffton Parkway Phase 5A Segment 2 & Buckingham Plantation Drive.

Project 4: Design Build Repair/Improvements for McCracken Circle.

Scope of Work

1. Prepare and submit SCDOT Encroachment Permit Applications and secure encroachment permit for each road that intersects SCDOT roadways. Close-out encroachment permits.
2. Provide Traffic Control on all roads throughout ALL resurfacing activities.
3. Provide cleaning and edge preparations for all roads to be resurfaced.
4. Restore and/or replace shoulder where necessary due to resurfacing operations.
 - a. Provide topsoil and seed at areas to restore shoulders flush to pavement..
5. Mill asphalt pavement as required for transitions and tie-ins to all concrete curb/gutter, medians and islands etc. and butt joints to existing asphalt
 - a. Time between milling roadway and asphalt application will **not exceed 5 calendar days.**
6. Proposal shall include the following allowances for leveling and 6” full depth patch for projects #1, #2 and #4.
 - a. Leveling, SCDOT mix type D – Include 10% of the total tonnage for the leveling tonnage allowance. This cost for leveling allowance to be included in the proposal. Total tonnage and leveling tonnage allowance for project #1, #2 and #4 shall be identified on the proposal form. Provide unit price for leveling (per Ton) for contract adjustment once actual leveling quantity is determined.

- b. 6” Full Depth Patching (FDP), SCDOT mix type C – Include 5% of the total area of resurfacing in SY for the full depth patch SY allowance. This cost for FDP allowance to be included in the proposal. FDP area (SY) allowance for project #1, #2 and #4 shall be identified on the proposal form. Provide unit price for full depth patching (per SY) for contract adjustment once actual full depth patching quantity is determined.
 - c. These allowances are established for the Owners benefit. Contractor will be paid only for materials actually used for allowance items.
- 7. Include the services of an SC Professional Engineer to measure, document and certify all full depth patch and leveling quantities as well as design build components.**
- a. Allowances for full depth patch and leveling are to be included in the proposal cost.
- 8. Provide independent SCDOT Certified Level 1 Inspector.** Field inspection includes:
- a. Set-up roller patterns, monitor asphalt placement, verify temperature, receiving load tickets.
 - b. Document all work and inspections in accordance with SCDOT procedures.
 - c. Submit AS-1 spreadsheet for review.
9. Provide independent SCDOT Certified inspector at plant during batching operations to monitor and document product and tests in accordance with SCDOT requirements.
10. Apply Tack Coat to all roads in accordance with SCDOT to provide sufficient bond between existing asphalt and new asphalt surface course.
11. Immediately prior to resurfacing, adjust all manholes and valve covers flush with surface of new asphalt. Coordinate, as needed, with the respective agency responsible for this work to ensure it is completed with the resurfacing operation.
12. Apply temporary paint striping to match existing striping scheme, including crosswalks, symbols and words, immediately following paving operations.
13. Apply Thermoplastic Pavement Markings and Raised Pavement Markers in accordance with SCDOT Specifications to match existing, unless otherwise noted.
- a. Edge lines, median lines, lane lines, center lines at 90 mils. Symbols, words and all other lines at 125 mils.
 - b. Epoxy markings will not be permitted.
 - c. New Pavement markings and RPM’s on roads receiving “reclamite” treatment are not required.
 - d. Prior to beginning the work inventory all roads for existing markings and raised

- pavement markers locations. Provide inventory to County Manager for approval.
- e. Match existing markings and RPM location except as noted below.
 - i. New Orleans – provide white edge lines in addition to other existing markings. Currently incomplete edges lines on this road.
 - ii. McCracken – provide centerline, edge lines, crosswalks, arrows and raised pavement markers.
 - iii. Bluffton Parkway, Buckwalter and Malphrus – provide centerlines, white edge lines (at areas without curb and gutter), yellow edge lines at raised medians, arrows, “Only”, crosswalks and raised pavement markers.
 1. Pavement markings and raised pavement markers are currently incomplete and/or missing on these roads.
 - iv. Leg O Mutton, Pembroke, Beach City, New Orleans – in addition to existing pavement marking add raised pavement markers.
14. Provide advance public notifications for resurfacing activities and lane closures.
15. **Project 3** – Intersection Improvements for Bluffton Parkway Phase 5A segment 2 & Buckingham Plantation Drive.
- a. Lump Sum Design/Build proposal to improve the ride quality of Bluffton Parkway (west bound) where it crosses Buckingham Plantation Drive. To include surveying and engineering services to develop and implement a plan, including but not limited to, milling and replacement of the existing asphalt pavement along Buckingham Plantation Drive and/or Bluffton Parkway. The overall purpose is the improvement of the ride quality along the Bluffton Parkway and preservation of the drainage and ride quality along Buckingham Plantation Drive. This lump sum bid item should include all survey, design, permitting and construction work necessary to achieve the retrofit of the intersection. All construction work associated with this project will be done from 10 pm to 6 am. All lanes will be open and suitable for normal traffic at 6 am every day.
16. **Project 4** – McCracken Circle from Buckwalter Pkwy to Buckwalter Pkwy.
- a. Lump Sum Design/Build proposal for repair/improvement of the drainage for the low spots on the roadway which floods due to vertical sags in the roadway alignment. To include surveying and engineering services to develop and implement a plan, including but not limited to milling, leveling/build-up and replacement of existing asphalt pavement along McCracken Circle. The overall purpose of this project is the elimination of standing water on the pavement during heavy rains. This lump sum bid item should include all survey, design, permitting and construction work necessary to achieve the retrofit of McCracken Circle. This lump sum bid will also include complete resurfacing of McCracken Circle, from Bluffton Parkway to Bluffton Parkway, using 175lbs/sy surface type “C” HMA overlay
 - b. Scheduling of work: Contractor shall coordinate with Beaufort County School District to minimize disruptions to school operations.
17. When a road or street falls within the limits of an incorporated Town or City, the successful bidder shall directly coordinate their resurfacing activities with that

municipality so as to avoid disruptions to the contractors operations as well as other business enterprises. Beaufort County encourages early coordination with municipalities to avoid conflicts during the peak tourist season.

- | | | |
|-------------|-----------------------------------------|--------------|
| a. Bluffton | Bryan McIlwee, Town Engineer | 843-706-7824 |
| b. HHI | Jeff Buckalew, Town Engineer | 843-341-4772 |
| c. HHI | Darrin Shoemaker, Town Traffic Engineer | 843-341-4774 |

Clarifications

1. The photo illustrations showing resurfacing limits, highlighted by yellow lines, are approximate and could vary by several feet.
2. The lengths of roads included on the exhibits are **approximate only**. Bidders are responsible for determining all quantities of work including allowances noted in items 6a and 6b in Scope of Work for full depth patching and leveling.
3. All turns lanes, acceleration/deceleration lanes, medians, shoulders, bike lanes etc. associated with the roadway, are a part of the resurfacing projects.
4. All brick and asphalt decorative crosswalks shall be preserved. Mill on each side of crosswalk to tie new asphalt surface into existing crosswalk.
5. Permitted work hours:
 - a. Hilton Head Island: **9pm – 6am.**
 - i. Arrow, Beach City, Leg O Mutton, New Orleans, Pembroke, Wexford
 - ii. Prior to commencing night work, a written waiver from Town Manager is required due to existing noise ordinance applicable to road construction activities. Coordinate with Town Traffic Engineer, Darrin Shoemaker to obtain waiver.
 - b. Hilton Head Island: **8am – 6pm Monday - Friday.**
 - i. Starfish
 - c. Bluffton: **9pm – 6am.**
 - i. Bluffton Parkway, Buckwalter, Malphrus, McCracken Circle, Bluffton Parkway/Buckingham Plantation intersection.
 - d. Bluffton: **Anytime/day**
 - i. Red Cedar
6. Project #1, #2, #3 and #4 can be awarded together (any combination) or individually, based on bid results. Although prices are being requested for individual roads for Project #1 and #2, these roads will not be awarded individually.

Project Administration:

Beaufort County Engineering Department
2266 Boundary Street
P. O. Drawer 1228

Beaufort, SC 29901-1228

Contract Type:

Lump sum with allowances established for full depth patching and leveling.

Contract Documents:

- Beaufort County Resurfacing Improvements Contract, Sections 1-7, including the South Carolina Department of Transportation, Standard Specifications for Highway Construction, Edition of 2007.

Contract Time:

- Contractor shall complete all work (including design portion on project # 3 and #4) within the following number of calendar days, from notice to proceed.
 - Project #1 – 30 calendar days.
 - Project #2 – 90 calendar days.
 - Project #3 – 30 calendar days.
 - Project #4 – 45 calendar days.
- Liquidated Damages shall be \$2,000 per day, per project.
- Asphalt indexing is not applicable on this project.

Work Not Included and Work by Others:

- Repair and/or replacement of traffic signal sensor pucks and/or loops will be bid out and awarded in a separate contract.
- Exclude resurfacing of two right turn lanes on Buckwalter, north of Innovation Drive. These two entrances to new development have just recently been completed.

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**BID INVITATION
2018 BEAUFORT COUNTY ROADS
RESURFACING
IFB #020818E**

Sealed bids will be received electronically until 3:00 p.m. February 8, 2018, at which time responses to this request will be recorded in the presence of one or more witnesses in the Purchasing Department, 106 Industrial Village Road, Bldg. #2, Beaufort, South Carolina for:

2018 BEAUFORT COUNTY ROADS RESURFACING

A Mandatory Pre-Bid meeting will be held on January 16, 2018 at 11:00 a.m. in the Beaufort County Purchasing Department, 106 Industrial Village Road, Bldg. #2, Beaufort, South Carolina.

Bid documents are available on the Beaufort County Web Site at www.bcgov.net. To obtain these documents you must be a registered vendor with Beaufort County. The contact phone number for the Engineering Department is 843- 255-2700.

Beaufort County reserves the right to reject all proposals and to waive minor informalities and irregularities.

All Bids shall be accompanied by a Bid Bond drawn in favor of the Beaufort County Treasurer of Beaufort County, Beaufort, South Carolina, in the amount of at least five percent (**5%**) of the bid for the complete work: such Bid Bond representing that the Bidder, if awarded a contract, will promptly enter into a contract and furnish Performance Bond and Payment Bond as provided by law and approved by the attorney for Beaufort County, South Carolina. Each bond shall be equal one hundred percent (**100%**) of the contract amount. The Bid Bond shall be forfeited to the **County Council of Beaufort County, South Carolina** as liquidated damages if the Bidder fails to execute the contract and provide Performance and Payment Bonds within fourteen (**14**) days after being notified that he has been awarded the Contract.

All work performed for this project will be in accordance with the *South Carolina Department of Transportation Standard Specifications for Highway Construction, Edition of 2007*, and any modifications identified in the bid documents.

The bidder shall be responsible for performing at least fifty percent (**50%**) of the work in this contract. The Bidder shall not subcontract, transfer, assign, or otherwise dispose of the contract or any portion thereof, without the written consent of the **Beaufort County Engineer**.

The successful bidder shall secure and pay for necessary approvals, permits, assessments, and changes required for the construction and installation of this project as required by local, state, and federal regulations. County permits shall be required as applicable, but the fee shall be waived. This waiver shall apply to the Beaufort County permit fee only and not to any "City or Town" permit fee and/or licenses, when applicable.

Bidders must comply with Title VI of the Civil Rights Act of 1964, the Anti-Kickback Act, the Contract Work Hour Standard Act, and the National Occupational Safety and Health Act of 1970.

Bidders must certify that they do not and will not maintain or provide for their employees any facilities, which are segregated on the basis of race, color, creed, or national origin.

The Beaufort County Council reserves the right to reject all Bids and waive any formalities. Any claims for cost incurred by any bidders in preparation of any part of, or total package for this project will not be handled for reimbursement by Beaufort County or their representatives.

The Bidder is required to submit only the Bid documents, which include:

- 1) Complete Bid Proposal Form, Section 1.2 through 1.9 (See Sec. 6.5 of Instructions to Bidders)
- 2) Bid Bond or Certified Check
- 3) Certification by Contractor RE: Non-Segregated Facilities
- 4) Non-Collusion Affidavit of Prime Bidder
- 5) Consent of Surety
- 6) Completed Bid Schedule, Section 1.8

The Bidding Documents consist of the following, including all addenda issued there with and forms referenced therein, in addition to the drawings:

- Section 1 - Bid Documents
- Section 2 - Contract
- Section 3 - General Conditions
- Section 4 - Supplemental Conditions
- Section 5 - General Provisions
- Section 6 - Special Provisions
- Section 7 - Specifications

Bidding Documents are open to the public at the **Purchasing Department**, 106 Industrial Village Road, Bldg. 2, Beaufort, SC 29906 at 3:00 P.M. February 8, 2018.

INSTRUCTIONS TO BIDDERS

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INSTRUCTIONS TO BIDDERS

1. DEFINED TERMS

Terms used in these Instructions to Bidders, which are defined in the General Conditions and Supplementary Conditions have the meanings assigned to them therein.

2. CONTRACT DOCUMENTS

2.1 Bidder should verify that the Contract Documents are complete in the number of documents as indicated by the List of Documents, and in the number of pages in each document.

2.2 Bidder must use a complete set of Contract Documents in preparing Bid; neither Owner nor Engineer assume any responsibility for errors or misinterpretations resulting from the use of an incomplete set of Contract Documents.

2.3 Bidder has the responsibility prior to submitting Bid to examine the Contract Documents thoroughly and notify the Engineer of all conflicts, errors or discrepancies, or of questions or meaning or intent. Bidder is encouraged to visit the construction site prior to submitting a Bid.

2.4 Addenda may be issued to modify the Contract Documents in response to notifications made by Bidders, or for other reasons. Addenda will be mailed or delivered at least five days prior to Bid opening to prospective Bidders who obtained Contract Documents. If addenda are required to be mailed or delivered less than five calendar days prior to Bid Opening, then it shall be the responsibility of the Bidder who considers that the issued addenda does not provide sufficient time to address the Bid, notify the owner, by phone and in writing of the need to delay the Bid Opening. The owner shall then notify all prospective Bidders by phone or fax and in writing of the revised Bid Opening Date.

2.5 Bidders may contact the **Beaufort County Engineer** at the location and during the hours given in the **Invitation to Bid** to verify the number, if any, of Addenda issued.

3. ORGANIZATION OF CONTRACT DOCUMENTS

3.1 The Bid form contains understandings and representations made by Bidder in submitting the Bid; in addition, the Schedule of Items is included.

3.2 The form of Notice of Award and Agreement, which may be executed by the Owner with the Successful Bidder is incorporated in the Contract Documents.

3.3 The General Conditions incorporated in the Contract Documents are the **STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT** prepared by the Engineers' Joint Contract Documents Committee and approved and endorsed by The Associated General Contractors of America. Amendments or supplements to specific articles or paragraphs in the Standard General Conditions to be included herein are identified by a notation at the article or paragraph so amended or supplemented.

3.4 The actual amendments or supplements to the Standard General Conditions are made in the Supplementary Conditions by reference to the specific article or paragraph so amended or supplemented. The Supplementary Conditions may also contain additional paragraphs incorporating language required by South Carolina contract law.

3.5 The General Requirements of the Specifications contain additional amendments and supplements to the Standard General Conditions of the Construction Contract with regard to general and administrative matters, and also contain details for the Work of this Contract.

3.6 The Technical Requirements of the Specifications may cover a breakdown of the Goods and/or Service by Sections; solely for reference and payment, and not for dividing Goods and/or service among subcontractors or suppliers. Each section includes general information on the Work included, and method of payment. Items in the Technical Sections for which payment is to be made are listed in the Schedule of Items in the Bid Form.

3.7 The drawings are complementary to the Specifications to show size, form, location and arrangement of various elements of the Work.

3.8 Section 6.0 - Special Provisions may contain additional instruction, conditions or directions directly related to the contract or Work of the Contractor.

4. **PHYSICAL CONDITIONS**

4.1 Paragraph 4.2 of the General Conditions set forth responsibilities for the adequacy of data regarding subsurface conditions and physical conditions and possible changes in the Contract Documents due to differing conditions. Reference is made to the General Requirements for identification of report(s) and drawing(s) on subsurface and physical conditions, which have been utilized by Engineer in preparation of the Contract Documents. Copies of reports and drawings listed in General Requirements that are NOT included with the Bidding Documents may be examined at the office of the Purchasing Director at the address and during hours set forth in the Invitation for Bid. The reports and drawings listed in the General Requirement are not part of the Contract Documents, but the technical data contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.2 of the General Conditions are identified and established in the General Requirements.

4.2 Paragraph 4.3 of the General Conditions indicates that information and data reflected in the Contract Documents with respect to Underground Facilities at or contiguous to the site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities or others, and Owner and Engineer shall not assume responsibility for the accuracy or completeness thereof.

4.3 Bidder, prior to submitting a Bid, may conduct at bidder's expense any additional examinations, investigations, explorations and tests pertaining to subsurface and physical conditions, and to Underground Facilities, which are deemed necessary by Bidder to determine an appropriate Bid for performing and furnishing the work in accordance with the Contract Document. Owner will provide Bidder with access to the site for the purpose set forth in this paragraph upon agreement of the Bidder to restore the site as nearly as possible to its original condition.

5. SCHEDULE OF PRICES

Bidder, with regard to completing the Schedule of Items of the Bid Form, is advised as follows:

5.1 The Owner, a public body, is not exempt from South Carolina State Sales and Use Taxes and equipment to be incorporated in the Work, and such taxes shall be included in with price Bid.

5.2 The quantities indicated for Unit Price Work, if any, are estimates and not guaranteed and final payment will be based on actual quantities constructed.

5.3 The Agreement, if made, will be on the basis of materials and equipment indicated in the Drawings or specified in the Specifications without consideration of possible substitute items.

5.4 The lands upon which the Work are to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by Contractor.

5.5 The amount Bid for each item must be written in words where indicated; these written entries shall control with regard to price of the Bids received.

5.6 The Bidder shall be responsible for performing at least fifty percent (**50%**) of the work in this contract. The Bidder shall not subcontract, transfer, assign, or otherwise dispose of the contract or any portion thereof, without the written consent of the **Beaufort County Engineer**.

6. SUBMISSION OF BIDS

6.1 Bidder must provide all information requested in the Bid Form and in attachments thereto by appropriate entries handwritten in ink or typewritten.

6.2 Bidder must sign the Bid Form as follows:

- (a) Proprietorship, signature shall be that of the Proprietor.
- (b) Partnership, signatures shall be that of the person or persons authorized to sign and attest for the partnership.
- (c) Corporation, signatures shall be that of the person or persons authorized to sign and attest for the corporation.

6.3 If Bidder is a joint venture set forth the full name of the identity or identities comprising the joint venture. Each joint venturer must sign in the manner indicated for the respective form of ownership as set forth in Paragraph 6.2 of these Instructions to Bidders.

6.4 Bidder must submit with the Bid Form a Bid Security made payable to the Beaufort County Treasurer in an amount of not less than five percent (**5%**) of the total amount indicated in the Bid Form, in the form of a certified or bank check or a Bid Bond issued by a surety authorized to do business in South Carolina.

6.5 Contract Documents with the exception of the Drawings should be returned intact with the completed Bid Form bound in place as originally received, the whole to constitute the Bid.

6.6 Bids including Bid Security and other required documents, shall be submitted at the time and place indicated in the advertisement for Bids and shall be enclosed in opaque sealed envelopes, marked with the title of the work and name and address of the Bidder. If the Bid is sent through the mail or other delivery system the sealed envelope shall be enclosed in a separate envelope with the notation "**BID ENCLOSED**" on the face of it.

6.7 Bids may be modified or withdrawn by a document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

7. **DISPOSITION OF BIDS**

7.1 **OWNER** any time prior to Bid opening may withdraw the advertisement for Bids and not accept Bids. Any Bid received under this circumstance will be returned, unopened to Bidder.

7.2 **OWNER** may open Bids and (unless obviously non-responsive) read aloud publicly.

7.3 **OWNER** will reject Bids other than the three (3) apparent lowest responsible bids and return Bid Security for rejected Bids within ten (10) business days after the date of Bid opening.

7.4 **OWNER** may hold the three (3) apparent lowest responsible Bids subject to acceptance for ninety (90) days after the day of the Bid opening; and the Bid security of these Bidders will be returned as follows: (1) to the unsuccessful Bidders within three (3) business days after a Notice of Award is made to Successful Bidder, and (2) to the Successful Bidder after the Agreement is executed and the required contract security furnished.

7.5 **OWNER**, in evaluating Bids, will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, and of the data, as may be requested by the Bid Form.

7.6 **OWNER** reserves the right to reject any and all Bids, to waive any informalities and to reject nonconforming, non-responsive, unbalanced or conditional Bids.

7.7 **OWNER** may conduct reasonable investigations as deemed necessary to assist in the evaluation of Bids and to establish the responsibility, qualifications and financial ability of Bidders to perform and furnish the Work in accordance with the Contract Documents.

7.8 The Beaufort County Council reserves the right to reject all Bids and waive any formalities. Any claims for cost incurred by any bidders in preparation of any part of, or total package for this project will not be handled for reimbursement by Beaufort County or their representatives.

8. **AWARD OF CONTRACT**

8.1 **OWNER**, if the Contract is awarded, will award it to the lowest responsible Bidder. The lowest Bid will be determined based on the total of the Bid price for each item as indicated in words in the Bid Form. The written entries will control over numerical entries regardless of whether there are arithmetic discrepancies between the written amount and the numerical entries.

8.2 **OWNER** will give the Successful Bidder a Notice of Award within ninety (90) days after the day of the Bid opening, if the Contract is to be awarded.

8.3 **OWNER'S** Notice of Award to the Successful Bidder will be transmitted with the required number of unsigned counterparts of the Agreement.

8.4 Successful Bidder, within fourteen (**14**) days after receiving Notice of Award shall sign and deliver the required number of counterparts of the Agreement to Owner with the required Bond. Paragraph 5.1 of the General Conditions and the Supplementary Conditions set forth Owner's requirements as to performance and payment bonds.

8.5 Bidder, in submitting Bid, understands and agrees that the Bid security may be forfeited as liquidated damages, and not as a penalty, if the Bidder is determined to be Successful Bidder and thereafter fails to execute the Agreement and furnish the required Bonds within the stipulated time.

8.6 **OWNER**, within ten (**10**) days after receiving the Agreement and bonds, shall deliver one signed counterpart to Contractor, and thereby establish the effective Date of the Agreement.

8.7 The successful Bidder shall secure and pay for necessary approvals, permits, assessments, and changes required for the construction and installation of this project as required by local, state, and federal regulations. County permits shall be required as applicable, but the fee shall be waived. This waiver shall apply to the Beaufort County permit fee only and not to any "City or Town" permit fee and/or licenses, when applicable.

9. **COMMENCEMENT OF CONTRACT TIME**

9.1 **OWNER** may give **CONTRACTOR** a Notice to Proceed within thirty (**30**) days after the Effective Date of the Agreement, and indicate therein the day on which the Contract Time will commence to run.

10. **CONTRACT TIME**

See Paragraph 3 of Bid Form.

11. **DAMAGES**

See Paragraph 4 of Bid Form.

12. **RETAINAGE**

See Paragraph 5 of Bid Form.

13. **RIGHT TO PROTEST**

13.1 Any actual bidder who is aggrieved in connection with the award of a contract may protest to the Purchasing Director. The protest shall be submitted in writing within fourteen (14) days of the Bid opening. The protest must be accompanied by a detailed statement indicating the reasons for such protest.

13.2 Authority to Resolve Protest. The Purchasing Director shall have authority, prior to the commencement of an action in court concerning the controversy, to settle and resolve a protest of an actual aggrieved bidder, concerning the award of the contract.

13.3 Decision. If the protest is not resolved by mutual agreement, the Purchasing Director shall issue a decision in writing within ten (**10**) days of receipt of the written protest. The decision shall:

- (a) State the reasons and describe the actions taken; and
- (b) Inform the protestant of its right to administrative review as provided in this Section.

13.4 Notice of Decision. A decision under Subsection (3) of the Instructions to Bidder shall be noticed by certified mail to the protestant and any other party intervening.

13.5 Rights to Review

- (a) Any person adversely affected by the decision appeals administratively within (**10**) days after receipt of decision to the County Council in accordance with this section.
- (b) Any protest taken to County Council or court shall be subject to the protestant paying all of Beaufort County administrative costs, attorney fees and court costs, when it is determined that the protest is without standing.

13.6 Litigation

- (a) Any litigation arising out of this Bid Award or subsequent contract or agreement shall be held only in a Circuit Court of Beaufort County, Beaufort, South Carolina and the fourteenth Judicial Circuit.

BID PROPOSAL

Proposal of _____ (hereinafter called "Bidder") a contractor organized and existing under the laws of the State of _____, *an individual, a corporation, Or a partnership doing business as _____.

TO: Beaufort County
(Hereinafter called "County")

Gentlemen:

The Bidder in compliance with your Invitation for Bid and all Bidding Documents for the construction of:

2018 COUNTY ROADS RESURFACING

Having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and supplies to construct the project in accordance with the contract documents, within the time set forth herein, and at the process stated below, proposed to enter into a contract with the County to provide the necessary machinery, tools, apparatus, all materials and labor, and other means of construction necessary to complete the Work. The undersigned proposes to furnish and construct the items listed in the attached Schedule of Items for the unit prices stated.

Bidder agrees that the cost of any work performed, materials furnished, services provided or expenses incurred, which are not specifically delineated in the Contract Documents, but which are incidental to the scope, intent, and completion of the Contract, shall be deemed to have been included in the prices bid for the various items scheduled.

Start and Completion of Work

The Bidder further proposes and agrees hereby to promptly commence the Work **with adequate force and equipment within ten (10) calendar days** from receipt of Notice to Proceed, or as may be specified by Special Provision. **Contractor shall complete all work (including design portion on project #3 and #4) within the following number of calendar days, from notice to proceed. Project #1 – 30 Calendar Days, Project #2 – 90 Calendar Days, Project #3 – 30 Calendar Days and Project #4 - 45 Calendar Days.**

BID PROPOSAL

Bidder acknowledges receipt of the following addenda:

The undersigned further agrees that in case of failure on his part to execute said contract and bond, or provide satisfactory proof of carriage of the insurance required, within **fourteen (14) calendar days** after the award thereof, the Bid Bond or certified check accompanying his bid and the money payable thereon shall be forfeited to Beaufort County as liquidated damages; otherwise, the check or Bond accompanying this proposal shall be returned to the Bidder.

The Bidder declares that he understands that the quantities shown on the proposal are subject to adjustment by either increase or decrease, and that should the quantities of any of the items of work be increased, the undersigned proposes to do the additional work at the unit prices stated herein; and should the quantities be decreased, he also understands that payment will be made on actual quantities at the unit price bid and will make no claim for anticipated profits for any decrease in the quantities, and that actual quantities will be determined upon completion of work, at which time adjustment will be made to the Contract amount by direct increase or decrease.

Attached hereto is a bid bond or certified check on the (Bank) _____
_____ in the amount of
_____, (five percent of Total Amount Bid).

BID PROPOSAL

The full name and residence of persons or parties interested in the foregoing bid as principals, are named as follows: _____

Beaufort County, South Carolina

Signed, sealed, and dated this _____ day of _____, 20_____.

Bidder: _____
(Company Name)

By: _____

Title: _____

Mailing Address:

BID BOND

(Five Percent (5%) of Bid)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned:

_____, as Principal, and
_____, as Surety, are hereby
held and firmly bound unto Beaufort County, South Carolina as County in the penal sum of

_____ Dollars (\$_____) for the payment of which, well and truly to be made, we hereby jointly and severally bid ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this ____ day of _____, 20_____.

The condition of the above obligation is such that whereas the Principal has submitted to Beaufort County, South Carolina a certain bid attached hereto and hereby made a part hereof to enter into a contract in writing for the construction of:

NOW, THEREFORE,

- (a) If said bid shall be rejected or in the alternate,
- (b) If said bid shall be accepted and the Principal shall execute and deliver a Contract in the Form of Contract attached hereto (properly complete in accordance with said bid) and shall furnish a bond for his faithful performance of said Contract and for the payment of all persons performing labor and furnishing material in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be void, otherwise the same shall remain in force and effect, it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

BID BOND

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the County may accept such bids, and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

_____(SEAL)
Principal

By:_____

_____(SEAL)
Surety

By:_____
South Carolina Representative

CERTIFICATION BY CONTRACTOR

Regarding

NON-SEGREGATED FACILITIES

The Bidder certifies that he does not, and will not, provide and maintain segregated facilities for his employees at his establishments and, further that he does not, and will not, permit his employees to perform their services at those locations, under his control, where segregated facilities are provided and maintained. Segregated fountains, transportation, parking, entertainment, recreation, ad housing facilities; waiting, rest, wash, dressing, and locker room, and time clock, work, storage, restaurant, and other eating areas which are set apart in fact, or by explicit directive, habit, local custom, or otherwise, on the basis of color, creed, national origin, and race. The Bidder agrees that, except where he has obtained identical certifications from proposed subcontractors for specific time periods, he will obtain identical certifications from proposed subcontractors prior to the award of subcontractors exceeding **\$10,000.00** which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

The Bidder agrees that a breach of this certification is a violation of the Equal Opportunity clause in this Contract. The penalty for making false statements is prescribed in 18 U.S.C. 1001.

