

**PROJECT MANUAL  
FOR  
Lafayette Park Retaining Wall Project**

**No. 22-081**



**GEORGETOWN COUNTY,  
SOUTH CAROLINA**

**VOLUME I  
DIVISION 0 – BIDDING AND CONTRACT DOCUMENTS  
DIVISION 1 – GENERAL REQUIREMENTS  
VOLUME II  
DIVISION 2 – TECHNICAL SPECIFICATIONS**

**PREPARED BY:**

**GEORGETOWN COUNTY  
DEPARTMENT OF PUBLIC SERVICES**

**AND**



**11655 Highway 707  
Murrells Inlet, SC 29576  
(843) 651-7900**

**November 1, 2022**

# PROJECT MANUAL

## TABLE OF CONTENTS

### **DIVISION 0- BIDDING AND CONTRACT DOCUMENTS**

<u>Section No.</u>	<u>Title</u>	<u>Page</u>
00010	Invitation for Bids	4
00100	General Instructions to Bidders/Proposers	7
00200	Notice of Intent to Respond	20
00210	Material Substitution Request	21
00300	Bid Forms	
	Exhibit A Bid Form	23
	Exhibit B Acknowledgement of Addendum	28
	Exhibit C Non-Collusion Affidavit	29
	Exhibit D List of Subcontractors	30
	Exhibit E Statement of Experience	31
	Exhibit F Unit Price Schedule	32
	Exhibit G Resident Certification for Preference	33
	Exhibit H Exceptions Page Form	35
00750	Summary Schedule and Key Milestones	36
00800	Special Project Conditions	37

### **DIVISION 1 - GENERAL REQUIREMENTS**

<u>Section No.</u>	<u>Title</u>	<u>Page</u>
01100	Summary of Work	39
01290	Payment Procedures	41
01300	Regulatory Requirements	45
01310	Project Management and Coordination	47
01315	Progress Meetings	49
01331	Schedule of Values	50
01410	Testing Laboratory Services	52
01510	Temporary Construction Controls	56
01563	Handling of Incidental Fuel Spillage	59
01570	Traffic Regulation	61
01700	Execution Requirements	64
01770	Closeout Procedures	67
01781	Project Record Documents	72

### **DIVISION II - SPECIFICATIONS**

<u>Section No.</u>	<u>Title</u>	<u>Page</u>
02000	Site Clearing	75
02050	Selective Demolition	76

02100	Erosion and Sediment Control	80
02105	General Excavation, Filling and Backfilling	84
02800	Seeding	85
02810	Vinyl Sheet Piling	86

## **LIST OF DRAWINGS**

### **I - LIST OF DRAWINGS:**

<b><u>Sheet No.</u></b>	<b><u>Sheet Title</u></b>
--	Cover Sheet
C1.0	General Notes
C2.0	Site Layout Plan
C3.0	Detail Sheet

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**SECTION 00010**

**INVITATION FOR BIDS**

**Time Line: IFB #22-081**

<b>Item</b>	<b>Date</b>	<b>Time</b>	<b>Location*</b>
<b>Advertised Date of Issue:</b>	Tuesday, November 1, 2022	n/a	n/a
<b>Pre-Bid Site Inspection:</b>	INDEPENDENT (on own)	n/a	n/a
<b>Deadline for Questions:</b>	Wednesday, November 9, 2022	3:00PM ET	n/a
<b>Bids Delivery Cut-Off Time:</b>	Wednesday, November 16, 2022	3:00PM ET	Electronic
<b>*Public Bid Opening &amp; Tabulation:</b>	Wednesday, November 16, 2022	3:00PM ET	Hybrid
<b>Consideration By County Council (Tentative):</b>	Tuesday, December 13, 2022	5:30PM ET	Council Chambers
<b>Earliest Possible Notice to Proceed (NTP):</b>	Tuesday, December 27, 2022	n/a	n/a

\*At the time of this posting, bid openings may be performed virtually, in-person, or by a hybrid method, see above location for method specified. A virtual meeting link will be posted under the bid number before the bid opening time so that members of the public may attend the meeting virtually. Vendors may also now attend the meeting in person at the Georgetown County Historic Courthouse, Purchasing Conference Room, 129 Screven St., Suite 239, 29440.

**Lafayette Park Retaining Wall Project**  
**GEORGETOWN COUNTY, SOUTH CAROLINA**  
**Bid #22-081**

All bids must be submitted electronically through the Purchasing Department's Vendor Registry webpage. Please click on the following link <http://www.georgetowncountysc.org/172/Purchasing> for instructions on how to submit bids electronically through this system. As always, emailed/faxed bids will not be accepted. Your bid must be submitted electronically through Georgetown County's Purchasing Vendor Registry page to ensure it remains sealed until the scheduled bid opening date and time.

Any scheduled bid openings will still be opened at the designated date and time as listed in the bid document or related addendum. However, at the time of this bid issuance, these bid openings may be conducted virtually, in-person, or by a hybrid method (both virtually and in person). See the timeline above for location and method specified. As always, bid openings will be accompanied by at least one witness and bid tabulation results will be posted online for the public's viewing after the bid opening.

<b>Purchasing Contact:</b>	<b>John Bullard</b>
Phone	(843)545-3076
Fax:	(843)545-3500
E-mail:	<a href="mailto:purch@gtcounty.org">purch@gtcounty.org</a>

This solicitation does not commit Georgetown County to award a contract, to pay any cost incurred in the preparation of the bid, or to procure or contract for goods and services. It is the responsibility of each bidder to see that they submit their bids on or before, the date and time specified for the bid opening. No bid will be accepted thereafter. Georgetown County reserves the right to reject any or all bids and to waive any informalities and technicalities in the bid process.

## **SCOPE OF WORK**

**BASE BID:** Provide all labor, materials, and equipment necessary to perform the scope of work at Lafayette Park Retaining Wall. Refer to Construction Documents for specific locations and scope requirements. Install new vinyl bulkhead, complete with walers, cap, and necessary components. Demolish and remove existing bulkhead materials where required. Provide new tie-backs for vinyl wall and backfill to provide uniform grade. Installation of new vinyl bulkhead will require removal of miscellaneous features and vegetation in the construction area. All demolished materials shall be disposed of off-site by the Contractor.

### **Site Inspection:**

- a) The bidder is expected to have become familiar with and take into consideration, site conditions which may affect the work and to check all dimensions at the site.
- b) Each bidder shall acquaint themselves thoroughly as to the character and nature of the work to be done. Each bidder furthermore shall make a careful examination of the site of the work and inform themselves fully as to the difficulties to be encountered in performance of the work, the facilities for delivering, storing and placing materials and equipment and other conditions relating to construction and labor.
- c) The bidder shall examine the premises and the site and compare them with any applicable drawings and specifications. He/she shall familiarize themselves with the existing conditions such as obstructive area levels and any problems related to erecting the required systems.
- d) No plea of ignorance of conditions that exist or may hereafter exist on the site of the work, or difficulties that may be encountered in the execution of the work, as a result of failure to make necessary investigations and examinations, will be accepted as an excuse for any failure or omission on the part of the Contractor to fulfill in every detail all the requirements of the contract documents and to complete the work for the consideration set forth therein, or as a basis for any claim whatsoever.
- e) Insofar as possible, the Contractor, in carrying out his/her work, must employ such methods or means as will not cause interruption of or interference with the work of any other Contractor, or County personnel at the site.
- f) When boring data is provided by the Owner, the Bidder shall assume responsibility for any conclusions he/she may draw from such data. (S)he may employ his/her own consultants to analyze available information and shall be responsible for any conclusions drawn from that information. The cost of such employment shall be borne solely by the Bidder.

Due to the nature of the Work identified herein, the Contractor is required to be a licensed Marine Contractor and shall provide proof of such licensure as part of their submitted bid package.

Each proposer shall respond as provided more specifically herein, Section 00100, Instructions to Bidders, Paragraph IV Preparation and Submission of Bids. Proposals or amendments to proposals received after the proposal deadline will be considered as “Late Proposals” and will not be considered for any cause whatsoever. The Respondent shall sign his / her proposal correctly. All offers shall be entered in ink or typewritten. Proposals may be rejected if any omissions, alteration of form, additions not called for, or any irregularities of any kind are shown. Proposal envelopes or containers with amendments or changes written on the exterior will not be considered or opened. Respondents and their authorized representatives are invited to be present at the proposal opening.

Throughout this Project Manual all references to the “Owner” shall mean the County of Georgetown, SC or its Designated Representative.

The Project has been designed by ***The Earthworks Group*** whose office is located at 11655 Highway 707, Murrells Inlet, SC 29576, and who will act as ENGINEER in connection with completion of the Work in accordance with the Contract Documents.

The Construction Contract will be awarded to the firm or team of firms submitting the lowest and most responsive and responsible proposal as determined by the County. Georgetown County reserves the right to reject any and all proposals for any reason at any time prior to execution of the Contract. It further reserves the right to waive any and all technicalities and formalities in the proposal process as well as accept in whole or in part such proposal or proposals where it deems it advisable in protection of the best interests of the County and to hold all proposals for examination for a period not to exceed ninety (90) calendar days. The selected Contractor is encouraged to utilize, to the extent possible, local firms and trades from within Georgetown County.

END OF SECTION 00010



**SECTION 00100**  
**INSTRUCTIONS TO BIDDERS**  
**BID #22-081, LAFAYETTE PARK RETAINING WALL PROJECT**

**These are general instructions and conditions that accompany each bid package. If more specific instructions are given in the individual bid package, those instructions should prevail.**

**1. Submission of Questions**

Questions must be submitted in writing via electronic mail, facsimile or postal mail to the Issuing Officer no later than the "Deadline for Questions" cutoff identified in the Bid Timeline on page five (5) in order to generate an official answer. All written questions will receive an official written response from the Georgetown County Purchasing Office (GCPO) and will become addenda to the solicitation.

GCPO reserves the right to reject or deny any requests made by the provider.

Impromptu, unwritten questions are permitted and verbal answers may be provided, but are only intended as general direction and will not represent the official GCPO position. The only official position of GCPO is that which is stated in writing and issued in the solicitation as addenda thereto.

No other means of communication, whether oral or written, shall be construed as a formal or official response/statement and may not be relied upon. **SEND QUESTIONS TO:**

John Bullard, Senior Buyer  
Post Office Box 421270, Georgetown, SC 29442-4200  
Fax: (843) 545-3500  
Email: [jbullard@gtcounty.org](mailto:jbullard@gtcounty.org)

2. Sealed bids to provide Lafayette Park Retaining Wall shall be received electronically through the County's Vendor Registry webpage until the cut-off time shown in the bid timeline of this document. Bids will then be promptly opened at the designated time by the Buyer. Bids that are not received prior to the stated opening date and time will be considered NON RESPONSIVE. An official authorized to bind the offer must sign all bids submitted.
3. **Inclement Weather/Closure of County Courthouse**  
**Due to the current COVID-19 situation, County offices at the time of this bid posting remain open but are limited to the public. Bid openings at the time of this issuance are being conducted virtually and may occur from an alternate secure and/or remote location as needed.**
4. This solicitation does not commit Georgetown County to award a contract, to pay any cost incurred in the preparation of the bid, or to procure or contract for goods or services. It is the responsibility of each bidder to see that the Georgetown County Purchasing Office receives bids on, or before, the date and time specified for the bid opening. No bid will be accepted thereafter. The County assumes no responsibility for delivery of bids that are mailed. Georgetown County reserves the right to reject any or all bids and to waive any informalities and technicalities in the bid process.

5. **NON EXCLUSIVITY**

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. Any resulting contract shall not restrict the County from acquiring similar, equal or like goods and/or services from other entities or sources, when Staff determines internally that this resulting action is in the best interest of Georgetown County.

6. No Bidder may submit more than one bid. Multiple bids for different manufacturers but represented by the same firm will not be accepted. Bids offered directly from manufacturers shall indicate if a local dealer/representative will be involved.

7. Definitions:

- a) The terms “Proposer”, “Offeror”, “Vendor” or “Bidder” refer to those parties who are submitting sealed responses for the work set forth in this document to the OWNER, as distinct from a sub-bidder who provides a bid to the Bidder. The term “Contractor” refers to the successful Bidder.
- b) The term “LAFAYETTE PARK RETAINING WALL” or “Project” refers to the complete set of services as specified in this document, in every aspect.
- c) The terms “Owner” and “County” refer to the County of Georgetown, South Carolina.
- d) Where the words “shall” or “must” are used, it signifies an absolute minimum function or capacity that, if not satisfied, may result in disqualification.
- e) Where the words “should”, “may”, or “is desirable” are used, it signifies desirable, but not mandatory functions or capacities. Bidders who are able to provide these functions or capacities may be evaluated more favorably than those who cannot.

8. Correction or Withdrawal of Bids; Cancellation of Awards

An offeror must submit in writing a request to either correct or withdraw a bid to the Procurement Officer. Each written request must document the fact that the offeror’s mistake is clearly an error that will cause him substantial loss.

- a) Correction of awards : An offeror shall not be permitted to correct a bid mistake after bid opening that would cause such offeror to have the low bid unless the mistake in the judgment of the Procurement Officer is clearly evident from examining the bid document; for example, extension of unit prices or errors in addition.
- b) Cancellation of awards prior to performance: When it is determined after an award has been issued but before performance has begun that Georgetown County’s requirements for the goods or services have changed or have not been met, the award or contract may be canceled and either re-awarded or a new solicitation issued.

9. Faxed or E-mailed bids will not be accepted by Georgetown County.

10. If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact the purchasing office as soon as possible.

11. Title VI of the Civil Rights Act of 1964: Georgetown County hereby gives public notice that it is the policy of the agency to assure full compliance with Title VI of the Civil Rights Act of



1964, the Civil Rights Restoration Act of 1987, Executive Order 12898 on Environmental Justice, and related statutes and regulations in all programs and activities. Title VI requires that no person in the United States of America shall, on the grounds of race, color, or national origin, be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which Georgetown County receives federal financial assistance. Any person who believes they have been aggrieved by an unlawful discriminatory practice under Title VI has a right to file a formal complaint with Georgetown County. Any such complaint must be in writing and filed with Georgetown County's Title VI Coordinator within one hundred and eighty (180) days following the date of the alleged discriminatory occurrence. For more information, or to obtain a Title VI Discriminatory Complaint Form, please see our website at <http://www.gtcounty.org/about/faqs.html>.

12. Any deviations from the specifications or modification of this bid and any extra or incidental work or reductions in work shall be set forth in writing and signed by both parties prior to making such change. Any increase or decrease in the bid price resulting from such change shall be included in writing.
13. Exceptions: The bidder shall list on a separate sheet of paper any variations from, or exceptions to, the conditions and specifications of this bid. This sheet shall be labeled "Exception(s) to Bid Conditions and Specifications," and shall be attached to the bid. When Proposers find instances where they must take exception with certain requirements or specifications of the bid, all exceptions shall be clearly identified. Written explanations shall include the scope of the exceptions, the ramifications of the exceptions for the County of Georgetown, and a description of the advantage to be gained or disadvantages to be incurred by the County as a result of these exceptions. If none, write "NONE".
14. Georgetown County reserves the right to reject any or all bids, and to waive as an informality any irregularities contained in any bid as may be deemed in the best interest of the County. Georgetown County further reserves the right to reject any bid submitted, at its sole option, that the vendor may not be able to meet the service requirements of the bid.
15. Publicity releases: contractor agrees not to refer to award of any resulting contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the user.
16. Material Safety Data Sheets: The County of Georgetown will not receive any materials, products, or chemicals which may be hazardous to an employee's health unless accompanied by a Material Data Sheet when received.
17. Ownership of Copyright: All right, title and interest in all copyrightable materials which vendor shall create in the performance of its obligations hereunder shall be the property of the procurer. Vendor agrees to assign and hereby does assign any and all interest it has in and to such material to procurer. Vendor agrees, upon the request of procurer to execute all papers and perform all other such acts necessary to assist procurer to obtain and register copyrights on such materials. Where applicable, works of authorship created by the vendor in the performance of its obligations hereunder, shall be considered "works for hire" as defined in the U.S. Copyright Act.

18. Ownership of Documents: Any reports, studies, photographs, negatives or other documents prepared by vendor in the performance of its obligations shall be the exclusive property of the procurer and all such material shall be remitted to the procurer by the vendor upon completion, termination or cancellation of this order. Vendor shall not use, willingly allow or cause to have such material used for any purpose other than performance of its obligations under this order without the prior written consent of the procurer.
19. Affirmative Action: The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of age, race, color, religion, sex, national origin or physical handicap. The following are incorporated herein by reference: 41 C.F.R. 60-1.4, 60-250.4 and 60-741.4.
20. Inclusion and participation of disadvantaged, small, and local business entities is strongly encouraged, but minimum participation standards are not in effect for this project.
21. Federally Funded Construction Contracts Over \$2,000:
- A. Davis-Bacon Requirements. These contracts need to include a provision for compliance with the Davis-Bacon Act (40 USC 276a to a—7) and the Department of Labor implementing regulations (29 CFR Part 5). Under this Act, Contractors are required to include the contract provisions in Section 5.5 (a) of 29 CFR Part 5, and to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in the wage determination made by the Secretary of Labor. In addition, Contractors shall be required to pay wages not less than the minimum wages specified in the wage determination made by the Secretary of Labor. In addition, Contractors shall be required to pay wages not less often than once a week. Current Wage Determination for Georgetown County in South Carolina is available on-line at:  
[https://beta.sam.gov/search?index=wd&keywords=Georgetown&sort=-relevance&wdType=dbra&page=1&date\\_filter\\_index=0&inactive\\_filter\\_values=false](https://beta.sam.gov/search?index=wd&keywords=Georgetown&sort=-relevance&wdType=dbra&page=1&date_filter_index=0&inactive_filter_values=false).
  - B. Contract Work Hours and Safety Standard Act Requirements. The contracts must include a provision for compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by the Department of Labor regulations (29 CFR Part 5). Under Section 103 of the Act, each Contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate not less than one times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to health and safety as determined under construction, safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
  - C. Copeland “Anti-Kickback” Act Requirements. All construction contracts over \$2,000.00 must include a provision for compliance with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). This act provides that each Contractor shall be prohibited from inducing, by any means,

persons employed in the construction, completion, or repaid of public work to give up any part of their compensation.

22. Bidders must clearly mark as "confidential" each part of their bid which they consider to be proprietary information that could be exempt from disclosure under section 30-4-40, Code of Laws of South Carolina 1976, as amended (Freedom of Information Act). If any part is designated as confidential, there must be attached to that part an explanation of how this information fits within one or more categories listed in section 30-4-40. The County reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the County or its agents for its determination in this regard.

23. CERTIFICATION REGARDING DRUG-FREE WORKPLACE:

The contractor certifies that the vendor(s) will provide a "drug-free workplace" as that term is defined in Section 44-107-30 of the Code of Laws of South Carolina, 1976, as amended, by the complying with the requirements set forth in title 44, Chapter 107.

24. Certification of Non-Segregated Facilities

The federally-assisted construction contractor certifies that he does not maintain or provide, for his employees, any segregated facilities at any of his establishments and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally-assisted construction contractor certifies that he will not maintain or provide, for his employees, segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The federally-assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this Contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally assisted construction contractor 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 subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that he will retain such certifications in his files.

25. Nothing herein is intended to exclude any responsible vendor, his product or service or in any way restrain or restrict competition. On the contrary, all responsible vendors are encouraged to bid and their bids are solicited.

26. Acknowledgement of Addenda

Each contractor is responsible to verify the number of total addenda issued prior to bid. Failure to acknowledge all addenda may disqualify the bidder. All addenda are posted by the County at the website located at [www.georgetowncountysc.org](http://www.georgetowncountysc.org), select "Bid Opportunities" from the Quick Links box, then "View Current Bid Solicitations". It is each proposer's responsibility to verify that all addenda have been received and acknowledged.

