

CHURCH ROAD DRAINAGE IMPROVEMENTS
PREPARED FOR:
JASPER COUNTY COUNCIL
JASPER COUNTY, SOUTH CAROLINA

THOMAS & HUTTON PROJECT NO.
J-25473.1001
CDBG No. 4-CI-20-010/
SCIIP #A-23C-104

ADDENDUM NO. 3

October 16, 2023

GENERAL

This Addendum has been issued on behalf of the Jasper County Council. The following information should be considered by prospective bidders in preparation of their proposals and incorporated into the Proposal Documents. Bidders shall be responsible for acknowledging receipt of this addendum in the Bid Form, Document 00 41 43. Failure to do so will result in the proposal being considered nonresponsive.

PART I – QUESTIONS AND CLARIFICATIONS:

Would you consider increasing the Project Duration?

The project duration has been changed. The work is to be substantially completed in 180 days and ready for final payment 240 days after the commencement of contract times.

PART II – CONTRACT DOCUMENTS

The following enclosed Proposal Documents have been changed in the following respects:

Section 00 52 43 Agreement Form was revised to show project duration has been changed. The work is to be substantially completed in 180 days and ready for final payment 240 days after the commencement of contract times.

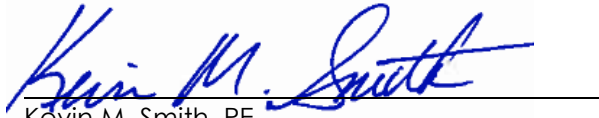
Section 00 80 00 – Special Conditions project duration has been changed. The work is to be substantially completed in 180 days and ready for final payment 240 days after the commencement of contract times.

PART III – DRAWINGS:

No changes were made to the Plan Sheets.

All other aspects of the project remain unchanged.

THOMAS & HUTTON



Kevin M. Smith, PE
Principal / Project Manager

End of ADDENDUM NO. 3

DOCUMENT 00 52 43**AGREEMENT FORM**

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2023 by and between **JASPER COUNTY COUNCIL** (hereinafter called OWNER) and _____ (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Improvements to the existing Church Road (SC 46) drainage system between Stiney Road (S-27-104) and Sanders Road (S-27-292) in Jasper County, South Carolina. Proposed improvements generally consist of installing curb and gutter, storm drainage infrastructure, removing and relocating the existing sidewalk, roadway paving, water utility relocation, and associated demolition and erosion control BMPs.

ARTICLE 2 ENGINEER

The Project has been designed by Thomas & Hutton Engineering Co. who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 3 CONTRACT TIMES

All time limits for Substantial Completion and completion and readiness for final payment as stated in the Contract Documents are of essence to the Contract.

- 3.1 *The Work will be substantially completed within 180 days after the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions and completed and ready for final payment 240 days after the commencement of contract times. Included in the contract times are 10 days for rain delay. Time delays due to rain in excess of the above days shall be reported by the Contractor to the Engineer in writing, within 30 days of each event.*
- 3.2 *Liquidated Damages. OWNER and CONTRACTOR recognize time is of the essence for this Agreement and OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree to liquidated damages for delay (but not as a penalty) the CONTRACTOR shall pay OWNER Five Hundred dollars (\$500.00) for each day expiring after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete.*

After Substantial completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR, shall pay OWNER Five Hundred dollars (\$500.00) for each day expiring after the time specified in paragraph 3.1 for completion and readiness for final payment.

ARTICLE 4 CONTRACT PRICE

4.1 UNIT PRICE WORK

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds of the amounts determined for all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of item as indicated in the CONTRACTOR'S UNIT PRICE BID (attached hereto as an exhibit), said amount being:

_____ (dollars), \$ _____
 (use words) (figures)

As provided in paragraph 11.03 of the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by ENGINEER as provided in paragraph 9.07 of the General Conditions. Unit prices have been computed as provided in paragraph 11.03C of the General Conditions.