Contractor

(Signature)

Name and Title of Signer

Date

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____)
) ss.

County of _____)

_____ being first duly sworn,
deposes and says that:

(1) He is _____ (Owner, Partner, Officer, Representative, or Agent) of the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted to or refrain from bidding in connection with such Contract, or has in any collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of an other Bidder, or to fix any overhead, profit or cost element of the bid price or the Bid of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Beaufort County or any person interested in the proposed Contract; and,

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representative, owners, employees, or parties in interest, including this affiant.

(Signed)
Name _____

Title _____

Subscribed and Sworn to before me this

_____ day of _____, 20_____.

_____ (SEAL)

_____ Title

My commission expires: _____

BID FORM

THIS BID SUBMITTED TO: Beaufort County Engineering Department

TITLE OF WORK: 2018 Beaufort County Roads Resurfacing

LOCATION OF WORK: Beaufort County

1. **BIDDER** has examined all Contract Documents including Addenda.
2. **BIDDER** understands and accepts the terms and conditions of the Invitation to Bid, Instructions to Bidders, and all other Contract Documents.
3. In accordance with Paragraph 3.1 of the Agreement, the Work will be completed and ready for final payment: **Contractor shall complete all work (including design portion on project #3 and #4) within the following number of calendar days, from notice to proceed. Project #1 – 30 Calendar Days, Project #2 – 90 Calendar Days, Project #3 – 30 Calendar Days and Project #4 - 45 Calendar Days** from the date when the Contract Time commences to run.
4. In accordance with Paragraph 3.2 of the Agreement, damages for delay are **\$2,000 per day.**
5. In accordance with Paragraph 5.1 of the Agreement, progress payments will be made less retainage in an amount equal to ten percent (10%). If the Contractor is **50% complete** with the project and **on schedule**, the retainage may be reduced to five percent (5%).
6. The Work shall be completed in accordance with the Schedule of Prices set forth by **BIDDERS** in Bid Form - Schedule of Items, which is attached hereto and made a part hereof.
7. **BIDDER** will, if this Bid is accepted by Owner, enter into the Agreement included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents.
8. **BIDDER** has completed the following additional documents, which are attached hereto and made a part hereof:
 - (a) **NON-COLLUSION AFFIDAVIT**
 - (b) **CONSENT OF SURETY**
9. **BIDDER** has included with this Bid Form a Bid security in an amount and under the terms and conditions indicated in the Instructions to Bidders.

BID FORM

10. **BIDDER** is organized under the laws of the State of _____ as
a _____ (indicate proprietorship, partnership, or corporation) as
follows:

Name (of business): _____

Address: _____

Telephone: _____ FAX: _____

South Carolina Bidder's License No. _____

Licensing Authority: _____

11. Communications concerning this Bid should be addressed to the attention of
_____ as follows:

Name: _____

Address: _____

Telephone: _____ FAX: _____

SIGNED BY:

(Signature)

Name Printed

Title: _____ Date: _____

I, the above signed, certify that this Bid does not violate any Federal or State Antitrust Laws.
_____(initial)

CONSENT OF SURETY

OWNER: _____

TITLE OF WORK: _____
(Complete above exactly as given in Invitation to Bid)

In consideration of the premises and of One Dollar (**\$1.00**), lawful money of the United States, it is in hand paid by the Contractor, the receipt whereof, is hereby acknowledged, the undersigned surety consents and agrees that if the contract, for which the preceding Bid is made, be awarded to the person or persons submitting the same as contracted, it will become bound as surety and guarantor for its faithful performance in an amount equal to one hundred percent (**100%**) of the Contract Price, and will execute as surety thereto when required to do so by the Owner, and if the said Contractor shall omit or refuse to execute such contract, if so awarded, it will pay without proof of notice and on demand to the Owner any increase between the sum of which the said Contractor would have been entitled upon the completion of the said Contract and the sum which the said Owner may be obligated to pay to another contractor to whom the contract may be afterwards awarded, the amount in such case to be determined by the bids plus the cost, if any, of re-advertising for bids for this work, less the amount of any certified check or bid bond payable and received.

In witness whereof, said surety has caused these presents to be signed and attested by a duly authorized officer and its corporate seal to be hereto affixed this _____ day of _____, 20____.

(A corporate acknowledgment and statement of authority to be here attached by the surety company).

_____ (Surety Company)

BY: _____
(Surety Company)
(Attorney-In-Fact)

Attest: _____

NON-COLLUSION AFFIDAVIT

OWNER: _____

TITLE OF WORK: _____
(Complete above exactly as given in Invitation to Bid)

COUNTY OF _____

I, _____ of the _____ of _____ in the County of _____ and the State of _____ full age, being duly sworn according to Law on my oath depose and say that:

I am _____ of the firm of _____

the Bidder making the Bid for the above named Work, and that I executed the said Bid with full authority so to do; that said Bidder has not, directly or indirectly, entered into any agreement, participating in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named Work; and that all statements contained in said Bid and in the affidavit are true and correct, and made with full knowledge that the **OWNER** relies upon the truth of the statements contained in said Bid and in the statements contained in this affidavit in awarding the contract for the said Work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by _____.

(Name of Contractor) _____

(Also type or print name of affiant under signature) _____

Subscribed and sworn to before me this _____ day of _____, 20_____.

NOTARY PUBLIC of _____

My commission expires _____, 20_____.

BID SCHEDULE

SECTION 1.8

IFB #020818E - 2018 Beaufort County Resurfacing Project
Exhibit A - Roadway Summary - Bid Schedule

CONTRACTOR _____

PROJECT #1 - RESURFACING - Hilton Head Island

ROAD NAME	Approx Length (Miles)	TERMINI DESCRIPTION	TREATMENT TYPE	TOTAL COST
Arrow Road	0.06	William Hilton Pkwy - New Orleans Rd	HMA -175lbs/sq yd type C	\$ -
Beach City Road	0.65	William Hilton Pkwy - N. side Traffic Circle	HMA - 200lbs/sq yd type B	\$ -
Leg O Mutton Road	0.70	Gardner Drive - Marshland Rd	Thin lift 125 lbs/ sq yd Type E	\$ -
New Orleans Road	0.75	William Hilton Pkwy - 400' N. of Pope Ave	HMA 175 lbs/ sq yd Type C	\$ -
Pembroke Drive	0.88	William Hilton Pkwy - Indigo Traffic Circle	Thin Lift 125 lbs Type E	\$ -
Starfish Drive	0.06	Folly Field Rd - Sand Dollar Rd	Reclamation	\$ -
Wexford Drive	0.07	William Hilton Pkwy - Traffic Circle	Thin Lift 125 lbs Type E	\$ -
TOTAL	1.76			\$ -
			Total HMA (tons)	_____ Tons
			Leveling Allowance - 10% of Total	_____ Tons
			Total Area of resurfacing (SY)	_____ SY
			6" FDP Allowance 5% of Total	_____ SY

PROJECT #2 - RESURFACING - Bluffton Area

ROAD NAME	Approx Length (miles)	TERMINI DESCRIPTION	TREATMENT TYPE	TOTAL COST
Bluffton Parkway	1.32	Okatie Hwy to Hampton Pkwy	HMA - 200lbs/sq yd Type B	\$ -
Bluffton Parkway	1.14	Hampton Pkwy to Buckwalter Pkwy	Thin lift 125 lbs/sq yd Type E	\$ -
Bluffton Parkway	1.52	Buckwalter Pkwy to Buck Island Rd	HMA -200lb/sq yd Type B	\$ -
Bluffton Parkway	0.66	Buck Island Rd to Simmonsville Rd	Reclamite or approved equal	\$ -
Buckwalter Parkway	2.66	Fording Island Rd to Bluffton Pkwy S.	Thin lift 125 lbs/sq yd Type E	\$ -
Red Cedar	0.43	Bluffton Pkwy Northward for 2000 feet	Reclamite or approved equal	\$ -
Malphrus Road	1.07	Fording Island Rd - Pine Forest Rd	HMA 200 lbs/sq yd type B	\$ -
TOTAL	8.8			\$ -
			Total HMA (tons)	_____ Tons
			Leveling Allowance - 10% of Total	_____ Tons
			Total Area of resurfacing (SY)	_____ SY
			6" FDP Allowance 5% of Total	_____ SY

PROJECT #3 - Design Build - Intersection Improvements at Bluffton Parkway & Buckingham Plantation Drive (Bluffton)

ROAD NAME	Approx Length (miles)	INTERSECTION	TREATMENT TYPE	TOTAL COST
Bluffton Parkway	NA	Bluffton Pkwy & Buckingham Plantation	Determined by Design	\$ -

**IFB #020818E - 2018 Beaufort County Resurfacing Project
Exhibit A - Roadway Summary - Bid Schedule**

CONTRACTOR _____

PROJECT #4 - Design Build Improvements for H. E. McCracken Circle (Bluffton)

ROAD NAME	Approx Length (miles)	TERMINI DESCRIPTION	TREATMENT TYPE	TOTAL COST
H. E. McCracken Circle	1.00	Buckwalter to Buckwalter	HMA -175lbs/sq yd type C	\$ -
			Total HMA (tons)	_____ Tons
			Leveling Allowance - 10% of Total	_____ Tons
			Total Area of resurfacing (SY)	_____ SY
			6" FDP Allowance 5% of Total	_____ SY

Unit Prices - Leveling and 6" Full Depth Patching

Leveling - SCDOT mix type C / Ton	\$ -	Per Ton
6" Full Depth Patching - SCDOT mix type C / ton	\$ -	Per SY

Project #1, #2, #3 and #4 can be awarded together (any combination) or individually, based on bid results. Although prices are being requested for individual roads within Project #1 and #2, these roads will not be awarded individually.

All highlighted areas must be filled in

B.2 If a corporation: _____

State of Incorporation: _____

If not incorporated in South Carolina,
State Corporation Commission Registration Number: _____

Date of Incorporation: _____

Federal I.D. Number: _____

	<u>Name</u>	<u>Address</u>	<u>Phone No.</u>	<u>Years in Position</u>
Officers: President	_____	_____	_____	_____
Vice President (s)	_____	_____	_____	_____
Secretary	_____	_____	_____	_____
Treasurer	_____	_____	_____	_____

Are you a Subchapter S Corporation: Yes _____ No _____

	<u>Name</u>	<u>Address</u>	<u>Phone No.</u>
Subchapter S Shareholders:	_____	_____	_____
	_____	_____	_____
	_____	_____	_____

B.3 If a partnership:

Date of Organization: _____

Type of partnership: _____

List of General Partners:

<u>Name</u>	<u>Address & Phone No.</u>	<u>Years as GP</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

B.4 If individually owned:

Name, address, and phone number of sole-proprietor: _____

Years in business: _____

B.5 Have you ever operated under another name? Yes ___ No _____

If yes,

All other business names and addresses of principal placed of business for each business.

Number of years in business under each name:

Contractor's license number in each state in which a business was operated.

C. BONDING

C.1 Bonding Agent: _____

Name: _____

Address: _____

Telephone Number (including area code): _____

Contact Person: _____

C.2 Bonding Company: _____

Name: _____

Address: _____

Telephone Number (including area code): _____

Contact Person: _____

Best's Key Rating of bonding company: _____

C.3 Number of years this bonding company has acted as surety for you: _____

C.4 Bonding Capacity: Maximum single job size: _____

Total bonding limit: _____

C.5 Do you intend to use any alternative form of security? _____

If so, indicate the form of security you intend to use and the name, address, point of contact, and telephone number of the banks, savings and loan, or surety you intend to use. (NOTE: Prequalification will not assure acceptance of any form of security.)

Form of Security Bank or Savings & Loan Contact Address & Phone #

C.6 Have any Performance or Payment Bond claims ever been paid by any surety on behalf of your organization?

Yes _____ No _____

If yes, state the name of the project(s); the date; the name, address, telephone number, and contact person for the claimant; the surety satisfying the claim; the size of the claim; and the circumstances giving rise to the claim. (Provide attachments if necessary.)

C.7 Have you ever arbitrated or litigated a claim with an Owner, Architect, or Engineer in the last five years?

Yes _____ No _____

If yes, state the name of the project(s); the date; the name, address, telephone number, and contact person for the claimant; the surety satisfying the claim; the size of the claim; and the circumstances giving rise to the claim. (Provide attachments if necessary.)

C.8 If you answer yes to the following, provide the name, address, telephone number, contact person, and circumstances relating to the question on a separate attachment.

Have you or any officer, partner, or owner of your organization, in any state or territory of the United States, or with respect to any agency of the Federal government:

- a. in the last five years, received any fines or citations for building code violations which were unrelated to design? Yes_____ No_____
- b. ever been found to be guilty of charges relating to conflicts of interest: Yes_____ No_____
- c. ever been convicted on charges related to any criminal activity relating to construction means, methods, or techniques; bidding or bid rigging; or bribery? Yes_____ No_____
- d. in the last five years, been found guilty of any minority contracting law violations? Yes_____ No_____
- e. in the last five years, pleaded no contest in any criminal proceeding related to contracting? Yes_____ No_____
- f. ever been disbarred from doing Federal, state, or local government work for any reason? Yes_____ No_____
- g. ever been terminated on a contract due to your default? Yes_____ No_____
- h. in the last five years, paid liquidated damages for being late on a project? Yes_____ No_____
- i. in the last five years, been subject to tax collection proceedings? Yes_____ No_____
- j. in the last seven years, filed for bankruptcy? Yes_____ No_____

If the answer to j. was yes, under what chapter of bankruptcy did you file?

If you filed under Chapter 11 Reorganization, how long did you operate under this status? _____

Are you operating under Chapter 11 status now? Yes_____ No_____

D. SAFETY

D.1 Have you, in the last three years, been cited for willful violations for failure to abate, or for repeated violations, by the United States Occupational Safety and Health Administration or by the South Carolina Occupational Safety and Health Administration or by any other governmental body?

Yes___ No___

If yes, state date, name, address, telephone number, and contact person for agency issuing citation and the nature of the violation. Also, advise the amount of fines paid, if any. (Provide attachments if necessary.)

D.2 List your workman's compensation experience modifier for the last three years.

20___ 20___ 20___

E. References

E.1 Provide at least two references from each industry group listed. Provide other references as requested. Provide current names, addresses, telephone numbers, and contacts.

Architects/Engineers: _____

Major Subcontractors: _____

Financial Institutions: _____

IFB #020818E

Certification regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion:

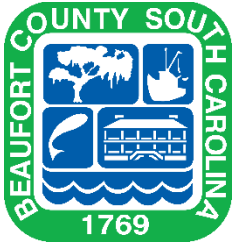
Company Name: _____

The contractor certifies, by submission of this qualification statement or acceptance of a contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State, Federal department, or agency. It further agrees by submitting this qualification statement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/bid. State whether or not your company has been involved in any litigation within the past five (5) years, arising out of your performance.

Circle Yes or No.

If you answer yes, explain fully if it has been involved in any litigation involving performance.

Signature _____



Program Provisions and Good Faith Outreach Effort Requirements for Small and Minority Business Participation

2018 Beaufort County Road Resurfacing
IFB #020818E

FAILURE TO COMPLETE ALL GOOD FAITH OUTREACH EFFORT REQUIREMENTS MAY RESULT IN BID REJECTION. SPECIFIED DOCUMENTS WITHIN THESE PROGRAM PROVISIONS MUST BE RETURNED WITH THE BID PACKAGE. FALSIFICATION OF ANY REQUESTED DOCUMENTS WILL BE CONSIDERED A BREACH OF PUBLIC TRUST.

Direct questions regarding these provisions in writing via email to compliance@bcgov.net or fax to 843.255.9802.

Important Actions and Notes for Bidders

- **These program provisions affect bid responsiveness.**
- These program provisions are required for all prime bidders, regardless of whether the prime bidder is a small or minority business (SMB).
- If not self-performing one hundred percent (100%) of the project with your company's workforce, bid packages should include the following items to be in compliance with these program provisions:
 1. Good Faith Efforts Checklist form.
 2. Non-Discrimination Statement form (Exhibit 1).
 3. Proof of requesting Beaufort County's listing of local SMBs at least 10 business days in advance of the bid due date, by sending a request to bcvendors@bcgov.net.
 4. Outreach Documentation Log (Exhibit 2) and Proposed Utilization Plan (Exhibit 3). **Note:** Both of these forms will be provided electronically when requesting Beaufort County's current listing of local SMBs per item #3 above.
 5. Proof of sending written notice to SMBs notifying them of any bid opportunities. Notices only need to be sent to those subcontractors and suppliers offering the services which the bidder intends to subcontract and purchase. Notices can be e-mailed or faxed.
 6. Proof of sending written notice to Good Faith Agencies listed herein, at least 10 business days in advance of the bid due date, requesting their assistance notifying their business contacts of bidding opportunities with your company for this project. Notices can be e-mailed or faxed. If emailed, the notice can be sent to all agencies with one email.

Good Faith Agencies Distribution List

Beaufort County Black Chamber of Commerce
Attention: Mr. Larry Holman
Post Office Box 754, Beaufort, SC 29901
Email: president@bcbcc.org
Fax: 843.379.8027

Beaufort Regional Chamber of Commerce
Attention: Mr. Jason Ruhf
Post Office Box 910, Beaufort, SC 29901
Email: Jason@BeaufortSC.org
Fax: 843.986.5405

Hilton Head Island-Bluffton Chamber of Commerce
Attention: Mr. Ray Deal
Post Office Box 5647
Email: RDeal@hiltonheadisland.org
Fax: 843.785.7110

Other Resources*

SC Office of Small and Minority Business
Assistance (OSMBA)
1205 Pendleton Street, Suite 453C
Columbia, SC 29201
Telephone: 803.734.5010
www.osmba.sc.gov

SC Department Of Transportation
Business Development and Special Programs
Post Office Box 191
Columbia, SC 29202
Telephone: 803.737.2314
www.scdot.org

** You do not need to send a notification to these agencies; however, they can assist you in identifying certified minority and disadvantaged businesses.*

Program Overview

Beaufort County recognizes that the South Carolina General Assembly, in South Carolina Code of Laws Section 11-35-5210*, has declared that businesses owned and operated by minority persons have been historically restricted from full participation in our free enterprise system to a degree disproportionate to other businesses; and that it is in the state's best interest to assist minority-owned businesses to develop fully as part of the state's policies and programs which are designed to promote balanced economic and community growth throughout the state. Therefore, Beaufort County wishes to ensure that those businesses owned and operated by minorities are afforded the opportunity to fully participate in its overall procurement process for goods and services. Further, Beaufort County seeks to ensure that small businesses are likewise afforded the same participation opportunity as minority businesses. Consequently, attention of all bidders is called to contract provisions contained herein pertaining to Beaufort County's "Small and Minority Business Participation Program", as described in the Beaufort County Code of Ordinances, Section 2-537.2**.

Pre-Award and Post-Award Requirements

Beaufort County requires all bidders for this project to fulfill specific good faith outreach efforts. The successful bidder (contractor) is required to fulfill any commitments made to the best of their ability in conjunction with pre-award good faith outreach efforts, unless good cause is demonstrated for any failure to fulfill such commitment. Beaufort County shall have the right to inspect the contractor's records related to the activity and expenditures to SMBs utilized on County projects, to include related contracts and purchase orders and payment records, such as cancelled check copies. Further, Beaufort County personnel are permitted access to County project sites with the purpose of confirming workers on the project. Beaufort County may require the contractor to provide monthly reports regarding its utilization and expenditures to small and minority businesses on Beaufort County projects.

Definitions

Minority Business means a concern at least fifty-one percent (51%) owned by a person determined to be socially and economically disadvantaged. *Socially disadvantaged* means those persons who have been subject to racial or ethnic prejudice or cultural bias because of their identification as members of a certain group without regard to their individual qualities. Such groups include, but are not limited to, Black Americans, Hispanic Americans, Native Americans (including American Indians, Eskimos, Aleuts and Native Hawaiians), Asian Pacific Americans, women, and other minorities to be designated by the state or Beaufort County. *Economically disadvantaged* means those socially disadvantaged persons whose ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities as compared to others in the same business area that are not socially disadvantaged.

Small Business means a for-profit concern that is independently owned and operated, not dominant in the field of operation in which it is bidding on government contracts, and qualified as a small business under the criteria and size standards in the Code of Federal Regulations, Title 13, Part 121***, as amended.

* South Carolina Code of Laws, Chapter 35 "South Carolina Consolidated Procurement Code", Article 21 "Assistance to Minority Businesses".

** Beaufort County Code of Ordinances, Article 7 "Finance, Division 4 "Purchasing", Section 2-537.2 "Small and Minority-owned Business Program".

*** Code of Federal Regulations, Title 13 "Business Credit and Assistance", Chapter 1 "Small Business Administration", Part 121 "Small Business Size Standards".

Self-Performance Affidavit

If self-performing the entire project with your own workforce/staff on your payroll, complete and return this form with your bid package. If self-performing all work, you do not need to solicit SMBs.

I hereby certify my company's intent to self-perform 100% of the work required for the referenced project:

Project Name: _____

Project Number: _____

By signing this affidavit, I further certify that my company has the capability to perform and will perform all elements of the work on the project referenced above with my company's employees.

I further agree to provide additional information or documentation requested by Beaufort County in support of the above statement.

If a need to subcontract all or some of my company's work on this project arises, I will notify Beaufort County in writing within three (3) business days via email at compliance@bcgov.net or fax at 843.255.9802.

Name of Company

Owner or Authorized Representative Name

Signature

Title

Date

State of _____ County of _____

Subscribed and sworn to before me this _____ day of _____, 20____

Notary Public _____ My Commission Expires _____

Good Faith Efforts Checklist

This form and supporting documents are due with the bid package, if not self-performing 100% of the work.

- Divide and/or combine scope of work packages into economically feasible units, **if possible**.
- Request a list of potential SMBs from Beaufort County at least 10 business days prior to the bid due date, by emailing a request to bcvendors@bcgov.net.
- Send written notice to Good Faith Agencies and SMBs of your intent to bid the project and express an interest in receiving quotes from SMBs. Notices should be sent at least 10 business days prior to the bid due date and can be e-mailed or faxed. The notice should contain the following:
 - Bidder's name and contact information
 - Project name and number
 - Scope of work/bid packages available for subcontracting
 - Information on availability of plans and specifications
 - Bidder's insurance, bonding, and financial requirements
- Include copies of the written notice to SMBs notifying them of bid opportunities. Notices only need to be sent to those subcontractors and suppliers offering the services which the bidder intends to subcontract and purchase. Notices can be e-mailed or faxed. If emailed, the notice may be sent to all applicable subcontractors with one email. If faxed, include a copy of the fax transmittal confirmation slip. If the notice is mailed, include a copy of the stamped or metered envelope.
- Include copies of the written notice to Good Faith Agencies requesting their assistance notifying their local business contacts of bidding opportunities with your company for this project. The request should be sent at least 10 business days prior to the bid due date and can be e-mailed or faxed. If emailed, the notice may be sent to all agencies with one email. If faxed, include a copy of the fax transmittal confirmation slip. If the notice is mailed, include a copy of the stamped or metered envelope.
- Include Exhibits 1, 2 and 3, with all requested supporting documentation, where applicable. Exhibits 2 and 3 must be requested by sending an email to bcvendors@bcgov.net (see page 2, item #4 of these provisions).

The undersigned acknowledges making a good faith effort to comply with the above areas checked.

Name of Company

Owner or Authorized Representative Name

Signature

Title

Date

Exhibit 1
Non-Discrimination Statement

This form is due with the bid package.

The bidder certifies the following:

- No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin, or gender in connection with any bid submitted to Beaufort County or the performance of any contract resulting thereof;
- That it is and shall be the policy of the bidder to provide equal opportunity to all businesses or persons seeking to contract or otherwise interested in contracting with the bidder for Beaufort County contracts, including those businesses owned and controlled by socio-economic and racial minorities;
- In connection herewith, we acknowledge and warrant that this bidder has been made aware of, understands, and agrees to take affirmative action to provide such companies with the maximum practicable opportunities to do business with this bidder;
- That this promise of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption throughout the life of the referenced contract with Beaufort County;
- That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made a part of and included by reference into any contract or portion thereof which this bidder may hereafter obtain and;
- That the failure of this bidder to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling Beaufort County to declare the contract in default and to exercise any and all applicable right and remedies including, but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract.

Name of Company

Owner or Authorized Representative Name

Signature

Title

Date

SECTION 2

SECTION 2
CONTRACT DOCUMENTS
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EXAMPLE

**BEAUFORT COUNTY CONTRACT
FOR**

THIS AGREEMENT made by and between Beaufort County, South Carolina, hereinafter called "**COUNTY**" or "**OWNER**" and _____ a contractor doing business as an individual, a partnership, or a corporation of the County of **Beaufort**, and State of **South Carolina**, hereinafter called "**CONTRACTOR**".

This **AGREEMENT** is made and executed in four (4) original copies on this _____ day of _____ **2018**, by and between the **County of Beaufort**, and _____ for the term specified herein.

WITNESSETH: that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the County, and Contractor hereby agrees to commence and complete the construction described as follows: **Furnishing of all materials, labor, and equipment for the complete construction of:**

2018 COUNTY ROAD RESURFACING

_____ (\$)

all extra work in connection therewith, under the terms as stated in the General Conditions, Supplemental Conditions, General Provisions, Special Provisions and Technical Specifications of the Contract, and at his/her/its/their own proper cost and expense to furnish all materials, supplies, machinery, equipment, tools superintendence, labor, insurance, bonds, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Unit Price Bid Schedule, the General Conditions, Special Provisions and Detailed Specifications of the Contract, the plans, which include all explanatory matter thereof, as prepared by Beaufort County, here entitled the "Engineers", the specifications and contract documents as enumerated in Article 5.1 of this Agreement, all of which are made a part hereof and collectively constitute the Contract.

The Contractor further proposes and agrees hereby to promptly commence the work with adequate force and equipment within ten (10) calendar days from receipt of Notice to Proceed, or as may be specified by Special Provision, and to complete the work within: **Contractor shall complete all work (including design portion on project #3 and #4) within the following number of calendar days, from notice to proceed. Project #1 – 30 Calendar Days, Project #2 – 90 Calendar Days, Project #3 – 30 Calendar Days and Project #4 - 45 Calendar Days from the Notice to Proceed date or the date work begins, whichever comes first.**

Article 1. **CONTRACT TIME AND DAMAGES**

1.1 Contract Time. The Work required under the Contract Documents shall be completed and ready for final payment in accordance with Article 14.13 of the General Conditions within: **Contractor shall complete all work (including design portion on project #3 and #4) within the following number of calendar days, from notice to proceed. Project #1 – 30 Calendar Days, Project #2 – 90 Calendar Days, Project #3 – 30 Calendar Days and Project #4 - 45 Calendar Days** from the date when the Contract Time commenced to run as provided in Article 8 of the General Conditions.

1.2 Damages. If the **CONTRACTOR** fails to have the work completed and ready for final payment on or before the Contract time specified in Article 1.1 above. **OWNER** shall receive from **CONTRACTOR** liquidated damages in the amount of **\$2,000 per day**.

The above sum is agreed upon to include intangible losses suffered by **OWNER** for matters such as public health and welfare, and the like. It is mutually agreed between the parties that this sum of money shall not preclude the **OWNER** from instituting an action for actual damages above and beyond the sum set forth above.

If monies due or to become due to the **CONTRACTOR** exceed the sum as set forth above, said sum shall be deducted from monies due, or to become due to the **CONTRACTOR**. In case the sum as set forth above shall exceed the amount of all monies due or to become due, then **CONTRACTOR** or his surety shall pay the balance to the **OWNER**.

Article 2. **CONTRACT PRICE**

2.1 **OWNER** shall pay **CONTRACTOR** for performance of the Work as Bid with any alternates authorized herein in accordance with the Contract Documents in current funds at the prices set forth in Section 1.8 Unit Price Bid Schedule which is attached hereto made a part hereof; and in accordance with any amendments made to the Contract Documents subsequent to execution of this Agreement in accordance with Article 3.4 of the General Conditions.

2.2 The Contract Price as shown in the Schedule of Items, Section 1.8 Unit Price Bid Schedule is _____ (\$)

Article 3. **PAYMENT PROCEDURES**

CONTRACTOR shall submit applications for Payment in accordance with Article 9 of the General Conditions. Applications for Payment will be processed by **ENGINEER** as provided in the General Conditions.

3.1 Progress Payments. **OWNER** shall make progress payments in accordance with **OWNER's** established payment procedures on the basis of **CONTRACTOR'S** Applications for Payment as recommended by **ENGINEER** during construction on the basis of the progress of the work. Progress payments may be made less retainage in an amount equal to:

Less the aggregate of payments previously made and less such amounts as **ENGINEER** shall determine or **OWNER** may withhold, in accordance with Article 9.6 of the General Conditions.

3.2 Final Payment. Upon final completion and acceptance of the Work in accordance with Article 9.9 of the General Conditions, **OWNER** shall pay the remainder of the Contract Price as recommended by **ENGINEER** as provided in said Article 9.9.

Article 4. **CONTRACTOR'S REPRESENTATIONS**

In order to induce **OWNER** to enter into this Agreement **CONTRACTOR** makes the following representations:

4.1 **CONTRACTOR** has familiarized himself with the nature and extent of the Contract Documents, Work, local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

4.2 **CONTRACTOR** has studied carefully all reports of exploration and test of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided in Article 3 of the General Conditions, and accepts the determination set forth in Section 4 of the Supplementary Conditions of the extent of the technical data contained in such reports and drawings upon which **CONTRACTOR** is entitled to reply.