## 27. Form and Style of Bids

- a) Bids in the form of sealed proposals for the Construction of the Project will be received until the time and the date stated in Section 00010, Notice to Bidders.
- b) The Bid shall be submitted on the Bid Form provided; no other form is acceptable.
- c) The successful Bidder will be required to provide verified breakdown of costs of all services and work in a manner acceptable to the Owner.
- d) All blanks on the Bid Form shall be filled in, either typed or printed in ink. The person signing the bid shall initial all corrections or erasures.
- e) Where so indicated on the Bid Form, the Bid Sum shall be expressed in both words and figures; in case of a discrepancy between the two, the Sums expressed in words shall govern.
- f) Bid unit price on quantity specified -- extend and show total. In case of errors in extension, unit prices shall govern.
- g) Bidder shall quote all Alternates in the Bidding Documents. If Bidder fails to bid on all Alternates, then his/her Bid may be considered irregular, non-responsive and may be disqualified.
- h) Bids containing qualifications will be considered irregular, non-responsive and may be disqualified.
- i) A Bid Form submitted by a partnership shall list the names of all partners and shall be signed in the partnership name by one of the members of the partnership who is authorized to sign for the partnership.
- j) A Bid Form submitted by a corporation shall be executed in the legal name of the corporation, followed by the state of incorporation and signed by the President or Vice President or other authorized officer. The name of each person signing the Bid Form shall be typed or printed below the signature.
- k) When the person signing for a corporation is other than the President or Vice President and when requested by the Owner, a resolution or other satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished for the Owner's records. The name of each person signing the Bid Form shall be typed or printed below the signature.

## 28. Insurance

The successful bidder shall procure, maintain, and provide proof of, insurance coverage for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the County by the bidder, his agents, representatives, employees or subcontractors. Proof of coverage as contained herein shall be submitted fifteen (15) days prior to the commencement of work and such coverage shall be maintained by the bidder for the duration of the contract period; for occurrence policies.

a. General Liability

Coverage shall be as broad as: Comprehensive General Liability endorsed to include Broad Form, Commercial General Liability form including Products/Completed Operations.

1. Minimum Limits

General Liability:

\$1,000,000 General Aggregate Limit  
\$1,000,000 Products & Completed Operations  
\$1,000,000 Personal and Advertising Injury  
\$1,000,000 Each Occurrence Limit  
\$50,000 Fire Damage Limit  
\$5,000 Medical Expense Limit

b. Automobile Liability

Coverage sufficient to cover all vehicles owned, used, or hired by the bidder, his agents, representatives, employees or subcontractors.

1. Minimum Limits

Automobile Liability:

\$1,000,000 Combined Single Limit  
\$1,000,000 Each Occurrence Limit  
\$5,000 Medical Expense Limit

c. Workers' Compensation

Limits as required by the Workers' Compensation Act of SC. Employers Liability, \$1,000,000.

d. Owners' & Contractors' Protective Liability

(Not Applicable)

e. Professional Liability (a/k/a Errors and Omissions)

(Not Applicable)

f. Coverage Provisions

1. All deductibles or self-insured retention shall appear on the certificate(s).
2. The County of Georgetown, its officers/ officials, employees, agents and volunteers shall be added as "additional insured" as their interests may appear. This provision does not apply to Professional Liability or Workers' Compensation/Employers' Liability.
3. The offeror's insurance shall be primary over any applicable insurance or self-insurance maintained by the County.
4. Shall provide 30 days written notice to the County before any cancellation, suspension, or void of coverage in whole or part, where such provision is reasonable.
5. All coverage for subcontractors of the bidder shall be subject to all of the requirements stated herein.
6. All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County,

either; the insurer shall reduce or eliminate such deductible or self-insured retention; or the bidder shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

7. Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided the County, its officers/officials, agents, employees and volunteers.
8. The insurer shall agree to waive all rights of subrogation against the County, its' officers/officials, agents, employees or volunteers for any act, omission or condition of premises which the parties may be held liable by reason of negligence.
9. The bidder shall furnish the County certificates of insurance including endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company(s) to bind coverage on its' behalf, if executed by a broker, notarized copy of authorization to bind, or certify coverage must be attached.
10. All insurance shall be placed with insurers maintaining an A.M. Best rating of no less than an A:VII. If A.M. Best rating is less than A:VII, approval must be received from County's Risk Officer.

#### 29. Workman's Compensation Coverage

Georgetown County, SC will require each contractor and service provider to maintain on file with the purchasing officer, a current Certificate of Insurance showing limits as required by the Workers' Compensation Act of SC: Employers Liability, \$1,000,000.

The law also recognizes "statutory employees." These are employees who work for a subcontractor who may be working for a business or another contractor. Employers should inquire whether or not a subcontractor working for them has workers' compensation insurance, regardless of the number of employees employed by the subcontractor. If the subcontractor does not, the subcontractor's injured employees would be covered under the employer's workers' compensation insurance. If the subcontractor does not carry workers' compensation insurance, then the owner or the principal contractor would be liable just as if the subcontractor's employee was one of their employees.

For answers to additional questions, visit the SC Worker's Compensation Commission website, at:

<http://www.wcc.sc.gov/Pages/FrequentlyAskedQuestions.aspx#empl>

30. Builders' Risk Insurance. Contractor shall provide and maintain, during the progress of the work and until execution of the Certificate of Contract Completion, a Builder's Risk Insurance policy to cover all work in the course of construction including false work, temporary buildings, scaffolding, and materials used in the construction process (including materials designated for the project but stored off site or in transit). The coverage shall equal the total completed value of the work and shall provide recovery at replacement cost.

- a) Such insurance shall be on a special cause of loss form, providing coverage on an open perils basis insuring against the direct physical loss of or damage to covered property,

including but not limited to theft, vandalism, malicious mischief, earthquake, tornado, lightning, explosion, breakage of glass, collapse, water damage, and testing/startup.

- b) Coverage shall include coverage for "soft costs" (costs other than replacement of building materials) including, but not limited to, the reasonable extra costs of the architect/engineer and reasonable Contractor extension or acceleration costs. This coverage shall also include the reasonable extra costs of expediting temporary and permanent repairs to, or permanent replacement of, damaged property. This shall include overtime wages and the extra cost of express or other means for rapidly transporting materials and supplies necessary to the repair or replacement.
- c) The policy shall specifically permit and allow for partial occupancy by the owner prior to execution of the final Certification of Contract Completion, and coverage shall remain in effect until all punch list items are completed.
- d) The Builder's Risk deductible may not exceed \$5,000. The Contractor or subcontractor experiencing any loss claimed under the Builder's Risk policy shall be responsible for that loss up to the amount of the deductible.
- e) If Contractor is involved solely in the installation of material and equipment and not in new building construction, the Contractor shall provide an Installation Floater policy in lieu of a Builder's Risk policy. The policy must comply with the provisions of this paragraph.

### 31. Hold Harmless Clause

The Contractor shall, during the term of the contract and including any warranty period, indemnify, defend, and hold harmless the County, its officials, employees, agents, architect and his consultants, and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The vendor agrees that this clause shall include claims involving infringement of patent or copyright.

### 32. Condition of Items

All items shall be new, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated herein. Verbal agreements to the contrary will not be recognized.

### 33. Workmanship and Inspection

All work under this contract shall be performed in a skillful and workmanlike manner. The County may, in writing, require the Contractor to remove any employee from work that the County deems incompetent or careless.

Further, the County may, from time to time, make inspections of the work performed under this contract. Any inspection by the County does not relieve the Contractor from any responsibility regarding defects or other failures to meet the contract requirements.

### 34. Invoicing and Payment

The Contractor shall submit invoices or progress payments on a frequency to be determined, as agreed upon by the County, for each payment requested. Such invoice or progress payment shall also include a detailed breakdown of all charges. All such invoices or progress payments will be paid within thirty (30) days unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The firm shall provide complete cooperation during any such investigation. All invoices shall be forwarded to the following address:

County of Georgetown  
Accounts Payable, Finance Dept.  
P.O. Box 421270  
Georgetown, SC 29442-4200

An IRS W-9 form must be on file with the Purchasing Office before any payment will be issued.

### 35. South Carolina Sales Tax

The County of Georgetown, SC is not exempt and pays the appropriate SC sales tax on all applicable purchases.

### 36. Assignment of Contract

This contract may not be assigned in whole or part without the written consent of the Purchasing Officer.

### 37. Termination

Subject to the provisions below, the contract may be terminated by the County upon sixty (60) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then this contract may be extended upon written approval of the County until said work or services are completed and accepted.

#### a. Termination for Convenience

In the event that this contract is terminated or canceled upon request and for the convenience of the County, without the required sixty (60) days advance written notice, then the County shall negotiate reasonable termination costs, if applicable.

#### b. Termination for Cause

Termination by the County for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The sixty (60) days advance notice requirement is waived in the event of Termination for Cause.

#### c. Non-Appropriation:

It is understood and agreed by the parties that in the event funds are not appropriated in the current fiscal year or any subsequent fiscal years, this contract will become null and void and the County will only be required to pay for services completed to the satisfaction of the County.

### 38. Default

In case of default by the contractor, for any reason whatsoever, the County may procure the goods or services from another source and hold the contractor responsible for any resulting excess cost and may seek other remedies under law



39. Severability

In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

40. Applicable Laws

This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, U.S.A.

41. Claims and Disputes:

All claims, disputes and other matters in question between parties arising out of, or relating to, this Agreement, or the breach thereof, shall be decided in the Circuit Court of the Fifteenth Judicial circuit in Georgetown County, South Carolina. By executing this Agreement, all parties specifically consent to venue and jurisdiction in Georgetown County, South Carolina and waive any right to contest jurisdiction and venue in said Court.

42. Rights of County

The County reserves the right to reject all or any part of any bid, waive informalities and award the contract to the lowest responsive and responsible bidder to best serve the interest of the County.

43. Award of Bid

In determining the lowest responsive and responsible bidder, in addition to price, there shall be considered the following:

- (a) The ability, capacity and skill of the bidder to perform the contract.
- (b) Whether the bidder can perform the contract within the time specified, without delay of interference.
- (c) The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- (d) The quality of performance on previous contracts.
- (e) The previous and existing compliance by the bidder with laws and ordinances relating to the contract.

44. Notice of Award

A *Notice of Intent to Award* will be mailed to all respondents.

45. Protest

Bidders may refer to Sections 2-67, 2-73, and 2-74 of Ordinance #20-32, also known as the Georgetown County, South Carolina Purchasing Policy to determine their remedies concerning this competitive process. The failure to be awarded a bid shall not be valid grounds for protest.

46. Debarment

By submitting a bid, the offeror certifies to the best of its knowledge and belief, that it and its principals, sub-contractors and assigns are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or local department or agency. A copy of the County's debarment procedure in accordance with Section 2-68 of Ordinance #20-32, also known as the Georgetown County, South Carolina Purchasing Policy is available upon request.

47. Firm Pricing for County Acceptance

Bid price must be firm for County acceptance for 90 days from bid opening date. "Discount from list," bids are not acceptable unless specifically requested.

48. Use of Brand Names (If Appropriate)

Unless otherwise stated in an Invitation for Bid, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the County in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. Any catalog, brand name or manufacturer's reference used in bid invitation is descriptive - NOT restrictive - it is to indicate type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than reference or specifications, bid must show manufacturer, brand or trade name, catalog number, etc. of article offered. If other than brand(s) specified is offered, illustrations and complete description must be submitted with bid. Samples may be required. If bidder makes no other bid and takes no exception to specifications or reference data, he will be required to furnish brand names, numbers, etc., as specified. Bidders must certify that item(s) bid upon meet and/or exceed specifications.

49. Permits

The successful Offeror must be responsible for obtaining all necessary city, county, and state permits/licenses and must comply with all local codes and ordinances. Copies of such permits/licenses shall be made available to the County upon request. Building contractors working within Georgetown County must also secure a Contractor's License from the Building Department. Work within the Georgetown City Limits may require a City Business License. For additional information, please review the "Forms and Fees" section of the Building and Planning web page at the link below:

<http://www.georgetowncountysc.org/building/default.html>

50. Environmental Management:

Vendor/Supplier/Contractor will be responsible for complying with all federal, state and local environmental regulations relating to transportation, handling, storage, spillage and any other aspect of providing the services specified herein, as applicable.

51. Bid Tabulation Results

Vendors wishing to view the bid tabulation results may visit the Georgetown County, SC web-site at: <http://www.georgetowncountysc.org>. Select "Bid Opportunities" from the Quick Links box, then "View Current Bid Solicitations", click on the "Expired" tab and double click the link under the individual bid listing.

52. The Bidder hereby certifies that he or she has carefully examined all of the Documents for the project, has carefully and thoroughly reviewed this Request for Bid/Quotation, has inspected the location of the project (if applicable), and understands the nature and scope of the work to be done; and that this Bid is based upon the terms, specifications, requirements, and conditions of the Request for Bid/ Documents. The Bidder further agrees that the performance time specified is a reasonable time, having carefully considered the nature and scope of the project as aforesaid.

53. Any attempt by the vendor to influence the opinion of County Staff or County Council by discussion, promotion, advertising, misrepresentation of the submittal or purchasing process

or any procedure to promote their offer will constitute a violation of the vendor submittal conditions and will cause the vendor's submittal to be declared null and void.

54. Apparent omission of a detailed description concerning any point, shall be regarded as meaning the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used.

55. Response Clarification

Georgetown County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.

56. Bidding Documents

- a) Each Bidder shall carefully examine the Bidding and Contract Documents, General Requirements, Drawings and Technical Specifications and all addenda or other revisions and thoroughly familiarize themselves with the detailed requirements prior to submitting a Bid. Bidders shall promptly notify the Owner in writing of any ambiguity, inconsistency, error or omission, which they may discover upon examination of the Bidding and Contract Documents, Project Site and / or local conditions. The Owner shall make such interpretations, corrections or changes to the Bidding Documents and will reply to all questions submitted by the Bidders. The Owner will log all responses and issue an addendum as may be appropriate. The Owner will not be responsible for any oral instructions and / or responses. Interpretations, corrections or changes made in any other manner will not be binding. All addenda sent to Bidders will become a part of the Bidding and Contract Documents. All inquiries shall be directed in writing or transmitted by facsimile to the office of the Owner. No allowance will be made after Bids are received due to oversight and / or error by bidder.
- b) Each Bidder shall carefully review the Table of Contents and the List of Drawings in the Project Manual to determine if any instrument is missing from the Bidding Documents. Bidders shall promptly notify the Owner, in writing, of any discrepancy.
- c) Owner does not assume any responsibility for errors, omissions or misinterpretations resulting from the Bidder's use of incomplete Bidding Documents.

57. Substitutions and Product Options

Written requests for changes in products, materials, equipment and methods of construction required by the Contract Documents shall be submitted to the Owner prior to bidding in accordance with the timeline provided and using the Material Substitution Request form.

58. Retainage

Retainage, in the amount of ten percent (10%) of the value of construction costs incurred for the project, shall be withheld until the project has been completed to the satisfaction of Owner.

59. Allowances

Refer to *The Project Manual, Division 1, Section 01200, Price and Payment Procedures, Section 1.2 F.*

END OF SECTION 000100



## SECTION 00200

# Intent to Respond

### REF: **Bid #22-081, Lafayette Park Retaining Wall Project**

If your company intends to respond to this solicitation, please complete and promptly return this form. We also encourage you to visit <https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=80b55190-4fef-4799-912d-3459328cf6f3> and register as a new vendor. If you are an existing vendor, please make sure your profile is up-to-date with a valid contact name and email address on file.

It is not necessary to return any other portion of the bid documents if you are not bidding.

Failure to return the Intent to Respond shall not be sufficient cause to rule a submittal as non-responsive; nor does the return of the form obligate an interested party to submit a response. Georgetown County's efforts to directly provide interested parties with addenda or additional information are provided as a courtesy only, and do not alleviate the respondent from their obligation to verify they have received and considered all addenda. All addenda are published and available on the county website at [www.gtcounty.org](http://www.gtcounty.org) select "Bid Opportunities" under Quick Links.

☐ Our firm **does** intend on responding to this solicitation.

☐ Our firm **does not** intend on responding to this solicitation.

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone: \_\_\_\_\_

FAX: \_\_\_\_\_

E-Mail: \_\_\_\_\_

How did you hear about this opportunity? \_\_\_\_\_

Reason if **not** responding: \_\_\_\_\_

**Please return this completed form to John Bullard, Senior Buyer**

- by e-mail to [jbullard@gtcounty.org](mailto:jbullard@gtcounty.org)
- or by FAX to (843)545-3500.



## SECTION 00210

### MATERIAL/PRODUCT SUBSTITUTION REQUEST

#### **Bid #22-081, Lafayette Park Retaining Wall Project**

Date: \_\_\_\_\_

We hereby submit for your review the following PRODUCT SUBSTITUTION of the specified material for the above listed project.

Section: \_\_\_\_\_

Paragraph: \_\_\_\_\_

Specified Material: \_\_\_\_\_

Attached is complete technical data of the PRODUCT SUBSTITUTION, highlighted or underlined for easy reading, including laboratory test, as necessary, in duplicate. Included is complete information on changes to the Project Manual Documents required by the proposed PRODUCT SUBSTITUTION for its proper installation.

A) The Trade Contractor, under whose transmittal this information is sent, has reviewed the PRODUCT SUBSTITUTION and agrees it is applicable to this project in the location described and agrees to warrant/guarantee the use of the PRODUCT SUBSTITUTION in the same manner he would the Specified Product.

☐ Yes ☐ No

If not, explain: \_\_\_\_\_

B) Does the PRODUCT SUBSTITUTION affect the dimensions shown on the Drawings in ANY WAY?

☐ Yes ☐ No

If so, how? \_\_\_\_\_

C) Does the undersigned have the approval of the Manufacturer/Supplier to pay for any changes to the building design, including engineering and detailing costs, caused by the requested PRODUCT SUBSTITUTION?

☐ Yes ☐ No

If so, to what extent? \_\_\_\_\_

D) What effect does the PRODUCT SUBSTITUTION acceptance have on other trades?

☐ None ☐ Don't Know ☐ As follows:

\_\_\_\_\_  
\_\_\_\_\_

E) Difference between proposed PRODUCT SUBSTITUTION and the Specified Product? BE SPECIFIC IN DESCRIPTION. (ASTM No., Size, Gauge, Material, Color Availability, Construction)

\_\_\_\_\_  
\_\_\_\_\_  
(Attach additional pages as required)

F) Manufacturer's guarantees and warranties of the PRODUCT SUBSTITUTION and the Specified Product?

☐ Same ☐ Different (Explain)

G) What is the cost differential of the PRODUCT SUBSTITUTION in comparison to the Specified Product?

☐ Same ☐ Less Expensive by \$ \_\_\_\_\_ ☐ More Expensive by \$ \_\_\_\_\_

I) The PRODUCT SUBSTITUTION has been verified by the undersigned with the Manufacturer/Supplier as meeting or exceeding the specifications of the Specified item.

☐ Yes ☐ No ☐ Waiting for answer.

THE UNDERSIGNED Trade Contractor states that the function, appearance, and quality of the PRODUCT SUBSTITUTION are equivalent or superior to the specified item. In addition, I, as the Trade Contractor will assume all responsibility for any impact or delay the review and evaluation of the alternate product may cause. Your approval of the Substitute Product in no way will relieve me as the Trade Contractor of my responsibilities to conform with all requirements of the Contract Documents.

Submitted By: \_\_\_\_\_  
Signature Printed

FOR USE BY ARCHITECT/ENGINEER:

☐ RECEIVED TOO LATE ☐ NOT ACCEPTED ☐ APPROVED AS NOTED

FOR BIDDING ONLY, FINAL APPROVAL SUBJECT TO SUBMITTAL DATA IN ACCORDANCE WITH REQUIREMENTS OF CONTRACT DOCUMENTS.

DATE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_



**SECTION 00300**  
**EXHIBIT A - BID FORM**  
**MANDATORY BID SUBMITTAL FORM**

For: **Bid #22-081, Lafayette Park Retaining Wall Project**

Name of Company Submitting Bid: \_\_\_\_\_

The undersigned, having visited the site of the Work and having familiarized themselves with local conditions affecting the design and cost of the work and with all requirements of the proposed Contract Documents, and duly issued Addenda to said documents, as acknowledged herein, propose to furnish and perform all labor, materials, necessary tools, expendable equipment, and all utility and transportation services necessary to perform and complete in a workmanlike manner all work required by said documents and Addenda.