ARTICLE 5 PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1 *Progress Payments; Retainage.* OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the **25th** day of each month during performance of the Work as provided in paragraphs 5.1.1., 5.1.1.2. and 5.2. below. All such payments will be measured by the schedule of values established in paragraph 2.07 of the General Conditions (and in the case of Unit Price Work based on the number of units completed) as provided in the General Requirements.

5.1.1 *For Cost of Work:* Progress payments on account of the Cost of the Work will be made:

5.1.1.1 Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions.

90% of the Work completed (with the balance being retainage).

90% of Cost of the Work (with the balance being retainage) applicable to materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in paragraph 14.02.A.1 of the General Conditions).

5.1.1.2 Upon Substantial Completion, in an amount sufficient to maintain the total payments to CONTRACTOR to **90%** of the Cost of the Work, (with the balance being retainage), less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions.

5.2 *Final Payment.* Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

ARTICLE 6 INTEREST

All moneys not paid within thirty (30) days of the due date as provided in Article 14 of the General Conditions, shall bear interest at the rate of 6 percent annually or the minimum required by law at the place of the Project, whichever is greater.

ARTICLE 7 CONTRACTOR'S REPRESENTATIONS

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

- 7.1 CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda indicated in Article 8 hereinafter) and the other related data identified in the Bidding Documents.
- 7.2 CONTRACTOR has visited the site and become familiar with and is satisfied to the general, local and site conditions possibly affecting cost, progress, performance or furnishing of the Work.
- 7.3 CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations possibly affecting cost, progress, performance and furnishing of the Work.
- 7.4 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in the General Conditions. CONTRACTOR acknowledges such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations,

explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

- 7.5 CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site relating to the Work as indicated in the Contract Documents.
- 7.6 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- 7.7 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 8 CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 8.1 Invitation to Bid (Pages 00 11 16-1 to 00 11 16-2, inclusive)
- 8.2 Instructions to Bidders (pages 00 21 13-1 to 00 21 13-8, inclusive)
- 8.3 Bid Form (pages 00 41 43-1 to 00 41 43-7, inclusive)
- 8.4 Bid Security Form (pages 00 43 13-1 to 00 43 13-2, inclusive)
- 8.5 Notice of Award (pages 00 51 00-1 to pages 00 51 00-3, inclusive)
- 8.6 Agreement Form – Unit Price (Single – Prime Contract) (pages 00 52 43-1 to 00 52 43-7, inclusive)
- 8.7 Notice to Proceed (pages 00 55 00-1 to 00 55 00-2, inclusive)
- 8.8 Performance Bond (pages 00 61 13.13-1 to 00 61 13.13-6. Inclusive)
- 8.9 Payment Bond (pages 00 61 13.16-1 to 00 61 13.16-6, inclusive)
- 8.10 General Conditions (pages 00 72 43-1 to 00 72 43-62, inclusive)
- 8.11 Supplementary Conditions (pages 00 73 00-1 to 00 73 00-4, inclusive)
- 8.12 Special Conditions (pages 00 80 00-1 to 00 80 00-6, inclusive)

- 8.13 Summary of Work (pages 01 11 00-1 to 01 11 00-2, inclusive)
- 8.14 Unit Prices (pages 01 22 00-1 to 01 22 00-2, inclusive)
- 8.15 Submittal Procedures (pages 01 33 00-1 to 01 33 00-10, inclusive)
- 8.16 Quality Control (pages 01 45 00-1 to 01 45 00-3, inclusive)
- 8.17 Bidder's Qualifications (pages 01 45 13-1 to 01 45 00-9, inclusive)
- 8.18 Testing and Inspecting Services (pages 01 45 23-1 to 01 45 23-5, inclusive)
- 8.19 Temporary Tree and Plant Protection (pages 01 56 39-1 to 01 56 39-2, inclusive)
- 8.20 Closeout Procedures (pages 01 77 00-1 to 01 77 00-3, inclusive)
- 8.21 Bonds (pages 01 78 33-1 to 01 78 33-2, inclusive)
- 8.22 Warranties (pages 01 78 36-1 to 01 78 36-2, inclusive)
- 8.23 CDBG Documents and Forms
- 8.24 Technical Specifications as listed in the Table of Contents.
- 8.25 Drawings consisting of sheets CO through EC2.1 with each sheet bearing the following general title:

Sheet	Description	Job No.
CO	COVER SHEET	25473.1001
G1.1	GENERAL NOTES, LEGEND, & INDEX	25473.1001
V1.1	SURVEY CONTROL PLAN	25473.1001
V2.1-V2.2	EXISTING CONDITIONS PLAN	25473.1001
V3.1-V3.2	EXISTING DRY UTILITIES PLAN	25473.1001
CD1.1-CD1.2	DEMOLITION PLAN	25473.1001
C1.1-C1.2	SIGNAGE, MARKING, & LAYOUT PLAN	25473.1001
C2.1-C2.2	WATER & SEWER PLAN	25473.1001
C2.3	WATER & SEWER PROFILE	25473.1001
C2.5-C2.6	WATER & SEWER DETAILS	25473.1001
C3.1-C3.3	PAVING, GRADING, & DRAINAGE PLAN	25473.1001
C3.4-C3.8	DRAINAGE PROFILES	25473.1001
C3.9-C3.16	PAVING, GRADING, & DRAINAGE DETAILS	25473.1001
C3.17	TYPICAL SECTIONS	25473.1001
C4.1-C4.5	SCDOT CROSS SECTIONS	25473.1001
C5.1	TRAFFIC CONTROL PLAN	25473.1001
C5.2	TRAFFIC CONTROL DETAILS	25473.1001
EC0.1	STORMWATER POLLUTION PREVENTION PLAN – NOTES	25473.1001
EC0.2	STORMWATER POLLUTION PREVENTION PLAN – CHARTS	25473.1001
EC1.1-EC1.2	STORMWATER POLLUTION PREVENTION PLAN	25473.1001
EC2.1	STORMWATER POLLUTION PREVENTION PLAN – DETAILS	25473.1001

8.26 Addenda numbers ___ to ___, inclusive.

Exhibits to this Agreement:

- a. CONTRACTOR's Bid (page ___ through page ___ inclusive) marked "Exhibit _____."
- b. Documentation submitted by CONTRACTOR prior to Notice of Award (pages ___ to ___, inclusive).
- c. Any modification, including Change Orders, duly delivered after execution of Agreement.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.04 of the General Conditions.

ARTICLE 9 MISCELLANEOUS

- 9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.
- 9.2 No assignment by a party hereto of any rights 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, moneys becoming due and moneys due, may not be assigned without such consent (except to the extent 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.
- 9.3 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 to all covenants, agreements and obligations contained in the Contract Documents.
- 9.4 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision coming as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in five counterparts. Two counterparts each have been delivered to OWNER and CONTRACTOR and one counterpart to ENGINEER. All portions of the Contract Documents have been signed, initialed or identified by Owner and Contractor or identified by ENGINEER on their behalf.

This Agreement will be effective on _____, 20__ (which is the Effective Date of the Agreement).

OWNER JASPER COUNTY COUNCIL

CONTRACTOR _____

BY (typed) _____

BY (typed) _____

BY _____

BY _____

ATTEST _____

ATTEST _____

Address for giving notices

Address for giving notices

358 Third Avenue

Ridgeland, SC 29936

License No. _____

Agent for service of process: _____

CORPORATE SEAL

CORPORATE SEAL

DOCUMENT 00 80 00**SPECIAL CONDITIONS**

SC-1 DESCRIPTION OF THE WORK: The work generally consists of improvements to the existing Church Road (SC 46) drainage system between Stiney Road (S-27-104) and Sanders Road (S-27-292) in Jasper County, South Carolina. Proposed improvements generally consist of installing curb and gutter, storm drainage infrastructure, removing and relocating the existing sidewalk, roadway paving, water utility relocation, and associated demolition and erosion control BMPs and incidental construction in accordance with the plans and specifications.