4.3 **CONTRACTOR** has obtained and carefully studied (**or assumes responsibility for obtaining and carefully studying**) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Article 4.2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as **CONTRACTOR** considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract time and in accordance with the other terms and conditions for the Contract Documents, including specifically the provisions of Article 3.2 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by **CONTRACTOR** for such purposes.

4.4 **CONTRACTOR** has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect to said Underground Facilities are or will be required by **CONTRACTOR** in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with other terms and conditions of the Contract Documents, including specifically the provisions of Article 3.2 of the General Conditions.

4.5 **CONTRACTOR** has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

4.6 **CONTRACTOR** has given **ENGINEER** written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by **ENGINEER** is acceptable to **CONTRACTOR**.

Article 5. **CONTRACT DOCUMENTS**

5.1 The Contract Documents which comprise the entire Agreement between **OWNER** and **CONTRACTOR** concerning the Work consists of the following:

Addenda Numbers __ to __ inclusive
Advertisement for **IFB# 020818E**
Bid Submittal for **IFB # 020818E** by: _____
Submittal for IFB # 020818E Dated: _____

Contract Documents

- Sec 2.1 - Contract
- Sec 2.2 - Construction Performance Bond
- Sec 2.3 - Labor & Material Payment Bond
- Sec 2.4 - Non Collusion Affidavit of Sub-Contractor
- Sec 2.5 - Final Affidavit
- Section 3 - General Conditions
- Section 4 - Supplemental Conditions
- Section 5 - General Provisions
 - General Requirements, Part II - Schedule of Insurance Requirements
- Section 6 - Special Provisions
- Section 7 - Technical Specifications
- 2007 Edition of SCDOT Standard Specifications for Highway Construction
- SCDOT Standard Specifications for Road Construction

5.2 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to Articles 7 and 8 of the General Conditions.

5.3 The documents listed in Article 5.1 above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 5. The Contract Documents may only be amended, modified or supplemented as provided in Articles 7 and 8 of the General Conditions.

Article 6. **MISCELLANEOUS**

6.1 Terms used in this Agreement, which are defined in Article 1 of General Conditions will have the meanings indicated in the General Conditions.

6.2 No assignment by a party hereto of any right under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

6.3 **OWNER** and **CONTRACTOR** each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

The County agrees to pay the **CONTRACTOR** in current funds for the performance of the Contract subject to additions and deductions as provided in the General Conditions of the Contract, and to make payments on account thereof as provided in Section 109 of the *State of South Carolina Highway Division, Standard Specifications for Highway Construction, 2007 Edition*, as modified in the General Conditions and Special Provisions.

6.4 Beaufort County intends to acquire all necessary right-of-way or access easement for the parcels identified herein as part of this road improvements project. If Beaufort County is unable or unwilling to acquire all necessary right-of-way or access easement on any particular roadway, the County in its sole discretion may remove any roadway project or a portion thereof from this contract. If the County exercises its right under this provision to remove any roadway or a portion thereof from this contract, it shall be entitled to reduce the contract price in an amount equivalent to the portion, scope, size of the project so removed from this contract.

IN WITNESS WHEREOF, The parties to these presents have executed this Contract in four (4) counterparts, each of which shall be deemed an original.

Executed This _____ Day of _____.

BEAUFORT COUNTY
BEAUFORT, SOUTH CAROLINA

By _____
Joshua A. Gruber
Interim County Administrator

CONTRACTOR

By _____
Signature

Name & Title, Typed or Printed

Name of Company, Corp., etc.

Mailing Address

City, State and Zip Code

Area Code/Telephone Number

OWNER'S WITNESSES:

CONTRACTOR'S WITNESSES:

NOTICE OF AWARD

Dated: _____ Bid No.: **020818E**

To: _____

Name: _____

Address: _____

Owner: _____

Title of Work: 2018 County Road Resurfacing

Location: Beaufort County

You are hereby notified that your Bid for the above work has been accepted, and you are awarded a contract, per enclosed copy of Resolution of Award of Contract.

Five copies of the proposed Contract Documents accompany this Notice of Award.

You must comply with the following conditions, precedent within fifteen days of the date of this Notice of Award.

1. You must deliver to the **OWNER** four (4) fully executed counterparts of the Agreement, including the Contract Documents. The cover of the bound Contract Documents and the title sheet of the drawings must bear your authorized signature.
2. You must deliver with the executed Agreement, Construction Performance and Payment Bonds, as specified in the General Conditions (Article 11.5).

NOTICE OF AWARD

Failure to comply with these conditions within the time specified will entitle **OWNER** to consider your bid abandoned, to annul this Notice of Award, and to declare your Bid Security forfeited.

Within ten days after you comply with the conditions mentioned above, **OWNER** will return to you one (1) fully signed counterpart of the Agreement with the Contract Documents attached.

You are advised that you will be required, following Notice to Proceed, to deliver certificates of insurance prior to starting any work at the site.

OWNER: Beaufort County

BY: _____
(Authorized Signature)

Title: Division Director for Construction
Engineering & Facilities

cc: CIP Director

100% PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: THAT _____ as Principal (hereinafter called Contractor), and _____, a corporation organized and existing under the laws of the State of _____, as Surety (hereinafter called Surety), are held and firmly bound unto Beaufort County, South Carolina, as oblige, hereinafter called County, in the amount of _____ dollars (\$_____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____, 20____, entered into a contract with County for:

in accordance with drawings and specifications prepared by Beaufort County, which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void, otherwise it will remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the County.

Whenever Contractor shall be, and declared by County to be in default under the contract, the County having performed County's obligation therefore, the Surety may promptly remedy the default, or shall promptly

1. Complete the contract in accordance with its terms and conditions; or,
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest bidder, or if the County elects, upon determination by the County and Surety jointly of the lowest responsible bidder, arrange for a Contract between such Bidder and the County, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contract of Completion arranged under this Article) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first Article hereof. The term "Balance of the Contract Price", as used in this Article shall mean the total amount payable by County to contractor under the Contract and any amendments hereto, less the amount properly paid by County to Contractor.

IFB #020818E

No action can be instituted on this bond after one year from the completion of the Contract and the acceptance by the County of the work therefore.

Signed and sealed this _____ day of _____, 20____ in the presence of:

Principal

By: _____ (Seal)

Witness

Surety

By: _____ (Seal)

Witness

EXAMPLE

100% LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____ as Principal, hereinafter called Principal, and _____, of _____ a corporation organized and existing under the laws of the State of _____, as Surety, hereinafter called Surety, are held and firmly bound unto Beaufort County, South Carolina as oblige herein below defined, in the amount of _____ dollars (\$_____) for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrator, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated _____, 20____, entered into a Contract with County for:

in accordance with drawings and specifications prepared by Beaufort County, which contract is by reference made a part hereof, and is hereafter referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall promptly make payment to all claimants as is herein below defined for all labor and materials used or reasonable required for use in the performance of the Contract, this obligation shall be void; otherwise, it shall remain in full force and effect subject, however to the following conditions:

1. A claimant is defined as one having a direct contact with the principal or with a subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heating oil, gasoline, telephone service, rental of equipment, or repair of equipment directly applicable to the Contract.
2. The above-named Principal and Surety hereby jointly and severally agree with the County that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The County shall not be liable for the payment of any costs or expenses of any such suit.

LABOR AND MATERIAL PAYMENT BOND

3. No suit or action shall be commenced hereunder by any claimant.

A. Unless claimant, other than one having a direct Contract with the Principal, shall have given written notice to any two of the following: the Principal, the County, or the Surety above-named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work for labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, County, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

B. After one year from the completion of the Contract and the acceptance by County of the work therefore, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

C. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated and not elsewhere.

IFB #020818E

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder inclusive of the payment by Surety or mechanics' liens, which may be filed of record against improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this _____ day of _____, 20_____.

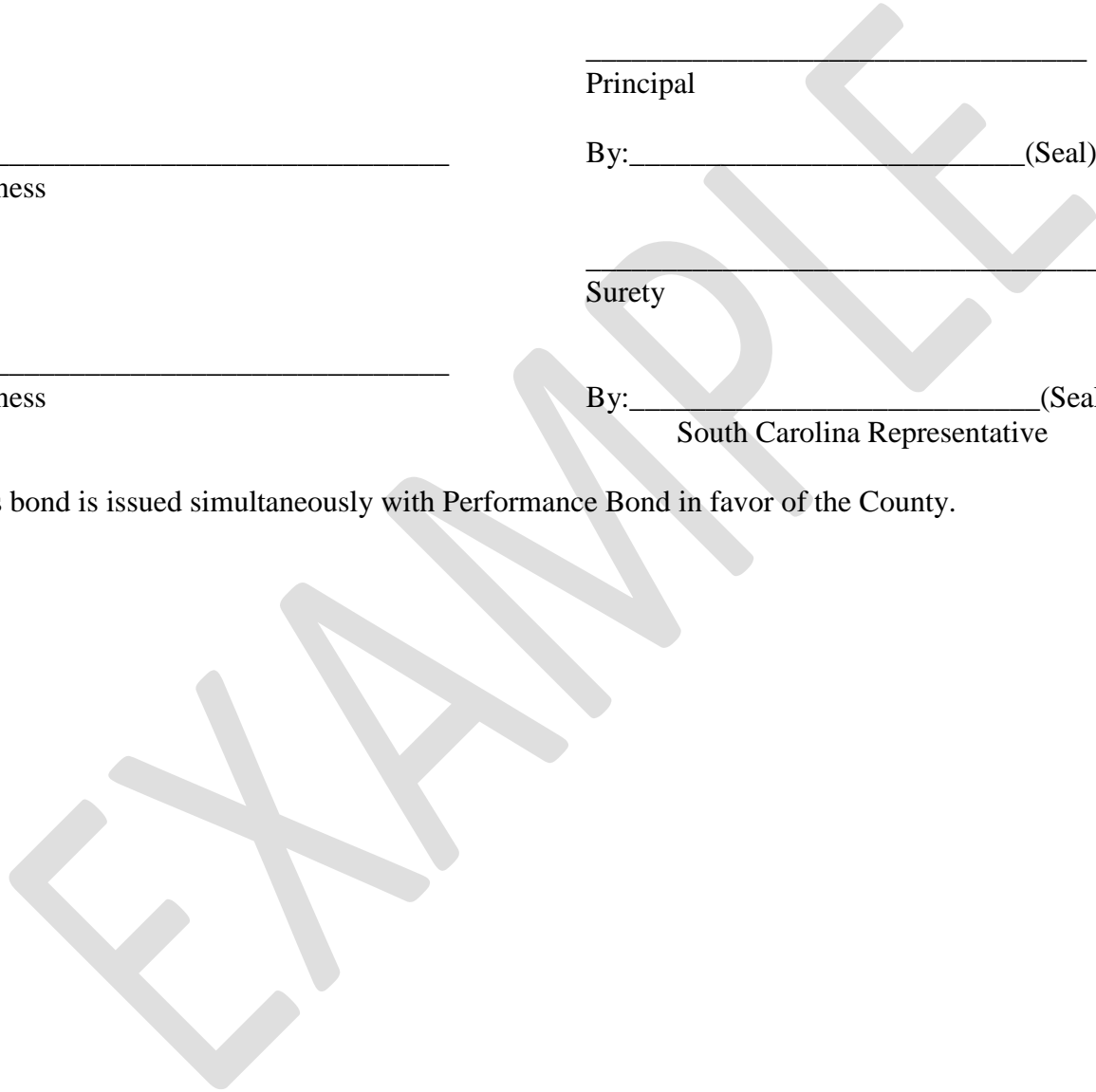
Witness

Principal
By: _____(Seal)

Witness

Surety
By: _____(Seal)
South Carolina Representative

This bond is issued simultaneously with Performance Bond in favor of the County.



NONCOLLUSION AFFIDAVIT OF SUBCONTRACTOR

State of _____)
County of _____) ss.

_____, being first duly sworn, deposes, and says that:

(1) He is _____ (Owner, Partner, Officer, Representative, or Agent) of _____, hereinafter referred to as the "Subcontractor";

(2) He is fully informed respecting the preparation and contents of the Subcontractor's Proposal submitted by the Subcontractor to _____, the Contractor for certain work in connection with the _____ Contract pertaining to the Project in Beaufort County, South Carolina;

(3) Such Subcontractor's Proposal is genuine and is not a collusive or sham Proposal;

(4) Neither the Subcontractor nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other Bidder, firm, or person to fix the price or prices in said Subcontractor's Proposal, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against Beaufort County or any person interested in the proposed Contract, and,

(5) The price or prices quoted in the Subcontractor's Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signed _____

Title

Subscribed and Sworn to before me this _____ day of _____, 20_____.

(SEAL)

Title

My Commission Expires _____
Date

FINAL AFFIDAVIT

TO BEAUFORT COUNTY, SOUTH CAROLINA

I, _____, hereby certify that all suppliers of materials, equipment and service, subcontractors, mechanics, and laborers employed by _____ or any of his subcontractors in connection with the construction of _____ at Beaufort County have been paid and satisfied in full as of _____, 20____, and that there are no outstanding obligations or claims of any kind for the payment of which Beaufort County on the above named project might be liable, or subject to, in any lawful proceeding at law or in equity.

Signature

Title

Personally appeared before me this _____ day of _____, 20____.
_____, who under oath deposes and says that he is _____ of the firm of _____ that he has read the above statement and that to the best of his knowledge and belief same is an exact true statement.

Notary Public

My Commission Expires

SECTION 3

SECTION THREE

**STANDARD GENERAL CONDITIONS OF THE
BEAUFORT COUNTY, SOUTH CAROLINA CONSTRUCTION CONTRACT**

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ARTICLE 1

GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

APPLICABLE CODE REQUIREMENTS - The term “Applicable Code Requirements” means all laws, statutes, the most recent building codes, ordinances, rules, regulations, and lawful orders of all public authorities having jurisdiction of the County, Contractor, and Subcontractor, the Project site, the Work, or the prosecution of the Work.

APPLICATION FOR PAYMENT - The term “Application for Payment” means the submittal from the Contractor wherein payment for certain portions of the Work is requested in accordance with Article 9.

BIDDER – The term “bidder” means one who submits a Bid directly to Owner, as distinct from a sub-bidder, who submits a bid to a Bidder.

BENEFICIAL OCCUPANCY - The term “Beneficial Occupancy” means the County’s right to make use of or otherwise occupy any part of the Work in accordance with Article 9.

CERTIFICATE FOR PAYMENT - The term “Certificate for Payment” means the approval of Contractor Application for Payment in accordance with Article 9.5.

CHANGE ORDER - The term “Change Order” means a Contract Document authorizing one or more of the following: a change in the Work, and adjustment in the Contract Sum, an adjustment in the Contract Time in accordance with Article 9.

CLAIM – See paragraph 4.3, Claims, of the General Conditions.

CONTRACT - The terms “Contract” means the written agreement between the Contractor and the County set forth in the Contract Documents.

CONTRACT DOCUMENTS - The “Contract Documents” consist of all documents listed in Article 5 of the Agreement.

CONTRACT MODIFICATION - The term “Contract Modification” means an executed Change Order.

CONTRACT PRICE - The term “Contract Price” means the amount of compensation payable by the County for completion of the Work in accordance with the Contract Documents.

CONTRACT SCHEDULE - The term “Contract Schedule” means the graphical representation of a practical plan to complete the Work within the Contract Time in accordance with Article 3.

CONTRACT TIME - The term “Contract Time” means the number of days set forth in the Agreement within which full completion of the Work must be achieved.

CONTRACTOR - The term “Contractor” means the person or firm identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number.

COUNTY – The term “County” means Beaufort County, South Carolina.

COUNTY’S REPRESENTATIVE – The term “County’s Representative” means the person or firm identified as such in the Agreement.

DAY - The term “day” as used in the Bidding Requirements and the Contract Documents shall mean calendar day, unless otherwise specifically stated.

DEFECTIVE WORK - The term “defective Work” means work that is unsatisfactory, faulty, omitted, incomplete, deficient, or does not conform to the requirements of the Contract Documents, directives of the County’s Representative, or the requirements of any inspection, reference standard, test, or approval specified in the Contract Documents.

DRAWINGS - The term “Drawings” means the graphic and pictorial portions of the Contract Documents showing the design, location, and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams. The Drawings are listed in the List of Drawings.

EXCUSABLE DELAY – The term “Excusable Delay” means a delay that entitles the Contractor to an adjustment of the Contract Time but not an adjustment to the Contract Price, pursuant to Articles 7 and 8 of the General Conditions.

EXTRA WORK – The term “Extra Work” means Work beyond or in addition to the Work required by the original Contract Documents, pursuant to Article 7 of the General Conditions.

FIELD ORDER – The term “Field Order” means a written order by the County which requires minor changes in the Work but does not involve a change in the Contract Price or Contract Times.

FINAL COMPLETION - The term “Final Completion” means the point at which the Work has been fully completed in accordance with the Contract Documents as determined by the County Engineer.

GENERAL CONDITIONS - The term “General Conditions” refers to the General Conditions of the Construction Contract, as included in the Contract Documents.

GENERAL REQUIREMENTS – The term “General Requirements” means the General Requirements of the Specifications which is the part of the Contract Document which amends or supplements the General Conditions with regard to Specifications.

PROJECT - The term “Project” means the total construction of which the Work performed under the Contract Documents may be the whole or part and which may include construction by separate contractors and/or the County. The Project may be identified by name, location, and/or project number in the Contract Documents.

SEPARATE CONTRACTOR - The TERM “Separate Contractor” means a person or firm under separate contract with the County performing other work at the project site which affects the Work performed under the Contract Documents.

SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES - See Paragraph 3.11 , Shop Drawings, Product data, and Samples, of the General Conditions

SPECIFICATIONS - The term “Specifications” means that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the work, and performance of related services.

SUBCONTRACTOR - The term “Subcontractor” means a person or firm that has a contract with the Contractor or with a Subcontractor to perform a portion of the Work. Unless other wise specifically provided, the term Subcontractor includes subcontractors of all tiers.

SUBSTANTIAL COMPLETION - See Paragraph 9.8 , Substantial Completion, of the General Conditions

SUCCESSFUL BIDDER – The term “Successful Bidder” means the lowest, qualified, responsible and responsive Bidder to whom Owner makes an award.

SUPERINTENDENT - The term “Superintendent” means the person designated by Contractor to represent Contractor at the Project site in accordance with Article 3.

TIER - The term "tier" means the contractual level of a Subcontractor or supplier with respect to the Contractor. For example, a first-tier Subcontractor is under subcontract with the Contractor, or a second-tier Subcontractor is under subcontract with the first-tier Subcontractor, and so on.

UNEXCUSABLE DELAY - The term "Unexcusable Delay" means a delay that does not entitle the Contractor to an adjustment of the Contract Sum and does not entitle the Contractor to an adjustment of the Contract Time.

WORK - The term "Work" means the construction and services required by the Contract Documents as modified by Change Order, whether completed or partially completed, and includes all labor, materials, equipment, tools, and services provided or to be provided by Contractor to fulfill Contractor's obligations. The Work may constitute the whole or a part of the project.

WORK CHANGE DIRECTIVE – See paragraph 7.4, Work Change Directive, of the General Conditions.

1.2 Contract Document Interpretation

A. The Contract Documents are complementary and what is called for by one shall be as binding as if called for by all. except as may be otherwise stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the Contract Documents and the provisions of any standard, specification, manual, code or instruction incorporated by reference into the Contract Documents, or the provisions of any Laws or Regulations applicable to the performance of the Work unless such an interpretation would result in violation of such Law or regulation. If there is any conflict between the provisions of the Contract Documents and any referenced provisions, the language of the Contract Documents will take precedence over that of any standard specification, manual or code.

B. The following order of precedence shall govern the resolution of any disputes or ambiguities arising from this contract and the mutual intent of the parties (in order of priority). The Beaufort County Procurement Code will prevail over the Special Supplementary Conditions of this contract. Special and Supplementary Conditions of this contract will prevail over the standard form of agreement; the modified standard form of agreement shall prevail over the specifications, and the specifications shall prevail over the drawings and general conditions.

C. The Contract Documents are intended to include and require all items which are necessary for the proper execution and completion of the Work.

D. Interpretations of the Drawings and Specifications and their intent, which are necessary to the proper execution, and completion of the Work will be made by the County's Representative or Architect/Engineer. Words which have well known technical or trade meanings are to be interpreted in accordance with such recognized meanings. Contractor shall refer issues concerning interpretation and compliance with the contract documents and plans and specifications to the County's Representative in writing, or the architect/engineer in writing. The County's Representative, or Architect/Engineer will review such requests with reasonable promptness and within any time limits agreed upon. The County may consider the interpretation and decision of the Architect/Engineer and issue a decision after consultation with the Architect/Engineer. Failure by the claimant to give written notice as set forth above within thirty days shall result in Architect/Engineer's decision being final and binding upon the County and Contractor. The County's decision shall be final.

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

F. In the event of an inconsistency between Drawings and Specifications or within either document, the better quality or greater quantity of work shall be provided, at no additional cost to the Owner.

ARTICLE 2

COUNTY

2.1 Provided by the County

The County shall furnish survey's describing the physical characteristics and legal limitations required to perform the Work. The Contractor shall be responsible for laying out the Work, shall protect and preserve the

established reference points and property monuments, and shall make no changes or relocations without the prior written approval of the County. Contractor shall report to the County's representative or Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or monuments by professionally qualified personnel. As for utility locations for the contract site, the Contractor is encouraged to contact independent utility locators, such as Palmetto Utility Locations (1-800-922-0983), to verify and locate utilities. The Contractor shall bear all costs and all risks for proper location and/or damage or destruction to utilities in place.

2.1 Right to Stop the Work

The County may at any time and without cause suspend the Work or any portion thereof by notice in writing to the Contractor which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be allowed an extension of the Contract Times.

2.2 Right to Carry Out the Work

If the Contractor fails to carry out the Work in accordance with the Contract Documents, fails to provide sufficient labor, materials, equipment, tools, and services to maintain the Contract Schedule, or otherwise fails to comply with any material term of the Contract Documents, and fails within 2 working days after receipt of notice from the County to promptly commence and thereafter diligently continue to completion the correction of such failure, the County may, without prejudice to other remedies the County may have, correct such failure at Contractor's expense. In such case, the County will be entitled to deduct from payments then or thereafter due Contractor the cost of correcting such failure, including compensation for the additional services and expenses of the County's Representative, Engineer, and County's consultants made necessary thereby. If payments then or thereafter due Contractor are not sufficient to cover such amounts, Contractor shall pay the additional amount to the County.

ARTICLE 3

CONTRACTOR

3.1 Review of Contract Documents and Field Conditions by Contractor

A. The Contractor shall carefully study and compare each of the Contract Documents with the others and with the information furnished by the County, and shall promptly report in writing to the County's Representative any errors, inconsistencies, or omissions in the Contract Documents. Contractor shall take field measurements, verify field conditions, and carefully compare with the Contract Documents such field measurements, conditions, and other information known to the Contractor before commencing Work. If the Contractor performs any construction activity which Contractor knows or should know involves an error, inconsistency, or omission without notifying and obtaining the written consent of the County's Representative, the Contractor shall be responsible for the resultant losses, including without limitation, the costs of correcting the Work.

B. Contractor shall be responsible for all direct costs to County resulting from Contractor's errors and omissions in his interpretation of construction documents and the performance or work under the Contract Document, or those of his subcontractors and suppliers, and shall be responsible for all additional Architect/Engineer fees and other costs related to correcting such errors and omissions. Such additional costs shall include Architect/Engineer Punch List, inspection(s) or the Building Codes Enforcement inspections, as such reinspections are made necessary where no Certificate of Substantial Completion and/or Occupancy Permit could be issued because of Contractor's unsatisfactory performance or preparation on the date the original inspection was scheduled and performed.

C. County shall furnish to Contractor one (1) copy of the Contract Documents. Additional copies will be furnished, upon request, at the cost of reproduction.

3.2 Subsurface and Physical Conditions

A. Reports and Drawings: The Supplementary Conditions identify:

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Contract Documents; and
2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that Engineer has used in preparing the Contract Documents.

B. Limited Reliance by Contractor on Technical Data Authorized: Contractor may rely upon the general accuracy of

the “technical data” contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such “technical data” is identified in the Supplementary Conditions. Except for such reliance on such “technical data,” Contractor may not rely upon or make any Claim against County , County’s Architect/Engineer, or any of Architect’s/Engineer’s Consultants with respect to:

1. the completeness of such reports and drawings for Contractor’s purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
3. any Contractor interpretation of or conclusion drawn from any technical data or any such other data, interpretations, opinions, or information.

3.3 Supervision and Construction Procedures

Contractor shall supervise, coordinate, and direct the Work using Contractor’s best skill and attention. Contractor shall be solely responsible for and have control over construction means, Methods, techniques, sequences, procedures, and the coordination of all portions of the Work. Contractor shall be responsible to the County for acts and omissions of Contractor’s agents, employees, and Subcontractors, and their respective agents and employees. Contractor shall not be relieved of Contractor’s obligations to perform the Work in accordance with the Contract Documents either by acts or omissions of the County or County’s Representative in the administration of the Contract , or by tests, inspections, or approvals required or performed by persons or firms other than the Contractor. Contractor shall be responsible for inspection of all portions of the Work, including those portions already performed under this Contract , to determine that such portions conform to the requirements of the Contract Documents and are ready to receive subsequent Work. Contractor shall at all times maintain good discipline and order among it’s employees and Subcontractors. Contractor shall provide competent, fully qualified personnel to perform the Work.

3.4 Labor and Materials

The Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipments and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work in accordance with the Contract Documents. Only manufactured and farm products of the United States, preferably in the State of South Carolina shall be used as materials in the prosecution of the Work under this contract. Contractor shall warrant that all equipment and materials provided under this Contract are new, merchantable, and fit for the purpose intended.

3.5 Contractor Warrantee

Contractor warrants to the County that all materials furnished under this Contract will be of good quality, new, and free of liens, claims, and defects, and that the Work will conform professional standards of care and practice in effect at the time the Work is performed, be of the highest quality, and free from all faults, defects or errors and in compliance with the requirements of the Contract Documents. If the Contractor is notified in writing of a fault, deficiency or error in the Work provided within (1) one year of final payment for the Work, the Contractor shall, at the County’s option, either re-perform such portions of the Work to correct such fault, defect or error, at no additional cost to the County , or refund to the County, the charge paid by the County , which is attributable to such portions of the faulty, defective or erroneous Work, including costs for reperformance of the Work provided by other Contractors.

3.6 Taxes

The Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by the contractor. The County, as a public body, is not exempt from South Carolina State Sales and Use Taxes on materials and equipment incorporated in the Work, and said taxes shall be included in the Unit Price. Contractor is responsible for obtaining and executing the forms necessary for claiming the exemption.

3.7 Permits and Fees

Unless otherwise provided in the Supplemental Conditions, the Contractor shall obtain and pay for all permits, licenses, and certificates required for the proper execution and completion of Work under this Contract. When electrical, water, and/or gas service is included in the specifications, everything necessary to make the system operational, including any and all utility company connection/equipment charges, shall be included in the bid. This shall apply even when permit fees are waived. Contractor shall, at its own expense, meter and pay the cost of the water supply, electrical, light and power, heat, and telephone services during construction of the project. Connection to existing facilities for temporary services and their distribution for the construction work shall be installed in a manner and location subject to approval

of the owner. When temporary service lines and meters are no longer required, they shall be removed by the Contractor. Any part of the permanent service lines, grounds, and buildings of the permanent service lines, grounds, and buildings are disturbed or damaged by the installation and/or removal of the temporary service lines, they shall be restored to their original condition by the Contractor in an amount satisfactory and subject to the County's approval.

3.8 Supervision

Contractor shall supervise, inspect, and direct the Work completely and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction, but Contractor shall not be responsible for the negligence of the County or the Engineer in the design or specification of a specific means, method, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents. Contractor shall be responsible to see that the complete Work complies accurately with the Contract Documents.

3.9 Schedules Required of the Contractor

A. Contractor shall start Work no later than ten (10) days after receipt of the Notice to Proceed. Before the commencement of Work, the Contractor shall submit a computerized schedule of the work necessary to complete the project to the County's Representative for review at the time of the pre-construction meeting. Approved computer formats are Microsoft Project, SureTrac/Primavera or approved equal. The Estimated Progress Schedule as submitted by Contractor for review by the County's Representative shall provide an orderly progression of the Work to completion within the Contract Time, and shall indicate starting and completion dates for the various stages of the Work. The dates so indicated on the schedule are hereby made time of the essence.

1. Contractor shall provide a monthly update to the progress schedule to the County's Representative. All costs for furnishing and updating the progress schedule shall be included in the price bid.

B. The preliminary progress schedule and updated progress schedules shall represent a practical plan to complete the Work within the Contract Time. Extension of any schedule beyond the Contract Time shall not be acceptable. Schedules showing the Work completed in less than the Contract Time, may be acceptable if judged by County's Representative to be practical, however acceptance of such a schedule shall not change the Contract Time. The Contract Time, not the schedule time, shall control in the determination of liquidated damages payable by Contractor under Article 8 of the Agreement in the determination of any delay under Article 8 of the General Conditions.