- 1) **BASE BID PROPOSAL:** Bidder / Proposer agrees to perform all of the work described in the specifications, including allowances, and shown on the drawings, for the sum of:

\_\_\_\_\_ \$ \_\_\_\_\_  
(words shall govern)

- 2) **ALTERNATES:**  
(not used)

- 3) For additional work authorized after signing the Contract, the amount of overhead and the amount of profit to be added to base costs of labor and materials shall be (10%) total for overhead and profit on work performed by the Contractor's own forces and (15%) total on work by Subcontractors.

- 4) **COMPLETION DATE:** Refer to *The Project Manual, Division 1, Section 01100, Summary, Section 1.10 Construction Timeline*

- 5) The undersigned affirms that in making such Bid, neither he /she nor any company that they may represent, nor anyone in behalf of him / her or their company, directly or indirectly, has entered into any combination, collusion, undertaking or agreement with any other Bidder or Bidders to maintain the prices of said work, or any compact to prevent any other Bidder or Bidders from Bidding on said Contract or work and further affirms that such bid is made without regard or reference to any other Bidder or Proposer and without any agreement or understanding or combination either directly or indirectly with any other person or persons with reference to such Bidding in any way or manner whatsoever.

- 6) The undersigned further agrees that if awarded the Contract he /she will commence the work within ten (10) calendar days after the date of the Notice of Award and that he / she will complete the work in accordance with the Summary Schedule and Key Milestones and Substantial Completion date set forth in the Bidding and Contract Documents or such amended date as may be granted.

- 7) In submitting this Bid, it is understood that the right is reserved by the Owner to waive any informality or irregularity in any Bid or Bid guaranty, to reject any and all Bids, to re-Bid, to award or refrain from awarding a contract for the work and to negotiate with the apparent qualified low responsive Bidder to such extent as may be beneficial to the Owner.

- 8) A Bid shall be considered unresponsive and shall be rejected if it fails to include fully executed statements or if the Bidder fails to furnish required data. When a determination has been made to award the Contract to a specific Contractor, such Contractor shall, prior to award, furnish such other pertinent information regarding his / her own employment policies and practices as well as those of his / her proposed prime contractor, subcontractors and consultants as the Owner may require.

- 9) The Bidder shall furnish similar statements executed by each of his / her prime contractor, first-tier and second-tier subcontractors and consultants whose contracts equal Ten Thousand Dollars (\$10,000.00) or more and shall obtain similar compliance by such prime contractor, subcontractors and consultants before awarding such contracts. No prime contractor or subcontract shall be awarded to any non-complying prime contractor and/or subcontractor.
- 10) It is understood and agreed that all workmanship and materials under all items of work are guaranteed for one (1) year from the date of Final Acceptance, unless otherwise specified.
- 11) The undersigned affirms that he / she has completed all of the blank spaces in the Bid Form, with an amount in words and numbers and agrees that where a discrepancy occurs between the prices quoted in words and/or in numbers the lowest figure quoted in words shall take precedence and govern when determining final costs or award of the Contract.
- 12) The undersigned affirms that wages not less than the minimum rates or wages, as predetermined for this project by the State of South Carolina were used in the preparation of this "Bid Form".
- 13) **REQUIRED FORMS:** There are specific forms required to be completed and submitted as part of the response to this Invitation for Bids (IFB). The omission, whether inadvertent or not, of any one or more of these forms may cause the Bidder's response to be disqualified. The following forms identified as Exhibits to this IFB, shall be included in the response:

Exhibit A	Bid Form
Exhibit B	Acknowledgement of Addenda
Exhibit C	Non-Collusion Affidavit
Exhibit D	List of Prime & Subcontractors
Exhibit E	Statement of Experience
Exhibit F	Unit Price Schedule
Exhibit G	Resident Certification for Preference
Exhibit H	Exceptions Page Form

14) Project Mgr/NTP Contact Address: \_\_\_\_\_  
\_\_\_\_\_

15) Project Mgr/NTP Contact Person: \_\_\_\_\_

16) Telephone Number: \_\_\_\_\_ Fax Number : \_\_\_\_\_

17) E-Mail address \_\_\_\_\_

18) Remittance Address: \_\_\_\_\_  
\_\_\_\_\_

19) A/P Accounting Contact: \_\_\_\_\_

20) Telephone Number \_\_\_\_\_ Fax Number: \_\_\_\_\_

21) E-Mail address \_\_\_\_\_

22) **Suspension and Debarment**

Federal guidelines require grant recipients to obtain sufficient assurance that vendors are not suspended or debarred from participating in federal programs when contracts exceed \$25,000. By signing below you verify that no party to this agreement is excluded from receiving Federal contracts, certain



subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment. [See <https://www.epls.gov/> for additional information.]

- 23) If the bid is accepted, the required Contract must be executed within fifteen (15) days after receipt of written notice of formal award of Contract.
- 24) Will you honor the submitted prices and terms for purchase by other departments within Georgetown County and/or by other government entities who participate in cooperative purchasing with Georgetown County, South Carolina?

☐ Yes      ☐ No

- 25) Acceptance of Invitation for Bid Content: The contents of the successful IFB/RFP are included as if fully reproduced herein. Therefore, the selected contractor must be prepared to be bound by his/her proposal as submitted.

26) RENEWAL OF CONTRACT

The continuation of the terms, conditions, and provisions of any resulting contract beyond the fiscal year is subject to approval and ratification by Georgetown County and appropriation of the necessary money to fund said contract for each succeeding year.

27) CERTIFICATION REGARDING DRUG-FREE WORKPLACE:

The undersigned certifies that the vendor listed below will provide a “drug-free workplace” as that term is defined in Section 44-107-30 of the Code of Laws of South Carolina, 1976, as amended, by the complying with the requirements set forth in title 44, Chapter 107.

☐ Yes      ☐ No

- 28) Any attempt by the vendor to influence the opinion of County Staff or County Council by discussion, promotion, advertising, misrepresentation of the submittal or purchasing process or any procedure to promote their offer will constitute a violation of the vendor submittal conditions and will cause the vendor's submittal to be declared null and void.
- 29) The lowest or any proposal will not necessarily be accepted and the County reserves the right to award any portion thereof. I/We, the undersigned, hereby confirm that all the above noted documents for Bid/Request for Proposal No. 22-035 were received.

30) MINORITY PARTICIPATION [INFORMATION ONLY]

- (a) Is the bidder a South Carolina Certified Minority Business?

☐ Yes      ☐ No

- (b) Is the bidder a Minority Business certified by another governmental entity?

☐ Yes      ☐ No

If so, please list the certifying governmental entity: \_\_\_\_\_

- (c) Will any of the work under this contract be performed by a SC certified Minority Business as a subcontractor?

☐ Yes      ☐ No

If so, what percentage of the total value of the contract will be performed by a SC certified Minority Business as a subcontractor? \_\_\_\_\_%

- (d) Will any of the work under this contract be performed by a minority business certified by another governmental entity as a subcontractor?

☐ Yes      ☐ No

If so, what percentage of the total value of the contract will be performed by a minority business certified by another governmental entity as a subcontractor?  
\_\_\_\_\_%

- (e) If a certified Minority Business is participating in this contract, please indicate all categories for which the Business is certified:

☐ Traditional minority

☐ Traditional minority, but female

☐ Women (Caucasian females)

☐ Hispanic minorities

☐ DOT referral (Traditional minority)

☐ DOT referral (Caucasian female)

☐ Temporary certification

☐ SBA 8 (a) certification referral

☐ Other minorities (Native American, Asian, etc.) \_\_\_\_\_

(If more than one minority contractor will be utilized in the performance of this contract, please provide the information above for each minority business.)

31) ILLEGAL IMMIGRATION: Non-Construction (NOV. 2008): (An overview is available at [www.procurement.sc.gov](http://www.procurement.sc.gov)) By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14. [07-7B097-1]

32)

INFORMATION ONLY:

☐ Our company accepts VISA government procurement cards.

If yes, list any upcharge for P-Card Payment? \_\_\_\_\_

☐ Our company does not accept VISA government procurement cards.

33) Printed Name of person binding bid \_\_\_\_\_

34) Signature (X) \_\_\_\_\_

35) Date \_\_\_\_\_

**NOTE: THE ENTIRE IFB PACKET NEED NOT BE RETURNED. Please be sure to provide all mandatory bid submittal forms as requested. Thank you.**

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

**EXHIBIT B**

**Bid #22-081  
Lafayette Park Retaining Wall Project**



**ADDENDUM ACKNOWLEDGEMENT**

**Mandatory Submittal Form**

COMPANY NAME: \_\_\_\_\_

- |                          |                                  |                     |
|--------------------------|----------------------------------|---------------------|
| <input type="checkbox"/> | Addendum #1 Received Date: _____ | Initialed By: _____ |
| <input type="checkbox"/> | Addendum #2 Received Date: _____ | Initialed By: _____ |
| <input type="checkbox"/> | Addendum #3 Received Date: _____ | Initialed By: _____ |
| <input type="checkbox"/> | Addendum #4 Received Date: _____ | Initialed By: _____ |
| <input type="checkbox"/> | Addendum #5 Received Date: _____ | Initialed By: _____ |
| <input type="checkbox"/> | Addendum #6 Received Date: _____ | Initialed By: _____ |

[THE REMAINDER OF THIS PAGE IS BLANK]



**EXHIBIT C**

**NON-COLLUSION AFFIDAVIT OF PRIME PROPOSER / BIDDER  
Bid #22-081, Lafayette Park Retaining Wall Project  
(Mandatory Bid Submittal Form)**

COUNTY OF: \_\_\_\_\_)

STATE OF: \_\_\_\_\_)

\_\_\_\_\_ being first duly sworn, has made oath that they are the  
(Print/Type Name of Person Authorized to Bind Company)

\_\_\_\_\_ of \_\_\_\_\_  
(Print/Type Title-i.e. Owner, President, etc.) (Print/Type Company Name)

the party making the foregoing proposal that such proposal is genuine and not collusive or sham; that said Offeror has not colluded, conspired, connived, or agreed directly or indirectly, with any Offeror or person, to put in a sham Proposal, or that such other person shall refrain from submitting a proposal and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the proposal price of affiant or any other Offeror, or to fix any overhead, profit or cost element of said proposal price, or of that of any other Offeror or to secure any advantage against Owner or any person interested in the proposed Contract; and that all statements in said Proposal are true; and further, that such Offeror has not, directly or indirectly submitted this proposal, or the contents thereof, or divulged information or data relative to any association or to any member or agent thereof.

Signature of Offeror: \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Official Signature of Notary: \_\_\_\_\_

Notary's Printed or Typed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**Affix Notary Seal Below:**



## **EXHIBIT D**

### **LIST OF PRIME AND SUBCONTRACTORS Bid #22-081, Lafayette Park Retaining Wall Project (Mandatory Bid Submittal Form)**

The undersigned states that the following is a full and complete list of proposed prime contractor and subcontractors on this Project and the class of work to be performed by each, and that such list will not be added to nor altered without the written consent of the Owner.

<b>Prime Contractor, Subcontractor Consultants and Address</b>	<b>Class of Work to be Performed</b>
1) _____ _____	_____ _____
2) _____ _____	_____ _____
3) _____ _____	_____ _____
4) _____ _____	_____ _____
5) _____ _____	_____ _____
6) _____ _____	_____ _____

**Date:** \_\_\_\_\_

**Firm Name:** \_\_\_\_\_

**Signed:** \_\_\_\_\_

**Title:** \_\_\_\_\_



## **EXHIBIT E**

### **STATEMENT OF EXPERIENCE Bid #22-081, Lafayette Park Retaining Wall Project (Mandatory Bid Submittal Form)**

The Bidder is requested to state below what work of similar scope and complexity he/she has successfully completed, and to provide references that will enable the Owner to judge his/her experience, skill and business standing and his/her ability to conduct the Work in conformance with the requirements of the Construction Contract Documents. The County requests a minimum of three (3) references from the Primary Contractor. The Bidder may print additional pages to provide additional references if they so choose.

#### **Project and Location**

#### **Reference**

1) _____	_____
_____	_____
_____	_____
2) _____	_____
_____	_____
_____	_____
3) _____	_____
_____	_____
_____	_____

**Date:** \_\_\_\_\_

**Firm Name:** \_\_\_\_\_

**Signed:** \_\_\_\_\_

**Title:** \_\_\_\_\_

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]



## **EXHIBIT F**

### **UNIT PRICE SCHEDULE**

#### **Bid #22-081, Lafayette Park Retaining Wall Project**

#### **(Mandatory Bid Submittal Form)**

When changes in the work are ordered by the Owner, and such changes involve the following items, the following unit prices will be used to calculate adjustments to the Contract Sum. These unit prices shall be for the Work as specified, including all labor, materials, equipment, accessories, shipping, preparation, insurance, testing, overhead, profit, applicable taxes, permits, fees, warranties and all other associated costs for the finished and completed Work.

This list may not include all components necessary to provide a completed product, therefore any applicable items necessary to provide a completed product should be considered in your unit price response.

### **UNIT PRICE SCHEDULE**

<b>Item</b>	<b>Unit Price Item</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total Cost</b>
1	Mobilization	LS	1	\$	
2	Vinyl Bulkhead	LF	80	\$	

**Total for Construction =** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Firm Name:** \_\_\_\_\_

**Signed:** \_\_\_\_\_ **Title:** \_\_\_\_\_





## **“EXHIBIT H”**

### **RESIDENCE CERTIFICATION FOR LOCAL PREFERENCE MANDATORY VENDOR SUBMITTAL FORM**

WHEREAS, Georgetown County Council desires to further its support of local businesses when awarding contracts for the provision of supplies and construction services to the County through its established procurement procedures.

THEREFOR pursuant to Georgetown County, SC Ordinance #20-32, §2-50 Local Preference, the Georgetown County Purchasing Officer requests each offeror provide Residence Certification. The Local Preference Option provides some restrictions on the awarding of governmental contracts; provisions of which are stated below:

#### **Sec 2-50. Local Preference**

1. A vendor shall be deemed a Local Georgetown County vendor for the purposes of this Section if such vendor is an individual, partnership, association or corporation that is authorized to transact business within the State, maintains an office in Georgetown County, and maintains a representative inventory or commodities within the County on which the bid is submitted, and has paid all taxes duly assessed.
2. This option allows the lowest local Bidder whose bid is within five-percent (5%) of the lowest non-local Bidder to match the bid submitted by the non-local Bidder and thereby be awarded the contract. This preference shall apply only when (a) the total dollar purchase is greater than \$30,000; (b) the vendor has a physical business address located and operating within the limits of Georgetown County and has been doing business in the County for a period of twelve (12) months or more; and (c) the vendor provides proof of payment of all applicable Georgetown County taxes and fees if so requested.
3. Should the lowest responsible and responsive Georgetown County bidder not exercise its right to match the bid as granted herein, the next lowest qualified Georgetown County bidder shall have that right and so on. The right to exercise the right to match the bid shall be exercised within 24 hours of notification of the right to match the non-Georgetown County bidder's bid.
4. In order to qualify for the local preference authorized by this Section, the vendor seeking same shall be required to submit with its bid a statement containing relevant information which demonstrates compliance with the provisions of this Section. This statement shall be on a form provided by the County purchasing department and shall be signed under penalty of perjury. Failure to provide such affidavit at the time the bidder submits its bid shall constitute a waiver of any claim for preference.
5. For all contracts for architecture, professional engineering, or other professional services governed by Section 2-56, Architect-Engineer and Land Surveying Services – Public Announcement and Selection Process, the county shall include the local business status of a firm among the factors considered when selecting which firms are “most highly qualified.” In determining which firm is the “most qualified” for purposes of negotiating a satisfactory contract, preference shall be given to a local business where all other relevant factors are equal.
6. Local preference shall not apply to the following categories of contracts:

- (a) Goods or services provided under a cooperative purchasing agreement or similar “piggyback” contract;
- (b) Contracts for professional services except as provided for in section five (§5) above;
- (c) Purchases or contracts which are funded, in whole or in part, by a governmental or other funding entity, where the terms and conditions of receipt of the funds prohibit the preference;
- (d) Purchases or contracts made pursuant to a noncompetitive award process, unless otherwise provided by this section; or
- (e) Any bid announcement which specifically provides that the general local preference policies set forth in this section are suspended due to the unique nature of the goods or services sought, the existence of an emergency as found by either the county council or county administrator, or where such suspension is, in the opinion of the county attorney, required by law.

☐ I certify that [Company Name] \_\_\_\_\_ is a **Resident Bidder** of Georgetown County as defined in Ordinance #20-32, (see §1. above) and our local place of business within Georgetown County is: \_\_\_\_\_  
\_\_\_\_\_

☐ I certify that [Company Name] \_\_\_\_\_ is a **Non-Resident Bidder** of Georgetown County as defined in Ordinance #20-32, and our principal place of business is \_\_\_\_\_ [City and State].

(X) \_\_\_\_\_  
Signature of Company Officer



## **EXHIBIT H**

# **EXCEPTIONS PAGE**

**Bid #22-081, Lafayette Park Retaining Wall Project**

## **MANDATORY BID SUBMISSION FORM**

List any areas where you cannot or will not comply with the specifications or terms contained herein. If none, write "NONE".

**END OF SECTION 00300**

**END OF VOLUME 0**  
**SECTION 00750**

**SUMMARY SCHEDULE AND KEY MILESTONES**

1.0 GENERAL

1.01 THIS SECTION INCLUDES

- A. Summary Submittals
- B. Key Milestones
- C. Base Bid Summary Schedule

1.02 SUMMARY SCHEDULE

- A. Summary Schedules referred to in this section will be developed by the Contractor and the Owner illustrating an approach to designing and constructing the project. The activities to be shown on the schedules will be monitored and updated.
- B. Milestones shown on the Summary Schedules will be “Key Milestones” and are to be included in the Contractor’s Contract Schedule. The Contractor is responsible to develop his/her own activities and logic to meet the required Key Milestone Intermediate Dates. Refer to Division 1, Section 01310, Project Management and Coordination.

1.03 KEY MILESTONES

- A. Key Milestones shall be included in all Contractor Schedules and show completing on the intermediate dates shown in this Section.
- B. Key Milestones are a contractual requirement that will be assessed for each Key Milestone that completes beyond the dates listed below.
- C. Key Milestones for the Base Bid are as follows:

Substantial Completion: 60 Days from NTP

Final Completion: 90 Days from NTP

**END OF SECTION 00750**

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

## **SECTION 00800**

### **SPECIAL PROJECT CONDITIONS**

#### **1.0 PURPOSE**

The Special Project Conditions are intended to identify those elements of work and items of material, and responsibilities of the Contractor, which are unique to the **Lafayette Park Retaining Wall Project** and required by the Contract Documents. They are intended to supplement those contractual requirements contained within the Contract Documents including, but not limited to: the Contract; Division 1, General Requirements, Drawings and Technical Specifications.

#### **2.0 SAFETY AND SECURITY**

##### **2.0.1 ENTRY ONTO THE PROJECT SITE**

The Contractor shall be responsible for the security of all materials and equipment to be used for the Work of the Project. Vehicles to be allowed on the Project site will include only those of the Contractor, prime and sub-contractors and those designated by the Owner. Contractor shall have sole responsibility for the safety of vehicles in close vicinity and within the projects Limits of Disturbance.

##### **2.0.2 STORAGE / STAGING AREA**

All construction material, either the Contractor's, prime and sub-contractor's vehicles and equipment, and personal vehicle parking areas will be established and regulated by the Contractor and approved by the Owner. Staging and storage areas will not be provided by the Owner. Coordination of deliveries and storage will be determined during the pre-construction conference.

##### **2.0.3 OPEN TRENCHES**

All open trenches and excavations that could be hazardous to safety within the project site shall be visibly marked or flagged. TRENCHES SHALL NOT REMAIN OPEN AT NIGHT.

##### **2.0.4 SECURITY**

The Contractor shall be responsible for the security of his/her equipment and materials, as well as the security of the equipment and materials of his agents prime and sub-contractors. Further, he/her shall be responsible for the security of all gates and entrances to the Project site. The gates shall be locked at all times, or guards posted at the gates to control ingress and egress through them. The Contractor shall provide adequate lighting for the entire area of the Project site, should no fault of the Owner, night time operations be necessary.

The Contractor shall provide to Owner a list of all his/her employees as well as a list of all the employees of the prime and sub-contractors and shall, during the work of the Project, advise the Owner of changes to the list of personnel working on the Project. The Contractor shall be responsible for the direct supervision of his/her employees, those of his agents, prime and sub-contractors at all times while on the Project site.