SC-2 COMMENCEMENT AND COMPLETION OF WORK: The Contractor shall commence work when Notice to Proceed is issued. *Work shall be substantially completed within 180 calendar days.*

If the Contractor fails to prosecute the work with such diligence as will insure the completion of each portion of the work within the time shown on the above schedule, plus any extensions made in accordance with Article 12 of the General Conditions; and, if the Owner does not exercise reservations as set forth in Article 13 of the General Conditions, the Contractor shall continue the work in which event liquidated damages for the delay will be impossible to determine. In lieu thereof, liquidated damages in the amount of \$500.00 per each day of delay of the work until the work is completed.

SC-3 DRAWINGS: The work shall conform to the following drawings, all of which form a part of, and are included in, these specifications and are available in the office of Thomas & Hutton Engineering Co., 50 Park of Commerce Way, Savannah, Georgia 31405.

Sheet	Description	Job No.
CO	COVER SHEET	25473.1001
G1.1	GENERAL NOTES, LEGEND, & INDEX	25473.1001
V1.1	SURVEY CONTROL PLAN	25473.1001
V2.1-V2.2	EXISTING CONDITIONS PLAN	25473.1001
V3.1-V3.2	EXISTING DRY UTILITIES PLAN	25473.1001
CD1.1-CD1.2	DEMOLITION PLAN	25473.1001
C1.1-C1.2	SIGNAGE, MARKING, & LAYOUT PLAN	25473.1001
C2.1-C2.2	WATER & SEWER PLAN	25473.1001
C2.3	WATER & SEWER PROFILE	25473.1001
C2.5-C2.6	WATER & SEWER DETAILS	25473.1001
C3.1-C3.3	PAVING, GRADING, & DRAINAGE PLAN	25473.1001
C3.4-C3.8	DRAINAGE PROFILES	25473.1001
C3.9-C3.16	PAVING, GRADING, & DRAINAGE DETAILS	25473.1001
C3.17	TYPICAL SECTIONS	25473.1001
C4.1-C4.5	SCDOT CROSS SECTIONS	25473.1001
C5.1	TRAFFIC CONTROL PLAN	25473.1001
C5.2	TRAFFIC CONTROL DETAILS	25473.1001
EC0.1	STORMWATER POLLUTION PREVENTION PLAN – NOTES	25473.1001
EC0.2	STORMWATER POLLUTION PREVENTION PLAN – CHARTS	25473.1001
EC1.1-EC1.2	STORMWATER POLLUTION PREVENTION PLAN	25473.1001
EC2.1	STORMWATER POLLUTION PREVENTION PLAN – DETAILS	25473.1001

SC-4 LAYOUT OF WORK: Control lines and master benchmarks will be furnished by the Owner. The Contractor will lay out work and will be responsible for all measurements in connection therewith.

SC-5 OBSERVATIONS AND TESTS: Before acceptance of the whole or any part of the work, it shall be subjected to observation and tests to determine it is in accordance with the plans and specifications. The Contractor will be required to maintain all work in a first class condition for a 30 day operating period after the same has been completed as a whole and the Engineer has notified the Contractor in writing the work has been finished. The Contractor shall pay for all testing and shall engage a mutually acceptable laboratory or qualified individual to conduct the tests in accordance with these specifications. No portion of the work will be accepted until tests prove it has been satisfactorily completed. The Contractor shall give the Project Engineer or Project Representative a minimum of 48 hours notice for all required observations or tests.

SC-6 BONDS: The Performance Bonds in the amount of 100% of the contract amount and Payment Bonds in the amount of 100% of the contract amounts shall be furnished in accordance with Article 5 of the General Conditions.

SC-7 CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE: The Contractor shall not commence work under this contract until obtaining all the insurance required under this paragraph and such insurance has been accepted by the Owner, nor shall the Contractor allow any Subcontractor to commence work on a subcontract until the insurance required of the Subcontractor has been so obtained and accepted.