C. If a schedule showing the Work completed in less than the Contract Time is accepted, Contractor shall not be entitled to extensions of the Contract Time for Excusable Delays until such delays extend the completion of the Work beyond the expiration of the Contract Time.

D. Contractor shall provide a separate schedule for the submittal of shop drawings and samples for County approvals. The preliminary schedule of Shop Drawings shall include a list of proposed Shop Drawings with the proposed time of submission for each keyed to the estimated progress schedule described in these General Conditions. The Schedule of Shop Drawings shall be adjusted, if necessary, to reflect any changes in the estimates on the adjusted progress schedule.

E. Contractor shall provide a preliminary schedule of values for all of the Work which includes quantities and prices of items when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. For each Work item and monthly period, the estimated percentage completion shall be tabulated. Unit Price Work shall be estimated based upon quantities given in the Bid Form. The total percentage for each Work item should equal 100 percent.

1. The schedule of values shall be adjusted during the performance of the Work, if necessary, to reflect actual and estimated conditions.

3.10 Initial Acceptance of Schedules

A. Unless otherwise provided in the Contract Documents, at least ten days before submission of the first Application for Payment a conference attended by Contractor, County's Representative, and others as appropriate will be held to review for acceptability to County's Representative as provided below the schedules submitted in accordance with paragraph 3.8

B. Contractor shall have an additional ten days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to County's

Representative.

1. The progress schedule will be acceptable to County's Representative if it provides an orderly progression of the Work to completion within any specified Milestones and the Contract Times. Such acceptance will not impose on County's Representative responsibility for the progress schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve Contractor from Contractor's full responsibility therefore.
2. Contractor's schedule of Shop Drawing and Sample submittals will be acceptable to County's representative if it provides a workable arrangement for reviewing and processing the required submittals.
3. Contractor's schedule of values will be acceptable to County's Representative as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

3.11 As Built Documents

Contractor shall maintain one set of As-Built drawings and specifications at the project site, which shall be kept up to date during the Work of the Contract. All changes which are incorporated into the Work which differ from the documents as drawn and written shall be noted on the As-built set. Notations shall reflect the actual materials, equipment and installation methods used for the Work and each revision shall be initialed and dated the Contractor's Superintendent.

3.12 Substitutions

A. Bids shall be based on the exact materials specified. The specified products have been used in the design of the Project and in the preparation of the Drawings and Specifications, and as such establish minimum standards of function, dimension, appearance, and quality necessary for the Project. Equivalent products of other manufacturers may be acceptable, if, in the judgment of the County's Representative or Architect/Engineer, they meet the standards of the Specifications. The burden of proof of equality rests with the Contractor. The Contractor shall submit in writing any requests for substitutions. Shop Drawings that are submitted to the Architect do not constitute a request for substitution. Materials not specified or accepted as equivalent shall not be acceptable for installation.

B. Unless the specifications or description provides for "or equal", "equivalent", or other similarly descriptive words, the Contractor shall provide the material or items as specified. Contractor may submit, by written application, items for County's Representative or Architect/Engineer review as "equal" if:

1. In the County Representative's or Architect's/Engineer's sole discretion, an item is functionally equal to and similar in that no change to the Work will be required, it may be considered by the County's Representative or Architect/Engineer as an "equal" item, in which instance review and approval of the proposed item may, in the County Representative's or Architect's/Engineer's sole discretion be accomplished without compliance to some or all of the requirements for approval of substitute items. In such cases the item shall be determined by the County Representative or Architect/Engineer to be at least equal in quality, durability, strength, appearance, and design criteria, and it will meet the design performance requirements equally well, and Contractor certifies that there is: i)no increase in cost to the County, and (ii) it will conform to the requirements of the item named in the Contract Documents.

C. Prior to initiating the written application required under paragraph 3.12B of the General Conditions, Contractor shall briefly outline the proposed substitute to the extent necessary for the County's Representative or Architect/Engineer, if deemed appropriate by the County's Representative or Architect/Engineer, to estimate the cost of engineering services for any redesign which may be required for evaluating a proposed substitute. The County Representative's or Architect's/Engineer's estimate shall be incorporated in the Contractor's application for the proposed substitute in the itemization of estimated costs required in accordance with paragraph 3.12B of the General Conditions. The County Representative's or Architect's/Engineer's estimate will also serve to advise Contractor of the reimbursement to County when evaluation so indicates.

3.13 Shop Drawings and Samples

A. Contractor shall submit six (6) copies of Shop Drawings to the County's Representative for review and approval in accordance with the schedule of Shop Drawing and Sample Submittals. Contractor shall also submit Samples to the County's Representative, in accordance with the schedule of Shop Drawing and Sample Submittals. Contractor shall have determined and verified fit, form, function, performance criteria, and coordinated each Shop Drawing or Sample with the other Shop Drawings or Samples and with the requirements of the Work and the Contract Documents. By approving and submitting Shop Drawings, Product Data, Samples, and similar submittals, Contractor represents that it has determined or verified materials and field measurements and conditions related thereto, and that it has checked and

coordinated the information contained within such submittals with the requirements of the Contract Documents and Shop Drawings for related Work.

B. Any Work performed prior to County's Representative review and approval of the pertinent submittal will be at the sole expense and responsibility of the Contractor. The Contractor shall submit structural, mechanical, and electrical shop drawings in the form of one sepia and three black or blue line prints; all other shop drawings in the form of one sepia and two black or blue prints.

C. Contractor shall not be relieved of the responsibility for deviations from the requirements of the Contract Documents by County Representative's review of Shop Drawings, Product Data, Samples or other similar submittals, unless Contractor has specifically informed County's Representative at the time of the submittal and County's representative has given written approval of the specific deviation. Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals by County Representative's review, acceptance, comment, or approval thereof.

D. Final approval of all materials shall be contingent on Shop Drawing acceptance, compliance with the Specifications and performance criteria, and acceptable installation. General approval to utilize a product does not relieve the supplier or Contractor of meeting Specification requirements.

E. Other submittals required under the Contract Documents shall be made in the same number of copies as required for Shop Drawings, unless otherwise indicated.

3.14 Use of Site and Clean Up

The Contractor shall confine operations at the project site to areas permitted by the Construction Documents. Contractor shall, during the performance of the Work keep the project site and surrounding area free from accumulation of waste materials and rubbish cause by Contractor. Contractor shall not unreasonably encumber the Project site with materials or equipment. Contractor shall remove all waste material and rubbish cause by the Contractor; tools; equipment ; machinery; and surplus materials from the project site and surrounding area at the completion of the Work.

3.15 Access to Work

The County's Representative, employees, and consultants and other persons authorized by the County shall at all times have access to the Work whenever it is in progress.

3.16 Hours of Work

The hours of Work for the Project shall be consistent with the hours of normal operation of the Beaufort County Engineer, unless otherwise specified within the Supplemental Conditions.. That is Monday through Friday from 8:00 a.m. to 5:00 p.m. The County Engineer may agree to waive these time requirements upon written request from the Contractor. The Contractor is made aware that the hours accumulated by the Engineer and/or his staff process, working, or otherwise attending to the Contract as it relates to over time hours generated by the Contractor's work hours or delinquencies, shall be assessed to the Contractor. The Beaufort County pay scale will govern with County employees wage rates as applicable. Reimbursement would be processed as a contract reduction via a supplemental agreement or Change Order.

3.17 Concealed or Unknown Conditions

A. Except and only to the extent provided otherwise in Articles 7 and 8 of the General Conditions, by signing the Agreement, Contractor agrees:

1. To bear the risk of concealed or unknown conditions, if any, which many be encountered in performing the Contract; and
2. That Contractor's bid for the Contract was made with full knowledge of this risk.

In agreeing to bear the risk of concealed or unknown conditions, Contractor understands that, except and only to the extent provided otherwise in Articles 7 and 8 , concealed and/or unknown conditions shall not excuse Contractor from its obligation to achieve full completion of the Work within the Contract Time, and shall not entitle the Contractor to an adjustment of the Contract Sum.

B. Any information provided pursuant to INFORMATION AVAILABLE TO BIDDERS is subject to the following provisions: The information is made available for the convenience of Bidders and is not parts of the Contract. The County has not determined the accuracy or completeness of such information, and all such information is made available to Bidders without an representation or warranty by the County whatsoever as to its accuracy, completeness, or relevancy. Bidders shall independently evaluate such information for their use and shall be solely responsible for use or interpretation of such information. Any such use or interpretation shall not be the basis of any claim against County.

C. If concealed or unknown conditions are encountered which require, in opinion of County's Representative, design details which differ from those design details shown in the Contract Documents and the County's Representative finds that such revised design details will cause an increase or decrease in the cost of, or time required for performance of the Contract, and if County agrees with County Representative's determinations, County will issue a Change Order modifying the Contract terms to provide for the change in design details and to provide for an adjustment in the Contract Sum and/or Contract Time pursuant to Articles 7 and 8.

D. If Contractor encounters concealed or unknown conditions that differ materially from those anticipated or expected, Contractor shall immediately notify County's Representative in writing of such conditions so that County's Representative can determine if such conditions require design details which differ from those design details shown in the Contract Documents. Contractor shall be liable to County for any extra costs incurred as the Contractor's failure to promptly give such notice.

3.18 Test and Inspections

The Contractor shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by Contract Documents, unless otherwise specified in the Supplemental Conditions. All inspections, tests or approvals other than those required by Laws or Regulations of any public body having jurisdiction shall be performed by an organization acceptable to the County, Contractor, and Engineer. Engineer will receive and review certificates of inspection, tests, or approvals which are submitted in accordance with the Contract Documents, but such review will be only to determine that their content complies with the requirements of, and the certified results indicate compliance with, the Contract Documents.

3.19 Acceptance

The Work under this agreement shall remain the property of and responsibility of the Contractor until it is accepted by the County. The Contractor shall be liable for any and all damages and losses to the Project (weather by fire, theft, vandalism, hurricane, earthquake, flood, or otherwise) prior to the County's acceptance as fully completed. In the event the Work furnished under this Agreement is found to be defective or does not conform to the specifications, the County reserves the right to cancel the Agreement upon written notice to the Contractor.

3.20 Indemnification

Contractor shall indemnify and save harmless the County, its officers, agents, and employees from and against all liability, loss, costs, claims, damages, judgments, and awards, whether or not covered by insurance, arising or claimed to have arisen: (a) or in part from acts or omissions of, or as a result of Work done or omitted from being done by Contractor, Subcontractors or assignees and their agents or employees, which resulted in: (1) injury to (including mental or emotional) or death of any person, including employees of the County or Contractor, or (2) damage to or destruction of any property, real or personal, including without limitation property of the County, County's employees and fellow employees; (b) out of injuries sustained and/or occupational diseases contracted by Contractor's, its subcontractor's, or assignee's employees, if any, of such a nature and arising under such hereto, of the state having jurisdiction, including all claims and causes of action of any character against the County by any employee of Contractor, its subcontractors or assignees, or the employer of such employees, or any person or concern claiming by, under or actions or disputes asserted by any subcontractors, employees or suppliers of Contractor. Indemnification shall include all costs including attorney's fees reasonably incurred in pursuing indemnity claims under or enforcement of the Contract.

ARTICLE 4

ADMINISTRATION OF THE CONTRACT

4.1 County's Representative

A. The County's Representative will provide administration of the Contract as provided in the Contract Documents and will be the representative of the County. The County's Representative will have the authority to act on behalf of the County only to the extent provided in the Contract Documents. The County's Representative will not have control over, be in charge of, and will not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. Based on the County's Representative's site visits and evaluations of Contractor's Applications for Payment, the County's Representative will recommend amounts, if any due Contractor and will issue approval for payment in such amounts. However, no actions taken during such site visits shall relieve the Contractor of the Contractor's obligations as described in the Contract Documents. The County's Representative will have authority to reject the Work, or any portion thereof, which does not conform to the Contract Documents. The County's Representative will have the authority to stop the Work or any portion thereof. The County's Representative will be, in the first instance, the

interpreter of the requirements of the Contract Documents and the judge of performance thereunder by the Contractor. Should the Contractor discover and conflicts, omissions, or errors in the Contract Documents: have questions about the interpretation or clarification of the Contract Documents ; question whether Work is within the scope of the Contract Documents; or question that Work is not sufficiently detailed or explained, then before proceeding with the Work affected, the Contractor shall notify the County's Representative in writing and request interpretation, clarification, or furnishing of additional detailed instructions. The County's Representative response to questions and requests for interpretations, clarifications, instructions, or decisions will be made with reasonable promptness. Should the Contractor proceed with the Work affected before receipt of a response from the County Representative's interpretations, clarifications, instructions, or decisions shall be removed or replaced and Contractor shall be responsible for all resultant rework and/or losses.

B. If County and Architect/Engineer agree, Architect/Engineer will furnish a Resident Project Representative to assist in providing more extensive observation of the Work. The duties, responsibilities and limitations of any Resident Project representative and assistants furnished by the Architect/Engineer are as set-forth in Exhibit SC-A, "A Listing of the Duties, Responsibilities and Limitations of Authority of the Resident Project Representative" which is attached hereto and made a part hereof.

4.2 Contractor Change Order Request

Contractor may request changes to the Contract Sum and/or Contract Time for Extra Work or Delays to completion of the Work caused by the acts, errors, or omissions of the County, County's Representative, their agents or employees, or caused by unforeseen conditions if, and only if Contractor follows the procedures specified in this Paragraph 4.2. As used in this Paragraph 4.2. such acts, errors, or omissions shall include, but not be limited to, the provision of clarifications, drawings, instructions, or interpretations that involve Extra Work or delay completion of the Work. If Contractor asserts that Contractor is entitled to an adjustment of the Contract Sum and/or the Contract Time as the result of an act, error, or omission of the County, the County's Representative, their agents or employees, or as the result of unforeseen conditions, then Contractor may submit a Change Order Request to County's Representative. A Change Order Request must state that it is a Change Order Request, state and justify the reason for the request, and specify the amount of any requested adjustment to the Contract Sum and/or Contract Time. Upon request of County's Representative, Contractor shall submit such additional information concerning the Change Order Request as may be requested by County's Representative for the purpose of evaluating the Change Order Request. If the Change Order Request seeks an adjustment of the Contract Sum for delay, upon request of County's Representative, Contractor shall submit written documentation demonstrating Contractor's entitlement to such an adjustment under Article 8. A condition precedent to obtaining an adjustment of the Contract Sum and/or Contract Time as a result of an act, error, or omission of the County, the County's Representative, their agents or employees, or as the result of an unforeseen condition, is timely submission of a Change Order Request that meets the requirements set forth above. A Change Order Request based upon such acts, errors or omissions will be deemed timely submitted, if and only if, it is submitted within 3 working days of the date the Contractor discovers, or reasonably should discover that an act, error, or omission of the County, the County's Representative, their agents or employees, has occurred that may entitle Contractor to an adjustment of the Contract Sum and/or Contract Time (even if the Contractor has not been damaged, delayed, or incurred extra cost when the Contractor discovers, or reasonably should discover, the act, error or omission giving rise to the Change Order Request). A Change Order Request based upon an unforeseen condition will be deemed timely Submitted if, and only if, it is submitted within 3 working days of the date the Contractor discovers, or reasonably should discover, the existence of an unforeseen condition that may entitle Contractor to an adjustment of the Contract Sum and/or Contract Time (even if the Contractor has not been damaged, delayed, or incurred extra cost when the Contractor discovers, or reasonably should discover, the unforeseen condition giving rise to the Change Order Request). If County's Representative issues a final decision on all or part of Change Order Request, the Contractor may contest the decision by filing a timely Claim under the procedures specified below. A final decision is any decision on a Change Order Request which states that it is final. Failure of the claimant to give written notice as set forth above within thirty days shall result in the County representative's decision being final and binding upon County and Contractor.

4.3 Claims

The term "Claim" means a written demand or assertion by Contractor seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time, or other relief with respect to the Contract Documents, including a determination of disputes or matters in question between County and Contractor arising out of or related to the Contract Documents or the performance of the Work, and claims alleging an unforeseen condition or an act, error, or omission by County, County's Representative, their agents or employees.

If a Claim is subject to the procedures specified in Paragraph 4.2, the Claim arises upon the issuance of a written final decision denying in whole or in part Contractor's Change Order Request. If a Claim is not subject to the procedures specified in Paragraph 4.2, the Claim arises when the Contractor discovers, or reasonably should discover, the condition or event given rise to the Claim (even if the Contractor has not been damaged, delayed, or incurred extra cost when the Contractor discovers, or reasonably should discover, the condition or event giving rise to the Claim). A Claim

not subject to the procedures specified in Paragraph 4.2 may be asserted if, and only if, the Contractor gives a valid written notice of intent to file the Claim within 3 working days of the date the Claim arises. A written notice of intent to file a claim will be deemed valid if, and only if, it identifies the event or condition giving rise to the Claim and states its probable effect, if any, with respect to the Contractors entitlement to an adjustment of the Contract Sum and/or the Contract Time.

4.4 Assertion of Claims

Claims by Contractor shall be first submitted to County's Representative for decision. Notwithstanding the making of any Claim or the existence of any dispute regarding any Claim, unless otherwise directed by County's Representative, Contractor shall not cause any delay, cessation, or termination in or of Contractor's performance of the Work, but shall diligently proceed with performance of the Work in accordance with the Contract Documents. County will continue to make payments in accordance with the Contract Documents. Contractor shall submit a Claim in writing, together with the supporting data specified in Paragraph 4.3 to County's Representative as soon as possible but not later than 7 days after the date the claim arises under Paragraph 4.3.

4.5 Time Limits and Timely Notice of Contractor Claims

Contractor agrees to provide Owner and architect with written notice within seven (7) days of the occurrence of any event giving rise to any claim for additional compensation or extension of time under this agreement, whether such claim is based upon claims for changes, differing site conditions, adverse weather conditions, or any cause whatsoever. Contractor waives any claims for additional compensation or time extension, if Contractor fails to timely notify the Owner and architect in accordance with the terms and conditions of this clause. Contractor further acknowledges that any work which the Contractor considers to be beyond the scope of original work and which the Contractor elects to perform, prior to notice to Owner and architect and Owner's written approval to proceed with additional work, shall be performed at the Contractor's peril and as a gratuity to the Owner. Contractor assumes all risk associated with such work, agrees to perform such work at its own costs, and released and holds Owner harmless for any and all costs of such work performed prior to notice and written approval of such additional work by Owner.

4.6 Decision of County's Representative on Claims

County's Representative decision on any or all claims shall be considered as final. Disputes shall be resolved through litigation in a Court of competent jurisdiction in Beaufort, South Carolina.

ARTICLE 5

SUBCONTRACTORS

5.1 Award of Subcontracts to Other Contractors for Portions of the Work

Contractor shall submit to County, on its letterhead, prior to commencement of the Work, a list of all Subcontractors to be used to perform the Work. If County objects to any Subcontractor, Contractor shall provide a substitute Subcontractor acceptable to County with no adjustment of the Contract Sum. No substitution of Subcontractors shall be made without County's consent. All Subcontracts shall incorporate the Contract Documents by reference. Contractor hereby assigns to County all of its interests in Subcontracts affecting the Work, effective only if County terminates the Contract for cause and only for Subcontracts designated by County within 30 days after the date of termination. Nothing contained in the Contract Documents shall create any contractual relationship between any Subcontractor and County, except when, and only to the extent that, County elects to accept the assignment of the subcontract with such Subcontractor.

5.2 Separate Contractor Claims

Should Contractor cause damage to the work or property of any separate contractor at the site, or should any claim arising out of Contractor's performance of the Work or lack of same at the site be made by any separate contractor against Contractor, County, Engineer, or any other person, Contractor shall promptly attempt to settle with such other contractor by agreement, or to otherwise resolve the dispute by arbitration or at law. Contractor shall indemnify and hold County and Engineer harmless from and against all claims, damages, losses and expenses (including, but not limited to, fees of engineers, architects, attorneys and other professionals and court and arbitration costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any separate contractor against County and Engineer to the extent based on a claim arising out of Contractor's performance or lack of same of the Work. Should a separate contractor cause damage to the Work or property of Contractor or should the performance of Work or lack of same by any separate contractor at the site give rise to any other claim, Contractor shall not institute any action, legal or equitable, against County or Engineer or permit any action against any of them to be maintained and continued in its name or for its benefit in any court or before any arbiter which seeks to impose liability on or to recover damages from County or Engineer on account of any such damage or claim. If Contractor is delayed at any

time in performing or furnishing Work by any act or neglect of a separate contractor and County and Contractor are unable to agree as to the extent of any adjustment in Contract Time attributable thereto, Contractor may make a claim for an extension of time in accordance with Article 4. An Extension of the Contract Time shall be Contractor's exclusive remedy with respect to County and Engineer for any delay, disruption, interference or hindrance caused by any separate contractor. This paragraph does not prevent recovery from Contractor or Engineer for activities that are their respective responsibilities.

ARTICLE 6

CONSTRUCTION BY COUNTY OR BY SEPARATE CONTRACTORS

6.1 County's right to Perform Construction and to Award Separate Contracts

County may perform Work on the Project site, including Work which has been deleted from the Contract by Change Order, with County's own forces or with Separate Contractors. Contractor shall cooperate fully with County's forces and Separate Contractors at the Project site and coordinate the scheduling and performance of the Work with the scheduling and performance of Work to be performed by County's forces or Separate Contractors. Contractor shall give County's forces and Separate Contractors reasonable opportunity to deliver and store materials and equipment on the Project site.

6.2 Mutual Responsibility

A. Contractor shall afford County and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities. Contractor shall connect, schedule, and coordinate its construction and operations with the construction and operations of County and Separate Contractors as required by the Contract Documents.

B. If a portion of the Work is dependent upon the proper execution or results of other construction or operations by County or Separate Contractors, Contractor shall inspect such other construction or operations before proceeding with that portion of Work. Contractor shall promptly report to County's Representative apparent discrepancies or defects which render the other construction or operations unsuitable to receive the Work. Contractor shall not proceed with the portion of Work affected until apparent discrepancies or defects have been corrected. Failure of Contractor to so report within a reasonable time after discovering such discrepancies or defects shall constitute an acknowledgment that the other construction or operations by County or Separate Contractor is suitable to receive the Work, except as to defects not then reasonable discoverable.

6.3 County's Right to Clean Up

If a dispute arises between Contractor and Separate Contractors as to the responsibility under their respective contracts for maintaining the Project site and surrounding areas free from waste materials and rubbish, County may clean up and allocate the cost between those firms it deems to be responsible

ARTICLE 7

CHANGES IN THE WORK

7.1 Changes

A. County may Order or authorize additions, deletions, and other changes in the Work by Change Order or Field Order without invalidating the Contract and without notice to sureties. Absence of such notice shall not relieve such sureties of any of their obligations to County. Upon receipt of any such document, Contractor shall promptly proceed with any changes in the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If County and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both that should be allowed as a result of a Work Change Directive, a Claim may be made therefore as provided in paragraph 4.3

7.2 Definitions

A. A Change Order is a Contract Document which has been signed by both County and Contractor, and states their agreement upon all of the following:

1. A change in the Work, if any.
2. The amount of an adjustment of the Contract Sum, if any.
3. The amount of an adjustment of the Contract Time, if any.

B. A Directed Change Order may also be issued by the County without the Contractor's signature, where County determines that it is in County's best interest to allow Contractor to receive such an adjustment of the Contract Sum or Contract Time as County believes to be properly due Contractor, even though no agreement has been reached between County and Contractor.

C. A Field Order describes the scope or degree of a change in the Work which does not change the Contract Sum or Contract Time and the change described within the Field Order is agreed upon by County and Contractor.

7.3 Change Order Procedures

A. County and Contractor shall execute appropriate Change Orders(or Written Amendments) recommended by the County's Representative or Architect/ Engineer covering changes in the Work which are:

1. (i) ordered by the County (ii) required because of acceptance of defective work, or County's correction of defective Work, or (iii) agreed to by the parties;
2. changes in the Contract Price or Contract Times which are agreed to by the County and the Contractor, including any undisputed sums or amount of time for Work actually performed in accordance with a **Work Change Directive**; and
3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by the County's Representative, or Architect/Engineer, provided that in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the progress schedule.

B. Execution of a Change Order by the County and the Contractor shall be considered complete and final compensation. It is expressly understood and agreed that the Contractor shall not be entitled to any additional compensation or time associated with an executed Change Order.

7.4 Work Change Directive

The Work Change Directive is a written directive to Contractor issued on or after the Effective Date of the Agreement and signed by County and recommended by Architect/Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times. Upon receipt of a Work Change Directive, the Contractor shall promptly proceed with the directed changes.

7.5 Unit Price Work

A. County has the right to increase or decrease the quantity of any Unit price item for which an estimated quantity is stated in the Bid Form.

B. County's Representative or Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. County's Representative will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon County and Contractor, subject to the provisions of paragraph 4.3.

7.6 Waiver

A waiver of or failure by County or County's Representative to enforce any requirement in this Article 7 will not constitute a waiver of, and will not preclude the County or County's Representative from enforcing, such requirements in connection with any other adjustments of the Contract Sum. The Contractor understands that no oral approval, either express or implied, of any adjustment of the Contract Sum by County or its agents shall be binding upon County unless and until such approval is ratified by execution of a written Change Order.

ARTICLE 8

CONTRACT TIME

8.1 Commencement of the Work

The date of commencement of the Work shall be set forth in the Notice To Proceed, and in no case shall the Contractor start Work later than 10 days within receipt of the Notice to Proceed. The date of commencement of the Work shall not be postponed by the failure of Contractor, Subcontractors, or of persons or firms for whom Contractor is responsible to act.

8.2 Progress and Completion

Time limits stated in the Contract Documents are of the essence of the Contract. By signing the Agreement Contractor represents to County that the Contract Time is reasonable for performing the Work and that Contractor is able to perform the Work within the Contract Time. Contractor shall not, except by agreement or instruction of County in writing, commence operations on the Project site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by Contractor. The dates of commencement and completion of the Work shall not be changed by the effective date of such insurance. Contractor shall proceed expeditiously with adequate forces and shall achieve full Completion of the Work within the Contract Time. If County's Representative determines and notifies Contractor that Contractor's progress is such that Contractor will not achieve full Completion of the Work within the Contract Time, Contractor shall immediately and at no additional cost to, County take all measures necessary, including working such overtime, additional shifts, Sundays, or holidays as may be required to ensure that the entire Project is completed within the Contract Time. Upon receipt of such notice from County's representative, Contractor shall immediately notify County's Representative of all measures to be taken to ensure full Completion of the Work within the Contract Time. Contractor shall reimburse County for any extra costs or expenses, including the reasonable value of any services provided by County's employees, incurred by County as the result of such measures.

8.3 Delay

Except and only to the extent provided otherwise in Articles 7 and 8, by signing the Agreement, Contractor agrees:

1. to bear the risk of delays to completion of the Work; and
2. that Contractor's bid for the Contract was made with full knowledge of this risk.

In agreeing to bear the risk of delays to completion of the Work, Contractor understands that, except and only to the extent provided otherwise in Articles 7 and 8, the occurrence of events that delay the Work shall not excuse Contractor from its obligation to achieve full completion of the Work within the Contract Time, and shall not entitle the Contractor to an adjustment of the Contract Sum.

8.4 Adjustment of Contract Time

The Contract Times may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the claim to the County's Representative and the other party to the Contract in accordance with the provisions of paragraph 4.3. Any adjustment of the Contract Times covered by a Change Order or of any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article.

8.5 Delays Beyond Contractor's Control

Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefore as provided in paragraph 4.3. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by County, acts or neglect of utility owners or other contractors performing Work as contemplated by Article 5 fires, floods, epidemics, abnormal weather conditions, or acts of God.

8.6 Delays Within Contractor's Control

The Contract Times will not be extended due to delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

8.7 Delays Beyond County's and Contractor's Control

Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of both County and Contractor an extension of the Contract Times in an amount equal to the time lost due to such delay shall be Contractor's sole and exclusive remedy for such delay.

8.8 Liquidated Damages

If the Contractor fails to substantially complete the Work by the specified completion date, the Contractor shall be liable for liquidated damages for each calendar date past the contract specified completion date. The date of substantial completion shall be determined by the County Engineer and his decision shall be final. The daily liquidated damage rate shall be determined from the Schedule of Liquidated Damages provided within the South Carolina Department of transportation Standard Specifications for Highway Construction, Edition of 2007 otherwise unless a specific amount is outlined in Section 2 Article 1 Paragraph 1.2.

8.9 Waiver

A. In no event shall County, County's Representative, or County's Architect/Engineer be liable to Contractor, any Subcontractor, and Supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from:

1. delays caused by or within the control of Contractor; or
2. delays beyond the control of both County and Contractor including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God, or acts or neglect by utility owners or other contractors performing other work contemplated by Article 5.

B. Nothing in paragraph 8.9 bars a change in Contract Price pursuant to this Article 4.3 to compensate Contractor due to delay, interference, or disruption directly attributable to actions or inactions of County or anyone for whom County is responsible.

ARTICLE 9

PAYMENTS AND COMPLETION

9.1 Unit Price Work

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by County's Representative or Engineer subject to the provisions of paragraph 9.2.

B. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

C. County or Contractor may make a Claim for an adjustment in the Contract Price in accordance with paragraph 4.3 if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
2. there is no corresponding adjustment with respect any other item of Work; and
2. if Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Contractor believes that Contractor is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

9.2 Schedule of Values

Contractor shall provide a preliminary schedule of values for all of the Work which includes quantities and prices of items when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. County's Representative will determine

the actual quantities and classifications of Unit Price Work performed by Contractor. County's Representative will review with Contractor the County Representative's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). County Representative's written decision thereon will be final and binding (except as modified by County's Representative to reflect changed factual conditions or more accurate data) upon County and Contractor, subject to the provisions of paragraph 4.3.

9.3 Progress Payments

County agrees to pay monthly to Contractor, subject to paragraph 9.5, an amount equal to 90% of the sum of the following:

1. Cost of the Work in permanent place as of the end of the preceding month.
2. Plus costs of materials stored on site but not yet incorporated in the Work.....
3. Less amounts previously paid

9.4 Application for Payment

On or before such date of the month as is established by the County's Representative, Contractor shall submit to County's Representative monthly applications for payment, on a form as provided by the County, together with such supporting data as County requires. Adjusted progress schedules shall be submitted with Applications for payment, and shall be required supporting documentation for the Application for Payment. For each Work item and monthly period, the actual percentages shall be tabulated for Work completed as of the date of the Application for Payment and estimated percentages shall be tabulated for remaining Work and months, if any. Percentages for Unit Price Work shall be calculated based upon the quantities given in the Bid Form, so that upon completion of such Work, or prior thereto, the total of the tabulated percentages for a work item may be greater or less than 100. County's Representative will review the application for payment and submit a Certificate for Payment to County. County will pay to Contractor 90% of the cost of the Work in permanent place and approved by County, less amounts previously paid, **within 20 days after County's Representative's receipt of the Application For Payment** and all required supporting data. The 10% retained by County will be paid to Contractor in the final payment.

9.5 Certificate for Payment

A. If Contractor has made application in accordance with paragraph 9.4, County's Representative shall, not later than 5 working days after the date of receipt of the Application for Payment, issue to County, with a copy to Contractor, a Certificate For Payment for such amount as County's Representative determines to be properly due.

B. Approval of any part of an Application For Payment may be withheld, a Certificate For Payment may be withheld, and all or part of a previous Certificate For Payment may be nullified and that amount withheld from a current Certificate For Payment on account of any of the following:

1. Defective Work not remedied.
2. Third-party claims against Contractor or County arising from the acts or omissions of Contractor or Subcontractors.
3. Stop notices.
4. Failure of Contractor to make timely payments due Subcontractors for material or labor.
5. A reasonable doubt that the Work can be completed for the balance of the Contract Sum then unpaid.
6. Damage to County or Separate Contractor for which Contractor is responsible.
7. Reasonable evidence that the Work will not be completed within the Contract Time; and that the unpaid balance of the Contract Sum would not be adequate to cover County's damages for the anticipated delay.
8. Failure of Contractor to maintain and update as-built documents.
9. Failure of Contractor to submit schedules or their updates as required by the Contract Documents
10. Performance of Work by Contractor without properly processed shop drawings.
11. Liquidated damages assessed in accordance with Article 8 of the Agreement.
12. Any other failure of Contractor to perform its obligations under the Contract Documents.

9.6 Retention

County shall deduct 10% from each Contractor payment as retainage. Retainage may be reduced at the County's discretion, to 5% upon 50% completion of the Work and/or upon recommendation of the Architect/Engineer. All remaining retainage to be paid upon satisfactory completion of all Work, as required by the Contract Documents.

9.7 Beneficial Occupation

County reserves the right, at its option and convenience, to make use of or otherwise occupy all or any part of the Work (Beneficial Occupancy) prior to completion of the Work and upon 10 days' notice to Contractor. Beneficial Occupancy shall be subject to the following conditions:

1. County's Representative will make an inspection of the portion of the Project to be beneficially occupied and prepare a list of items to be completed or corrected prior to completion of the Contract.

Prior to Beneficial Occupancy, County will issue a certificate of beneficial occupancy on County's form.

2. Beneficial Occupancy by County shall not be construed by Contractor as an acceptance by County of that portion of the Work which is to be occupied.
3. Beneficial Occupancy by County shall not constitute a waiver of existing claims of County or Contractor against each other.
4. Contractor shall provide, in the areas beneficially occupied and on a 24 hour and 7 day week basis as required, utility services, heating, and cooling for systems which are in operable condition at the time of Beneficial Occupancy. All responsibility for the operation and maintenance of equipment shall remain with Contractor while the equipment is so operated. Contractor shall submit to County an itemized list of each piece of equipment so operated with the date operation commences.
5. The Warrantee Periods, as defined in paragraph 12.3, will commence upon the first date of actual occupancy or use of portions of the Work actually occupied and equipment or systems fully utilized.
6. County shall pay all normal operating and maintenance costs resulting from its use of equipment in areas beneficially occupied.
7. County shall pay all utility costs which arise out of the Beneficial Occupancy.
8. Contractor shall not be responsible for providing security in areas beneficially occupied.
9. County shall use its best efforts to prevent its Beneficial Occupancy from interfering with the conduct of Contractor's remaining Work..
10. Contractor shall not be required to repair damage caused by County in its Beneficial Occupancy.
11. Except as provided in this Article, there shall be no added cost to County due to Beneficial Occupancy.
12. Contractor shall continue to maintain all insurance required by the Contract in full force and effect.

9.8 Substantial Completion

A. "Substantial Completion" means the stage in progress of the Work, as determined by the County's Representative, when the Work is complete and in accordance with the Contract Documents except only for completion of minor items which do not impair County's ability to occupy and fully utilize the Work for its intended purpose.

B. When Contractor gives notice to County's Representative that the Work is substantially complete, unless County's representative determines that the Work is not sufficiently complete to warrant an inspection to determine Substantial Completion, County's Representative will inspect the Work, and prepare and give to Contractor a comprehensive list of items to be completed or corrected before establishing Substantial Completion. Contractor shall proceed promptly to complete and correct items on the list. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. County's Representative will make an inspection to determine whether the Work is substantially complete. If County Representative's inspection discloses any item, whether or not included on the list, which must be completed or corrected before Substantial Completion, Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item. Contractor shall then submit a request for another inspection by County's Representative to determine Substantial Completion. Costs for additional inspection by County's Representative shall be deducted from any monies due and payable to Contractor. Neither tentative nor definitive certificates will be issued. However, the procedures set forth in the above paragraph may be used as a prelude to final acceptance.

C. When County's Representative determines that the Work is Substantially Complete, County's Representative will prepare a Certificate of Substantial Completion in County's format, which, when signed by County, shall establish the date of Substantial Completion and the responsibilities of the County and Contractor for security, maintenance, utilities, insurance, and damage to the Work. Unless otherwise provided in the Certificate of Substantial Completion, the Warrantee Period for the Work covered by the Certificate of Substantial Completion shall commence on the date of Final Payment for the Work. Substantial Completion shall not commence the Warrantee Period for any equipment or systems that:

1. Are not fully operational (equipment or systems shall not be considered fully operational if they are intended to provide service to any portion of a building which the County has neither Beneficially Occupied nor accepted as Substantially Complete; or
2. Are not accepted by the County.

The Warrantee Period for systems which become fully operational and accepted subsequent to Substantial Completion will begin on the date of their acceptance by the County.

9.9 Final Completion and Payment

A. Upon receipt of notice from the Contractor that the Work is ready for final inspection, County's Representative will make such inspection. Final Completion shall be when County's Representative determines that the Work is fully completed and in accordance with the Contract Documents. County will file a Notice of Completion within ____days after Final Completion. After receipt of the final Application For Payment, if County's Representative determines that Final Completion has occurred, County's Representative will issue the final Certificate For Payment.

B. Neither final payment nor any retention shall become due until Contractor submits the following items to County's Representative:

1. The final Application For Payment and all submittals required in accordance with 9.4.
2. All guarantees and warranties procured by Contractor from Subcontractors, all operating manuals for equipment installed in the project, as-built documents, and all other submittals required by the Contract Documents.

The final payment shall be made, subject to the satisfaction of all other conditions to final payment, within 35 days after the filing of the Notice of Completion.

C. Acceptance of final payment by Contractor shall constitute a waiver of all claims, except those previously made in writing and identified by Contractor as unsettled at the time of the final Application For Payment.

ARTICLE 10

PROTECTION OF PERSONS AND PROPERTY

10.1 Safety Precautions and Programs

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

10.2 Safety of Persons and Property

Contractor shall take adequate precautions for safety of and shall provide adequate protection to prevent damage, injury, or loss to employees involved in the Work and other persons who may be affected thereby; the Work in place and materials and equipment to be incorporated therein, whether in storage on or off the Project site, under care, custody, or control of Contractor or Subcontractors; and, other property at the Project site and adjoining property. Contractor shall erect and maintain until the acceptance of the Work, as required by existing conditions and performance of the Work, adequate safeguards for safety and protection, including providing adequate lighting and ventilation, posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent sites and utilities. When use or storage of explosives, other hazardous materials, equipment, or unusual methods are necessary for execution of the Work Contractor shall exercise the utmost care and carry on such activities only under the supervision of properly qualified personnel. Contractor shall designate a responsible member of Contractor's organization at the Project site whose duty shall be prevention of accidents. That person shall be the Superintendent, unless otherwise designated by Contractor in writing to County and County's Representative. Contractor shall not load or permit any part of the Work or the Project site to be loaded so as to endanger the safety of persons or property.

10.3 Emergencies

In an emergency affecting the safety of persons or property, Contractor shall act to prevent or minimize injury, damage, or loss. Contractor shall promptly notify County's Representative, which notice may be oral followed by written confirmation, or the occurrence of such an emergency and Contractor's action.

ARTICLE 11

INSURANCE AND BONDS

11.1 Contractors Insurance

A. Contractor shall purchase and maintain until final payment property insurance upon the Work at the site. This insurance shall include the interest of the County, Contractor, Subcontractors, Engineer and Engineer's Consultants in the Work (all of whom shall be listed as insureds or additional insured parties), shall insure against the perils of fire and extended coverage, shall include "at risk" insurance for physical loss and damages including theft, vandalism, and malicious mischief, and shall include damages, losses and expenses arising out of or resulting from any insured loss incurred in the repair or replacement of any insured property (included but not limited to fees and charges of engineers,

architects, attorneys and other professionals). All of the policies of insurance (and certificates or other evidence of insurance) required to be purchased by the Contractor will contain a provision that the coverage provided will not be materially changed, cancelled, or renewal refused until at least thirty (30) days prior written notice has been given to the County and Contractor and to each other party to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with paragraph 11.3.

B. Contractor shall purchase and maintain insurance coverage as required within the Schedule of Insurance Requirements of Exhibit GR-A, attached hereto and made part thereof.

C. If required in the Schedule of Insurance Requirements of Exhibit GR-A in Part II of the General Requirements of the Specifications, attached hereto and made a part thereof, Contractor shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws or Regulations which will include the interests of the County, Contractor, Subcontractors, Engineer, Engineer's Consultants, and any other individuals or entities identified in the Supplemental Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

D. If the Work requires entry on any railroad right-of-way, insurance coverage and amount of coverage shall be provided in accordance with the requirements of the railroad.

11.2 Insurance Certificates

Before any Work at the site is authorized, Contractor shall deliver to the County Engineer, in triplicate, certificates as evidence of insurance which Contractor is required to purchase and maintain in accordance with Article 5. The certificates delivered by Contractor shall contain for each insurance policy required the following information: policy number, effective date, names and addresses of insureds, type of coverage, limits of liability, location of operations to which insurance applies, and expiration date. In addition, the certificates shall refer to these Contract Documents and state that the policy or policies provide the coverage and the amount of coverage required by the Contract Documents. Further the certificates shall state that thirty days prior written notice shall be given to County of cancellation or material change in the policy. If County has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by Contractor on the basis of its not complying with the Contract Documents, County shall notify Contractor in writing thereof. Contractor shall provide such additional information in respect of information as County may reasonably request, before any Work at the Site is authorized.

11.3 Waiver of Rights

A. County and Contractor intend that all policies purchased in accordance with paragraph 11.1 will protect County, Contractor, Subcontractors, Engineer, Engineer's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. County and Contractor waive all rights against each other and their respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, Engineer, Engineer's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by County as trustee or otherwise payable under any policy so issued.

B. County waives all rights against Contractor, Subcontractor, Engineer, Engineer's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to County's property or the Work caused by, arising out of, or resulting from fire or other peril whether or not insured by County; and
2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by County during partial utilization pursuant to paragraph 9.6, after Substantial Completion pursuant to paragraph 9.7, or after final payment pursuant to paragraph 9.8.

11.4 Receipt and Application of Insurance Proceeds

A. Any insured loss under the policies of insurance required by paragraph 11.2 will be adjusted with County and made payable to County as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 11.3B. County shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement among the parties in interest is reached, the damaged Work shall be repaired or replaced, the money's so received on account thereof, and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.

B. County as fiduciary shall power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to County's exercise of this power. If no such objection is made, County, as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, County as fiduciary shall give bond for the proper performance of such duties.

11.5 Performance Bond and Labor/Material Bond

Contractor shall furnish separate Performance and Payment Bonds, each in an amount equal to 100 percent of the Contract Price, on forms included in the Contract Documents as exhibits to the Agreement. The penal sum of each such bond shall be issued by a surety company licensed to do business in South Carolina and listed by the Department of Treasury (also known as a "T" listed surety) with an "A" minimum rating in performance, as stated in the most current publication of Best's Key Rating Guide. Each bond shall be accompanied by a power of attorney, authorizing the attorney in fact to bind the surety certified, in include the date of the bond. The bond shall be dated on or after the date of the contract. The Contractor shall have a maximum of 21 days from the date of notice of intent to award to deliver the performance and payment bonds, certificates of insurance, and the contract to the Owner. Failure to deliver these documents as required shall entitle the Owner to consider the bid unresponsive and declare the bid security forfeited.

ARTICLE 12

UNCOVERING AND CORRECTION OF WORK

12.1 Uncovering of Work

A. If a portion of the Work is covered contrary to County Representative's request or direction, or contrary to the requirements of the Contract Documents, it must, if required in writing by the County's Representative, be uncovered for County Representative's observation and be replaced at Contractor's expense without adjustment of the Contract Time or the Contract Sum.

B. If a portion of the Work has been covered, which is not required by the Contract Documents to be observed or inspected prior to its being covered and which County's Representative has not specifically requested to observe prior to its being covered, County's Representative may request to see such Work and it shall be uncovered and replaced by the Contractor. If such Work is in accordance with the Contract Documents, the costs of uncovering the Work and replacing the Work shall be added to the contract sum by Change Order; and if the uncovering and replacing the Work extends the Contract Time, an appropriate adjustment of the Contract Time shall be made by Change Order. If such Work is not in accordance with the Contract Documents, Contractor shall pay such costs and shall not be entitled to an adjustment of the Contract Time or Contract Sum.

12.2 Correction of Defective Work

Contractor shall (1) correct Defective Work that becomes apparent during the progress of the Work or during the Warrantee Period and (2) replace, repair, or restore to County's satisfaction any parts of the Work and any other real or personal property which is damaged or destroyed as a result of Defective Work or the correction of Defective Work. Contractor shall promptly commence such correction, replacement, repair, or restoration upon notice from County's Representative or County, but in no case later than 10 days after receipt of such notice; and Contractor shall diligently and continuously prosecute such correction to completion. Contractor shall bear all costs of such correction, replacement, repair, or restoration, and all Losses resulting from such Defective Work, including additional testing, inspection, and compensation for County's Representatives services and expenses. Contractor shall perform corrective Work at such times that are acceptable to County and in such a manner as to avoid, to the extent practicable, disruption to County's activities.

12.3 Warrantee Period

The Contractor and his Surety shall unconditionally warrant and guarantee all workmanship and materials of the entire Contract to be and remain free of defects for a period of one year from the date of Final Payment.

12.4 Warrantee Inspection

The Contractor (or General Contractor and requested subcontractors) shall attend a warrantee inspection during the year following project completion. The inspection will be scheduled by the County for a date approximately nine months after the date of the Certificate of Substantial Completion. The Contractor shall take immediate action to remedy all warranty items identified during the inspection

ARTICLE 13

TERMINATION OR SUSPENSION OF THE CONTRACT

13.1 Suspension of Work

At any time and without cause, County may suspend the Work or any portion thereof by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be allowed an extension of the Contract Times equal to the duration of the suspension of the Work.

13.2 Termination for Cause

A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 3.9 as adjusted from time to time pursuant to paragraph 8.4);
2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
3. Contractor's disregard of the authority of ENGINEER; or
4. Contractor's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in paragraph 15.02.A occur, County may, after giving Contractor (and the surety, if any) seven days written notice, terminate the services of Contractor, exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without Liability to Contractor for trespass or conversion), incorporate in the Work all materials and equipment stored at the Site or for which County has paid Contractor but which are stored elsewhere, and finish the Work as County may deem expedient. In such case, Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by County arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to County. Such claims, costs, losses, and damages incurred by County will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph.

C. Where Contractor's services have been so terminated by County, the termination will not affect any rights or remedies of County against Contractor then existing or which thereafter accrue. Any retention or payment of monies due Contractor by County will not release Contractor from liability.

13.3 Termination for Convenience

A. Upon seven days written notice to Contractor and Engineer, County may, without cause and without prejudice to any other right or remedy of County, elect to terminate the Contract. In such case, Contractor shall be paid (without duplication of any items):

1. for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work; for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
3. for all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others.
4. for reasonable expenses directly attributable to termination.

B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

ARTICLE 14

MISCELLANEOUS PROVISIONS

14.1 Governing Law

The Contract shall be governed by the laws of the State of South Carolina.

14.2 Successors and Assigns

County and Contractor respectively bind themselves and their successors, permitted assigns, and legal representatives to the other party and to the successors, permitted assigns, and legal representative as of such other partying respect to covenants, agreements, and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract, in whole or in part, without prior written consent of the other party. Notwithstanding any such reassignment, each of the original contracting parties shall remain legally responsible for all its obligations under the Contract.

14.3 Rights and Remedies

All rights and remedies of County under the Contract are cumulative with all other rights and remedies of County under the Contract or at law or in equity. No act or failure to act by County or County's Representative shall constitute a waiver of a right under the Contract, nor approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing. No waiver by County or County's Representative of any breach or default shall constitute a waiver of any other breach or default nor constitute a continuing waiver. No provision contained in the Contract Documents shall create or give third parties any claims or right of action against County, County's Representative, or Contractor.

14.4 Survival

The provisions of the Contract which by their nature survive termination of the Contract or Final Completion, including all warranties, indemnities, and payment obligations, shall remain in full force and effect after Final Completion or any termination of the Contract.

14.5 Complete Agreement

The Contract Documents constitute the full and complete understanding of the parties and supercede and previous agreements or understandings, oral or written, with respect to the subject matter hereof. The Contract may be modified only by a written instrument signed by both parties or as provided in Article 7.

14.6 Severability of Provisions

If any one or more of the provisions contained in the Contract Documents should be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

14.7 Notices

All notices, demands, and other communications given under the Contract shall be in writing addressed to the respective parties at the addresses set forth in the Contract Documents, and shall be deemed given upon actual receipt or, in the case of registered or certified mail, on the date shown on the return receipt when delivery during normal business hours was made or attempted. Addresses may be changed by notice given in accordance with this provision.

14.8 Patents and Royalties

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of County or Architect/Engineer its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by County in the Contract Documents. County or

Architect/Engineer have no actual knowledge of any license fee or royalty due on any material or equipment specified in the Contract Documents.

B To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless County, County's officers, agents, employees, Architect/Engineer, Architect's/Engineer's consultants, and the officers, directors, partners, employees or agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents. If the Contractor uses any design, device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the owner of such patented or copyrighted design, device or material. It is mutually agreed and understood, that without exception, the Contract Sum shall include all royalties or costs arising from and the use of such design device or materials, in any way involved in the Work.

ARTICLE 15

STATUTORY LANGUAGE REQUIREMENTS

15.1 Scope

The paragraphs under this article 15 contain language mandatory for public contracts under the laws of the State of South Carolina. Nothing in these paragraphs shall be construed to relieve Contractor of responsibility, to comply with all Laws and Regulations as set forth in the Contract Documents.

15.2 Affirmative Action

During the performance of this Contract, the Contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth revisions of this nondiscrimination clause. The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex.

SECTION 4

SUPPLEMENTARY CONDITIONS

SECTION 4

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SUPPLEMENTARY CONDITIONS

Introductory Statement

Part I of these Supplementary Conditions amend or supplement the General Conditions and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

PART I **AMENDMENTS AND SUPPLEMENTS** **TO GENERAL CONDITIONS**

SC-1 Defined Terms

The terms used in these Supplementary Conditions which are defined in the General Conditions have the meanings assigned to them in the General Conditions.

Add the following terms to the definitions in Article 1 of the General Conditions:

"Bidder" - One who submits a Bid directly to Owner, as distinct from a sub-bidder, who submits a bid to a Bidder.

"General Conditions" - Refers to Standard General Conditions of the Construction Contract, as included in the Contract Documents.

"General Requirements" - Refers to the General Requirements of the Specifications which is the part of the Contract Documents which amends or supplements the General Conditions with regard to Specifications.

"Successful Bidder" - The lowest, qualified, responsible and responsive Bidder to whom Owner makes an award.

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SC-2 AMENDMENTS - MODIFICATION OF STANDARD SPECIFICATIONS OF THE 2007 STATE OF SOUTH CAROLINA HIGHWAY DEPARTMENT

SECTION 101 DEFINITIONS AND TERMS

Section 101.3.4 - Award

Delete Reference to the Director of Construction & substitute the following in its place:
Beaufort County Engineer

Section 101.3.12 - Commission

Delete as written and substitute the following:
County Council of Beaufort County, or County

Section 101.3.13 - Construction Estimate

Add the following at the end of the last sentence:
The Construction Estimate shall be prepared by the Contractor with Quantities mutually agreed upon by the County & the Contractor.

Section 101.3.21 - County

Delete as written & substitute the following:
County: Party of the first part to the Contract Owner, County Council of Beaufort County.

Section 101.3.24 - Department

Delete as written & substitute the following:
Beaufort County Engineering Department.

Section 101.3.26 – Director

Delete as written and substitute the following:
Beaufort County Engineer

Section 101..3.27 - Engineer

Delete as written & substitute the following:
Beaufort County Engineer, acting directly or through his/her duly authorized representative, such representative acting within the scope of particular duties assigned to him/her and of the authority given him/her.

Section 101.370

Add the following after existing reference to the State Engineer:
or Beaufort County Engineer.

Section 101.3.50 - Proposal

Here and in all other referred instances as referenced to, shall also be known as the Bid Documents, including but limited to Sections 1.0 - 1.8.

SECTION 102 BIDDING REQUIREMENTS & CONDITIONS

Section 102.5

Delete as written and substitute as follows:
Each proposal shall be submitted in a plain business sized manila envelope. The envelope shall be marked correctly & clearly as to its contents indicating the following:

Name & address of the Bidder, project number (per Bid Documents), addressed to the Beaufort County Purchasing Agent (100 Ribaut Road, Room #105, Beaufort, SC 29902). Be addressed as above. In order to be considered, all proposals sent by mail must be received by the Beaufort county Purchasing Agent prior to the time specified in the Notice to Contractors. Proposals received after the time for opening of Bids will be returned to the Bidder unopened.

Section 102.2

Add the following paragraph:

No proposal will be considered unless accompanied by a Bid Bond on County's form, in the amount of 5% Of the submitted bid, written by a company licensed for surety in the State of South Carolina and assigned a rating of "A" or better by the A.M. Best Company on its most recent *Bests Insurance Report*. The proposal bond shall be made payable to the Beaufort County Treasurer.

Section 102.11

SECTION 103 AWARD & EXECUTION OF CONTRACT

Section 103.1

Delete reference to "the Director" & substitute the following in its place: Beaufort County Engineer.

Section 103.2

Revise reference to "30 calendar days" to read: ninety (90) calendar days".

Section 103.3

Delete this section in its entirety.

Section 103.4

Delete in its entirety and refer to Section 7.4 of the Instruction to Bidders.

Section 103.5

Delete reference to "The Department" in the statement ending: of the Department and substitute in its place: Beaufort County. Change surety company rating to "A".

Section 103.6

Delete reference to "20 calendar days" and substitute in its place: Ten (10) business days.

Section 103.7

Delete reference to "The Department" and substitute in its place: Beaufort County.

Section 103.8

Delete in entirety and see General Conditions for Insurance Requirements.

Section 103.9

Delete in entirety and see General Conditions.

Section 103.10

Delete in entirety and see General Conditions.

Section 103.11

Delete in entirety and see General Conditions.

SECTION 104 SCOPE OF WORK

- Section 104.1
Delete in entirety and see General Conditions
- Section 104.2
Delete in entirety and see General Conditions
- Section 104.3
Delete in entirety and see General Conditions
- Section 104.4
Delete in entirety and see General Conditions
- Section 104.5
Delete in entirety and see General Conditions
- Section 105. 8
Delete in entirety and substitute in it's place:

SECTION 105 CONTROL OF WORK

- Section 105.4
Delete the reference to "In the event of any discrepancy, “; instead substitute the following: Plans shall be considered as an incorporated function of the Technical Specifications. In the event of any discrepancy, Special Provisions shall govern over the Technical Specifications, and Supplemental specifications shall govern over the SCDOT Standard Specifications for Highway Construction.
- Section 105.5
Delete the following reference: District Engineering Administrator or Bridge Engineer - Construction as applicable & substitute the following: Engineer (Beaufort County).
- Section 105.9
Add the following: and as described in Exhibit SC-A contain herein elsewhere.
- Section 105.11
Delete the first sentence, from the third paragraph as written & substitute the following:
Where horizontal baseline control & a benchmark are necessary, no work shall be done without this horizontal control or benchmark having been given by the engineer or surveyor, unless approved in writing.

Section 105.8 Survey and Construction Stakeout Controls.

Delete and Substitute as follows

1.0 SCOPE

1.1 This section covers the field surveying, staking, and maintenance of the same as necessary to properly complete the construction as proposed. The Contractor shall furnish all labor, materials, equipment, etc. necessary to properly do the work.

2.0 GENERAL

2.1 Horizontal and vertical control points are identified on the Construction Drawings. The Contractor shall use these control points with Construction Drawings to construct the system accurately. The Contractor shall be responsible for all necessary surveying and construction stake

out work and shall use a South Carolina Registered Land Surveyor to do this work. When requested, the Registered Land Surveyor shall certify to the Contractor, the Engineer, and the Owner that the project has been properly surveyed and staked out. When requested, during construction, the surveyor shall check and certify as to the accuracy of the construction.

3.0 ALIGNMENT AND ELEVATION CHECKS

3.1 Alignment and elevations shall be checked frequently and stakes shall be maintained throughout the project as needed to complete the construction accurately. It is to be understood that the Contractor has the responsibility to check and maintain proper survey control of work. Errors greater than allowable shall be corrected at the Contractor's expense to the satisfaction of the Owner and the Engineer before any related construction can continue. Vertical elevations and horizontal alignments shall be constructed within limits allowed by the Engineer.

3.2 The Contractor shall make checks on the elevation of the ends of each pipe joint, all manhole inverts, etc., to verify that the systems are being constructed according to the Drawings. A laser may be used, but elevation checks with a surveyor's level and rod must also be made on sewer lines.

4.0 RECORD DRAWINGS

4.1 The Contractor shall maintain a master set of record drawings that show all changes and deviations from the original drawings. The markups shall be made as the changes occur. Near the conclusion of the project, these master record drawings shall be completed and submitted to the Engineer.

SECTION 107 LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

Section 107.1

First Paragraph - Delete the word "Department" & substitute the word: Beaufort County.

Section 107.2

Add the following as a second paragraph:

The County permits shall be required as applicable, but the fee shall be waived at the discretion of the County Engineer.

Add the following:

NOTE: The above statements apply to the Beaufort County permit fees only, and not to any Beaufort City or town permit fees and/or licenses, when applicable.

Section 107.3

Delete from the first paragraph: "Department". Substitute the following:
Beaufort County & any and/or County Officers, Agents, Employees.

SECTION 108 PROSECUTION & PROGRESS

Section 108.1

Revise last sentence of first paragraph by deleting: "Engineer". Substitute the following:
Beaufort County Engineer.

Section 108.2

Before commencement of work the CONTRACTOR shall submit either a computerized base line schedule in an approved tracking format of the work necessary to complete the project to the ENGINEER for review at the time of the preconstruction meeting or a complete narrative describing all elements, durations and resources of work necessary for the successful and timely completion of the project. If contractor elects to submit a computerized schedule the computerized software to be used will be Microsoft Project, SureTrac/Primavera or equal. The schedule shall be a form approved by the ENGINEER indicating the estimated start time and end dates of each major item or phase of the work. The progress schedule may be a bar chart of type acceptable to the ENGINEER as to form and substance. All costs for furnishing and updating the progress schedule shall be included in the price bid for the various Pay Items scheduled in the Bid Document.

Section 108.4

Add third paragraph as follows: The Contractor is made aware that the hours and costs accumulated by the Engineer and/or his staff and consultants in processing, working or otherwise attending to the contract generated by the contractors delinquencies, may be assessed to the contractor through retainage withholding or liquidated damages.

