

SECTION 01002
SPECIAL CONDITIONS

1. LOCATION

The work under this Contract will be located in Bluffton, South Carolina as shown on the Plans.

2. EXTENSION OF TIME AND FAILURE TO COMPLETE ON TIME

Any and all extensions of time shall be in accordance with the General Conditions.

3. SANITARY REGULATIONS

The Contractor shall provide adequate sanitary conveniences for use of those employed on the work and their use shall be strictly enforced. Such conveniences shall be made available when the first employees arrive on the site and shall be removed after the departure of the last employees from the job. The facilities shall be maintained at such points and in such manner as approved, and the Owner/Engineer shall have the right to inspect such facilities to determine whether or not sanitary requirements have been complied with.

4. ENVIRONMENTAL IMPACT

The Contractor shall conduct all his operations so as to minimize, to the greatest extent possible, adverse environmental impact.

a) Noise

All equipment and machinery shall be provided with exhaust mufflers maintained in good working order so as to reduce operating noise to minimum levels. In addition, operation of equipment and machinery shall be limited to daylight hours, except with the permission of the Engineer, based on critical need for the operation.

b) Dust/Smoke

All equipment movements shall be accompanied by a minimum of dust. Traveled surfaces and earthwork shall be maintained in a moist condition to avoid the generation of dust or the airborne movement of particulate matter under all prevailing atmospheric conditions.

Burning operations will not be allowed by the owner or appropriate regulatory agency.

c) Traffic

Trucks carrying spoil, fill, concrete or other material shall be routed over roads which will result in the least effect on traffic and nuisance to the public. All material shall be loaded in a manner which will preclude the loss of any portion of the load in transit, including covering, if necessary.

d) Siltation

All points of concentrated runoff from rainfall shall be visually monitored to determine that no eroded material from the construction site is leaving the Owner's property. Measures shall be taken to promptly eliminate such a deposition if occurring, including the installation of detention basins.

5. STORAGE OF MATERIALS

The Contractor shall arrange his plant and store his materials as compactly as practicable at points convenient for the Contractor and which do not damage the work or interfere with public activities or with work of other contractors or with free access to all parts of the site and to utility installations. Materials shall be so stored as to facilitate inspection and to insure preservation of their quality and fitness for use. They shall be placed on wooden platforms or other clean surfaces and not on the ground and shall be placed under cover. The Contractor shall provide the storage facilities subject to approval by the Owner (Town of Bluffton).

6. CONSTRUCTION STAKING

The Engineer will provide benchmarks and baselines of the drawings for horizontal and vertical control at the site of the work.

From the baselines and benchmarks established by the Engineer, the Contractor shall complete the layout of the work and shall be responsible for all measurements that may be required for the execution of the work prescribed in the specifications or on the Contract Plans, subject to such modifications as maybe required to meet changed conditions or as a result of necessary modifications to the contract work. The Contractor shall exercise proper and reasonable care in verifying figures shown on the Drawings before laying out the Work and will be responsible for any error resulting from his failure to exercise such care.

The Contractor shall furnish, at his own expense, all such stakes, spikes, steel pins, templates, platforms, equipment, instruments, tools and material and all labor including instrument, rodmen, chainmen, etc., as may be required in laying out any part of the work from the baselines and benchmarks established by the Engineer.

It shall be the responsibility of the Contractor to maintain and preserve all stakes and other marks established by the Engineer until authorized to remove them, and if such marks are destroyed by the Contractor or through his negligence prior to their authorized removal, they may be replaced by the Owner/Engineer at his discretion, and the expense of replacement will be deducted from any amounts due or to become due the Contractor.

All survey data shall be recorded in accordance with standard and approved methods. All field notes, sketches, records and computations made by the Contractor in laying out the work shall be available at all times during the progress of the work for the ready examination by the Owner/Engineer or his duly authorized representative.

The Owner/Engineer may make original and final surveys and make computations to determine the quantities of work performed or finally in place, if required. The Contractor shall make such surveys and computations as are necessary to determine the quantities of work performed or placed during each period for which a progress payment is to be made. All original field notes, computations and other records, or facsimile copies thereof, taken by the Contractor for the purpose of construction and for progress surveys, shall be furnished promptly to the representative of the Owner/Engineer for permanent records and for determining the proper amount of progress payments due to the Contractor. Unless waived in each specific case, quantity surveys made by the Contractor shall be made during the presence of a representative of the Engineer.