- a. Compensation and Employer's Liability Insurance: The Contractor shall take out and maintain during the life of the contract the statutory Worker's Compensation and Employer's Liability Insurance for all of its employees to be engaged in work on the project under the contract and, in case and such work is sublet, the Contractor should require the Subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all the latter's employees to be engaged in such work.
- b. Bodily Injury Liability and Property Damage Liability Insurance: The Contractor shall take out and maintain during the life of the contract Bodily Injury Liability and Property Damage Liability Insurance to protect itself and any Subcontractor performing work covered by the contract from claims for damages or personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under the contract, whether such operations be by the Contractor, Subcontractor, or anyone directly or indirectly employed by either of them and the amount of such insurance should be not less than:
 - (1) Bodily Injury Liability Insurance, in an amount not less than \$1,000,000.00 for injuries, including wrongful death to any one person and subject to the same limit for each person in an amount not less than \$2,000,000.00 on account of one accident. Contractual liability should be endorsed on the policy.
 - (2) Property Damage Insurance in an amount not less than \$1,000,000.00 for damages on account of any one accident, and in an amount not less than \$2,000,000.00 for damages on account of all accidents.

- c. Builder's Risk Insurance (Fire and Extended Coverage): The Contractor shall have adequate fire and standard extended coverage, with a company or companies acceptable to the Owner, in force on the project.

The provisions with respect to Builder's Risk Insurance shall in no way relieve the Contractor of its obligation of completing the work covered by the Contract.

- d. Proof of Carriage of Insurance: The Contractor shall furnish the Owner with certificates showing the type, amount, class of operations, effective dates, and date of expiration of policies. Such certificates shall contain substantially the following statement: "The insurance covered by this certification shall not be cancelled or materially altered, except after ten (10) days written notice has been received by the Owner."

SC-8 HOLD HARMLESS CLAUSE: The Contractor agrees to hold harmless, indemnify and defend the Owner and its agents, architects, engineers and employees from and against any and all claims, losses, damages, demands, causes of action and any an all related costs and expenses, of every kind and character, growing out of, incidental to, or resulting directly or indirectly from the Contractor's performance of the work described herein, whether such loss, damage, injury, or liability is contributed to by the negligence of the Owner, its agents, architects, engineers, or employees, except the Contractor shall have no liability for damages or the costs incidental thereto caused by the sole negligence of the Owner, its agents, architects, engineers, or employees. The Contractor will require any and all subcontractors to conform with the provisions of this clause prior to commencing any work and agrees to ensure this clause is in conformity with the insurance provisions of the contract.

SC-9 CONTRACTOR'S STATUS: It is agreed the Contractor shall occupy the status of an Independent Contractor and the Contractor's employees are not employees of the Owner.

SC-10 CONTRACTOR'S AFFIDAVIT: Upon completion of the work and prior to final payment and settlement of all sums due hereunder, Contractor will furnish to Owner a Contractor's Affidavit in the usual form submitted by Contractor under the laws of the State of South Carolina to the effect all bills for labor, materials and services in connection with said contract have been paid in full, acknowledging receipt of the contract price and averring there are no outstanding claims under said contract which could become a lien on the real estate arising out of said contract.

SC-11 RESIDENT PROJECT ENGINEER: The Owner reserves the right to furnish a Resident Project Engineer as deemed necessary to insure the Project quality control and conformance to Plans and Specifications, who will act as the Owner's Representative on the Project and will have the authority of the Engineer as set forth in the Contract Documents.

SC-12 BARRICADES, DANGER, AND WARNING SIGNS: The Contractor shall install and maintain barricades, suitable and sufficient lights, danger signals, signs, and other traffic control devices and shall take all necessary precautions for the protection of the work and safety of the public. Lanes closed to traffic shall be protected by effective barricades, lighted during hours of darkness. Suitable warning signs shall be provided to control, direct traffic, and warn pedestrians. Upon completion all barricades, signs and the like shall be removed.