SECTION 401 BITUMINOUS ASHPALT PAVEMENT

All hot mix asphalt pavement provided to the project will be in accordance with current SCDOT specifications.

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EXHIBIT SC-A

A LISTING OF THE DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT REPRESENTATIVE.

ENGINEER shall furnish a Resident Project Representative (RPR), assistants and other field staff to assist **ENGINEER** in observing performance of the Work of the Contractor.

Through more extensive on-site observations of the Work in progress and field checks of materials and equipment by the RPR and assistants, **ENGINEER** shall endeavor to provide further protection for **OWNER** against defects and deficiencies in the Work; but, the furnishing of such services will not make **ENGINEER** responsible for or give **ENGINEER** control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for **CONTRACTOR'S** failure to perform the Work in accordance with the Contract Documents.

The duties and responsibilities of the RPR are limited to those of **ENGINEER** in the construction Contract Documents, and are further limited and described as follows:

A. General

RPR is **ENGINEER'S** agent at the site, will act as directed by and under the supervision of **ENGINEER**, and will confer with engineer regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with **ENGINEER** and **CONTRACTOR** keeping **OWNER** advised as necessary. RPR's dealing with subcontractors shall only be through or with the full knowledge and approval of **CONTRACTOR**. RPR shall generally communicate with knowledge and approval of **CONTRACTOR**. RPR shall generally communicate with **OWNER** with the knowledge of and under the direction of **ENGINEER**.

B. Duties and Responsibilities of RPR

1. Schedules: Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by **CONTRACTOR** and consult with **ENGINEER** concerning acceptability.

2. Conferences and meetings: Attend meetings with **CONTRACTOR**, such as preconstruction conferences, progress meetings, job conferences and other project related meetings, and prepare and circulate copies of minutes thereof.

3. Liaison:

a. Serve as **ENGINEER'S** liaison with **CONTRACTOR**, working principally through **CONTRACTOR'S** superintendent and assist in understanding the intent of the Contract

Documents; and assist **ENGINEER** in serving, as **OWNER'S** a liaison with **CONTRACTOR** when **CONTRACTOR'S** operations affect **OWNER'S** on-site operation.

b. Assist in obtaining from **OWNER** additional details or information, when required for proper execution of the Work.

4. Shop Drawings and Samples:

a. Record date of receipt of Shop Drawing and samples.

b. Receive samples which are furnished at the site by **CONTRACTOR AND NOTIFY ENGINEER** of availability of samples for examination.

c. Advise **ENGINEER** and **CONTRACTOR** of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by **ENGINEER**.

5. Review of Work, Rejection of Defective Work, Inspections and Tests:

a. Conduct on-site observations of the Work in progress to assist **ENGINEER** in determining if the Work is in general proceeding in accordance with the Contract Documents.

b. Report to **ENGINEER** whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise **ENGINEER** of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or required special testing, inspection or approval.

c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that **CONTRACTOR** maintains adequate records thereof; and observe record and report to **ENGINEER** appropriate details relative to the test procedures and startups.

d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to **ENGINEER**.

6. Interpretation of Contract Documents:

Report to **ENGINEER** when clarifications and interpretations of the Contract Documents are needed and transmit to **CONTRACTOR** clarifications and interpretations as issued by **ENGINEER**.

7. Modifications:

Consider and evaluate **CONTRACTOR'S** suggestions for modifications in Drawings or Specifications and Report with RPR's recommendations to **ENGINEER**. Transmit to **CONTRACTOR** decisions as issued by **ENGINEER**.

8. Records:

a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, and Field Orders, additional Drawings issued subsequent to the execution of the Contract. **ENGINEER'S clarifications** and interpretations of the contract Documents, progress reports, and other Project related documents.

b. Keep a diary or logbook, recording **CONTRACTOR** hours on the job site, weather conditions, data relative to questions of Work Directive Changes. Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to **ENGINEER**.

c. Record names, addresses and telephone numbers of all **CONTRACTORS**, subcontractors and major suppliers of materials and equipment.

9. Reports:

- a. Furnish **ENGINEER** periodic reports as required of progress of the work and of **CONTRACTOR'S** compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
- b. Consult with **ENGINEER** in advance of scheduled major tests, inspections or start of important phases of the Work.
- c. Draft proposed Change Orders and Work Directive Changes obtaining backup material from **CONTRACTOR** and recommend to **ENGINEER** Change Orders, Work Directive Changes and Field Orders.
- d. Report immediately to **ENGINEER** and **OWNER** upon the occurrence of any accident.

10. Payment Requests:

Review applications for payment with **CONTRACTOR** for compliance with the established procedure for their submission and forward with recommendations **ENGINEER**, noting particularly the relationship of the payment requested to the schedule of values. Work completed and materials and equipment delivered at the site but not incorporated in the Work.

11. Certificates, Maintenance and Operation Manuals:

During the course of the work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by **CONTRACTOR** are applicable to the items actually installed and in accordance with the Contract documents, and have this material delivered to **ENGINEER** for review and forwarding to **OWNER** prior to final payment for the WORK.

12. Completion:

- a. When **CONTRACTOR** nears completion of work, submit to **CONTRACTOR** a list of observed items requiring completion or correction.
- b. Conduct final inspection in the company of **ENGINEER/OWNER** and **CONTRACTOR** and prepare a final list of items to be completed or corrected.
- c. Observe that all items on final list have been completed or corrected and make recommendations to **ENGINEER** concerning acceptance.

C. Limitations of Authority Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by **ENGINEER**.
2. Shall not exceed limitations of **ENGINEER'S** authority as set forth in the Contract Documents.
3. Shall not undertake any of the responsibilities of **CONTRACTOR**, subcontractors or **CONTRACTOR'S** superintendent.

4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, techniques, sequences or procedures of construction unless such advise or directions are specifically required by the Contract Documents.

5. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.

6. Shall not accept Shop Drawing or sample submittals from anyone other than **CONTRACTOR**.

7. Shall not authorize **OWNER** to occupy the Project in whole or in part.

8. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by **ENGINEER**.

SECTION 5

SECTION 5
GENERAL PROVISIONS & INSURANCE REQUIREMENTS
TABLE OF CONTENTS

General ProvisionsSec 5.0

Schedule of Insurance Requirements Exhibit GR-ASec 5.1

GENERAL PROVISIONS

SECTION FIVE

The General Provisions of the Contract shall be as listed in the South Carolina State Highway Division, Standard Specifications for Highway Construction, Edition of 2007, Section 100 General Provisions, Sections 101 - 109.08 inclusive, except as noted & amended elsewhere herein.

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SCHEDULE OF INSURANCE REQUIREMENTS
PART A - LIABILITY INSURANCE

The limits for the liability insurance required by Paragraph 11.1B of the General Conditions shall provide coverages for not less than the following amounts or greater where required by law or regulations.

All liability insurance shall remain in effect until final payment and at all times thereafter when the **CONTRACTOR** may be correcting, removing or replacing defective Work. In addition, **CONTRACTOR** shall maintain completed operations insurance for at least two years after final payment and furnish owner with evidence on continuation of such insurance at final payment and one year thereafter.

Workers Compensation and Employers Liability

State:	Statutory
Applicable Federal (e.g. Longshoreman's)	Statutory
Employers Liability	\$100,000.00

Comprehensive General Liability

Coverage shall include:

Comprehensive Form; Premises-operations; explosion and Collapse Hazard (X/C); Underground Hazard (U); Products Liability and Complete Operations; Broad Form Property Damage; Independent Contractors; and Personal Injury, in amount of coverage set forth below:

Bodily Injury \$ 300,000.00 per person, \$500,000.00 per occurrence
Property Damage \$100,000.00 per occurrence
Combined single limit of: \$1,000,000

Comprehensive Automobile Liability

Bodily Injury and Property Damage shall be provided in the amount of coverage set forth above for Comprehensive General Liability.

Contract Liability

Contractual Liability shall be provided for the coverage and in the amount of coverage set forth above for Comprehensive General Liability

Additional Liability

Additional Liability coverage for **OWNER, ENGINEER & SCDOT** shall be provided either:

(a) By endorsement as additional insures on **CONTRACTOR'S** General Liability Policy, or

(b) By issue of a separate Protective Liability Policy covering **OWNER, ENGINEER & SCDOT** for the coverage and in the amount of coverage set forth above for General Liability.

PART B - PROPERTY INSURANCE

All property insurance shall remain in effect until final payment.

Builders Risk

Coverage shall include: "all-risk" form; fire; extended coverage; and theft. Coverage amount shall be indicated:

The full insurable value of the Work at the Contract Price shall be in form of complete value.

Boiler and Machinery

Object to be Insured: NONE

Limits: Not Applicable

SECTION 6

SECTION 6

SPECIAL PROVISIONS

2018 COUNTY ROAD RESURFACING

1. **The ENGINEER shall verify the amount of work completed on the above referenced projects with the CONTRACTOR before Progress Payments are issued.**
2. **There shall be no pre-qualifications of the Bidders.**
3. **Progress and Shop Drawing Schedules**

Before starting construction the **CONTRACTOR** shall be required to submit a base line project schedule and shop drawings as follows:

- A. Before commencement of work the **CONTRACTOR** shall submit either a computerized schedule in an approved tracking format of the work necessary to complete the project to the **ENGINEER** for review at the time of the preconstruction meeting **OR** a complete construction narrative describing all elements the work including durations and resources necessary for the successful and timely completion of the project. The computerized software if used, will be Microsoft Project, SureTrac/Primavera or equal. The schedule shall be a form approved by the **ENGINEER** indicating the estimated start time and end dates of each major item or phase of the work.
- B. Monthly progress schedule updates are required and may be a bar chart of type acceptable to the **ENGINEER** as to form and substance or a narrative. All costs for furnishing and updating the progress schedule shall be included in the price bid for the various Pay Items scheduled in the Bid Document.
- C. The **CONTRACTOR** shall also submit to the **ENGINEER** a schedule of Shop Drawing submissions for all fabricated materials which are to be incorporated into permanent construction and which are not furnished by the County. Such Detail drawings shall become property of the County.
- D. Failure to provide timely updates and shop drawings may result in the withholding of progress payments.

4. **Progress and Job-Site Meetings**

- A. A **mandatory** Construction Progress Meeting attended by the **CONTRACTOR** and **ENGINEER** will be conducted two weeks after the Notice To Proceed has been issued to the **CONTRACTOR**, followed by **semi-monthly (twice a month)** progress meetings. The meeting time and place will be determined at the Preconstruction meeting prior to the start of construction.

5. **Survey and Stakeouts**

- A. The **CONTRACTOR** shall do all surveying and stakeout work required to construct all elements of the Project as stated in the **Supplemental Conditions, Section 104** of the Contract Documents. The **CONTRACTOR** is responsible for the accuracy of all survey and stakeout work including verification of existing reference points. The **CONTRACTOR** shall furnish any copies of survey notes requested by the **ENGINEER**. This work shall include finish grade and offset stakes, to be set throughout the project and shall be provided by the **CONTRACTOR's** Land Surveyor.

6. **Supervision and Superintendence**

The work and the work site shall be under the direct charge and direction of the **CONTRACTOR**. The **CONTRACTOR** shall give sufficient superintendence to the Work, using the best skill and attention. The **CONTRACTOR** shall at all times keep on the site, during its progress, a necessary Forepersons and Assistants, all satisfactory to the **ENGINEER**. The Superintendent shall represent and have full authority to act for the **CONTRACTOR** in the latter's absence, and the directions given to the Superintendent shall be as binding as though given to the **CONTRACTOR**. The same shall apply to the Forepersons during the absence of both the **CONTRACTOR** and the Superintendent. The Superintendent shall not be changed during the performance of the Work covered by the Contract Documents except with written consent of the **ENGINEER** unless the Superintendent proves to be unsatisfactory to the **CONTRACTOR** and ceases to be in its employ.

- A. Should the **ENGINEER**, at any time, give notice in writing to the **CONTRACTOR** or its representative on the Work that any employee is insolent, disorderly, careless, unobservant of the instructions, dishonest, or in any way a detriment to the satisfactory progress of the Work, such employee shall at once be removed from the Project and not again be allowed to engage in any part of the Work.
- B. The **CONTRACTOR** shall be required to organize, manage, and supervise its own work and to coordinate the work of its subcontractors. On all multi-contract projects, all prime contractors shall be required to organize, manage, and supervise their own work. On all multi-contract projects, all prime contractors shall cooperate with the County and other prime contractors in the overall coordination and supervision of the project.

7. **Construction Notes - All Referenced Roads**

- A. **CONTRACTOR** to contract all utility companies before any work commences. Verify utilities within project area.
- B. All work shall conform to the applicable Federal, State, and Local requirements and codes.
- C. Temporary control of storm water drainage shall be the responsibility of the general contractor, and shall be maintained through out the period of the construction.
- D. All traffic control devices shall be in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways, Edition 2009 & current SCDOT Standard Drawings for Work Zone Traffic Control Requirements.
- E. In the event of a conflict with a sewer, water, drainage, or other utility lines or services, the **CONTRACTOR** shall coordinate with the affected utility and the **ENGINEER** and shall field adjust as directed.
- F. Any utilities that are damaged and are not to be removed shall be paid for or replaced at the **CONTRACTOR'S** expense.
- G. Location, existence, or non-existence of any utility does not constitute responsibility of the **ENGINEER**.
- H. The location of any shown utilities is approximate.
- I. All watercourse ditch excavation quantities will be monitored by the **ENGINEER**.

8. **Control & Acceptance of Hot Laid Asphalt for Beaufort County Road Projects Under Current SCDOT Standard Specifications. Mix designs must have current SCDOT approved standards.**

- A. Field inspection which includes placement, temp., tickets, etc.
- B. Testing at plant (outside agency), including nuclear density along the road at randomly selected locations by the **ENGINEER**.
- C. Asphalt cores shall be obtained by outside agencies.

9. **Existing Water Location**

CONTRACTOR to coordinate existing water main location with the following agency. Beaufort Jasper Water & Sewer Authority – 987-9220.

10. **Other Pertinent Utility Agencies For This Contract**

- A. PEC
- B. Time Warner
- C. Century Link
- D. SCE&G
- E. Hargray

11. **Maintenance and Maintaining Traffic**

- A. Unless otherwise provided, an existing road while undergoing improvements shall be kept open to all traffic by the **CONTRACTOR**. The **CONTRACTOR** will be required, without direct compensation, to maintain in good condition and satisfactory to the **ENGINEER**, the entire section or sections of highway, within the limits of the contract from the time he first begins work until all work has been completed and accepted.

12. **Material Testing**

- A. Successful Contractor will be responsible for all materials testing.

SECTION 7

SECTION 7 - TECHNICAL SPECIFICATIONS

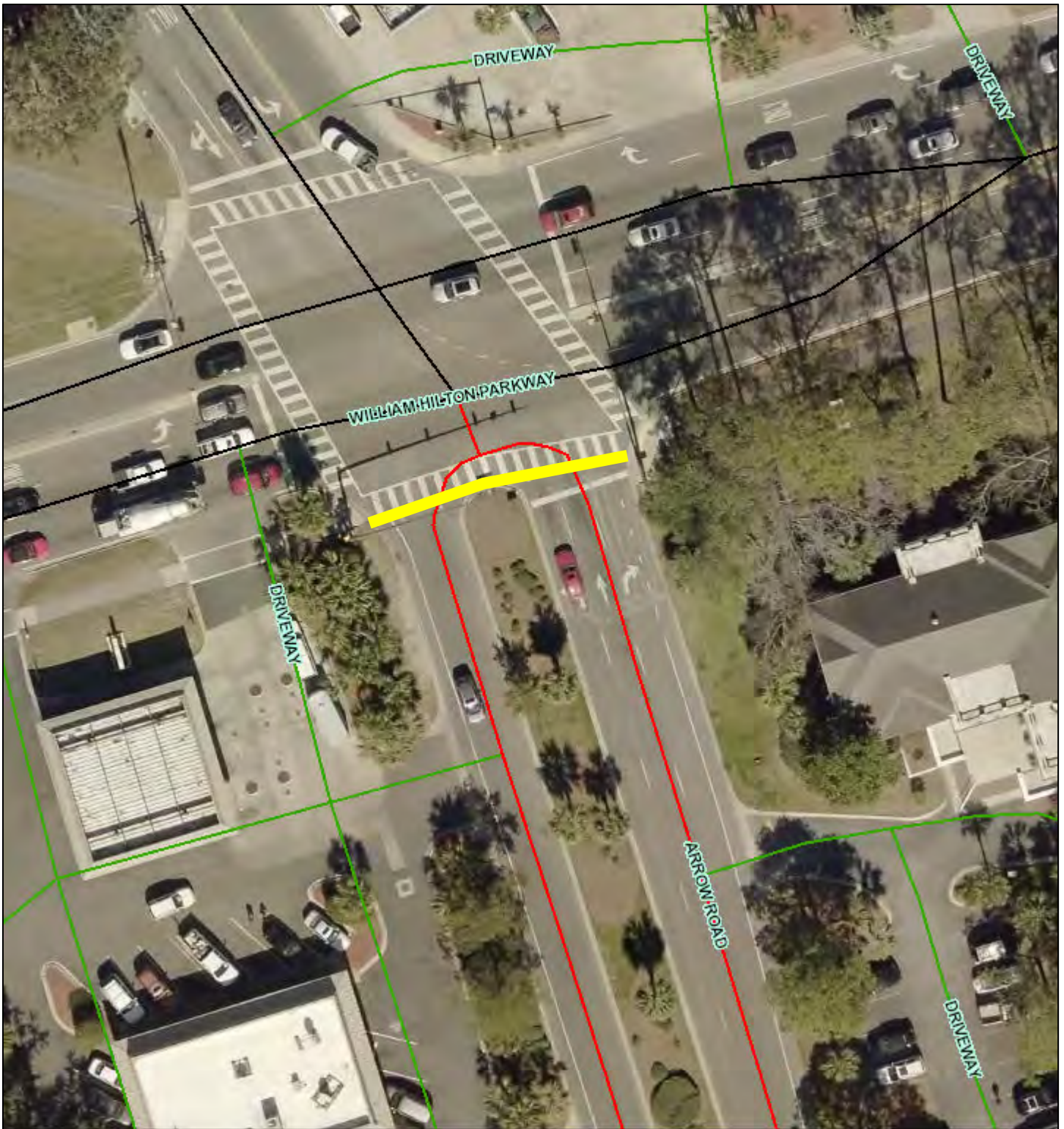
TECHNICAL REQUIREMENTS FOR 2018 COUNTY ROAD ROAD RESURFACING

All Technical Specifications for this project will be in accordance with the South Carolina Department of Transportation Standard Specifications for Highway Construction, Edition of 2007, and any modifications identified in the bid documents and bid plan sheets.

All Traffic Control Technical Specifications for this will be in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways, Edition 2009 & current SCDOT Standard Drawings for Work Zone Traffic Control Requirements, and any modifications identified in the bid documents and bid plan sheets.

EXHIBIT ILLUSTRATIONS

Arrow at W. Hilton Pkwy

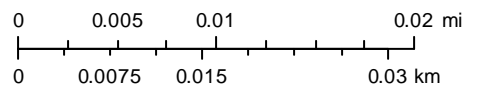


November 29, 2017

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Road Classifications

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	COUNTY, PAVED		MUNICIPAL, UNPAVED
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Beach City at Traffic Circle Extensions

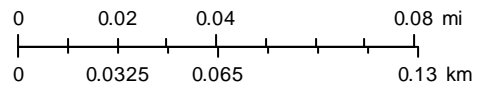


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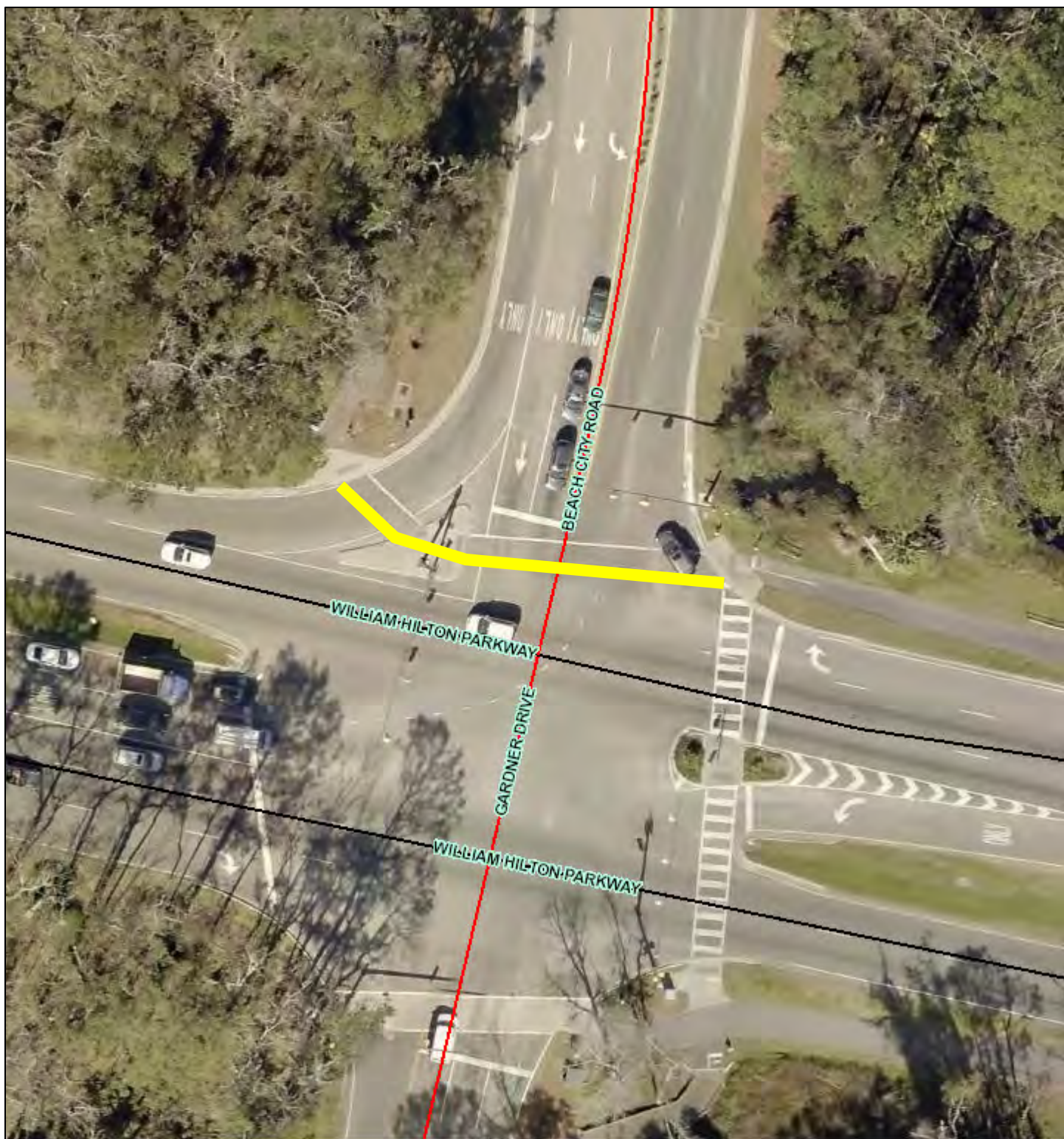
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Beach City @ W. Hilton Pkwy



November 29, 2017

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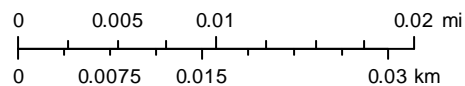
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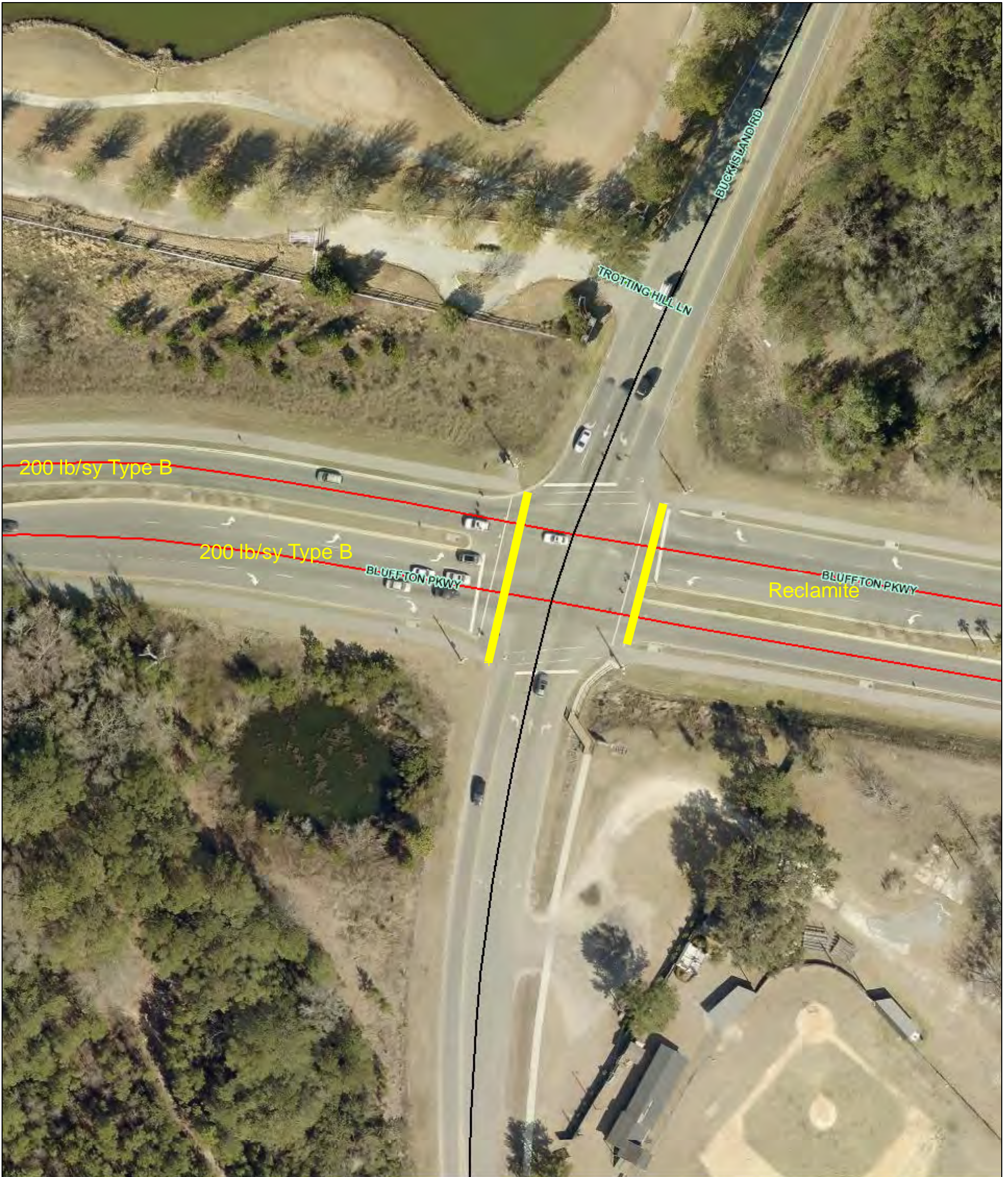
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Bluffton Pkwy at Buck Island

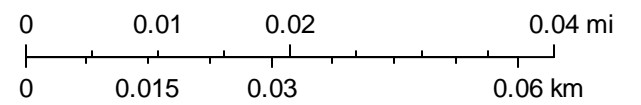


December 7, 2017

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Bluffton Pkwy at Hampton Pkwy

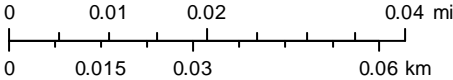


November 29, 2017

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Bluffton Pkwy at Innovation

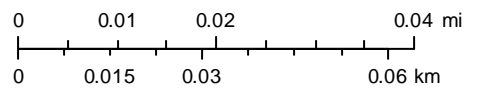


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Bluffton Pkwy at Masters Way