The Contractor shall exercise and take all precautions in the storage and dispensing of all flammable liquids such as, but not limited to, gasoline, diesel fuel and lubricants.

### **3.0 SURFACE INFORMATION AND MATERIALS INSPECTION**

The Contractor shall have full responsibility for acquisition, interpretation, analysis and cost impact of sub-surface conditions in the performance of the Work required by this contract. The Contractor shall provide, to the Owner, written certification that all materials and equipment meet the design requirements, established in the drawings and technical specifications for permitting and are in conformance with the Construction Documents. Copies of all test, inspection and certification reports shall be submitted to the Owner within twenty-four (24) hours of receipt of such reports by the Contractor.

### **4.0 PAVEMENT**

The Contractor shall be responsible for all roadways adjacent to or on the project site over which his, his agents prime and / or sub-contractors vehicles may travel. The Contractor shall at his sole cost and expense, repair any damage caused by operation of equipment or hauling of debris on any and all roads off of the project site used to travel on.

### **5.0 PROJECT SIGN**

NOT APPLICABLE

### **6.0 LANDSCAPING AND TREES**

The contractor shall be responsible for all landscaping and / or trees damaged due to negligence incurred by his / her operations.

## **PART 2- PRODUCTS**

Not Used

## **PART 3- EXECUTION**

Not Used

**END OF SECTION 00800**

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

## **SECTION 01100**

### **SUMMARY OF WORK**

The Summary of Work in this Section comprises the LAFAYETTE PARK RETAINING WALL, Georgetown, Georgetown County, South Carolina. The following scope of work description is intended to be general in nature. The intention is to have the successful Contractor perform all of the work included and presented within the Construction Contract Documents, paying particular attention to the Summary Schedule, Key Milestones in Division 0, Section 00750. The Contractor shall comply with and be responsible for all of the requirements of the Project Manual including the Drawings and Specifications.

#### **1.01 RELATED REQUIREMENTS INCLUDED**

- A. Project Manual, Division 0, Bidding and Contract Documents
- B. Project Manual, Division 1, General Requirements
- C. The Contractor shall comply with and be responsible for all of the requirements of the Project Manual, without exception.
- D. The Contract Form for this Project shall be as stipulated in Division 0, Section 00500 in the Project Manual.

#### **1.02 SCOPE OF WORK**

The project consists of installing approximately 83 linear feet of vinyl bulkhead to repair a failing slope at Lafayette Park.

#### **1.03 SUBSTANTIAL COMPLETION**

Substantial completion is the time at which the Work has progressed to the point where, in the opinion of the Owner and the Engineer, the Work is sufficiently complete in accordance with the Contract Documents so that the facilities can be utilized for the purposes for which they are intended. For this project, Substantial Completion includes all components of the Work of the Project that provides immediate service to the new facility, which has been inspected by the Engineer and determined to be functioning properly. This requires the contractor to achieve completion of all Work of the Project.

#### **1.04 FINAL COMPLETION**

Final completion is the time, as certified by the Engineer and accepted by the Owner, when all Work of the Project is complete, post completion documents have been submitted by the contractor and are satisfactory, and the Project is ready for final payment. Final completion requires the contractor to be at the level of functionality defined complete with all "punch list" items addressed to be complete in all respects as contained within the Construction Contract Documents. The date of final completion shall constitute the date of the beginning of the Guarantee and Warranty period.

#### **1.05 USE OF THE PREMISES**

- A. Contractor shall have use of the area encompassing the Project Site as shown on the applicable drawings for execution of the Work of this Contract, except as may be otherwise indicated or necessitated by the requirements of the Project Manual, or as may be determined by the Owner.
- B. Contractor shall provide, or cause to be provided, and shall pay for all geo-technical services, testing, labor, equipment, materials and such other utilities, transportation and facilities necessary for the proper execution of the Work, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Work.

- C. Contractor shall provide protection at all affected areas of the site during the performance of the Work.
- D. Contractor shall perform all work in conformance with O.S.H.A. requirements, which will be strictly enforced.
- E. Contractor shall coordinate the use of the premises consistent with the Project requirements as may be directed by the Owner.
- F. Contractor shall use access routes for delivery of materials and equipment only as indicated on the drawings approved by the Owner and as may be directed by the Owner. Do not use access routes other than those indicated. Contractor shall keep clean, maintain and repair all access routes used.
- G. Contractor shall assume full responsibility for the protection and safekeeping of all products under this contract, stored and / or installed on the Project Site as well as those products stored off the Project Site. Materials, products and equipment shall be stored on the Project Site only in those areas indicated or allowed for staging and approved by the Owner.
- H. Safe staging and material storage shall be limited to the area indicated on the drawings, which have been approved by the Owner and as may be designated by the Owner. Contractor must obtain specific permission from the Owner for the use of other areas for storage and staging.
- I. Contractor shall protect existing sidewalks, pavement, curbs, utilities, building exterior and interior surfaces subject to damage by Work performed under this contract. Contractor shall, at his sole cost and expense, repair or replace any existing work damaged by his/her prime and/or sub-contractor's personnel or equipment.

#### 1.06 WORK SEQUENCE AND COMPLETION

- A. Contractor shall work in an orderly manner coordinated with the work of other disciplines and trades.
- B. No disruption to, or use of adjacent facilities and access to those facilities will be allowed.
- C. The Owner may require certain work to be performed after normal working hours or on holidays or weekends or as may be necessitated in the Public interest. Such work does not constitute a change of scope or additional cost.
- D. Contractor shall perform the Work in conformance with the Summary Schedule and Key Milestones in Section 00750. This Section includes critical interim completion dates that the Contractor is required to meet.

#### 1.07 SUBSTITUTIONS AND PRODUCT OPTIONS

Written requests for substitutions shall be forwarded to the Engineer for review and Owner approval.

#### 1.08 SURVEY

Contractor shall verify all survey data, geo-technical reports and investigations included within the Contract Documents and report any errors and inconsistencies in writing to the Owner before any work is performed in those areas where errors and inconsistencies may exist. Refer to Division 1, Section 01310, Project Management and Coordination in the Project Manual.

### **PART 2- PRODUCTS**

Not Used

### **PART 3- EXECUTION**

Not Used



## **END OF SECTION 01100**

## **SECTION 01290**

### **PAYMENT PROCEDURES**

#### **PART 1 - GENERAL**

##### **1.1 RELATED REQUIREMENTS**

- A. Division 0, Bidding and Contract Documents of the Project Manual.
- B. Division 1, General Requirements of the Project Manual

##### **1.2 SUMMARY**

- A. This Section specifies administrative and procedural requirements governing the Contractor's Application and Certificate for Payment.
- B. This Section requires the coordination of the Contractor's Applications for Payment with the approved Construction Schedule, including established Key-Milestone Dates, Schedule of Values, Submittal Schedule, completion date, Prime and Sub-Contractors work and release of liens.

##### **1.3 APPLICATION FOR PAYMENT**

###### **A. General**

1. Progress payments shall be applied for and made as the construction of the Work proceeds at intervals stated in the Contract. The Contractor will provide, to the Owner a "draft" copy of his/her Application for Payment on the 25<sup>th</sup> day of the month, or the closest workday should the 25<sup>th</sup> day fall on a weekend or holiday. This provides an opportunity to discuss figures (Schedule of Values) before they become "fixed", and will expedite the processing of the final typed Application when the Owner receives it.
2. Formal Applications for Payment shall be submitted to the Owner by close of business on the 1<sup>st</sup> day of the succeeding month, or the closest work day should the 1<sup>st</sup> day fall on a weekend or holiday of the month. The Application and Certificate for Payment will be processed, by the Owner, thirty (30) calendar days from the day that the Contractor submits the final Application and Certificate for Payment, except if that day should fall on a weekend or holiday in which case payment shall be made on the next succeeding work day.
3. All information required on the Application for Payment shall be provided and filled in, including that for Change Orders executed prior to the date of submittal of the Application. Summary of dollar values must agree with respective totals indicated on continuation sheets.
4. Each Application for Payment shall be consistent with previous Applications as approved by and paid for by the Owner.
5. All Work covered by Progress Payments shall, at the time of payment, become the property of the Owner.
6. Form of Application for Payment will be AIA Document G 702 revised, and Continuation Sheets G 703.

7. All formal Applications for Payment shall be submitted in duplicate to the Owner by means ensuring receipt within twenty-four (24) hours. Itemized Applications and supporting documents shall be submitted with a complete transmittal form listing attachments, and recording appropriate information related to the Application in a manner acceptable to the Owner. Itemized data and format provided on continuation sheets shall include schedules, line items, values as stipulated in the Schedule of Values as accepted by the Owner.
8. With each Application for Payment the Contractor shall certify that such Application for Payment represents a just estimate of costs reimbursable to Contractor under terms of the Contract and shall certify there are no Mechanic's or Materialmen's Liens outstanding at the date of that Application for Payment, that all due and payable bills with respect to the Work have been paid to date or shall be paid from the proceeds of that Application for Payment, that there is no known basis for the filing of any Mechanic's or Materialmen's Lien against the Surety in connection with the Work, that Waivers and Bills Paid Affidavit forms from all prime and subcontractors, consultants and materialmen have been, or will be, obtained in the form agreeable to the Owner and that amount of the contract remaining to be expended is sufficient to complete the project.
9. The Contractor shall complete each entry on the forms, including notarization and execution by a person authorized to sign legal documents on behalf of the Contractor. Incomplete Applications and Certificate for Payment will be returned without action.
10. Conditions governing regular schedule for applications, payment and ten percent (10%) retainage shall be as stated in the Contract.
11. Continuation sheets shall include a total list of all scheduled component items of work with item number and scheduled dollar value for each item. Dollar values to be included in each column for each scheduled line item when Work has been performed or products stored. Round off values to nearest dollar or as may be specified for Schedule of Values.
12. List each Change Order executed prior to date of submission at end of continuation sheets. List by Change Order number and description as to original component item of Work.

B. Waivers and Mechanics Liens

1. Monthly Applications for Payment shall include Waivers of Mechanic's Liens and Claims for all Work included in the period of construction covered by the Application for Payment and the previous month's Application. Waivers of Liens and Claims from prime contractors or subcontractors and suppliers shall include the period of construction covered by the Application for Payment, the total amount paid prior to and including the previous month's Application for Payment.
2. Partial Waivers of Liens shall be submitted on each item of work for the amount requested, prior to deduction for retainage, for each item.
3. Contractor shall submit final or full Waivers of Liens and Claims for completed items of work shown on the monthly Application for Payment.
4. The Owner reserves the right to designate which entities involved in the Work must submit Waivers of Liens.
5. The Contractor's final Application for Payment shall be submitted with, or preceded by final Waivers from every entity involved with the performance of work, supplying of

materials or the providing of professional services covered by the Application who could lawfully be entitled to a Lien.

6. Waivers of Liens shall be provided on forms, and executed in a manner acceptable to the Owner.

#### C. Initial (First) Monthly Application for Payment

1. Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include, but are not limited to the following:
  - a. List of all prime contractors, first and second tier subcontractors.
  - b. Contractor's Sworn Statement of principal suppliers, fabricators, prime and subcontractors.
  - c. Schedule of Values.
  - d. Contractor's construction schedule, to be updated monthly.
  - e. Initial progress report.
  - f. Certificates of Insurance and insurance policies.
  - g. Any material stored off site must carry additional insurance (All Risk Rider) stating Owner as insured. All material will be inspected by the Owner before billing can be approved. Bill of Sale and receipts for items being billed at cost only are required and 25% retainage will be held for off-site stored materials. Paperwork must accompany request two weeks prior to billing to insure adequate time to schedule Owner's inspection.
  - h. Contractor's Construction Safety Plan (Initial Only).

#### D. Application for Payment at Substantial Completion

1. The Contractor shall, upon issuance of the Certificate of Substantial Completion, submit his/her Application for payment, which shall reflect any Certificates of Substantial Completion issued previously for Owner occupancy for designated portions of the Work.
2. Application shall include, but not be limited to and as may be determined by the Owner, the following:
  - a. Certificates of Occupancy and such other permits and approvals as may be required.
  - b. Warranties (Guarantees) and maintenance agreements as may be applicable.
  - c. Changeover information related to Owner's occupancy, use, operation and maintenance.
  - d. Final cleaning of paved areas.
  - e. Application for Reduction of Retainage, and Consent of Surety.
  - f. List of incomplete Work, recognized as exceptions to issuance of Certificate of Substantial Completion

#### E. Final Application for Payment

1. Administrative actions and submittals that shall precede or coincide with this final Application for Payment shall include, but not be limited to and as may be determined by the Owner, the following:
  - a. Completion of Project Closeout requirements.
  - b. Completion of items specified for completion after Substantial Completion.
  - c. Prepare and submit to the Owner a list of unsettled claims, as may be applicable.

- d. Transmit to the Owner all required project records including permit drawings, as constructed drawings both on hard copy and in electronic format.
- e. Provide to the Owner evidence that all requisite taxes, fees and similar obligations have been paid in full.
- f. Removal of all temporary facilities and services.
- g. Removal of all surplus materials, rubbish and similar elements.

## **PART 2 - PRODUCTS**

Not Used

## **PART 3 – EXECUTION**

Not Used

**END OF SECTION 01290**

**[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**

## **SECTION 01300**

### **REGULATORY REQUIREMENTS**

#### **PART 1 – GENERAL**

##### **1.01 RELATED REQUIREMENTS**

- A. Division 0, Bidding and Contract Documents of the Project Manual
- B. Division 1, General Requirements of the Project Manual

##### **1.02 CODES, AUTHORITIES, REGULATORY AGENCIES, AND INDUSTRY REFERENCES**

- A. Where references are made on the Drawings or in the Technical Specifications to codes, they shall be considered an integral part of the Construction Contract Documents as minimum standards. Nothing contained in the Construction Contract Documents shall be so construed as to be in conflict with any law, bylaw, ordinance or regulation of the municipal, state, federal or other authorities having jurisdiction. The Contractor shall reflect reference to specific codes, as may be applicable, insuring conformance with code requirements.
- B. Perform Work in compliance with the following code:
  - 1. Current edition of all applicable building code(s), local, state and federal.
  - 2. International Building Code - 2006
- C. Perform Work in compliance with the following Authorities and Regulatory Agencies:
  - 1. Georgetown County, South Carolina
  - 2. South Carolina Dept. of Transportation (SCDOT)
  - 3. South Carolina Department of Health Environmental Controls (SCDHEC / OCRM)
  - 4. OSHA Code of Federal Regulations. (OSHA)
  - 5. All federal, state and local clean air, clean water, water rights, resource recovery, and solid waste disposal standards and the Federal Endangered Species Act, and the Occupational Safety and Health Acts.
  - 6. Environmental Protection Agency (EPA).

##### **1.04 PERMITTING**

- A. At no additional expense to the Owner, the Contractor shall file for and obtain necessary licenses and permits for any interim phases for construction, and be responsible for complying with any federal, state, county, and municipal laws, codes, regulations and ordinances applicable to the performance of the Work, including, but not limited to, any laws or regulations requiring the use of licensed prime and /or subcontractors to perform parts of the Work.

##### **1.05 INSPECTION AND CERTIFICATIONS**

- A. Arrange inspection and obtain Certificates of approval from applicable authorities having jurisdiction. Furnish Certificates of Approval in accordance with the applicable Technical Specifications and the General Requirements of the Contract.

- B. Notify and coordinate for all appropriate county and state inspections of the work. Allow enough time to maintain progress of the work.

#### 1.06 PERFORMANCE

- A. Should the Contractor knowingly perform any Work that does not conform with the requirements of applicable codes, ordinances, regulations, or standards, without having given prior written notice to the Owner and obtaining required variance, etc. from the governing body, Contractor shall assume full responsibility thereof and shall bear all costs involved in correcting such non-complying Work. Costs shall include but not be limited to: All fines, inspection costs, damages, design and management fees in addition to the cost of removal and replacement of the work of all trades involved.

#### **PART 2 – PRODUCTS**

Not Used.

#### **PART 3 – EXECUTION**

Not Used.

**END OF SECTION 01300**

**[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**

## **SECTION 01310**

### **PROJECT MANAGEMENT AND COORDINATION**

#### **PART 1 – GENERAL**

##### **1.01 REQUIREMENTS INCLUDED**

- A. The Contractor shall comply with and be responsible for all of the requirements of the Project Manual and the Construction Contract Documents, without exception
- B. Contractor shall be responsible for general project coordination of all construction phases and aspects, trades and disciplines of the Work of the Project.
- C. Contractor shall be responsible for general coordination of all construction site operations and with other improvement projects that may be conducted by the Owner.
- D. Contractor shall be responsible for general coordination with other interested parties including, but not limited to, SCDOT, SCDHEC, Santee Cooper, Georgetown County Water & Sewer District, Owner other Contractors working on abutting property projects, and all involved permitting authorities.

##### **1.02 RELATED REQUIREMENTS**

- A. Division 0, Bidding and Contract Documents in the Project Manual.
- B. Division 1, General Requirements in the Project Manual

##### **1.03 GENERAL COORDINATION**

- A. Coordinate scheduling, submittals, and work of various Sections of the Technical Specifications to assure efficient and orderly sequence of installation of construction elements with provisions for accommodating any items furnished by the Owner, or others, to be installed by the Contractor.
- B. Coordinate sequence of Work to accommodate partial occupancy for the Owner as specified in Section 01100, Summary of Work and / or as directed by the Owner.
- C. Review and coordinate requirements of all Divisions of the Project Manual and Sections of the Technical Specifications. Report any discrepancies to the Owner
- D. Maintain services of prime and major sub-contractors throughout duration of the Contract, except as may be required by provisions of Conditions of Contract. Notify the Owner, in writing, of intention to replace prime or sub-contractor(s), outlying reasons for the action and naming proposed replacement contractor(s).
- E. Coordinate work of prime and sub-contractors and record contractor installation(s) data on Project Record (As Constructed) Drawings.
- F. All communications regarding Contract requirements shall be addressed to the Owner. Outline any special procedures required for coordination and include such items as required notices, reports and attendance at meetings.
- G. Arbitrate and resolve coordination conflicts between prime and sub-contractors to ensure complete and operational systems.

- H. Coordinate work with all existing utility systems.
- I. Coordinate construction activities to ensure that operations are carried out with due consideration given to energy, water and materials.
- J. Salvage materials and equipment involved in performance of, but not actually incorporated in, the Work. Salvage material shall include marketable deciduous and coniferous timber to be cut and removed by the Contractor on the project site.

#### 1.04 COORDINATION MEETINGS

- A. In addition to the meetings referred to in Section 01315, Progress Meetings, the Contractor shall conduct coordination meetings and pre-installation meetings with supervisory personnel, prime and sub-contractors, suppliers, the Owner and others as necessary and applicable, to assure coordination of different trades and disciplines
- B. Schedule coordination and pre-installation meetings with prime and sub-contractors, suppliers and the Owner to discuss hardware installation and specialty systems installation.

#### 1.05 COORDINATION OF SUBMITTALS

- A. Coordinate use of Project space and sequence of installation of equipment, walks, parking areas, mechanical, electrical, plumbing, or other Work that is indicated diagrammatically on the Contract drawings and/or contained in the Technical Specifications. Utilize space efficiently to maximize accessibility for Owner installations, maintenance and repairs.
- B. Where installation of one part of the Work is dependent on installation of other components, either before or after its own installation, schedule construction activities in sequence required to obtain best results.
- C. Make adequate provisions to accommodate items scheduled for later installation, including accepted Bid Alternates, Owner supplied items, sub-subcontractor installed items, work by others, and installation of products purchased with allowances.

### **PART 2 – PRODUCTS**

**Not Used**

### **PART 3 – EXECUTION**

**Not Used.**

**END OF SECTION 01310**

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**



## **SECTION 01315**

### **PROGRESS MEETINGS**

#### **PART 1 - GENERAL**

##### **1.1 RELATED DOCUMENTS**

- A. Division 0, Bidding and Contract Documents, and.
- B. Division 1, General Requirements of the Contract Documents apply to this Section.

##### **1.2 SUMMARY**

- A. This Section specifies administrative and procedural requirements for project meetings including but not limited to:
  - 1. Construction Progress Meetings.