SC-13 TOOLS, PLANT AND EQUIPMENT: If at any time before the commencement or during the progress of the work, tools, plant or equipment appear to the Engineer to be insufficient, inefficient or inappropriate to secure the quality of the work required or the proper rate of progress, the Engineer may order the Contractor to increase their efficiency, to improve their character, to augment their number, or to substitute new tools, plant, or equipment, as the case may be, and the Contractor must conform to such order; but a failure of the Engineer to demand such increase of efficiency, number, or improvement shall not relieve the Contractor of its obligation to secure the quality of work and the rate of progress necessary to complete the work within the time required by the contract to the satisfaction of the Owner.

SC-14 ACCIDENTS: The Contractor shall provide, at the site, such equipment and medical facilities as are necessary to supply first-aid service to anyone who may be injured in connection with the work. The Contractor must report in writing to the Engineer all accidents whatsoever arising out of, or in connection with, the performance of the work, whether on or adjacent to the site, which causes death, personal injury or property damages, giving full details and statement of witnesses. In addition, if death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to both the Contractor and any subcontractor on account of any accident, the Contractor shall promptly report the facts to the Engineer, giving full details in writing of the claim. The Contractor shall advise its superintendent and foreman, who are on the site of the work, the name of the hospital and phone number and the name and phone number of the doctor to use in case of an accident.

SC-15 SANITARY PROVISIONS: The Contractor shall provide temporary sanitary facilities for the use of the workmen during the progress of the work. The sanitary facilities shall conform to the requirements of the County health Engineer. All facilities shall be removed at the completion of the contract.

SC-16 MODIFICATION OF QUANTITIES: The itemized quantities shall be considered by the Contractor as the quantities required to complete the work for the purpose of bidding. Should actual quantities required in the construction of the work be greater or less than the quantities shown on the items, an amount equal to the difference in quantities at the unit prices for the item will be added to or deducted from the contract price.

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

SC-17 RESPONSIBILITY REGARDING EXISTING UTILITIES AND STRUCTURES: The existence and location of underground utilities will be investigated and verified in the field by the Contractor before starting work. The Contractor shall call for underground utility locations. Underground utilities location service can be contacted at 1-888-721-7877 (SC) or 811. The location of all known interferences based on the best information available has been shown on the drawings, but this information may not be complete. Excavation in the vicinity of existing structures and utilities shall be carefully done by hand. The Contractor shall be held responsible for any damage to and for maintenance and protection of existing utilities and structures. The Contractor is responsible for coordinating with the utility companies any relocation, adjustment, or replacement of utility facilities.

SC-18 INTERRUPTION OF UTILITY SERVICE: The Contractor's operations shall be conducted to interfere as little as possible with utility services. Any proposed interruption by the Contractor must be accepted in advance by the Engineer.

SC-19 OMISSION: The drawings and specifications shall both be considered as a part of the contract. Any work and material shown in the one and omitted in the other, or described in the one and not shown in the other, or which may fairly be implied by both or either, shall be furnished and performed as though shown in both, in order to give a complete and first class job.

SC-20 MEASUREMENT AND PAYMENT: Measurement and payment shall be made for the units and at the lump sum contract prices shown on the Bid Schedule. Direct payment shall only be made for those items or work specifically listed in the proposal and the cost of any other work must be included in the contract price for the applicable items to which it relates.

SC-21 "OR EQUIVALENT," CLAUSE: Although the plans and specifications make reference to particular manufacturers and model numbers for various products, such reference is made only to establish function and quality of such products. If it is desired to use materials or equipment of trade names or of manufacturer's names that are different from those mentioned in the contract documents, information pertaining to such items must reach the hands of the Engineer at least 10 days prior to the date set for the opening of bids. The burden of proving equality of a proposed substitute to an item designated by trade name or by manufacturer's name in the contract document rests on the party submitting the request for acceptance. The written application for review of a proposed substitute must be accompanied by technical data that the party requesting review desires to submit in support of its application. The Engineer will give consideration to reports from reputable independent testing laboratories, verified experience records showing the reputation of the proposed product with previous users or any other written information that is reasonable in the circumstances. The application to the Engineer for review of a proposed substitute must be accompanied by a schedule setting forth in what respects the material or equipment submitted for consideration differs from the materials or equipment designated in the contract documents. The degree of proof required for acceptance of a proposed substitute as equivalent to a named product is the amount of proof necessary to convince the Engineer beyond all doubt. To be acceptable, a proposed substitute must, in addition, meet or exceed all express requirements of the contract documents.