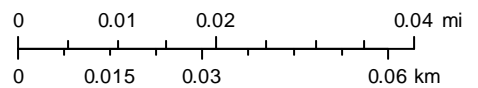


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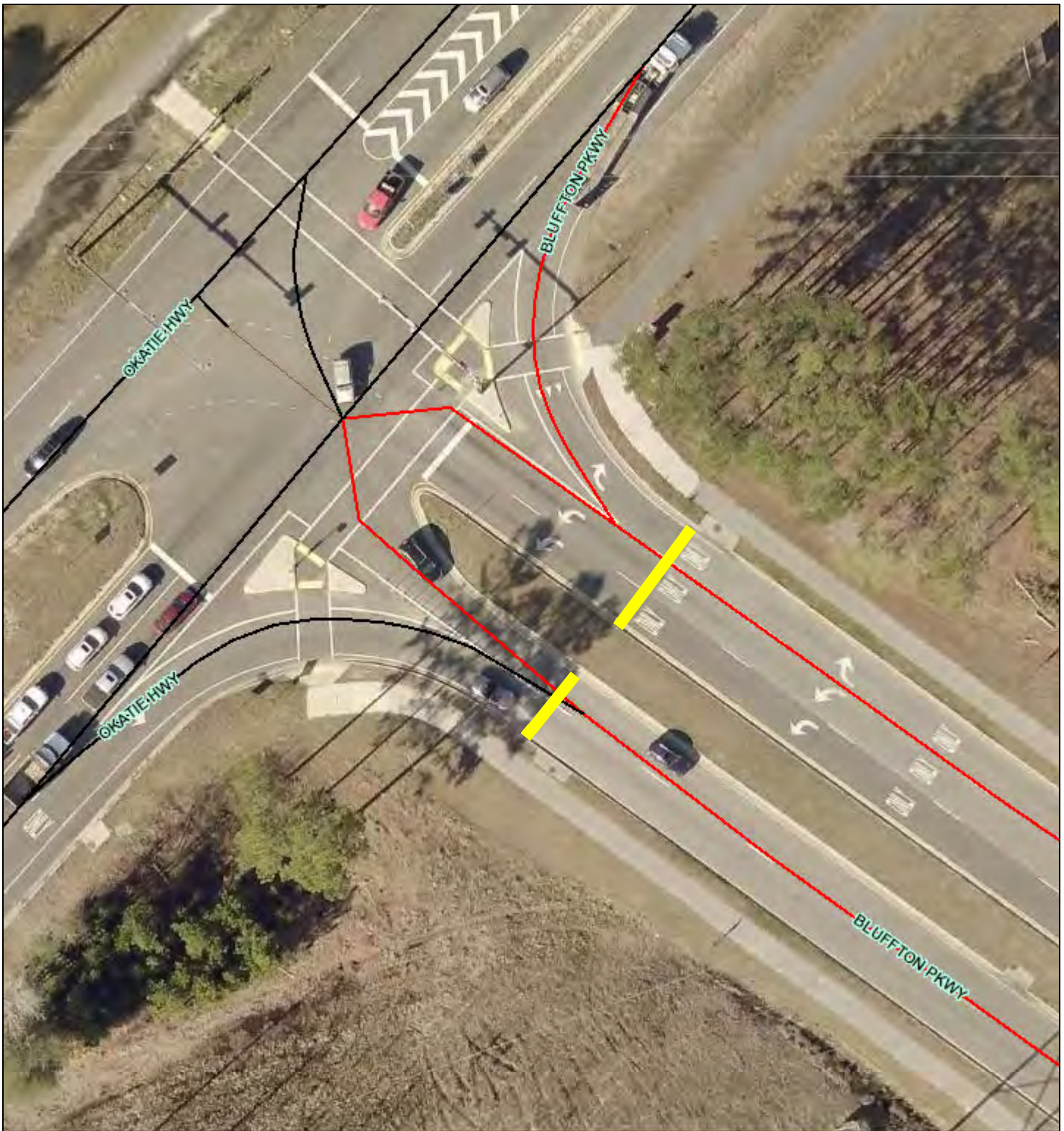
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Bluffton Pkwy at Okatie Hwy

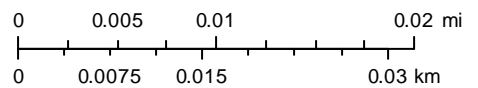


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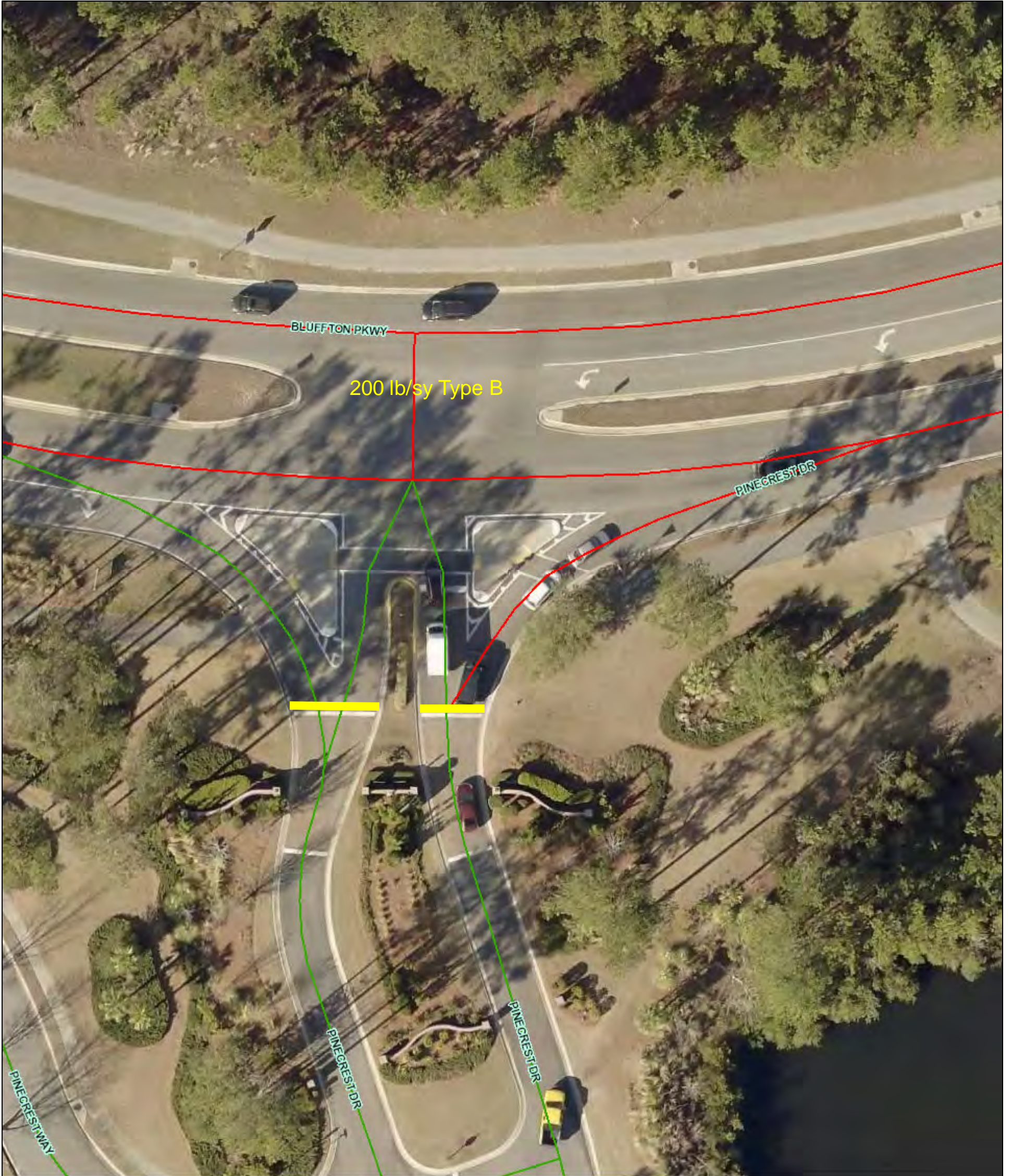
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	PRIVATE, PAVED		MILITARY / UNPAVED



Bluffton Pkwy at Pinecrest

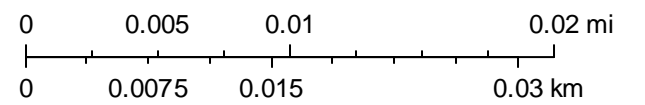


December 7, 2017

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Bluffton Pkwy at Simmonsville

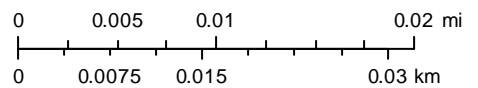


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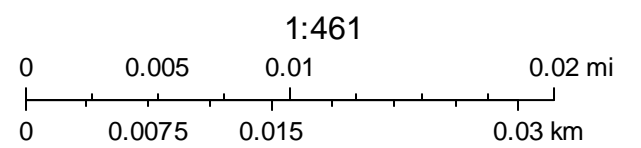
Bluffton Pkwy at Trotting Hill



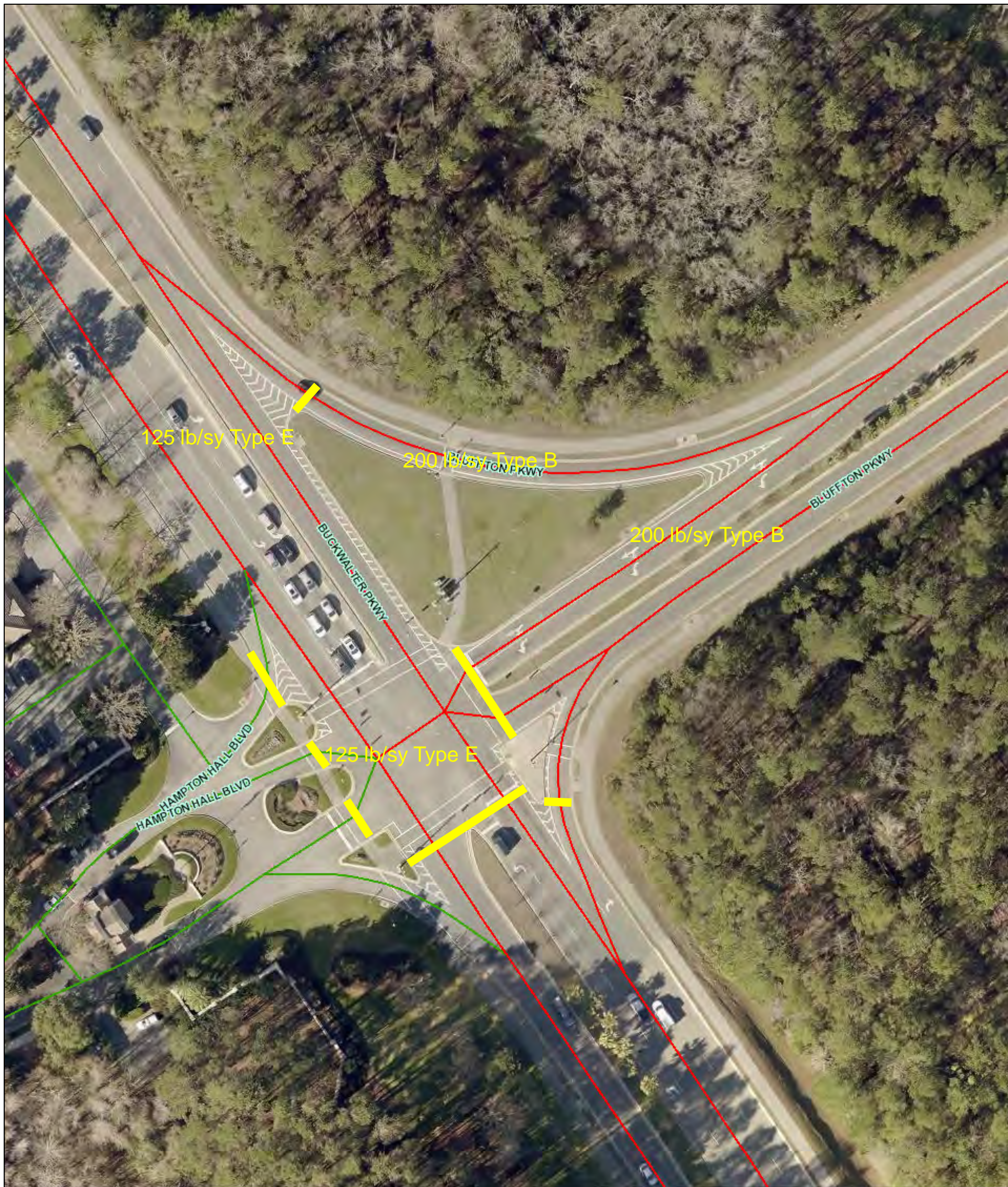
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Buckwalter at Bluffton Pkwy

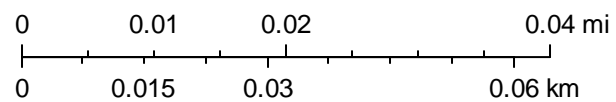


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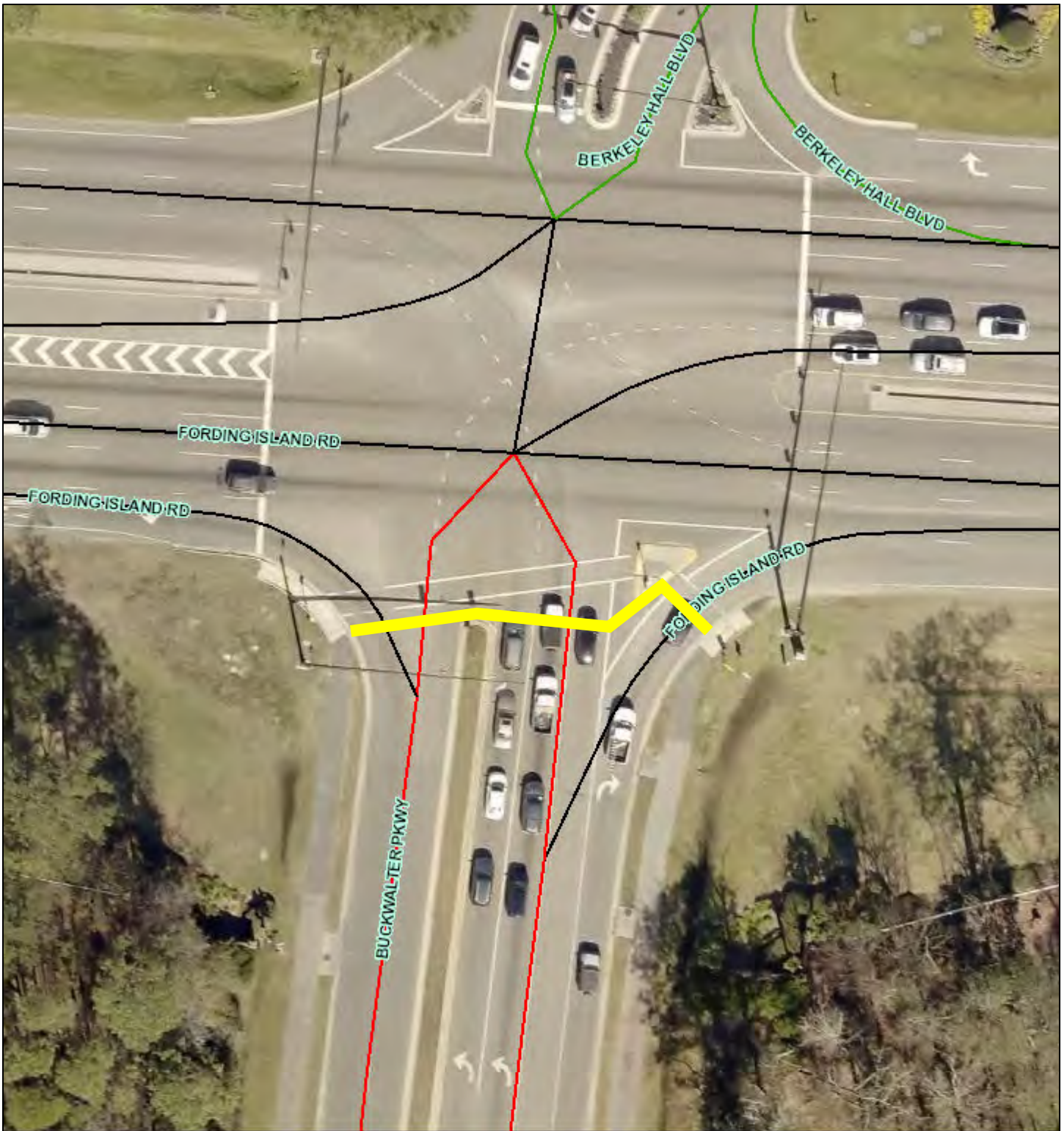
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- MILITARY / UNPAVED

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Buckwalter at Fording Island



November 29, 2017

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Road Classifications

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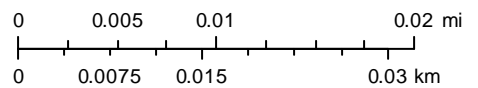
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— MUNICIPAL, PAVED

--- MUNICIPAL, UNPAVED

— MILITARY / PAVED

--- MILITARY / UNPAVED



Buckwalter at Towne Blvd

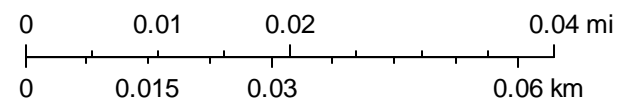


December 7, 2017

Road Classifications

- <all other values>
- STATE, PAVED
- STATE, UNPAVED
- COUNTY, PAVED
- COUNTY, UNPAVED
- PRIVATE, PAVED
- PRIVATE, UNPAVED
- PRIVATE, UNDETERMINED
- MUNICIPAL, PAVED
- MUNICIPAL, UNPAVED
- MILITARY / PAVED
- MILITARY / UNPAVED

1:922



Leg O Mutton at Gardner

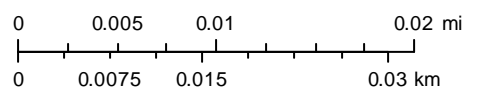


November 29, 2017

1:614

Road Classifications

—	<all other values>	---	PRIVATE, UNPAVED
—	STATE, PAVED	---	PRIVATE, UNDETERMINED
---	STATE, UNPAVED	---	MUNICIPAL, PAVED
---	COUNTY, PAVED	---	MUNICIPAL, UNPAVED
---	COUNTY, UNPAVED	---	MILITARY / PAVED
---	PRIVATE, PAVED	---	MILITARY / UNPAVED















Leg O Mutton at Marshland

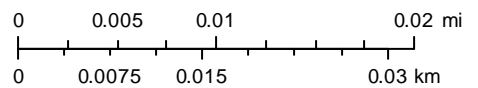


November 29, 2017

1:614

Road Classifications

	<all other values>		PRIVATE, UNPAVED
	STATE, PAVED		PRIVATE, UNDETERMINED
	STATE, UNPAVED		MUNICIPAL, PAVED
	COUNTY, PAVED		MUNICIPAL, UNPAVED
	COUNTY, UNPAVED		MILITARY / PAVED
	PRIVATE, PAVED		MILITARY / UNPAVED



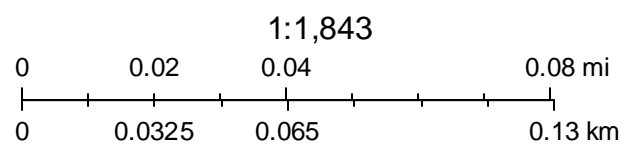
Bluffton Pkwy at Malphrus



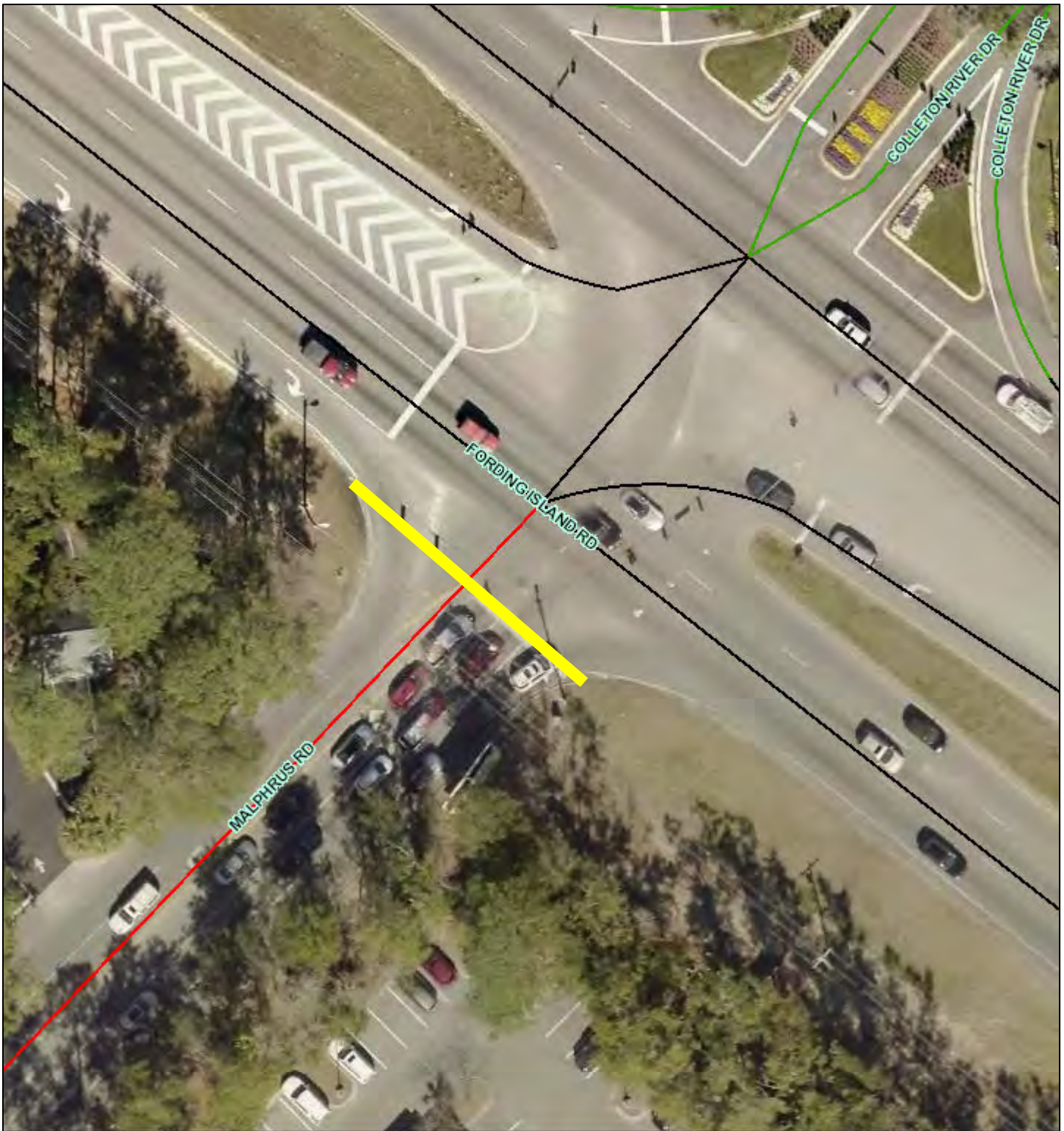
December 7, 2017

Road Classifications

- <all other values>
- STATE, PAVED
- STATE, UNPAVED
- COUNTY, PAVED
- - - COUNTY, UNPAVED
- PRIVATE, PAVED
- - - PRIVATE, UNPAVED
- PRIVATE, UNDETERMINED
- MUNICIPAL, PAVED
- - - MUNICIPAL, UNPAVED
- MILITARY / PAVED
- - - MILITARY / UNPAVED



Malphrus at Fording Island

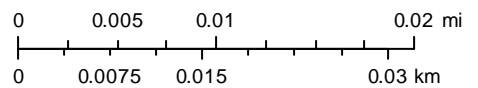


November 29, 2017

1:614

Road Classifications

	<all other values>		PRIVATE, UNPAVED
	STATE, PAVED		PRIVATE, UNDETERMINED
	STATE, UNPAVED		MUNICIPAL, PAVED
	COUNTY, PAVED		MUNICIPAL, UNPAVED
	COUNTY, UNPAVED		MILITARY / PAVED
	PRIVATE, PAVED		MILITARY / UNPAVED



Malphrus at Foreman Hill Terminus

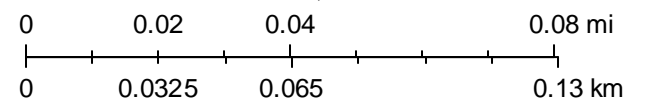


December 27, 2017

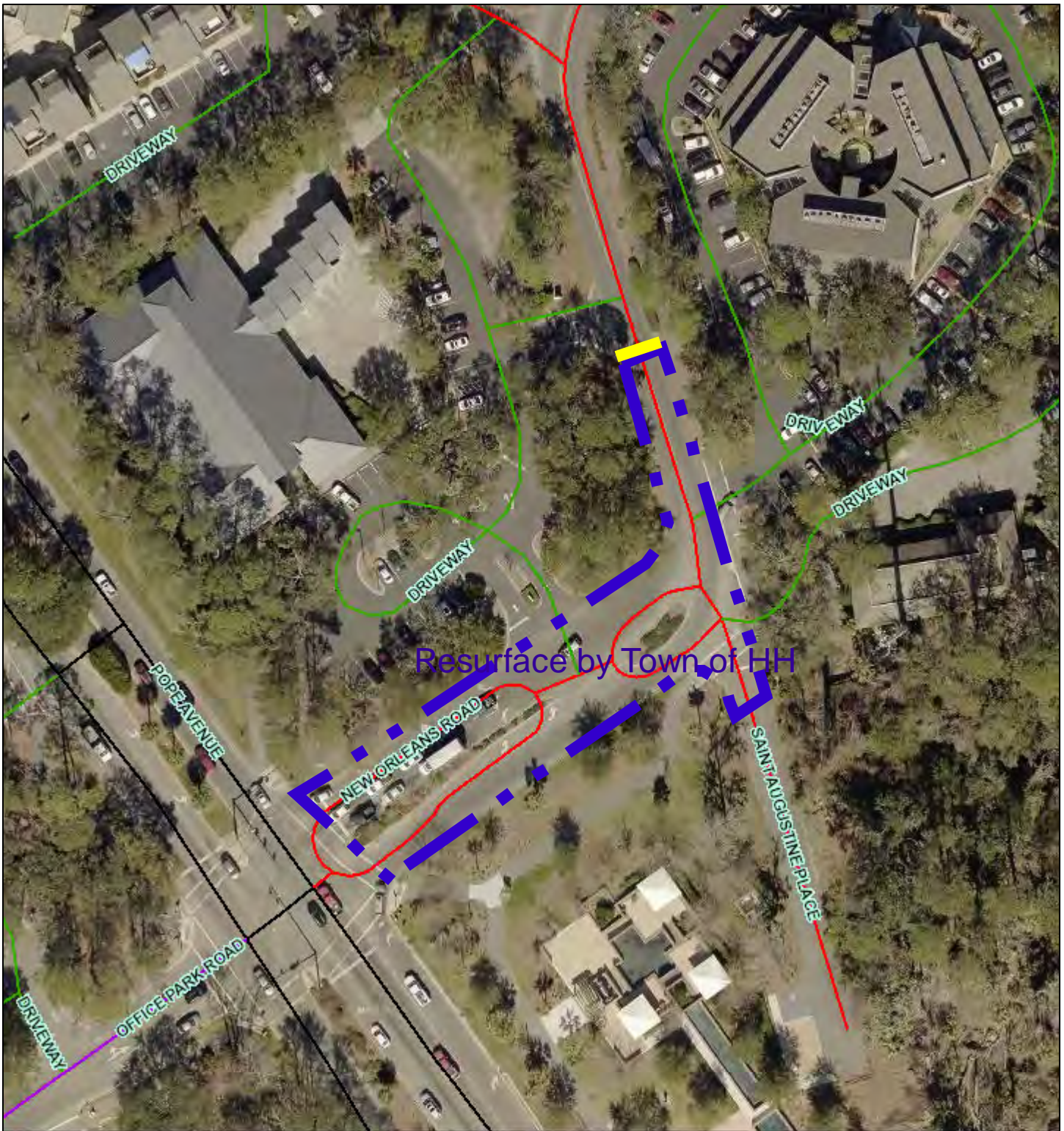
Road Classifications

- <all other values>
- STATE, PAVED
- STATE, UNPAVED
- COUNTY, PAVED
- - - COUNTY, UNPAVED
- PRIVATE, PAVED
- - - PRIVATE, UNPAVED
- PRIVATE, UNDETERMINED
- MUNICIPAL, PAVED
- - - MUNICIPAL, UNPAVED
- MILITARY / PAVED
- - - MILITARY / UNPAVED

1:1,843















New Orleans - 400' +/- from Pope

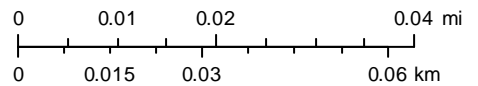


December 4, 2017

1:1,229

Road Classifications

- | | | | |
|-------------------------------------------------------------------------------------|--------------------|-------------------------------------------------------------------------------------|-----------------------|
|  | <all other values> |  | PRIVATE, UNPAVED |
|  | STATE, PAVED |  | PRIVATE, UNDETERMINED |
|  | STATE, UNPAVED |  | MUNICIPAL, PAVED |
|  | COUNTY, PAVED |  | MUNICIPAL, UNPAVED |
|  | COUNTY, UNPAVED |  | MILITARY / PAVED |
|  | PRIVATE, PAVED |  | MILITARY / UNPAVED |