The Owner/Engineer may make checks as the work progresses to verify lines and grades established by the Contractor and to determine the conformance of the completed work as it progresses with the requirements of Contract Specifications and Plans. Such checking by the Owner/Engineer or his representative shall not relieve the Contractor of his responsibility to perform all work in accordance with the Contract Plans and Specifications and the lines and grades given therein. In the event that location marks as established by the Contractor are found to be inaccurate or inadequate, work shall be suspended until corrections have been made.

No separate payment will be made for the costs involved in the survey work, layout work or staking performed by the Contractor. All such costs will be considered as incidental to the Contract.

7. UTILITIES

Utilities such as sewer, water, gas, phone, cable television, irrigation, and electric lines encountered in the work shall be protected from injury and maintained in service until moved or replaced as required under this Contract or by others as the case may be, or abandoned as may be necessary for the proper construction and use of the new work. The Contractor is responsible for all coordination with appropriate utility owners and replacement of any damaged utility at no additional cost to the Owner.

8. ADJUSTMENT OF DISCREPANCIES

In all cases of discrepancies between the various dimensions and details shown on drawings, or between the drawings and these specifications, the more expensive construction shall be estimated before construction is started; the matter shall be submitted to the Owner/Engineer for clarification. Without such a decision, discrepancies shall be adjusted by the Contractor at his own risk and in settlement of any complications arising from such adjustment; the Contractor shall bear all of the extra expense involved.

9. TESTING

All tests/inspections shall be the responsibility of the Contractor. Testing shall be conducted as required in the various sections of these specifications, in accordance with

the Engineer's technical specifications as attached. The cost for testing shall be paid by the Owner.

10. REFERENCE STANDARDS

Reference to the standards of any technical society, organization, or association, or to codes of local or state authorities, shall mean the latest standard, code, specification, or tentative standard adopted and published at the date of taking bids, unless specifically stated otherwise.

11. PROJECT MANAGEMENT

The Contractor shall schedule and coordinate the work of the Contractor and all subcontractors and others involved to maintain the accepted progress schedule. His duties shall also include the planning of the work, the scheduling of ordering and delivery of materials, and checking and control of all work under this Contract. Construction schedules shall be submitted to the Engineer for review prior to the start of any work. Schedules shall be verified or updated at the owner's request on a monthly basis.

The Contractor shall be responsible for complete supervision and control of his subcontractors as though they were his own forces. Notice to the Contractor shall be considered notice to all affected subcontractors.

The Contractor shall appoint a qualified representative to act as the Project Coordinator, or Superintendent, who shall be responsible for coordinating all work and providing liaison with the Engineer and the Owner. The Project Coordinator or Superintendent shall, in addition, plan the work, schedule the ordering and delivery of materials, and check and control the various phases of the construction of all work under this Contract. The Project Coordinator or Superintendent shall, in all matters, represent the Contractor at the sites of the work in the absence of a Corporate Officer or Principal of the firm.

The Project Coordinator or Superintendent shall not be changed without Owner's approval unless the project Coordinator or Superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employ.

12. DIVISION OF WORK

Division of work as made by the Contract Plans and Specifications is for the purpose of specifying all work which is required. There is no attempt to make complete classification according to trade or any agreements which may exist between Contractors or groups of Contractors and trade union. Such division and classification of the work shall be the Contractor's responsibility.

13. RESTORATION

The Contractor shall conduct his operations so that restoration of roadways, driveways, curb and gutter, ditches and easements progresses along with the work. If the

Owner/Engineer determines that inadequate progress is being made with the restoration, he may shut down the Contractor's operation until the restoration is caught up with the work. No open trenches will be left over night. All trenches will be backfilled before the end of the day's operation.

Reasonable care shall be taken during construction to avoid damage to vegetation. Ornamental shrubbery and tree branches shall be temporarily tied back, where appropriate, to minimize damage. Trees which receive damage to branches shall be trimmed to those branches to improve the appearance of the tree. Tree trunks receiving damage from equipment shall be treated with a tree dressing. Care shall be taken to correctly sever all roots necessary to complete work and consultation with the Town arborist shall be required before any impacts to vegetation is commenced. The Town of Bluffton Tree Ordinance shall be followed at all times.

14. EXISTING UTILITIES

All known utility facilities are shown schematically on the plans and are not necessarily accurate in location as to plan or elevation. Utilities such as service lines or unknown facilities not shown on the plans will not relieve the Contractor of his responsibility under this requirement except as noted below. "Existing Utility Facilities" means any utility that exists on the project in its original, relocated or newly installed position.