If submittal is accepted by the Engineer, an addendum will be issued to all prospective bidders at least five days prior to the date set for the opening of bids.

The Engineer shall be the final judge on questions of similarity and equality.

SC-22 SAFETY AND HEALTH REGULATIONS: The Contractor shall comply with the Department of Labor Safety and Health Regulations for Construction promulgated under the Occupational Safety and Health Act of 1970 as amended through January 1, 2004 (PL 91-596) and under Section 107 of the Contract Work and Safety Standards Act (PL 91-54). The regulations are administered by the Department of Labor and the Contractor shall allow access to the project to personnel from that Department.

SC-23 RECORD DATA AND DRAWINGS: The Contractor shall keep accurate, legible records of the locations, types, and sizes of sanitary lines, service laterals, manholes, cleanouts, water lines, fittings, valves, hydrants, drainage pipes, drainage structures, and other related work performed under this project. Where proposed and existing utilities cross, the Contractor shall measure and record the horizontal location and vertical separation between each crossing. Separation shall be measured between exteriors of pipes. On a set of project prints provided by the Owner, the Contractor shall prepare a set of "record" drawings from the data stated above. The horizontal locations of all portions of items installed on this project shall be accurately tied down to features that are physical and visible, such as

property corner markers and/or permanent type structures. Invert elevations of all manholes, storm sewers and structures, sanitary sewers and lift stations shall be clearly indicated. These "record" drawings shall be kept clean and dry and maintained in a current state with the progress of the work. If at any time, a copy of this plan or portion of it is requested by the Owner, such copy shall be made available within 24 hours after the request is made.

Before final acceptance of the completed installation and final payment by the Owner, the Contractor shall deliver to the Engineer, four sets of "Record" Drawings accurately depicting the horizontal and vertical as-built data described in the above paragraph. "Record" drawings for the items installed on this project shall be certified by a licensed surveyor, other than Thomas & Hutton, registered in South Carolina. The size of the drawings shall be 24" x 36". The "Record" drawings shall have a coordinate system based on the South Carolina State Plane Coordinate System, North American Datum of 1983 (NAD83). Elevations shall be based on the North American Vertical Datum of 1988 (NAVD 88). All measurements and coordinates shown shall use the U.S. Survey flood definition. Coordinates shall be shown on all drainage structures, sanitary sewer manholes, storm manholes/boxes, valve boxes/vaults, valve manholes, valves, fire hydrants, fittings, and all other related work performed under this contract. Vertical data including but not limited to, structure and manhole frame and inverts, pipe inverts, lift station frame, inverts, control levels, bottom, site grading, and as-built grading shall be shown. In addition to the "Record" drawings, Contractor shall deliver to Engineer electronic AutoCAD (v. 14 or later) files of all the data described above on a CD-ROM.

SC-24 PROPERTY CORNERS: The Contractor shall be responsible for restoring any property corners or monuments disturbed during construction. They shall be restored by a professional surveyor registered in the State of South Carolina.

SC-25 VIDEO: A video showing existing site conditions shall be made by the Contractor prior to start of construction. Contractor shall provide Owner and Engineer a copy of the video. Contractors are encouraged to record any existing damaged facilities that could be questioned later by property owners. A written or recorded narrative shall be provided with the video. Engineer shall be notified 72 hours in advance making the video. Contractor is responsible for all costs associated with video and shall be considered a subsidiary part of the contract.

END OF SECTION