##### **1.3 PROGRESS MEETINGS**

- A. Conduct construction progress meetings at the Project site at regularly scheduled intervals. Notify the Owner of scheduled meeting dates. Coordinate dates of meetings with preparation of the payment request.
- B. Agenda: Review and correct or approve minutes of the previous Construction progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate in the current status of the Project.
  - 1. Contractor's construction schedule: Review progress since the last meeting. Determine where each activity is in relation to the Contractor's schedule, whether on time or ahead or behind schedule. Determine how schedule can be improved if behind.
- C. Reporting: After each progress meeting date, the Contractor will distribute copies of minutes of the meeting to each party present and to other parties who should have been present. Include a brief summary, in narrative form, of progress since the previous meeting and report.
  - 1. Schedule Updating: Revise the construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue the revised schedule concurrently with the report of each meeting.

#### **PART 2 - PRODUCTS (Not Applicable)**

#### **PART 3 - EXECUTION (Not Applicable)**

**END OF SECTION 01315**

## **SECTION 01331**

### **SCHEDULE OF VALUES**

#### **PART 1 – GENERAL**

##### **1.01 RELATED REQUIREMENTS**

- A. Contractor shall submit to the Owner a Schedule of Values with line items allocated to various portions of the Work with their response (Bid) to the RFP.
- B. Provide Owner, upon request, with support values including data substantiating their correctness.
- C. Division 0, Bidding and Contract Documents and
- D. Division 1, General Requirements apply to this Section.

##### **1.02 FORM AND CONTENT**

- A. The Schedule of Values shall be tabulated to correspond with the Contractor's Application and Certificate for Payment form. The Schedule of Values shall be identified with:
  - 1. Title of Project, Bid Number and Location
  - 2. Project Manager for Contractor
  - 3. Name and Address of Contractor
  - 4. Contract Designation
  - 5. Date of Submission
- B. Schedule of Values shall be presented in accordance with the CSI format on a line item basis
- C. Listing of Component Items:
  - 1. Identify each line item with the number and title of the respective major section of the Technical Specifications.
  - 2. Provide breakdown of Contract Sum in sufficient detail to facilitate continued evaluation of Applications for Payment and Progress Reports. Break principal subcontract amounts down into several line items by completed task in various locations.
  - 3. Round off amounts to nearest whole dollar, total of all listed values shall equal total Contract Sum.
  - 4. For each part of the Work where an Application for Payment may include materials or equipment, purchased or fabricated and stored, but not yet installed, provide separate line items on Schedule of Values for initial cost of materials, for each subsequent state of completion, and for total installed value of that part of the Work.
  - 5. Costs of actual work-in-place may be shown as separate line items in Schedule of Values.
    - a. Insurance
    - b. Temporary facilities, services and controls.
    - c. Field supervision and layout
    - d. Testing
    - e. Allowances
  - 6. Separate material cost and labor cost as may be directed or requested by the Owner
- D. For each major line item whose value is larger than five thousand dollars (\$5,000.00) list sub-values of major products or operations under the item.
- E. For various portions of the Work:

1. Each item shall include a directly proportional amount of overhead and profit.
2. For items on which progress payments will be requested for stored materials, break down the value into:
  - a. Cost of materials, delivered and unloaded, with taxes paid.
  - b. Total installed value.

F. The sum of all values listed in the Schedule of Values shall equal the total Contract Sum.

1.03 SUB-SCHEDULE OF UNIT MATERIAL VALUES

A. Not Included (NIC)

1.04 RESUBMITTAL

- A. After review by the Owner, Contractor may be requested to revise and resubmit Schedule as necessary.
- B. Revised and approved Schedule shall be resubmitted as part of monthly Application for Payment.

1.05 MATERIALS STORED OFF - SITE

- A. Payment for materials and equipment stored off – site, and not on the property of Georgetown County shall be subject to, and comply with the following:
  1. Prior written approval from the Owner, of materials and equipment to be stored, and location of facilities to be used for storage.
  2. Storage of materials and equipment will be in a bonded warehouse. Proof of insurance shall be provided to the Owner in the name of Georgetown County.
  3. Contractor shall furnish an inventory, including invoices, for all stored materials and equipment that are included in the Application for Payment using a form acceptable to and approved by the Owner.
  4. Contractor shall issue a Bill of Sale to the Owner for all items.

**PART 2 - PRODUCTS**

Not Used

**PART 3 – EXECUTION**

Not Used

**END OF SECTION 01331**

## **SECTION 01410**

### **TESTING LABORATORY SERVICES**

#### **PART 1 – GENERAL**

##### **1.01 REQUIREMENTS INCLUDED**

- A.** The Contractor shall employ and pay for the services of an Independent Testing Laboratory to perform specified testing of work and materials at the Project Site or at point of manufacture under the provided allowance. Contractor shall incorporate recommendations from testing results.
- B.** The Contractor shall comply with and be responsible for all of the requirements of the Project Manual, without exception.

##### **1.02 RELATED REQUIREMENTS**

- A.** Conditions of the Contract: Inspections and testing required by laws, ordinances, rules, regulations, orders, or approvals of public authorities.
- B.** Each specification section listed: Inspection and laboratory testing required, and standards for testing.
- C.** Division 1, General Requirements of the Project Manual.

##### **1.03 QUALIFICATIONS OF LABORATORY**

- A.** Meet “Recommended Requirements for Independent Laboratory Qualification,” published by American Council of Independent Laboratories.
- B.** Comply with the following requirements:
  - 1.** ANSI/ASTM D3740: Practice for Evaluation of Agencies Engaged in Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction.
  - 2.** ANSI/ASTM E329: Standard Recommended Practice for Inspection and Testing for Concrete, Steel, and Bituminous Materials as Used in Construction.
- C.** Authorized to operate in the State of South Carolina
- D.** Submit copy of report of inspection of facilities made by Materials Reference Laboratory of National Bureau of Standards during the most recent tour of inspection, with memorandum of remedies of any deficiencies reported by the inspection.
- E.** Testing Equipment:
  - 1.** Calibrated at reasonable intervals by devices of accuracy traceable to either:
    - a.** National Bureau of Standards.
    - b.** Accepted values of natural physical constants.

#### 1.04 LABORATORY DUTIES

- A. Cooperate with the Owner and Contractor; provide qualified personnel after due notice from Contractor.
- B. Perform specified inspections, sampling and testing of materials and methods of construction:
  - 1. Comply with specified standards.
  - 2. Ascertain compliance of materials with requirements of Contract Documents.
- C. Promptly notify Owner and Contractor of observed irregularities or deficiencies of work or products.
- D. Promptly submit written report of each test and inspection: one (1) copy each to Owner and Contractor. Each report shall include:
  - 1. Date issued.
  - 2. Project title and Bid Number
  - 3. Testing laboratory name, address and telephone number.
  - 4. Name and signature of laboratory inspector.
  - 5. Date and time of sampling or inspection.
  - 6. Record of temperature and weather conditions.
  - 7. Date of test.
  - 8. Identification of product.
  - 9. Location of sample or test in the Project.
  - 10. Type of inspection or test.
  - 11. Results of tests and compliance with Contract Documents.
  - 12. Interpretation of test results, when requested by Owner
- E. Perform additional tests as may be required by the Owner.

#### 1.05 LIMITATIONS OF AUTHORITY OF TESTING LABORATORY

- A. Laboratory is not authorized to:
  - 1. Release, revoke, alter or enlarge on requirements of Contract Documents.
  - 2. Approve or accept any portion of the Work.
  - 3. Perform any duties of the Contractor.
  - 4. Stop the Work.

#### 1.06 CONTRACTOR'S RESPONSIBILITIES

- A. Cooperate, together with laboratory personnel, will provide access to the point/location of the Work, and to manufacturer's operations.
- B. Secure and deliver to laboratory at designated location(s) adequate quantities of representational material proposed to be used and which require testing together with applicable proposed design mixes.
- C. Provide to the laboratory the preliminary design mix proposed to be used for concrete, and other material mixes which required control by the testing laboratory.
- D. Furnish copies of Products test reports to the Owner as required.

- E. Furnish incidental labor and facilities:
  - 1. To provide access to Work to be tested.
  - 2. To obtain and handle samples at the Project Site or at the source of the product to be tested.
  - 3. To facilitate inspections and tests.
  - 4. For storage and curing of test samples.
- F. Notify laboratory twelve (12) hours in advance of operations to allow for laboratory assignment of personnel and scheduling of tests.
  - 1. When tests or inspections cannot be performed after such notice, reimburse Owner for laboratory personnel and travel expenses incurred due to Contractor's negligence on inability to perform the Work at the scheduled time.
- G. Make arrangements with laboratory and pay for services to perform inspections, sampling and testing required:
  - 1. For the Contractor's convenience.
  - 2. When the initial tests or inspections indicate Work does not comply with Contract Documents (i.e., re-tests).

#### 1.07 SOURCE OF MATERIALS

- A. Source of supply of each of materials required shall be acceptable to the Owner and before delivery is started.
- B. Representative samples shall be submitted for inspection or tests.
- C. Results obtained from testing samples will be used for preliminary approval, but will not be used as final acceptance of materials.
- D. The Owner may test materials proposed to be used at any time during preparation and use.
- E. If it is found that sources of supply, which have been approved, do not furnish product of uniform quality, or if product from any source proves unacceptable at any time, Contractor shall furnish approved material from another source without additional cost to Owner or delay in completion date.

#### 1.08 IDENTIFICATION

- A. Required samples submitted by Contractor shall be properly labeled for identification.
- B. Materials and/or equipment that have been inspected and/or tested shall be stored in a controlled area with suitable identification referencing tests and certifications.
- C. Continuous inventory shall be kept of all items in this area controlled by log in and log out with receiving and disbursing signatures.
- D. Copies of receiving or disbursing actions shall be sent to the Owner on a daily basis.
- E. Disbursing records shall show final destination and installation.

#### 1.09 MATERIAL STORAGE

- A. Materials shall be stored so as to ensure preservation of their quality and fitness for Work, in accordance with requirements of Section 01620, Storage and Protection.

#### 1.10 SCHEDULE OF INSPECTIONS AND TESTS

- A. Refer to each individual Section of the Project Manual for specific testing requirements, or as otherwise required by the Contract Documents or appropriate regulatory agency.

### **PART 2 – PRODUCTS**

Not Used.

### **PART 3 – EXECUTION**

Not Used.

**END OF SECTION 01410**

## SECTION 01510

### TEMPORARY CONSTRUCTION CONTROLS

#### PART 1- GENERAL

##### 1.01 REQUIREMENTS INCLUDED

- A. The Contractor shall comply with and be responsible for all of the requirements of the Project Manual, without exception.
- B. Furnish, install and maintain temporary controls required for construction.
- C. Remove at completion of Work.

##### 1.02 RELATED REQUIREMENTS

- A. Division 1, General Requirements of the Project Manual.

##### 1.03 CONSTRUCTION SITE CLEANING

- A. Maintain areas within limits of the Project Work Site free of extraneous debris and litter.
- B. Initiate and maintain specific program to prevent accumulation of debris at construction site, storage and parking areas, or along access roads and off site hauls routes.
  - 1. Furnish on-site containers for collection of waste materials, debris and rubbish.
  - 2. Prohibit overloading of trucks to prevent spillage on access and haul routes.
  - 3. Provide periodic inspection of traffic areas to enforce requirements.
  - 4. Remove waste material, debris and rubbish from site and building area daily, or sooner as otherwise needed.
  - 5. Do not drop or throw materials from heights. Lower waste material in a controlled manner and with as few handlings as possible.
  - 6. During entire construction period, and at all times, keep the site access entry road, parking areas free from accumulation of waste materials, debris and rubbish caused by the Work of this Project.
  - 7. Dirt and debris shall be removed from all surfaces prior to closure of all areas (walls, ceilings, chases, etc.).
- C. Hazards Control:
  - 1. Store volatile wastes in covered metal containers.
  - 2. Remove containers from premises daily.
  - 3. Prevent accumulation of wastes, which create hazardous conditions.
  - 4. Provide adequate ventilation during use of volatile or noxious substances.
- D. Conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws:
  - 1. Do not burn or bury rubbish and waste materials on project site.
  - 2. Do not dispose of wastes into streams or waterways.
  - 3. Do not dispose of volatile wastes such as mineral spirits, oil or paint thinner in storm or sanitary drains.



#### 1.04 DUST CONTROL

- A. Provide positive methods and apply dust control materials to minimize raising dust from construction operations and provide positive means to prevent air-borne dust from dispersing into atmosphere.
- B. Clean interior building areas to prevent accumulation of dirt and debris and execute prior to start of finish painting, special coatings, and/or other finish material installations.
- C. Wet down materials and rubbish to prevent blowing dust.
- D. Schedule cleaning operations so that dust and other contaminants resulting from cleaning process will not fall on wet, newly painted surfaces.
- E. Continue cleaning on an as-needed basis until building and/or site is ready for beneficial occupancy.

#### 1.05 EROSION AND SEDIMENT CONTROL

- A. Plan and execute construction and earthwork by methods to control surface drainage from cuts and fills, and from borrow and waste disposal areas, to prevent erosion and sedimentation. Wetland areas shall be protected as well. All work to be coordinated with and in conformance to applicable SCDHEC / OCRM requirements.
  - 1. Hold areas of bare soil exposed at one time to minimum.
  - 2. Provide temporary control measures such as berms, dikes, and drains.
  - 3. Comply with federal, state and local regulations.
- B. Construct fills and soil waste areas by selective placement to eliminate surface soils or clay, which will erode.
- C. Periodically inspect earthwork to detect any evidence of start of erosion, apply corrective measures as required by erosion control.

#### 1.06 POLLUTION CONTROL

- A. Provide methods, means and facilities required to prevent contamination of soil, water or atmosphere by discharge of noxious substances from construction operations.
- B. Contractor is responsible only for pollution control of the immediate Work of Contract, the actions and operations of the Contractor, and the workers employed or contracted to Contractor. Provide equipment and personnel to perform emergency measures required to contain spillage, and to remove contaminated soil or liquids.
- C. Take special measures to prevent harmful substances from entering public waters. Prevent disposal of wastes, effluents, chemicals or other such substances adjacent to basins, or in sanitary or storm sewers.
- D. Provide systems for control of atmospheric pollutants. Prevent toxic concentrations of chemicals. Prevent harmful disposal of pollutants into atmosphere.

#### 1.07 WATER CONTROL

- A. Provide methods to control surface water to prevent damage to project site or adjoining properties. Control fill, grading, and ditching to direct surface drainage away from excavations, pits, tunnels and other construction areas. Direct drainage to proper runoff.
- B. Provide, operate, and maintain hydraulic equipment of adequate capacity to control surface and water.
- C. Dispose of drainage water in manner to prevent flooding, erosion or other damage to any portion of site or adjoining areas.
- D. Dewater areas in accordance with applicable local and state requirements and accepted professional practice.

#### 1.08 EARTH CONTROL

- A. Contractor shall, at his/her sole cost, remove excess soil, pier spoils, etc., at time of generation.

### **PART 2 – PRODUCTS**

Not Used

### **PART 3 – EXECUTIONS**

Not Used

**END OF SECTION 01510**

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

## **SECTION 01563**

### **HANDLING OF INCIDENTAL FUEL SPILLAGE DURING CONSTRUCTION**

#### **PART 1 – GENERAL**

##### **1.01 RELATED REQUIREMENTS**

- A. Division 0, Bidding and Contract Documents in the Project Manual.
- B. Division 1, General Requirements in the Project Manual.
- C. South Carolina Dept. of Health and Environmental Controls (SCDHEC).
- D. South Carolina Dept. of Transportation (SCDOT).

##### **1.02 SCOPE**

- A. This section consists of procedures to be followed in handling material contaminated with petroleum fuel products (hydrocarbons including petroleum, petroleum derivatives, hydraulics and like products) caused by incidental spillage (including leaks) from the Contractor's or his/her prime and sub-contractor's equipment.

Incidental spillage shall mean spillage of a quantity not greater than 25 gallons per incident, of vehicular or mechanical equipment fuel products, onto open ground and absorbed or not absorbed by the soils.

Spillage or leakage of petroleum fuel products in quantities in excess of 25 gallons shall be immediately remediated by the Contractor using applicable and appropriate procedure(s). Whenever such spillage or leakage occurs, the Contractor shall immediately implement the appropriate corrective actions as required.

- B. The provisions of this Section are limited to incidental petroleum fuel spillage on ground surfaces and it excludes fuel spillage onto surface waters.

##### **1.03 APPLICABLE CODES**

- A. The Contractor shall comply with all prevailing federal, state, and local environmental protection ordinances and codes governing and having application to and any discharges, intentional or accidental, which may cause water pollution and constitute a nuisance, and sanitary nuisance.
- B. Leaks and spillage may occur when using mechanical equipment. Equipment generated or lubricated with petroleum products, are prone to leaks or spillages, therefore proper management of "spillage incidents" is essential.

#### **PART 2 – PRODUCTS**

##### **2.01 ABSORBENT MATERIALS**

Contractor shall equip crews and/or provide machinery with the most efficient type of petroleum absorbent materials. These materials are available at petroleum equipment suppliers and must be

readily accessible so that spillages can be quickly contained and prevented from becoming greater incidents. Fiber material, sand or cat litter may be used as an absorbent material. Sufficient quantity

of absorbent material capable of absorbing up to 25 gallons of petroleum fuel products shall be stocked at the job site at all times.

### **PART 3 - EXECUTION**

#### **3.01 PROCEDURES**

- A. Personnel handling waste materials must have a minimum of 40 hours training as defined in 29 CFR 1910.120 and in accordance with the certified OSHA course.
- B. Perform work as specified herein and in accordance with the applicable provisions of South Carolina Dept. of Transportation (SCDOT) and South Carolina Dept. of Health and Environmental Controls (SCDHEC). No payment will be made to the Contractor for the cost of handling and disposing of leaks, spillages and materials contaminated by such leaks or spillages.

The procedure for the proper handling and disposal of contaminated soils and absorbent materials is readily available through the aforementioned agencies:

- C. The steps outlined below are minimum requirements and are merely presented as guidelines. They do not constitute a complete compliance procedure.

##### **STEP 1:**

If a fuel contamination to open ground has been discovered, check for the origin of that leak or spillage. Then stop the spillage or leak and positively contain it, and then use absorbents to collect the discharged liquid. Immediately notify the Owner.

##### **STEP 2:**

Sand may be used to absorb ground surface spills while absorbent materials may be used to absorb ground spills as well as surface water spills.

Once absorption of spilled fuels is complete the impacted (contaminated) absorbent materials shall be stored in 55-gallon steel drums (100-150 lbs.). If leaked or spilled fuel has been absorbed into the soils, excavate and containerize the impact (contaminated) soils. Soils may be stored in 55- gallon steel drums.

##### **STEP 3:**

The contaminated materials must be collected, containerized and otherwise properly stored and labeled prior to transport to a pre-approved storage, disposal or treatment facility. All drums used to store impacted (contaminated) absorbent material and/or contaminated soils shall be properly sealed and labeled with the following information.

Name of Company (Contractor)

Contract or Project No.:

Location of origin:

Type of contents:

Type of containment:

Quantity: (e.g. 1 of 1)

Date:

Containerized by:

Labeled by:

**END OF SECTION 01563**

## **SECTION 01570**

### **TRAFFIC REGULATION**

#### **PART 1 – GENERAL**

##### **1.01 REQUIREMENTS INCLUDED**

- A. The Contractor shall comply with and be responsible for all of the requirements of the Project Manual, without exception.
- B. Construction parking control, flagmen, flares and lights, haul routes, traffic signs and signals, and removal.
- C. Maintenance of safety and convenience of public.

##### **1.02 RELATED WORK**

- A. Division 1, General Requirements of the Project Manual.

##### **1.03 PUBLIC SAFETY AND CONVENIENCE**

- A. Materials and equipment shall be stored and Work conducted to minimize obstruction to pedestrian movement and vehicular traffic. Materials and equipment stored in or near path of traffic shall be protected with appropriate warning signs and barricades. At night, or as otherwise required, equipment not in use shall be stored in such manner and location to not interfere with safe passage of pedestrians and vehicles. Contractor shall provide and maintain flagmen at points and for periods of time required to provide safety and convenience of traffic, and as directed by the Owner
- B. Contractor shall not close traffic to any bridge, culvert, or any other portion of public road except as may be designated by the Owner. Prior to closing any access way and/or structure coordinate work schedule with the Owner.
- C. Contractor shall provide the Owner with notice at no less than 48 hours prior to movement of heavy equipment and/or wide or slow moving vehicles to or from Project Site. Contractor shall strictly adhere to vehicular routes established or as may be directed by the Owner.