The Contractor shall contact all owners of utilities including, but not limited to, water and sewer companies, gas companies, electric companies, telephone companies, cable television companies and governmental units prior to starting any excavation on the project and shall request that they locate and mark their respective facilities. BJWSA (Beaufort Jasper Water and Sewer Authority) maintains the water and sewer system and whose technical specifications are found online at <http://www.bjwsa.org/technical-specs/> and shall be followed. Water meter boxes and sewer cleanouts require adjustment to meet final grade. These appurtenances, if within a proposed driveway shall be traffic rated. Existing non-traffic rated appurtenances can remain within the new sidewalk limits. BJWSA to make available to the contractor the replacement non-traffic rated materials if existing are damage or are otherwise unsuitable for placement in new sidewalk. BJWSA to provide new traffic rated materials for these appurtenances. The contractor shall provide all qualified labor associated with relocating, raising, lowering, or otherwise adjusting these appurtenances to be flush with the top of new sidewalk or driveway or adjacent finished grade.

Location and marking of all utilities in accordance with all state and local laws shall be performed.

15. MAINTENANCE DURING CONSTRUCTION

The Contractor shall maintain the work from the beginning of construction operations until final acceptance of the project. This maintenance shall constitute continuous and effective work prosecuted day by day with adequate equipment and forces to the end that the site and structures thereon are kept in satisfactory condition at all times,

including satisfactory signing or marking as appropriate and control of traffic where required by use of traffic control devices as required by the State in which this project is located.

Upon completion of the work, the Contractor shall remove all construction signs and barriers before final acceptance of the Project.

While undergoing improvements, the roads shall be kept open to all traffic by the Contractor. The Contractor shall keep the portion of the Project being used by public traffic, whether it be through or local traffic, in such condition that traffic will be adequately accommodated. The Contractor shall bear all cost of signs and markings as required and other maintenance work during construction and before the Project is accepted and of constructing and maintaining such approaches, crossings, intersections, and other features as may be necessary without direct compensation.

16. FAILURE TO MAINTAIN ROADWAYS AND STRUCTURES

If, at any time, the Contractor fails to properly maintain roadways and structures, and the Owner/Engineer observes such activity, the Owner/Engineer will immediately notify the Contractor of such non-compliance. If the Contractor fails to remedy the unsatisfactory maintenance within 24 hours after receipt of such notice, the Owner/Engineer may immediately arrange for maintenance of the work, and the entire cost of this maintenance will be deducted from monies due or to become due the Contractor under the Contract. As an alternative to the Owner's/Engineer's maintaining the work, all the items and quantities of work done, but not properly maintained, may be deducted from the current progress estimate, even if such items have been paid for in a previous estimate.

17. FLAGGING TRAFFIC

Competent, courteous, and neat flagmen shall be provided and available at all times when required. A sufficient number of flagmen shall be provided to stop traffic, advise the public of delays occasioned, and keep traffic in their respective lanes along the project. The Contractor shall conform to all guidelines set forth by the current SCDOT, Manual on Uniform Traffic Control Devices, and traffic control plan provided by the Contractor and approved by the Owner.

18. BARRICADES, DANGER, WARNING & DETOUR SIGNS

The Contractor shall provide, erect, and maintain all necessary 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. Highways and streets closed to traffic shall be protected by effective barricades, and obstructions shall be lighted during hours of darkness. Suitable warning signs shall be provided to properly control and direct traffic.

The Contractor shall furnish, install, and maintain all necessary barricades, warning signs, and other protective devices in accordance with the State requirements in which

the project is located. Temporary signs may be reused, provided they are in good condition and legible. All protective devices shall be kept in a good, legible condition while in use.

As soon as construction advances to the extent that temporary barricades, and signs are no longer needed to inform the traveling public, such signs shall be promptly removed.

The cost of furnishing, erecting, maintaining, and removing protective devices will not be paid for as a separate Bid Item. Where the Contractor is required to perform any of these functions, the cost thereof shall be included in the overall Bid submitted.

Ownership of the temporary warning devices shall remain with the Contractor provided the devices are removed promptly after completion of the work as specified above. If such warning devices are left in place for more than 30 days after the specified time for removal, the Owner shall have the right to remove such devices and to claim possession thereof.

Reflectivity for Construction Signing shall conform to the requirements of the State Department of Transportation Standard Specifications.

19. REFERENCED SPECIFICATIONS

Reference to the Department of Transportation Standard Specifications is to current South Carolina Department of Transportation Standard Specifications.