New Orleans at Corpus Christi

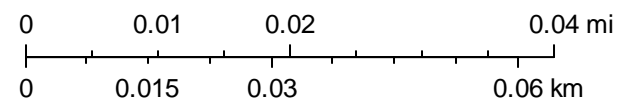


December 6, 2017

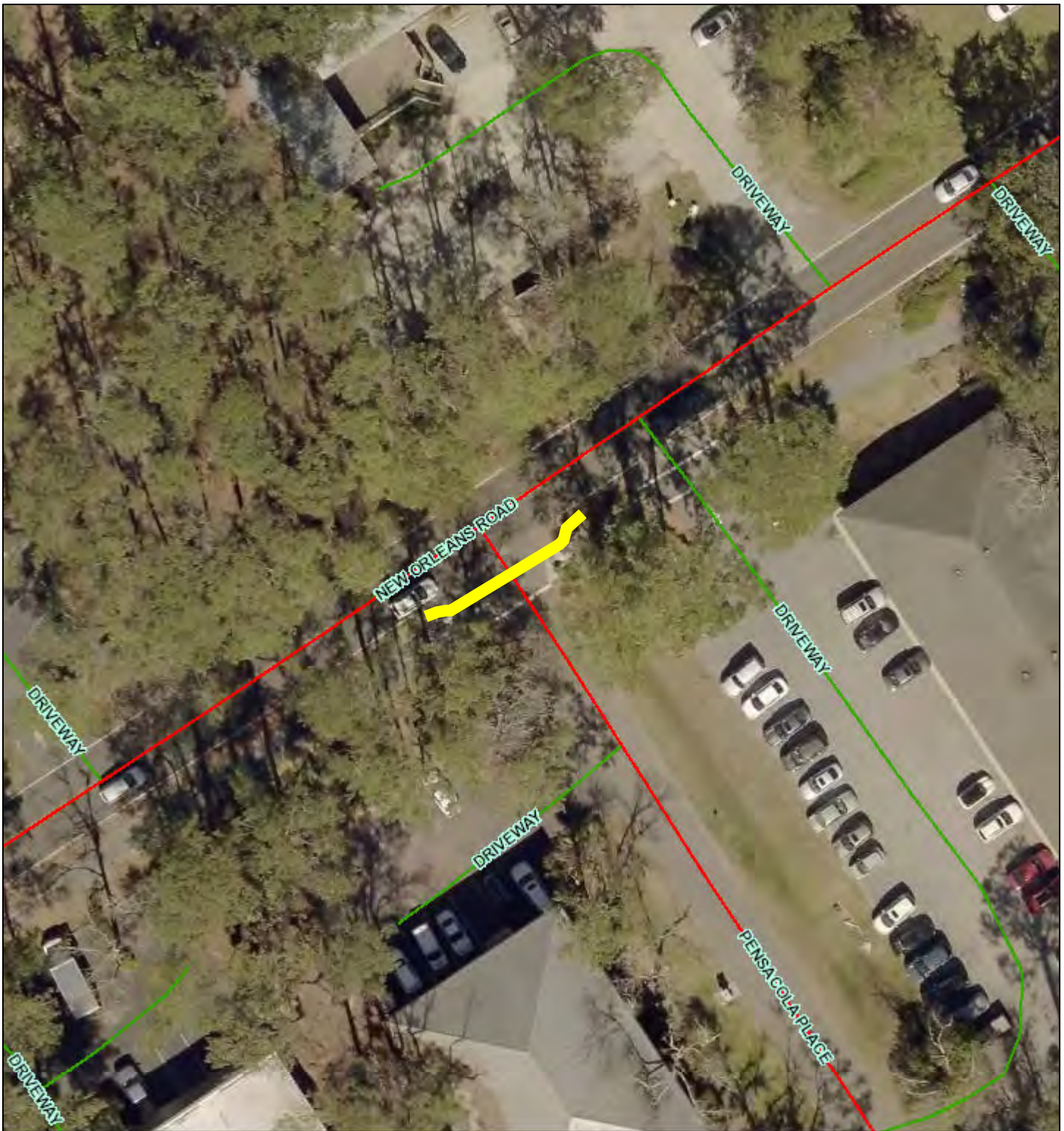
Road Classifications

- <all other values>
- STATE, PAVED
- STATE, UNPAVED
- COUNTY, PAVED
- COUNTY, UNPAVED
- PRIVATE, PAVED
- PRIVATE, UNPAVED
- PRIVATE, UNDETERMINED
- MUNICIPAL, PAVED
- MUNICIPAL, UNPAVED
- MILITARY / PAVED
- MILITARY / UNPAVED

1:922















New Orleans at Pensacola Place

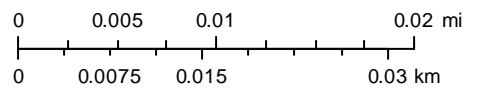


December 4, 2017

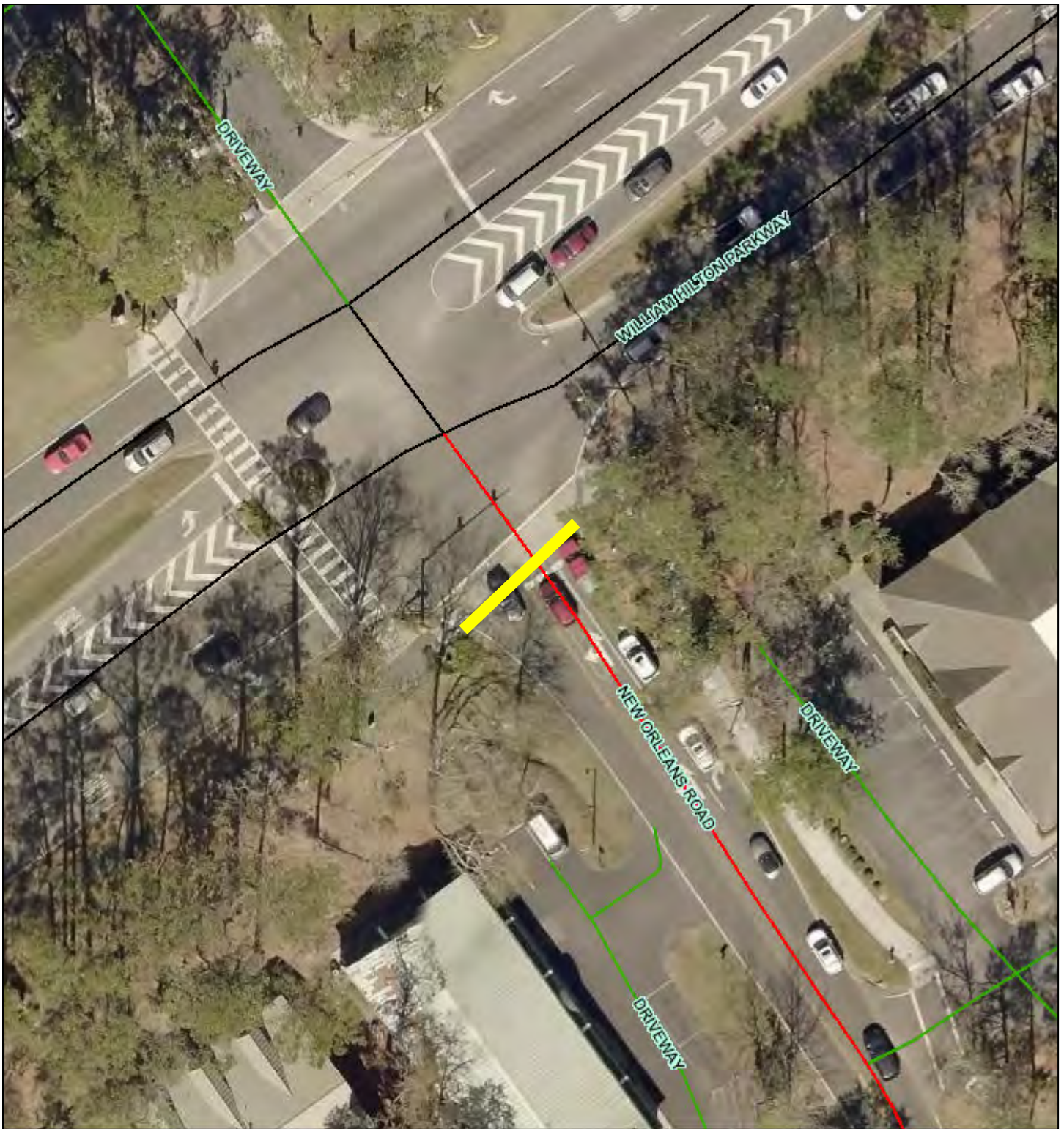
1:614

Road Classifications

	<all other values>		PRIVATE, UNPAVED
	STATE, PAVED		PRIVATE, UNDETERMINED
	STATE, UNPAVED		MUNICIPAL, PAVED
	COUNTY, PAVED		MUNICIPAL, UNPAVED
	COUNTY, UNPAVED		MILITARY / PAVED
	PRIVATE, PAVED		MILITARY / UNPAVED















New Orleans at W. Hilton Pkwy

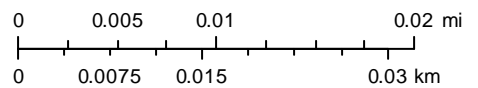


November 29, 2017

1:614

Road Classifications

	<all other values>		PRIVATE, UNPAVED
	STATE, PAVED		PRIVATE, UNDETERMINED
	STATE, UNPAVED		MUNICIPAL, PAVED
	COUNTY, PAVED		MUNICIPAL, UNPAVED
	COUNTY, UNPAVED		MILITARY / PAVED
	PRIVATE, PAVED		MILITARY / UNPAVED



Pembroke at Indigo Traffic Circle



November 29, 2017

1:614

Road Classifications

— <all other values>

— STATE, PAVED

--- STATE, UNPAVED

— COUNTY, PAVED

--- COUNTY, UNPAVED

— PRIVATE, PAVED

--- PRIVATE, UNPAVED

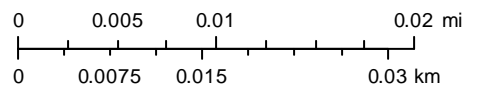
--- PRIVATE, UNDETERMINED

— MUNICIPAL, PAVED

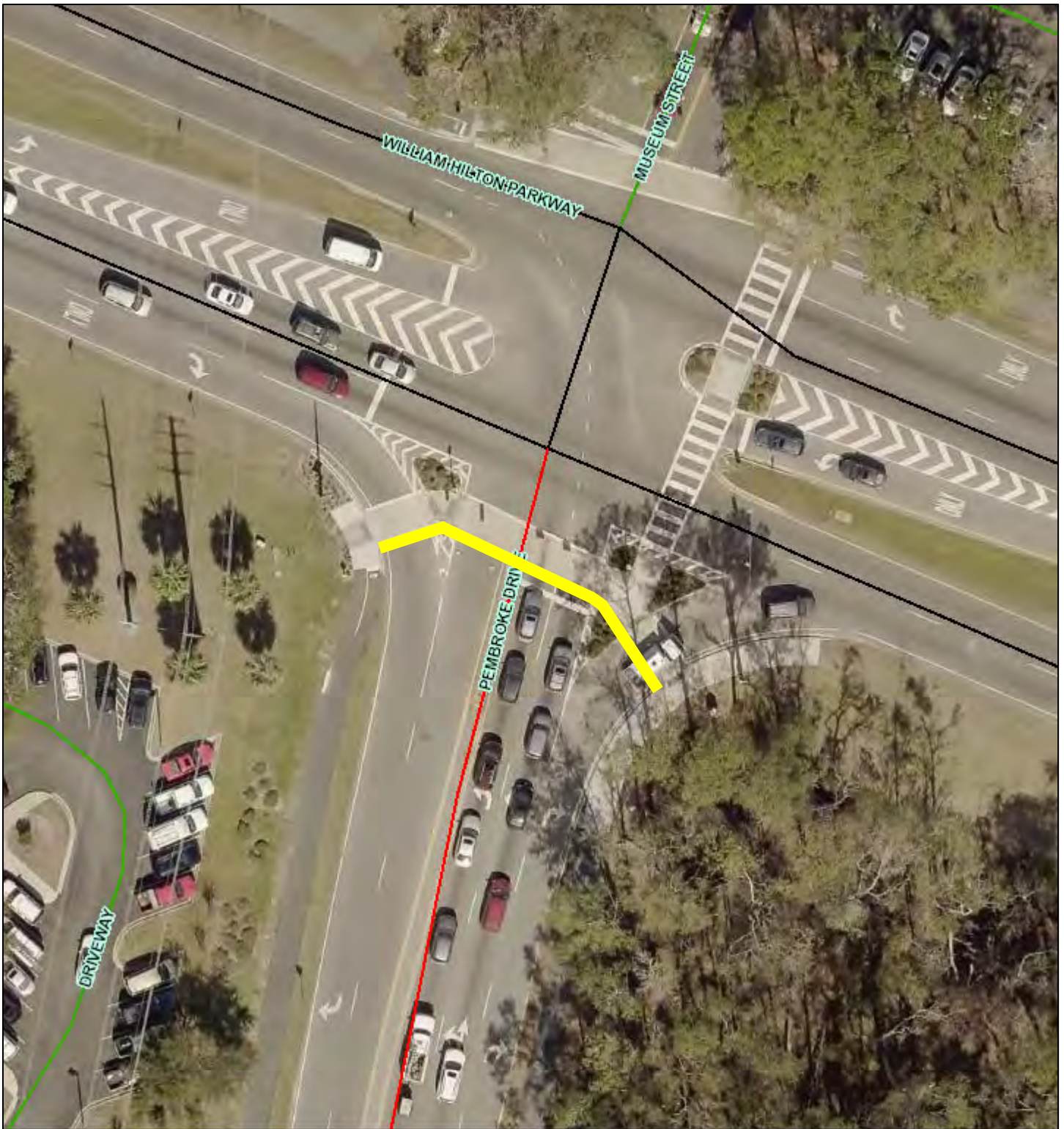
--- MUNICIPAL, UNPAVED

— MILITARY / PAVED

--- MILITARY / UNPAVED



Pembroke at W. Hilton Pkwy



November 29, 2017

1:614

Road Classifications

— <all other values>

— STATE, PAVED

--- STATE, UNPAVED

— COUNTY, PAVED

--- COUNTY, UNPAVED

— PRIVATE, PAVED

--- PRIVATE, UNPAVED

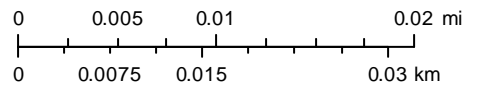
— PRIVATE, UNDETERMINED

— MUNICIPAL, PAVED

--- MUNICIPAL, UNPAVED

— MILITARY / PAVED

--- MILITARY / UNPAVED



Red Cedar at Bluffton Pkwy



November 29, 2017

1:1,229

Road Classifications

— <all other values>

— STATE, PAVED

--- STATE, UNPAVED

— COUNTY, PAVED

--- COUNTY, UNPAVED

— PRIVATE, PAVED

--- PRIVATE, UNPAVED

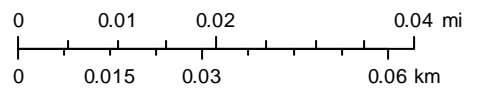
--- PRIVATE, UNDETERMINED

— MUNICIPAL, PAVED

--- MUNICIPAL, UNPAVED

— MILITARY / PAVED

--- MILITARY / UNPAVED



Red Cedar at Red Cedar

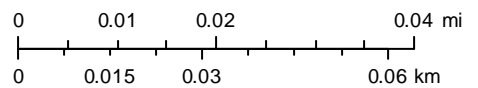


November 29, 2017

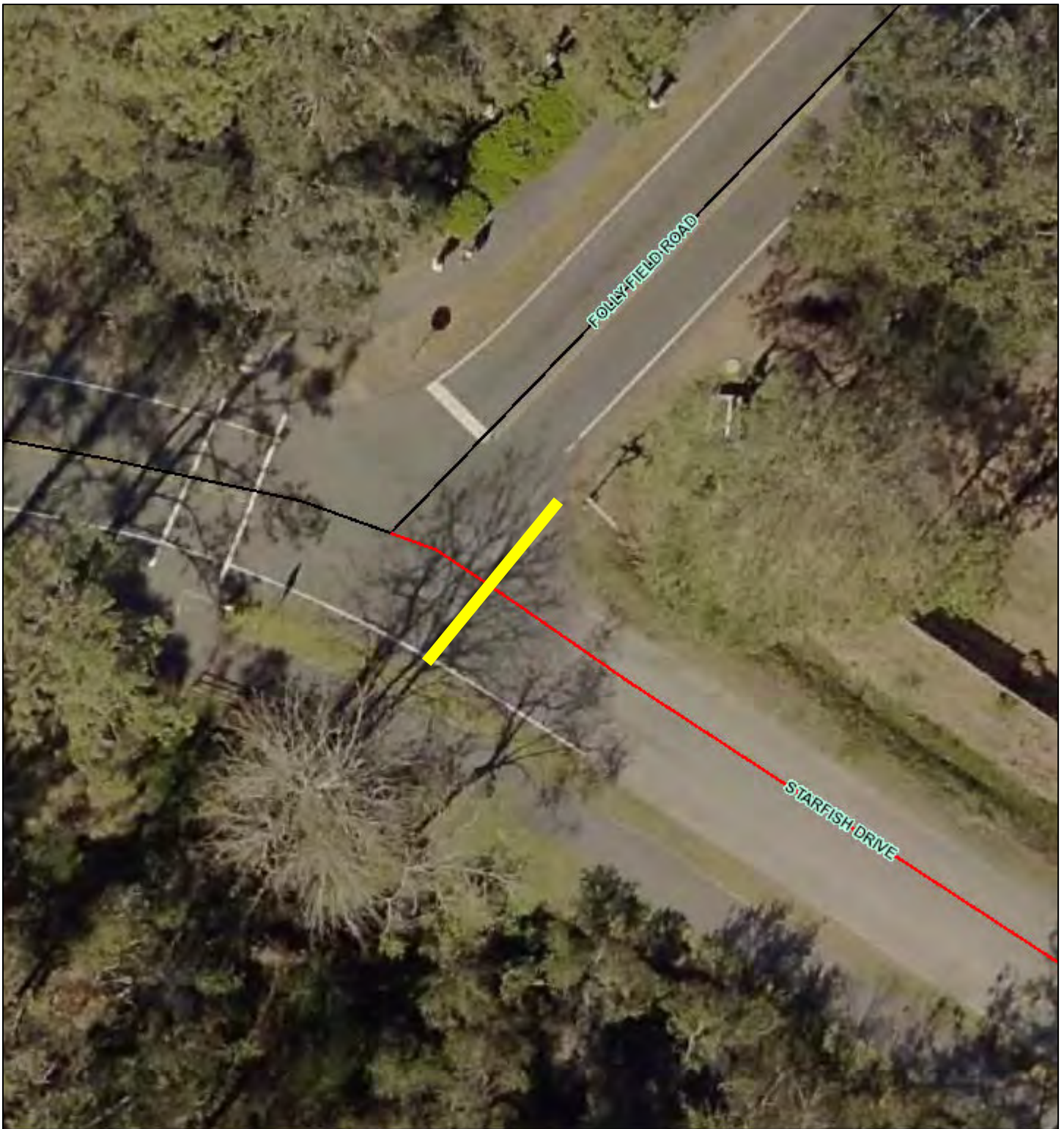
1:1,229

Road Classifications

- | | |
|----------------------|---------------------------|
| — <all other values> | --- PRIVATE, UNPAVED |
| — STATE, PAVED | --- PRIVATE, UNDETERMINED |
| --- STATE, UNPAVED | --- MUNICIPAL, PAVED |
| — COUNTY, PAVED | --- MUNICIPAL, UNPAVED |
| --- COUNTY, UNPAVED | --- MILITARY / PAVED |
| — PRIVATE, PAVED | --- MILITARY / UNPAVED |















Starfish at Folly Field

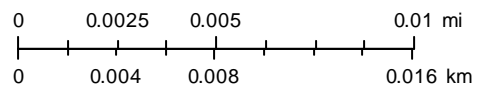


November 29, 2017

1:307

Road Classifications

	<all other values>		PRIVATE, UNPAVED
	STATE, PAVED		PRIVATE, UNDETERMINED
	STATE, UNPAVED		MUNICIPAL, PAVED
	COUNTY, PAVED		MUNICIPAL, UNPAVED
	COUNTY, UNPAVED		MILITARY / PAVED
	PRIVATE, PAVED		MILITARY / UNPAVED



Starfish at Sand Dollar



November 29, 2017

1:614

Road Classifications

— <all other values>

— STATE, PAVED

--- STATE, UNPAVED

— COUNTY, PAVED

--- COUNTY, UNPAVED

— PRIVATE, PAVED

--- PRIVATE, UNPAVED

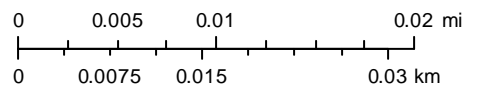
--- PRIVATE, UNDETERMINED

— MUNICIPAL, PAVED

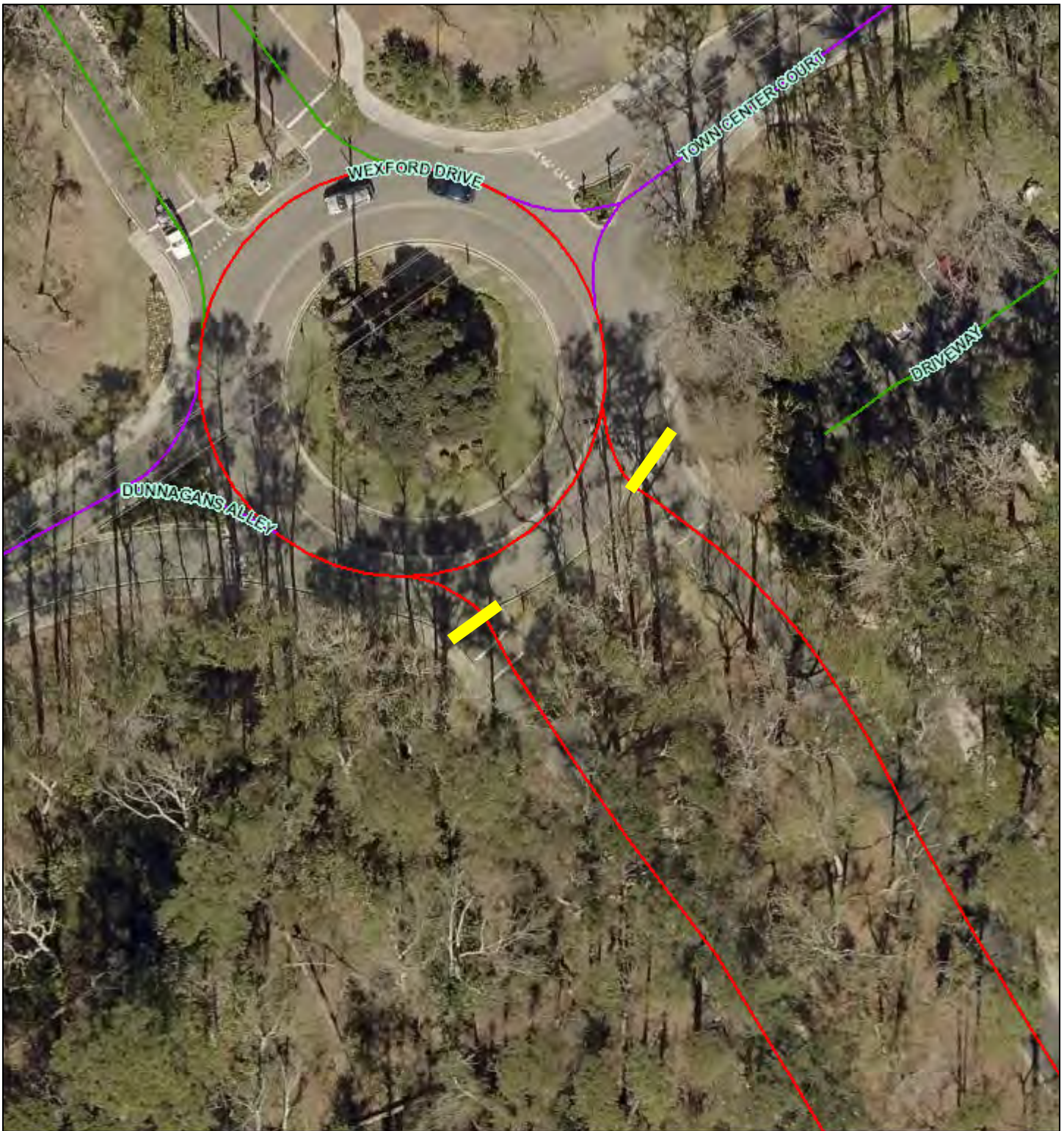
--- MUNICIPAL, UNPAVED

— MILITARY / PAVED

--- MILITARY / UNPAVED



Wexford at traffic circle

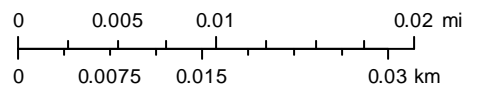


November 29, 2017

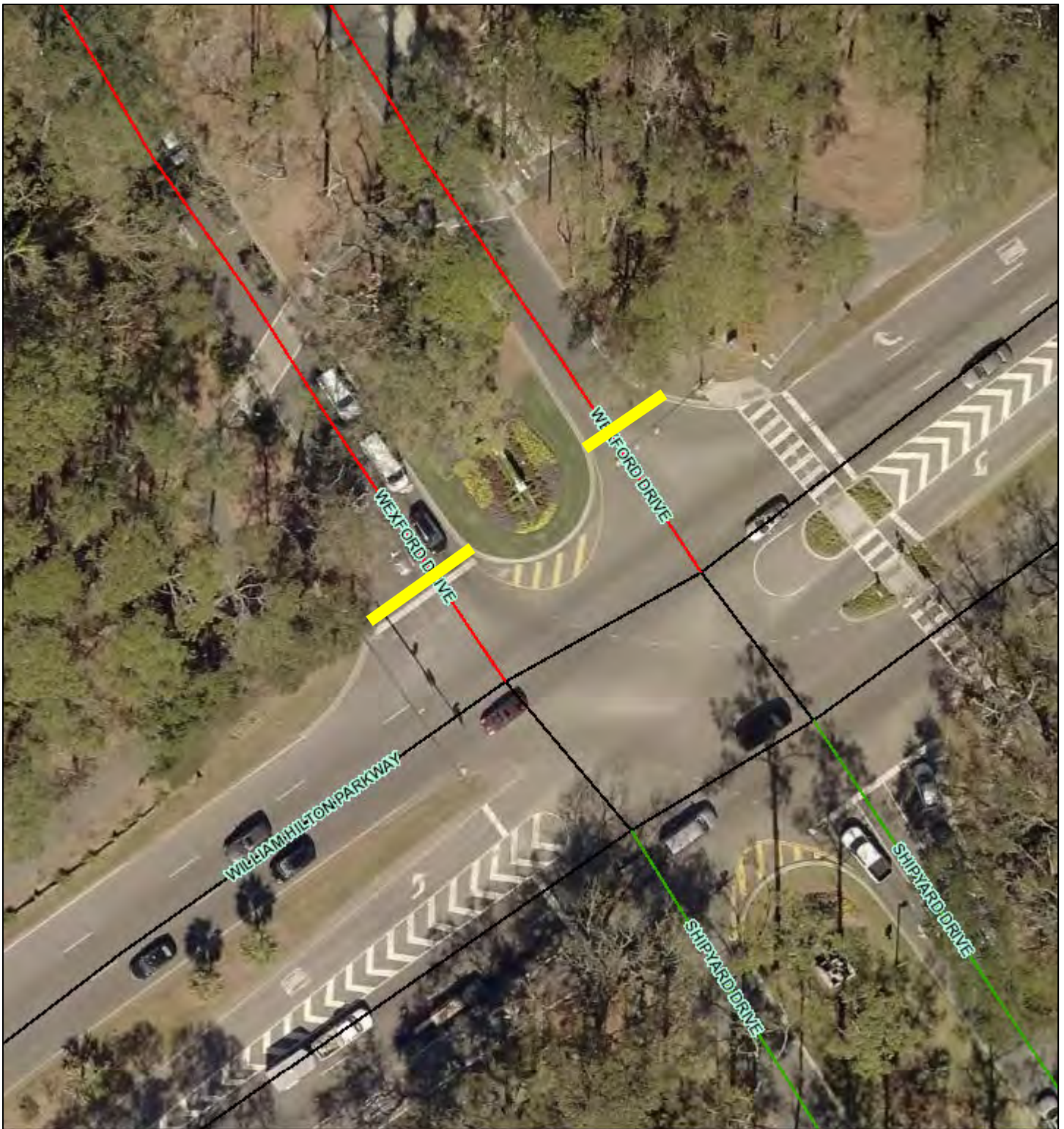
1:614

Road Classifications

- | | | | |
|-----|--------------------|-----|-----------------------|
| — | <all other values> | --- | PRIVATE, UNPAVED |
| — | STATE, PAVED | --- | PRIVATE, UNDETERMINED |
| --- | STATE, UNPAVED | --- | MUNICIPAL, PAVED |
| --- | COUNTY, PAVED | --- | MUNICIPAL, UNPAVED |
| --- | COUNTY, UNPAVED | --- | MILITARY / PAVED |
| --- | PRIVATE, PAVED | --- | MILITARY / UNPAVED |



Wexford at W. Hilton Pkwy



November 29, 2017

1:614

Road Classifications

— <all other values>

— STATE, PAVED

--- STATE, UNPAVED

— COUNTY, PAVED

--- COUNTY, UNPAVED

— PRIVATE, PAVED

--- PRIVATE, UNPAVED

--- PRIVATE, UNDETERMINED

— MUNICIPAL, PAVED

--- MUNICIPAL, UNPAVED

— MILITARY / PAVED

--- MILITARY / UNPAVED