##### **1.04 LANE CLOSURE RESTRICTIONS**

Contractor shall be responsible to verify, with the SCDOT District Traffic Engineer, lane closure restriction hours. There are no restrictions on lane closures during the summer recess period for schools in the area which occurs June 5<sup>th</sup> to August 21<sup>st</sup>, 2018.

Any work on SCDOT roads shall be planned so that closure of intersecting streets, road approaches or other access points is held to a minimum.

##### **1.05 TRAFFIC CONTROLS AND SIGNALS**

Traffic controls for utility construction and maintenance operations shall conform with the SCDOT Standard Drawings and Manual on Uniform Traffic Control Devices (MUTCD).

All construction and maintenance operations shall be planned with full regard for safety and to keep traffic interference to an absolute minimum.

The contractor shall : a ) provide, erect and maintain all necessary barricades, lights, danger signals, signs and other control devices, provide qualified, trained and equipped flaggers and watchmen where necessary, as may be directed by the Owner; b) take all necessary precautions for the protection of the Work, the warning that work is under construction and the safety of the public. Suitable advance warning signs shall be erected in advance where operations interfere with the use of the road by traffic. Where a lane, or a portion of a lane is closed, traffic control devices and flaggers shall be used in accordance with the Standard Drawings and MUTCD. All barricades, signs and traffic control devices shall conform to the requirements of the MUTCD.

#### 1.06 HAUL ROUTES

Based on regulations prescribed by the South Carolina Dept. of Transportation (SCDOT) and Georgetown County, or other agency having jurisdiction, use only established roadways or use temporary roadways constructed by the contractor when and as authorized by the Owner.. When materials and/or equipment are being transported in executing the Work vehicles shall not be loaded beyond loading capacity recommended by manufacturer of vehicle or prescribed by federal, state or local law or regulation. When it is necessary to cross curbs or sidewalks contractor shall protect them from damage. Contractor shall repair / replace or pay for all damaged curbs, sidewalks, roads, and / or paving.

#### 1.07 EQUIPMENT STORAGE

When equipment is not in use, on roadways open to public travel, contractor's equipment and vehicles shall be kept at least thirty (30) feet from the edge of the travel lanes, On Interstate routes or Freeways, no vehicles or equipment will be permitted on the shoulders at any time.

#### 1.08 FLARES AND LIGHTS

Use flares and lights during hours of low visibility to delineate traffic lanes and to guide traffic in landside areas only.

### **PART 2 – PRODUCTS**

#### 2.01 SIGNS, SIGNALS AND DEVICES

- A. Post-mounted and wall-mounted at parking areas to indicate spaces designated for use by construction personnel.
- B. Traffic control signals, as may be required, and as approved by SCDOT and the Owner
- C. Traffic cones and drums and lights, as approved by SCDOT and the Owner.
- D. Flagmen equipment as required by SCDOT and Georgetown County.

## **PART 3 – EXECUTION**

### **3.01 REMOVAL**

- A. Contractor shall remove equipment and devices, at his/her sole cost, when no longer required. Repair damage caused by installation. Remove post settings to depth of three (3) feet.

**END OF SECTION 01570**

**[REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

## **SECTION 01700**

### **EXECUTION REQUIREMENTS**

#### **1.01 REQUIREMENTS INCLUDED**

- A. Contractor shall comply with and be responsible for all of the requirements of the Project Manual without exception.
- B. Contractor shall provide field engineering and general layout services required on the project as follows:
  - 1. Civil, structural or other professional engineering services specified, or required to execute construction methods.
  - 2. Survey work required for execution of the total Work of the Project.
  - 3. Continuous horizontal and vertical control regarding layout and execution of Work of the Project.
  - 4. Coordinate field engineering services with the Owner.

#### **1.02 RELATED REQUIREMENTS**

- A. Division 1, General Requirements of the Project Manual.
- B. The Drawings and all sections of the Technical Specifications as may be applicable.

#### **1.03 CONTROLS**

- A. Contractor will establish primary controls, horizontal and vertical control points at various locations at the Site. These will be described and indicated on the Contractor's as constructed drawings and will be coordinated in the field by the Contractor.
- B. Existing control points and property line markers will be shown on the Construction Contract drawings.

#### **1.04 QUALIFICATIONS OF SURVEYOR OR ENGINEER**

- A. For Surveying, a qualified engineer or land surveyor, registered in the State of South Carolina and acceptable to the Owner.
- B. For engineering, a registered professional engineer of a discipline required for this Project licensed in the State of South Carolina and acceptable to the Owner.

#### **1.05 SURVEY REFERENCE POINTS**

- A. Existing horizontal and vertical control points for the Project are those designated on the Construction Contract drawings or as determined from investigation of the existing conditions.



- B. Verify property lines, grades, levels and dimensions indicated.
- B. Locate and protect control points prior to starting Site Work and preserve permanent reference points during construction.
  - 1. Make no changes or relocations without prior approval of the Owner
  - 2. Report to the Owner when a reference point is lost, destroyed or requires relocation because of necessary changes in grades or locations.
  - 3. Require surveyor to replace Project control points, which may be lost or destroyed.

#### 1.06 PROJECT LAYOUT REQUIREMENTS

- A. Establish a sufficient number of permanent bench marks on Site, as may be required, referenced to data established by survey control points. Record locations of benchmarks with horizontal and vertical data on Project Record Documents, Section 01781.
- B. From established control points, layout all Work by establishing all lines and grades at Site necessary to control Work, and shall be responsible for all measurements that may be required for execution of Work.
- C. Furnish, at own expense, all such stakes, steel pins, equipment, tools and material and labor that may be required in laying out Work control points.
- D. Establish lines and levels, locate and layout by instrumentation and similar appropriate means:
  - 1. Site Improvements
    - a. Stakes for grading, fill, and topsoil placement.
    - b. Utility slopes and invert elevations.
    - c. Limits of pavement (pervious concrete and asphalt).
  - 2. Batter boards for structures.
  - 3. Building foundation column locations, piling and floor levels.
  - 4. Controlling lines and levels required for mechanical and electrical trades.
- E. Verify and coordinate in field all existing and proposed underground components including civil, structural, utilities and other components prior to initiation of the Work. Advise the Owner of any conflicts or discrepancies.

#### 1.07 SUBMITTALS AND DOCUMENTS

- A. Submit name and address of Surveyor and Professional Engineer to the Owner
- B. On request of the Owner, submit documentation to certify accuracy of field engineering work and compliance with Contract Documents.
- C. Submit certificate signed by registered engineer or surveyor certifying that elevations and locations of improvements are in conformance, or non-conformance, with Contract Documents.
- D. Standards and Availability: Data and other measurements shall be recorded in accordance with standard and approved methods. All field notes, sketches, recordings, and computation in establishing above horizontal and vertical control points shall be available at all times during progress of Work for ready examination by the Owner

- E. Maintain complete and accurate record data on underground utilities and obstructions, new and existing, encountered in execution of Work. Record data on Project Record Documents in accordance with requirements of Section 01781, Project Record Documents.
- F. On completion of storm water collection system, outfall structures, and other major site improvements, prepare certified survey showing dimensions, locations, angles, and elevations of construction.
- G. Submit, upon request by the Owner, signed and sealed Engineering Calculations.

**PART 2 – PRODUCTS**

Not Used

**PART 3 – EXECUTION**

Not Used

**END OF SECTION 01700**

**[REMAINDER OF PAGE IS INTENTIONALLY LEFT BLANK]**

## **SECTION 01770**

### **CLOSEOUT PROCEDURES**

#### **PART 1 – GENERAL**

##### **1.01 REQUIREMENTS INCLUDED**

- A. The Contractor shall comply with and be responsible for all the requirements of the Project Manual, without exception.
- B. The Contractor shall comply with applicable requirements in this Section and more specific requirements in Division 1, Section 01100, Summary of Work.
- C. Comply with requirements stated in the Contract and in approved Specifications for the Work.

##### **1.02 RELATED REQUIREMENTS**

- A. Conditions of the Contract: Fiscal provisions, legal submittals and additional administrative requirements.
- B. Division 1, General Requirements in the Project Manual.
- C. Closeout submittals required of trades in various sections of the approved Specifications.

##### **1.03 DAMAGES**

- A. If the Contractor neglects, fails, or refuses to complete the work by the Substantial Completion Date, Final Completion Date, or any portion of the Work by an Interim Completion Date, subject to any proper extension granted by the Owner, then the Contractor will pay, or cause the Contractor's Surety to pay damages to the Owner as defined in Summary of the Work, Section 01100.

##### **1.04 PHASED COMPLETION**

- A. In addition to Substantial Completion and Final Completion as defined below, the Contractor shall complete and make available to the Owner certain portions of the Work set forth on the Summary Schedule and Key Milestones (Interim Completion Dates) in Section 00750 no later than the dates indicated on said Schedule.
- B. The Contractor acknowledges that such Interim Completion Dates are essential to the Owner's plans and therefore time is of the essence in meeting said Interim Completion Dates.

##### **1.05 SUBSTANTIAL COMPLETION**

- A. When Contractor considers the Work is substantially complete, he shall submit to the Owner the following:
  - 1. A written certification that the Work, or designated portion thereof, is substantially complete. All items not complete shall be listed and deficient items noted.

2. Owner will review the Contractor's certification and examine the Work for conformance to the Certification and the Contract Documents.
  3. Owner will inform the Contractor of non-compliance or incomplete items.
  4. Contractor shall remedy the deficiencies in the Work within seventy-two (72) hours, and send a second written notice of substantial completion to the Owner.
  5. The Owner will re-examine the Work.
- B. When the Owner determines that the Work is substantially complete, the Owner will:
1. Prepare a Certificate of Substantial Completion, accompanied by Contractor's list of items to be completed or corrected, as verified and amended.
  2. Send to Contractor for his/her written acceptance of the responsibilities assigned to them in the Certificate.
- C. After Work is substantially complete, Contractor shall:
1. Obtain and submit Certificate of Occupancy. Owner shall, in detail, list the status of the area affected by partial acceptance and occupancy to establish the existing conditions prior to such acceptance or occupancy.
  2. Complete Work listed for completion or correction within designated form.
  3. Perform all cleaning in accordance with Section 01710, Final Cleaning.

#### 1.06 FINAL COMPLETION

- A. Within ten (10) calendar days after substantial completion, the Contractor shall submit to the Owner written certification that:
1. Contract Documents have been reviewed.
  2. Work has been examined for compliance with Contract Documents.
  3. Work has been completed in accordance with Contract Documents.
  4. Equipment and systems have been tested in the presence of the Owner and the appropriate County Operations and Maintenance personnel, and are operational.
  5. Work is completed and ready for final examination.
  6. Submittal of Closeout Documents as stipulated in paragraph 1.07 below.
- B. The Owner will make an examination to verify the status of completion within ten (10) calendar days after receipt of such certification.
- C. Should the Owner consider the Work incomplete or defective, or the Contractor has not demonstrated to the Owner that a "good faith" effort has been made within the time (72 hours) allotted in paragraph 1.05 A above, any Damages, will be charged against the Contractor as defined and explained in Section 01100, Summary of Work

1. The Owner will promptly notify the Contractor in writing of all deficiencies listing the incomplete or defective work.
  2. Contractor shall take immediate steps to remedy the stated deficiencies, and send a second written Certification to the Owner that the Work is complete.
  3. The Owner will re-examine the Work.
- D. Acceptance of the entire project shall commence after all contract work is complete, final inspections are made, corrective actions completed, the Work re-inspected, and after final acceptance by the Owner
- E. The date established by the Owner as the Final Completion Date shall initiate the guarantee and the warranty periods for all system components and the construction of the Project. The Project shall not be considered Final Complete until all Close Out Documents are properly completed and transmitted to the Owner.
- F. The Owner shall review the status of the Work and compare it to the request for final payment and compare it with the Project records for conformance to the final settlement requirements.
- G. The Owner shall receive from the Contractor, and maintain, the permit drawings and specification package, copy of all shop drawings and submittals, the "as-built" set of drawings and specifications, maintenance manuals as required by the contract and submitted by the Contractor. In addition, the Contractor shall provide spare parts and supplies, stored materials, special tools, filters, and other pertinent items as required under the Contract Documents to the Owner for transmittal to the appropriate County department(s)

#### 1.07 CLOSEOUT SUBMITTALS

- A. Evidence of compliance with requirements of governing authorities:
1. Certificate of Occupancy (n/a)
  2. Certificates of Inspection:
    - a. Mechanical and Electrical systems as required by the respective sections.
    - b. Asphalt Pavement.
    - c. Concrete Pavement
    - d. Storm Water Treatment System
- B. Project Record (Permit) Documents, in accordance with Section 01781
- C. Warranties and Bonds, in accordance with Section 01790.
- D. Certificate of Insurance for Products and Completed Operations.

#### 1.08 EVIDENCE OF PAYMENTS AND RELEASE OF LIENS

- A. Contractor's Affidavit of release of Liens.
1. Consent of Surety to Final Payment. Use form acceptable to the Owner

2. Contractor's Release or Waiver of Liens. Standard Form "Affidavit and Partial Lien Waiver". Use form acceptable to Owner.
  3. Separate releases of waivers of liens from prime and subcontractors, suppliers and others with lien rights against property of the Owner together with a list of those parties, in accordance with Standard Form "Affidavit and Final Lien Waiver". Use form acceptable to Owner.
- B. All submittals shall be duly executed before delivery to the Owner.

#### 1.09 FINAL ADJUSTMENT OF ACCOUNTS

- A. Submit a final Statement of accounting to the Owner.
- B. Statement shall reflect all adjustments to the Contract Sum:
1. The original Contract Sum.
  2. Additions and deductions resulting from:
    - a. Previous Change Orders.
    - b. Allowances.
    - c. Unit Prices.
    - d. Deductions for uncorrected Work.
    - e. Other adjustments.
  3. Total Contract Sum, as adjusted.
  4. Previous payments.
  5. Sum remaining due.
- C. The Owner will prepare a final Change Order reflecting approved adjustments to the Contract Sum, which were not previously made by Change Orders.

#### 1.10 FINAL APPLICATION FOR PAYMENT

- A. Contractor shall submit final Application for Payment in accordance with procedures and requirements stated in the Contract and Section 01290, Payment Procedures of the Project Manual.

#### 1.11 ADDITIONAL ADJUSTMENT

- A. No adjustments to the Contract requested by the Contractor will be allowed if asserted after execution of Final Payment of Contract.

#### 1.12 POST-CONSTRUCTION INSPECTION

- A. Prior to expiration of one (1) year from the Date of Final Completion, the Owner, or its designated representative, will make visual inspection of the Project Work in the company of the Contractor to determine whether further correction of Work is required in accordance with the provisions of the Contract. The Design/Builder shall be responsible for contacting the Owner and scheduling and coordinating the one (1) year inspection.

- B. The Owner will notify the Contractor, in writing, of any observed deficiencies.
- C. Contractor shall contact the Owner to arrange convenient time and establish schedule for correction of deficiencies.

**PART 2 – PRODUCTS**

Not Used

**PART 3 – EXECUTION**

Not Used

**END OF SECTION 01770**

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

## **SECTION 01781**

### **PROJECT RECORD DOCUMENTS**

#### **PART 1 – GENERAL**

##### **1.01 REQUIRED INCLUDED**

- A. Contractor shall comply with and be responsible for all requirements of the Project Manual, without exception.
- B. Contractor shall comply with the applicable requirements in this section and more specific requirements in: Section 00800, Special Project Conditions; Section 01100, Summary of Work; and Section 01770, Close Out Procedures.
- C. Contractor shall conform to the requirements of the Owner, Georgetown County, and such other federal, state agencies having jurisdiction.

##### **1.02 RELATED REQUIREMENTS**

- A. Division 0, Bidding and Contract Documents, in the Project Manual.
- B. Division 1, General Requirements in the Project Manual.

##### **1.03 MAINTENANCE OF DOCUMENTS AND SAMPLES**

- A. For duration of Project, maintain at job Site the following:
  - 1. One copy of the Drawings, Specifications, Addenda, shop drawings, products data, miscellaneous requested submittal data, Change Orders and other modifications to Contract, field orders, field test or written instructions.
  - 2. One copy of transmittal letters.
  - 3. One set of construction photographs.
  - 4. One set of samples.
  - 5. One copy of Permit Drawings as may be required by the appropriate governing agency.
- B. Store documents and samples in Contractor's field office, or at an alternate location within thirty (30) minutes travel time, apart from documents used for construction.
  - 1. Provide files and racks for storage of documents.
  - 2. Provide locked cabinets or secure storage space for storage of samples.
- C. File documents and samples in accordance with CSI 16-division format.
- D. Maintain documents in a clean, dry, legible condition and in good order. Do not use record documents for construction purposes.
- E. Make documents and samples available at all times for inspection by the Owner.
- F. Incomplete or out of order documents and samples will be grounds for not approving the Contractor's Application for Payment.



- G. Provide felt tip marking pens for recording information in color code designated by the Owner.
- H. Label each document "PROJECT RECORD" in neat large printed letters. Keep record documents current. Record information concurrently with construction progress. Do not conceal any work until required information is recorded.

#### 1.04 RECORD DRAWINGS

- A. Electronic data "As-Built" record drawings shall be required. The Owner will select electronic format and software to be used by Contractor.
- B. Permanent and accurate Record Drawings shall be created at Contractor's expense from the approved, original drawings, which shall be made available to a commercial reprographics service at an appropriate time.
- C. Legibly mark in color code designated by the Owner to record actual construction on designated Record Drawing prints:
  - 1. Depths of various elements of structure(s) foundations in relation to finish first floor datum.
  - 2. Horizontal and vertical locations of underground utilities and appurtenances referenced to permanent surface improvements.
  - 3. Location of all internal utilities and appurtenances and features of the structure(s), including dimensional locations of underground activities and other work.
  - 4. Dimensional locations, vertical and horizontal, of site work, including utilities.
  - 5. Dimensional location, vertical and horizontal of Project Site access roads Kensington Boulevard, Middleton Street, and Pickens Street.
  - 6. Dimensional location, vertical and horizontal, of storm water drainage system including pipe invert elevations, catch basin and manhole structures, significant swale elevations, and existing pipe inverts at project tie-in area.
- D. Indicate the following installed conditions:
  - 1. All electrical systems, plumbing and mechanical systems and such other units installed requiring periodic maintenance or repair.
  - 2. Equipment locations (exposed and concealed), dimensioned from prominent building lines.
  - 3. Approved substitutions, contract modifications, and actual equipment and materials installed.
  - 4. Field modifications with dimensions and details.
  - 5. Modifications made by addenda, clarifications, Field Orders or Change Orders.
  - 6. Details not on original, approved contract drawings.
  - 7. Record information on a daily basis, or as often as necessary.
  - 8. Include references to related shop drawings and modifications.
- E. Contractor shall retain competent drafting services, as necessary, for transfer of "mark-up notations" from information recorded during construction.
- F. Contractor shall submit Record Documents drawings to the Owner for review and acceptance thirty (30) days prior to final closeout.
- G. Make revisions and additions as may be indicated by the Owner.

- H. Do not use these Drawings for reference or construction, nor allow them to leave the field office.

#### 1.05 RECORD SPECIFICATIONS AND ADDENDA

- A. Legibly mark up in color code designated by the Owner each Specification Section to record the following:
  - 1. Manufacturer, trade name, catalog name and supplier (with address and phone number) of each product and item of equipment actually installed.
  - 2. Modifications made by Change Order.
  - 3. Other matters not originally specified.

#### 1.06 RECORD SAMPLES

- A. Record in transmittal, if not indicated, manufacturer, trade name, catalog number.

#### 1.07 SUBMITALLS

- A. At Contract closeout, Contractor shall sign each final Record Drawing and cover of Record Specifications stating documents are complete and accurate, deliver project Record Documents to the Owner.
- B. Accompany submittal with transmittal letter in duplicate, containing:
  - 1. Date.
  - 2. Project title and Bid Number.
  - 3. Design/Builder's name and address.
  - 4. Title and number of each Record Document.
  - 5. Signature of Design/Builder or his/her authorized representative.
- C. Submit the following quantities of Record Documents:
  - 1. Two (2) complete and full sets of Project Record Drawings.
  - 2. Two (2) complete sets of "Up-Dated" Technical Specifications.
  - 3. A complete set of Project Record Drawings and Technical Specifications in electronic format.