20. DRAWINGS

The work shall conform to the following drawings, all of which form a part of these specifications and are available in the office of project engineer.

21. PERMITS

The Owner has obtained the necessary permits to construct the project which is hereby incorporated into this contract, unless otherwise specified here within. The contractor shall comply with all terms, conditions and requirements of the permits.

22. RECORD DATA

Complete "record data" information shall be submitted by the Contractor to the Engineer and Owner along with the final pay request or sooner. "Record data" information shall include elevations of tops and inverts of all sanitary sewer structures and length, material and size of all pipes, location (and state plane coordinates) of all structures, fittings, valves, hydrants and service laterals. Final payment shall not be approved prior to the Engineer and Owner receiving the required "record data" information from the Contractor. "Record data" information shall meet the requirements of all applicable authorities.

23. TREES

The contractor shall adhere to all requirements mentioned herein as well as to the Town of Bluffton Unified Development Ordinance (incorporated by reference herein, www.townofbluffton.sc.gov/Documents/article5designstandards.pdf). If there is any conflict between this section and the Unified Development Ordinance, Article 5 of the Unified Development Ordinance shall govern.

- a) When installing any utility line, irrigation line, etc. an air spade or boring must be used within the drip-line of any tree over 6 inches DBH, to avoid cutting roots.
- b) Where pervious paving is to be placed under the drip-line of any tree over 6 inches DBH, the soil shall be compacted to a percentage acceptable for pedestrian traffic only. No roots over 2 inch caliper shall be cut to install paving. Sub-base layer for pervious paving shall be placed around preserved tree roots.
- c) Where the cutting of tree roots less than 2 inch caliper cannot be avoided, the roots shall be cut flush by hand with a sharp blade or saw and immediately covered with a layer of moist soil or moist material such as burlap.
- d) Grading machinery shall not be used within the drip-line of any tree over 6 inches DBH. If at all possible, grading within the drip-line shall be completed with hand tools only. No heavy equipment shall be used, parked or stored within the dripline of any tree unless absolutely necessary.
- e) Where there is a slope easement that will affect any tree on private or public property, a permanent tree well shall be constructed to avoid placing any fill within the drip- line of any tree. No fill shall be stored within the dripline of any tree.
- f) Trees to be planted shall not be planted so that the top of root-ball (root flare) is below top of surrounding grade nor planted more than 2 inches above grade.
- g) No mulch shall be placed within 6 inches of trunk of a newly planted tree and mulch shall not be over three (3) inches deep.
- h) Trees planted within sidewalk must have root barriers placed around them to deter future sidewalk damage. Trees outside sidewalk must have root barriers placed at the edge of sidewalk to deter future sidewalk damage. Where pervious paving is to be used, steel paving edging, with spikes for support, can be used to support paving as well as act as a root barrier. This steel edging must be placed so that it does not sever the roots of existing trees.
- i) All containers, burlap, twine, straps, etc. shall be removed from root ball of trees at the immediate time and at the exact location where trees are to be planted. Tree

roots of trees to be planted shall not be uncovered until at the time of planting and shall not be moved from one location to another with roots exposed.

- j) Planting holes shall be dug to a size roughly three (3) times the size of the root ball. Dig no deeper or slightly less deep than the height of the root ball. Do not cultivate the bottom of the hole, as it may cause settling of the root ball and the tree will be planted too deep. Use soil removed from hole to fill in around root ball. Tamp soil lightly, but do not compact soil. Newly planted trees shall be watered immediately after planting.
- k) All trees / landscaping planted on site must meet or exceed the American Standard for Nursery Stock (ANSI Z60.1) standards. All trees / landscaping planted on site must also meet the requirements of the Bluffton DSO Section 4.14 and Section 14.15.
- l) Erosion control that must be placed within the dripline or within 1.0 feet per inch of tree DBH, must be placed on natural grade. Erosion control cannot be trenched through the roots of existing trees. Erosion control shall be placed to prevent fill material from covering the roots of trees on site to the most extent possible. Any fill entering within the erosion control near a tree shall be immediately removed with hand tools only and that fill placed outside the dripline of the tree.

24. FRESHWATER WETLANDS

Freshwater wetlands are evident near the project site, and a Preliminary Jurisdictional Determination letter has been obtained indicating the extents of same. No work shall occur in any federally defined freshwater wetland by the selected contractor or any sub-contractor. To ensure the preservation of any federally defined freshwater wetlands, the contractor shall clearly stake/flag/demarcate any wetlands that are shown on the Plan.