#### 1.08 BURDEN OF ACCURACY

- A. Contractor shall bear all costs of damages of any nature incurred by the Owner due to inaccuracies or incompleteness of the submitted Project Record Documents.

### **PART 2 – PRODUCTS**

Not Used

### **PART 3 – EXECUTION**

Not Used

**END OF SECTION 01781**

## **DIVISION 2, TECHNICAL REQUIREMENTS**

### **SECTION 02000**

#### **SITE CLEARING**

##### **PART 1 - GENERAL**

###### **1.1 DESCRIPTION**

Scope of Work: The work of this Section consists of all necessary clearing and grubbing as shown on the plans and specified in current SCDOT Technical Specification SC-M-201 and SC-M-202.

##### **PART 2 - PRODUCTS**

Refer to SCDOT Technical Specification

##### **PART 3 - EXECUTION**

Refer to SCDOT Technical Specification

**END OF SECTION 02000**

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

## SECTION 02050

### SELECTIVE DEMOLITION

#### PART 1 - GENERAL

##### 1.1 1.1 SUMMARY

###### A. Section Includes:

1. Demolition and removal of selected portions of structure.
2. Demolition and removal of selected site elements.
3. Salvage of existing items to be reused or recycled.

##### 1.2 MATERIALS OWNERSHIP

###### A. Unless otherwise indicated, demolition waste becomes property of Contractor.

###### B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to Owner that may be uncovered during demolition remain the property of Owner.

1. Carefully salvage in a manner to prevent damage and promptly return to Owner.

##### 1.3 FIELD CONDITIONS

###### A. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.

###### B. Notify Engineer of discrepancies between existing conditions and Drawings before proceeding with selective demolition.

###### C. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.

1. Hazardous materials will be removed by Owner before start of the Work.
2. If suspected hazardous materials are encountered, do not disturb; immediately notify Engineer and Owner. Hazardous materials will be removed by Owner under a separate contract.

###### D. Storage or sale of removed items or materials on-site is not permitted.

###### E. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.

1. Maintain fire-protection facilities in service during selective demolition operations.

###### F. Arrange selective demolition schedule so as not to interfere with Owner's operations.

## 1.4 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials and using approved contractors so as not to void existing warranties.

## PART 2 - PRODUCTS

### 2.1 PERFORMANCE REQUIREMENTS

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Standards: Comply with ASSE A10.6 and NFPA 241.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Verify that utilities have been disconnected if required by utility provider before starting selective demolition operations.
- B. Inventory and record the condition of items to be removed and salvaged.

### 3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.
- B. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Coordinate with Utility providers and locate, identify, disconnect, and seal or cap off utility services and mechanical/electrical systems serving areas to be selectively demolished as required.
  - 1. Owner will arrange to shut off indicated services/systems when requested by Contractor.
  - 2. Arrange to shut off utilities with utility companies as required.
  - 3. If services/systems are required to be removed, relocated, or abandoned, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems as required.

### 3.3 PROTECTION

- A. Temporary Protection: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent facilities to remain.
- B. Temporary Shoring: Design, provide, and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.

- C. Remove temporary barricades and protections where hazards no longer exist.

## 1.5 SELECTIVE DEMOLITION

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
  - 1. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping. Temporarily cover openings to remain.
  - 2. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
  - 3. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.
  - 4. Maintain fire watch during and for at least 2 hours after flame-cutting operations.
  - 5. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
  - 6. Dispose of demolished items and materials promptly. Comply with local agency requirements.
  - 7. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
- B. Removed and Salvaged Items:
  - 1. Clean salvaged items.
  - 2. Pack or crate items after cleaning. Identify contents of containers.
  - 3. Store items in a secure area until delivery to Owner.
  - 4. Transport items to Owner's storage area designated by Owner.
  - 5. Protect items from damage during transport and storage.
- C. Removed and Reinstalled Items:
  - 1. Clean and repair items to functional condition adequate for intended reuse.
  - 2. Pack or crate items after cleaning and repairing. Identify contents of containers.
  - 3. Protect items from damage during transport and storage.
  - 4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.
- D. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Engineer, items may be removed to a suitable, protected storage location during selective demolition and reinstalled in their original locations after selective demolition operations are complete.

## 1.6 CLEANING

- A. Remove demolition waste materials from Project site and dispose of them in an EPA-approved construction and demolition waste landfill acceptable to authorities having jurisdiction.

1. Do not allow demolished materials to accumulate on-site.
  2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Burning: Do not burn demolished materials.
- C. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

**END OF SECTION 02050**

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

## **SECTION 02100**

### **EROSION AND SEDIMENT CONTROL**

#### **PART 1 - GENERAL**

##### **1.1 DESCRIPTION**

Scope of Work: The work consists of all necessary erosion and sediment control as shown on the plans and specified herein. Provide protection of the environment during the construction of this project to reduce soil erosion and siltation to the lowest reasonably achievable level.

- A. Exercise every reasonable precaution, throughout the life of the project, to prevent the eroding of soil and the silting of rivers, streams, lakes, reservoirs, other water impoundments, ground or roadway surfaces, or other property. Erosion control practices to be used for this project are shown on the drawings and are to conform to South Carolina Department of Health and Environmental Control regulations.

#### **PART 2 – PRODUCTS**

- 2.1 Refer to the South Carolina Department of Health and Environmental Control BMP Handbook.

##### **2.2 STONE**

- B. Provide #57 AASHTO stone for temporary sediment barriers around inlets and for temporary silt fence rock outlets.

##### **2.3 GRASSING**

- A. Comply with Section 02800 - Seeding.

##### **2.4 SILT FENCE**

- A. All posts to be self-fastener angle steel, 5' in length.
  - 1. Wooden posts are not acceptable.
- B. Woven wire shall conform to the requirements of ASTM A 116, Class I zinc coating for wire. Each woven square shall measure 5.33" X 12". The top and bottom wires shall be 10 gauge. All other wires shall be 12-1/2 gauge.
  - 1. Securely attach woven wire to posts with wire ties.
- C. Filter fabric shall be Mirafi 600X synthetic fabric as manufactured by Celanese Fibers Co., Bidim C34 as manufactured by DuPont or approved equal.
  - 1. Limit splices in filter fabric using continuous rolls whenever possible.
  - 2. Whenever splices are necessary a minimum overlap of 6" is required and all splices must occur at a post so that the integrity of the fence is not compromised.
  - 3. Securely attach filter fabric to top of woven wire and at posts with wire ties.
- D. Silt fences should be continuous and transverse to the flow. The silt fence should follow the contours of the site as closely as possible. Place the fence such that the water cannot runoff around the end of the fence.



## 2.5 EROSION CONTROL BLANKET

- A. Use erosion control blanket SC150, from North American Green or approved equal.
  - 1. Use Biostakes where staples are required or indicated on the drawings for stabilization.
    - a. Staple in pattern recommended by blanket manufacturer.
  - 2. Staple locations must be clearly marked on the blanket when stakes are used.

## 2.6 RIP-RAP

- A. Provide rip-rap which:
  - 1. Has thickness of 12" minimum.
  - 2. Weighs a minimum of 25 lbs. to a maximum of 150 lbs.
  - 3. Has at least 60% of stone weighing more than 60 lbs.

## 2.7 SEDIMENT TUBES

- A. Use sediment tubes as designated on the plans to control erosion along contours, around inlets, and in drainage conveyance swales.
- B. Use sediment tubes manufactured by an experienced manufacturer producing tubes for erosion control.
- C. Tube fill is to be composed of 100% weed free materials consisting of a mix of some or all of the following: curled excelsior wood, natural coconut fibers, hardwood mulch and agricultural straw.
- D. Tubular netting is to be constructed of a flexible outer netting that will contain the fill materials and sediment. Netting is to be constructed from seamless high density polyethylene, polyester, and/or ethyl vinyl acetate, photodegradable materials, treated with ultraviolet stabilizers.
- E. Tubes are to be minimum 20-inches in diameter with minimum weight of 3.2 lbs per foot +/- 10%. Minimum tube length is 10-feet. Netting weight is to be 0.35 oz/foot minimum.

# PART 3 - EXECUTION

## 3.1 GENERAL

- A. Construct and maintain all erosion control measures until the substantial completion of the project.

## 3.2 TEMPORARY CONSTRUCTION ENTRANCE/EXIT

- A. Construct a gravel area or pad at points where vehicles enter and leave a construction site.
- B. Clear the entrance and exit area of all vegetation, roots, and other objectionable material and properly grade and place gravel to the grade and dimensions shown on the plans.
- C. Construct drainage channels to carry water to a sediment trap or other suitable outlet.
- D. Use geotextile fabrics to improve stability of the foundation in locations subject to seepage or high water table.
- E. Maintain the gravel pad in a condition to prevent mud or sediment from leaving the construction site by periodic top dressing with two inches of stone.
- F. After each rainfall, inspect any structure used to trap sediment and clean it out as necessary.
- G. Immediately remove objectionable materials spilled, washed, or tracked onto public roadways.

### 3.3 TEMPORARY GRASSING

- A. Provide a temporary cover for erosion control on disturbed areas that will remain unstabilized for a period of more than 30 days.
- B. This practice applies to cleared areas, diversions, dams, temporary sediment basins, temporary road banks, and topsoil stockpiles where vegetation is needed for less than 1 year.
- C. Provide grassing on slope 5% or greater within 14 days of disturbance. Comply with Section 02800.

### 3.4 SILT FENCE

- A. Provide silt fence barrier where shown on the plans and on utility construction parallel to the disturbed trench where perpendicular sheet flow runoff occurs on disturbed areas with slopes greater than 4%.
- B. Place at the extreme limits of the area to be disturbed as shown.
- C. Construct temporary sediment barriers of filter fabric, buried at the bottom, stretched and supported by posts and install below small disturbed areas as indicated on the drawings to retain sediment by reducing the flow velocity to allow sediment deposition.
- D. Space posts 10'-0" on center, maximum or as indicated on the drawings.
- E. Remove sediment deposits prior to reaching one-third height of the fence.
- F. Monitor site frequently and place additional silt fencing should evidence indicate that erosion is about to occur at locations other than those shown on plan.

### 3.5 INLET PROTECTION

- A. Construct temporary sediment barriers around storm drain curb inlets using block and gravel as indicated on the drawings.
- B. Construct metal frame barriers around grate and frame of drop inlets as indicated on the drawings.
- C. Inspect structure after each rainfall and repair as required.
- D. Remove sediment when trap reaches one-half capacity.
- E. Remove structure when protected areas have been stabilized.

### 3.6 EROSION CONTROL BLANKET

- A. Provide on areas as shown on the plans or on all embankments with slopes equal to or steeper than 2-1/2:1.

### 3.7 SILT FENCE ROCK OUTLETS

- A. Utilize temporary silt fence rock outlets as indicated on the plans or directed by Engineer.
- B. Provide temporary silt fence rock outlets constructed of both rip-rap and #57 stone, as illustrated on the plans.

### 3.8 SEDIMENT TUBES

- A. Construct small U-shaped trench that is 20% of depth of tube perpendicular to stormwater flow pattern.
- B. Anchor tube in trench according to manufacturer's recommendations.
- C. Compact the up stream soil surface adjacent to the tube.

- D. Backfill sediment tube with coarse filter material on the upstream side.
- E. Follow manufactures recommendation on installation.
- F. Maintain, repair and/or replace sediment tubes as required to maintain their effectiveness throughout the project

### 3.9 Rip Rap

- A. Where thickness is not shown on the plans, it shall be 12".
- B. The slope upon which this rip-rap is to be placed shall conform with the cross section shown on the plans or as directed by the Engineer.
- C. Properly compact depressions that may be filled in trimming and shaping the slope.
- D. Install filter fabric, lapping sides 12".
- E. Begin placing in a trench at least 2' below the toe of the slope.
- F. Firmly imbed against the slope and the adjoining piece with the sides in contact and with broken joints.
- G. Fill the spaces between the larger pieces with spalls of suitable size, thoroughly ram into place.
- H. The finished surface shall present an even, tight surface true to line, grade and section.

### 3.10 MAINTENANCE

- A. Place all erosion control devices or measures prior to any land disturbing activity within the drainage area they are located.
- B. Inspect erosion control devices and clean or otherwise remove silt buildup as necessary once a week or 24-hours following a rain event of  $\geq 0.5"$ .

### 3.11 REMOVAL

- A. Remove temporary structures after protected areas have been stabilized.

**END OF SECTION 02100**

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

## **SECTION 02105**

### **GENERAL EXCAVATION, FILLING AND BACK FILLING**

#### **PART 1 - GENERAL**

##### **1.1 DESCRIPTION**

Scope of Work: The work of this Section consists of all necessary excavation, filling and back filling as shown on the plans and specified in SCDOT Technical Specification SC-M-203 to SC-M-205.

#### **PART 2 - PRODUCTS**

Refer to SCDOT Technical Specifications

#### **PART 3 - EXECUTION**

Refer to SCDOT Technical Specifications

**END OF SECTION 02105**

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

## **SECTION 02800**

### **SEEDING**

#### **PART 1 - GENERAL**

##### **1.1 DESCRIPTION**

Scope of Work: The work consists of all necessary seeding as shown on the plans and specified in SCDOT Technical Specification SC-M-810.

#### **PART 2 - PRODUCTS**

##### **2.1 SEED**

- D. Grass Seed: Fresh, clean, dry, new-crop seed complying with AOSA's "Rules for Testing Seeds" for purity and germination tolerances.
- E. Seed Species: See seeding schedule on drawings.

#### **PART 3 - EXECUTION**

Refer to SCDOT Technical Specifications

**END OF SECTION 02800**

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

## **SECTION 02810**

### **VINYL SHEET PILING**

#### **PART 1 - GENERAL**

##### **1. SHEET PILING**

1. Description. This work consists of furnishing and placing vinyl sheet piling in accordance with these specifications and as shown on the plans.

#### **PART 2 - PRODUCTS**

1. Material. All vinyl sheet piling shall be ShoreGuard 825 vinyl sheet piling or an engineer approved equal meeting the following requirements: The sheet piling shall be UV inhibited, impact modified, weatherable rigid vinyl, and meet the requirements of ASTM D 790, ASTM D 638, ASTM D 4216, and ASTM D 4226. The length of sheet piling furnished shall be as indicated on the plans or as authorized by the Engineer. Vinyl pile may be inspected at the manufacturing facility and will be inspected at the project site. Furnish 2 copies of the test reports showing the chemical and physical test results for each pile included in the shipment. Store and handle vinyl piles to prevent damage. Bent, deformed, kinked, or otherwise damaged piles will be rejected.

2. Related Components. Tie rods shall be ASTM F1554 Grade 55 steel. Fasteners and plate washers shall conform to ASTM A36 steel and shall be hot dipped galvanized per ASTM A 153. All timber shall meet AWWA standard C3. Timber piling furnished by the Contractor shall be in accordance with Item 406, "Timber Piling" and Item 492, "Timber Preservative and Treatment".

3. Storing and Handling. At all points, suitable precautions shall be taken to prevent breakage, splitting, warping, distortion or any damage that may cause the piling to be rejected. The piling shall be handled with nylon rope slings or by hand. Furnish pile quantities shown in the contract. The specified lengths are those required below cutoff. Adjust lengths for the difference between the cut off length and the pile position in the driving equipment. Remove and dispose of excess pile length after the pile is installed.

#### **PART 3 - EXECUTION**

##### **1. PILE DRIVING EQUIPMENT.**

1) Impact Hammer. Provide an impact pile hammer capable of driving the sheet pile to the bottom of wall elevation(s) shown on the plans. Provide hammer manufacturer's recommended pile driving aides, guides, templates, and accessories.

2) Vibratory Hammer. A vibratory hammer is allowed for installation of sheet piling. If the pile does not meet design tip elevation(s) during vibratory installation finish the installation utilizing an impact hammer.

3) Evaluation of Pile Driving Equipment. The County will evaluate pile driving equipment provided by the Contractor. The proposed equipment must be capable of driving the sheet pile to the bottom of wall elevation(s) shown on plans without damage to the pile. Driving Equipment. Driving equipment shall be any of the following equipment: 500 to 3,500 pound drop hammer, APE, Vulcan, or ICE vibratory hammer, vibratory plate compactor, or concrete breaker with driving helmet. No

other equipment will be accepted without prior approval from the Engineer. Submit 2 copies of the Pile and Drive Equipment Data for the proposed pile hammer(s) to the Project Manager 30 calendar days before driving.

4) The Project Manager will notify the Contractor of results of the pile driving equipment evaluation within 14 calendar days after receipt of the Pile and Driving Equipment Data Form. If the evaluation indicates that pile damage may occur or that the proposed pile driving equipment cannot drive the pile to the specified bottom of wall elevation, re-submit a plan that modifies the equipment or the installation method to ensure the ability to drive pile to the specified bottom of wall elevation without pile damage. The Project Manager will notify the Contractor of the results of the revised pile driving submission within 7 calendar days after receipt of the re-submittal.

5) Do not vary from the evaluated driving system without prior written approval from the Project Manager. The County will not consider proposed changes to the pile driving equipment or methods without receipt of a revised submittal with updated information. The Project Manager will notify the Contractor of evaluation results of the pile driving system changes within 7 calendar days after receipt of the revised submittal. Delays and additional costs associated with developing, submitting, and obtaining evaluation results for pile driving proposals and resulting changes in the pile driving equipment and work methods are the sole responsibility of the Contractor.

6) Sheet Pile Cutoff Locations. The cutoff location of each sheet cannot be lower than the intersection with the slope above the sheet. The cutoff location of each sheet may be a maximum of 0.5 feet above the intersection with the slope above the sheet.

7) If practical driving refusal occurs before the sheet pile achieves design tip elevation, the Project manager will contact the Engineer. Practical driving refusal is determined by the Project manager in consultation with the Engineer and is defined as:

- a) Damage to the sheet pile is observed during driving or
- b) Wave equation analysis for the approved driving system predicts overstressing.

8) The following conditions do not constitute practical driving refusal:

- a) The approved hammer system is not operating correctly or
- b) The hammer is not operated to the maximum rated operating energy as recommended by the hammer manufacturer.

9) Horizontal Alignment Tolerances. Drive pile so the pile head at cutoff elevation is within 2 inches of the plan location.

10) Vertical Alignment Tolerances. The allowable alignment tolerance from a plumb line is 1/4 inch per 1 foot of pile length.

11) If a section of sheet pile comes out of interlock during driving, remove and inspect the sheet pile. If the pile is not damaged, re-drive the pile to bottom of wall elevation. Do not re-use damaged piles.

12) Laterally pulling on misaligned pile(s) or splicing a properly aligned section on misaligned pile(s) is prohibited.

13) The Project Manager may suspend driving if the either horizontal or vertical alignment is not maintained as the pile is driven.

14) Within 2 working days after driving is completed, submit five copies of a written plan to the Project Manager for correcting pile(s) that do not meet the alignment or location tolerances.

15) Method of Measurement. Sheet Pile Material is measured by the linear feet of wall face as calculated from the plan dimensions or ordered in writing from the Project Manager.

16) Basis of Payment. Accepted quantities of Sheet Pile Material are paid for at the contract unit price per linear foot. Payment is full compensation for all labor, tools, equipment and other incidentals necessary to complete the work in accordance with the specifications and as directed by the Project Manager.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

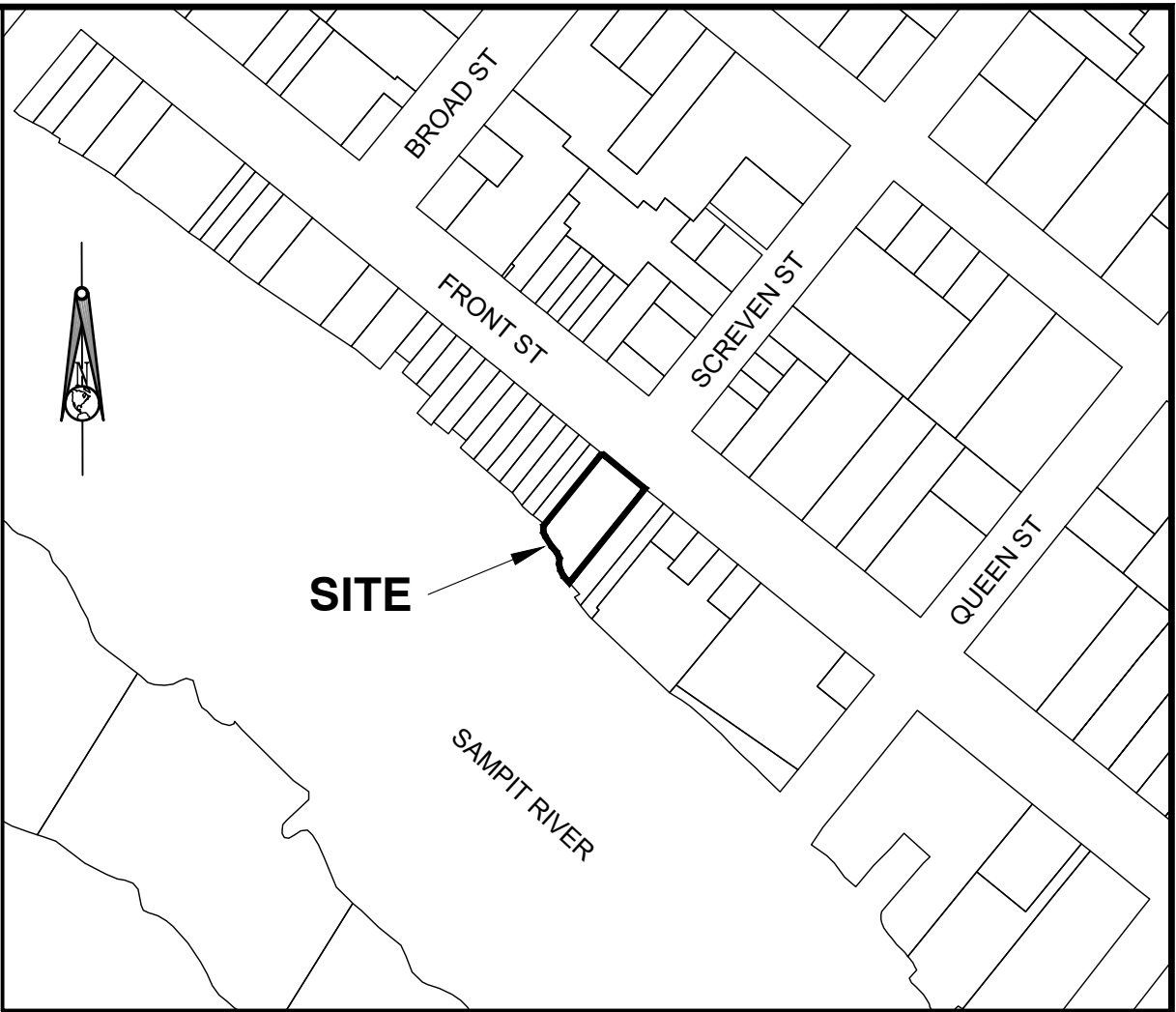


# SITE IMPROVEMENT PLANS OF LAFAYETTE PARK BULKHEAD

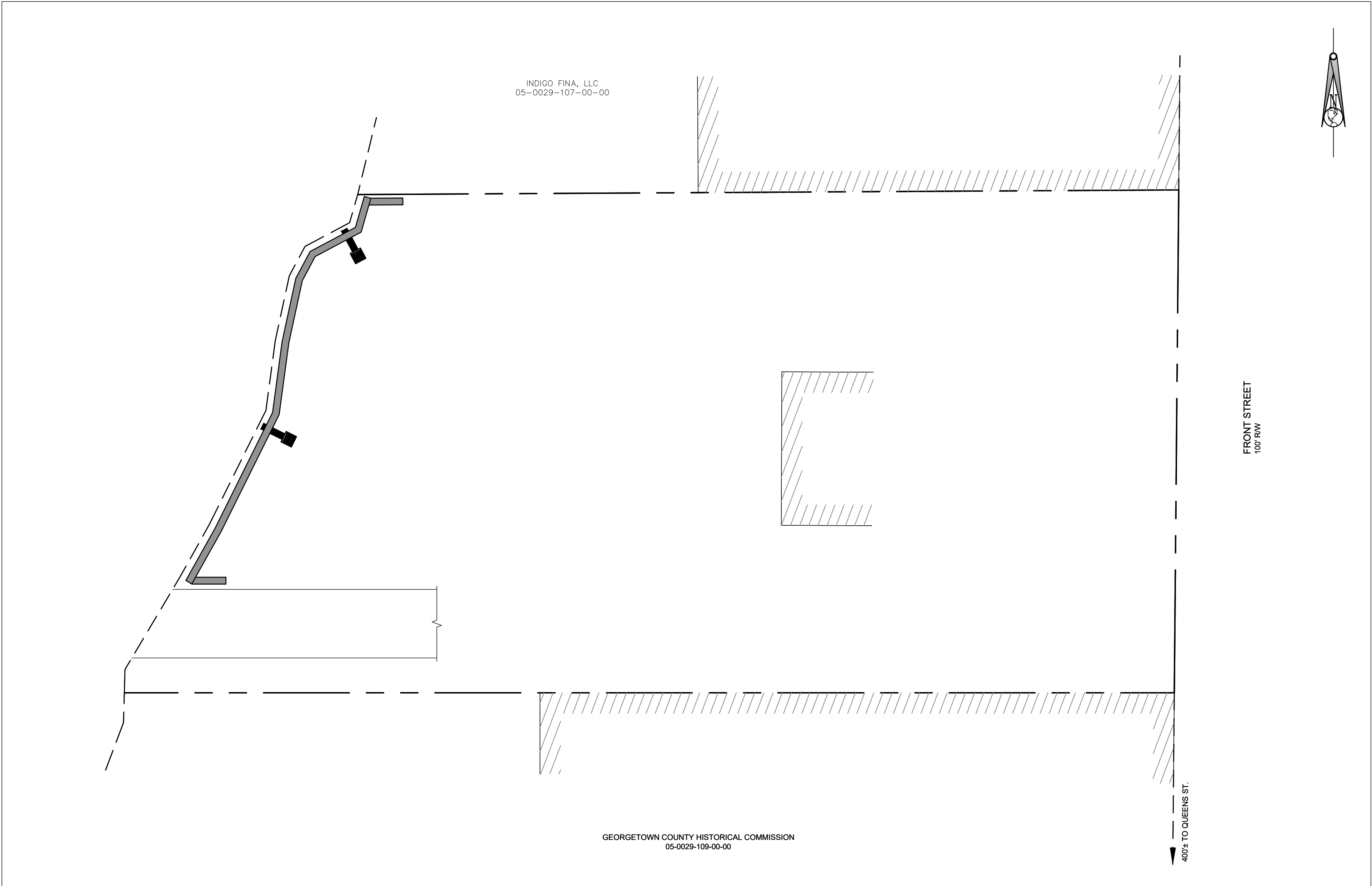
GEORGETOWN COUNTY, SC

PREPARED FOR:  
GEORGETOWN COUNTY  
108 SCREVEN STREET  
GEORGETOWN, SC 29440

07-11-2022



VICINITY MAP  
SCALE: N.T.S.



SHEET LIST TABLE	
Sheet Number	Sheet Title
--	COVER SHEET
C1.0	GENERAL NOTES
C2.0	SITE LAYOUT PLAN
C3.0	DETAIL SHEET

REVISION SCHEDULE				
NO.	DATE:	DESCRIPTION	BY	
1	10-31-2022	PER GTC PURCHASING DEPT	10-31-2022	DAT

EARTHWORKS

planning and design consultants

11655 HIGHWAY 707

MURRELLS INLET, SC 29576

843.651.7900

(FAX) 843.651.7903

www.earthworksgroup.com

DRAWING NAME: J:\Projects\22-21049 - Lafayette Park, Georgetown County\CF Sheets\21049 - COVER & NOTES SHEET.dwg, 2022-07-11 10:00 AM, 2.30 MB, dwg

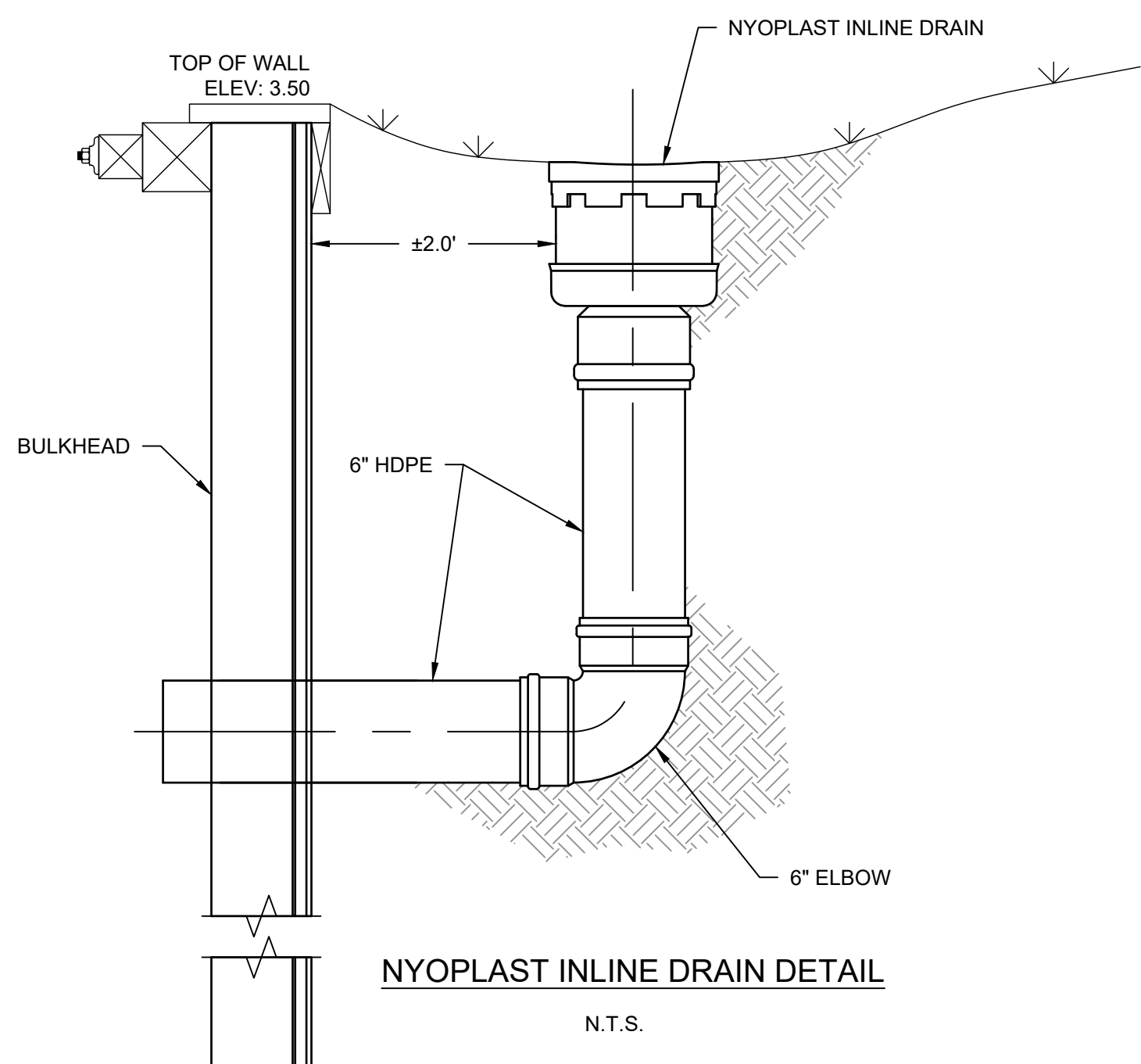
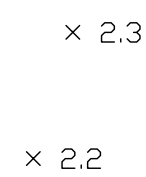
JOB NAME: 221049 - LAFAYETTE PARK BULKHEAD

ALL RIGHTS RESERVED. The Earthwork Group is hereby known as EW Inc. The User agrees not to use this document, in whole or part, for any purpose or project other than the project, which is the subject of this Agreement. User agrees to waive all claims against EW Inc. resulting in any way from unauthorized changes or reuse of this document by anyone other than EW Inc. In addition, User agrees, to the fullest extent permitted by law, to indemnify and hold EW Inc. harmless from any damage, liability or cost, including reasonable attorney's fees and costs of defense arising from any changes made by anyone other than EW Inc. or from any reuse of this document without the prior written consent of EW Inc. or the purchaser. This drawing, and the design shown, is the property of EW. The reproduction or use of this drawing without the architect/engineer's written consent is prohibited and any infringement is subject to legal action.

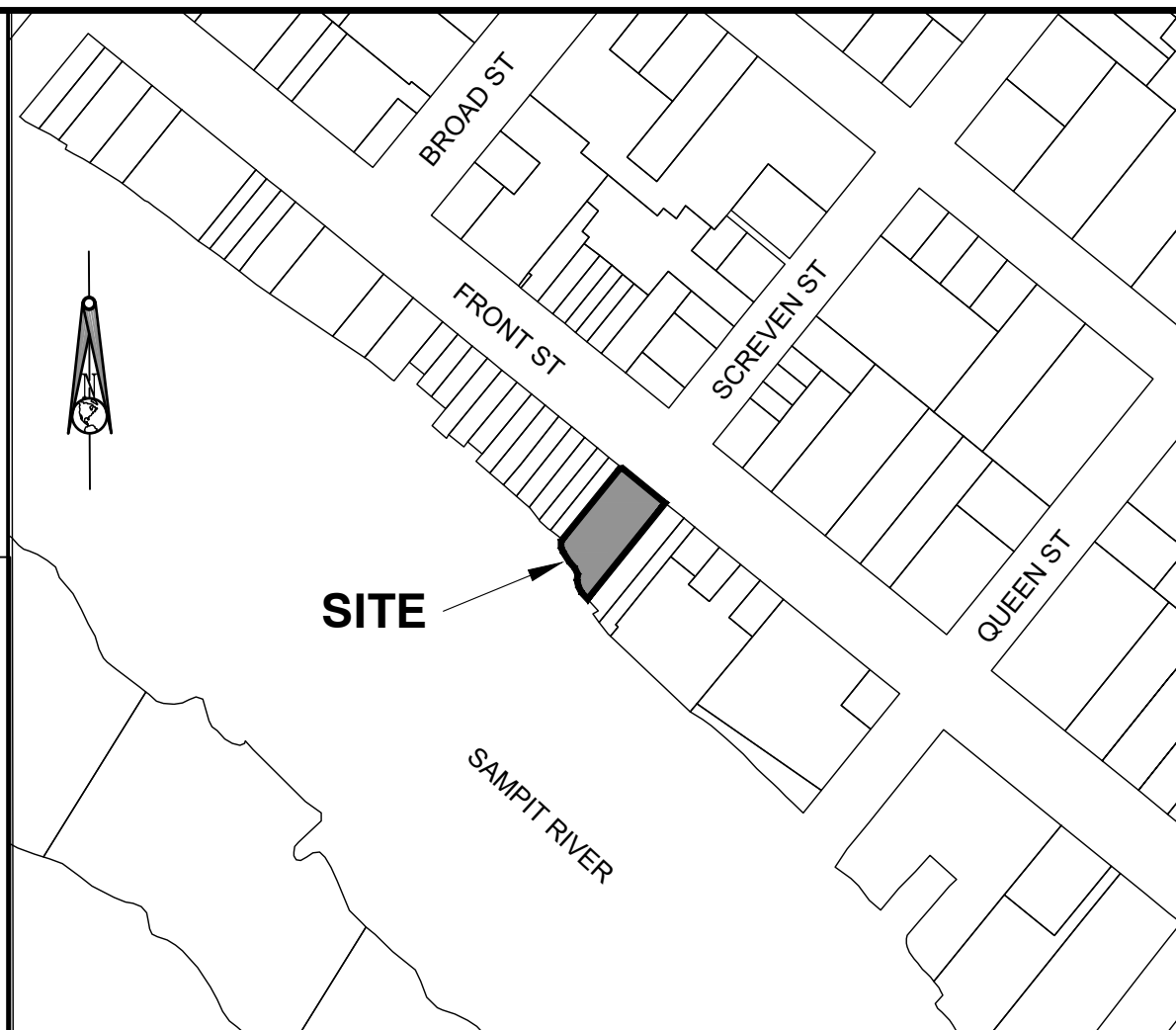








<h1 style="text-align: center; margin: 0;">GRADING LEGEND</h1>	
<u>DESCRIPTION</u>	<u>PROPOSED</u>
SWALE	✕ SWL ???
FINISHED GRADE	✕ FG ???
EXISTING SPOT ELEVATION	× ???



VICINITY MAP  
SCALE: N.T.S.

DEVELOPMENT GENERAL NOTES:

CLIENT: GEORGETOWN COUNTY  
ADDRESS: 108 SCREVEN STREET

THIS PROPERTY IS LOCATED IN FLOOD ZONE AE  
ELV: 9 ACCORDING TO F.I.R.M. # 4500870002D  
DATED 03/16/1989  
OVERALL AREA = 0.23 AC  
TMS # 05-0029-109-00-00  
ZONING: CORE COMMERCIAL (CC)

NOTE:

1. REFERENCE A SURVEY OF CRITICAL LINE SURVEY OF LAFAYETTE PARK FOR GEORGETOWN COUNTY HISTORICAL COMMISSION, BY PARKER LAND SURVEYING LLC. DATED FEB. 17, 2022.
2. SURVEYED BY PARKER LAND SURVEYING LLC. 09-06-2022.

REFERENCES:

1. PLAT BOOK X, PAGE 56.
2. PLAT SLIDE 57, PAGE 10A.
3. DEED BOOK 92, PAGE 663.
4. GEORGETOWN COUNTY TAX MAP 05-0029-108-00-00

NOTES:

1. THIS PROPERTY IS LOCATED IN FLOOD ZONE AE-9, PER F.I.R.M. COMMUNITY PANEL 450087 0002 D, REVISED 03/16/1989.
2. OWNER OF RECORD: GEORGETOWN COUNTY  
HISTORICAL COMMISSION  
PO DRAWER 1270  
GEORGETOWN, SC 29442
3. ZONED: CC
- \* SETBACKS TO BE VERIFIED BY THE CITY GEORGETOWN (AND IF APPLICABLE, VERIFIED BY APPROPRIATE HOA OR ARB).
4. THIS PROPERTY IS SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD. NO TITLE SEARCH PERFORMED BY THIS OFFICE.
5. THIS SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON(S) OR ENTITY APPEARING ON SAID SURVEY. THIS SURVEY DOES NOT EXTEND TO ANY UNNAMED PERSON(S) OR ENTITY WITHOUT AN EXPRESSED RECERTIFICATION BY PARKER LAND SURVEYING, LLC.
6. THIS SURVEY IS NULL AND VOID IF SIGNATURE AND EMBOSSED SEAL ARE ABSENT.
7. ALL BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON SOUTH CAROLINA STATE PLANE COORDINATE SYSTEM 1983. DISTANCES SHOWN HEREON ARE HORIZONTAL (GROUND) DISTANCES, NOT GRID DISTANCES.
8. ELEVATIONS SHOWN BASED ON NGVD 29 DATUM.

[illegible]

**LAFAYETTE PARK BULKHEAD**

## SITE LAYOUT & GRADING PLAN

**GEORGETOWN COUNTY**  
GEORGETOWN COUNTY, SC

**PREPARED FOR:**

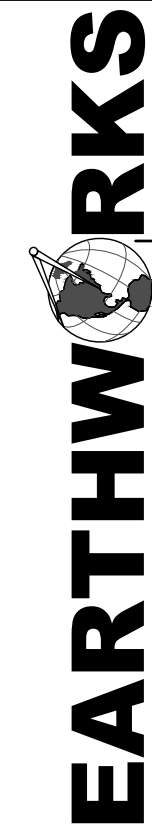
---

**DAT**

CHECKED BY: MD/SGS

**SHEET**

# C2.0



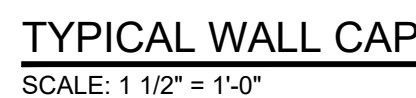
---

planning and design consultants

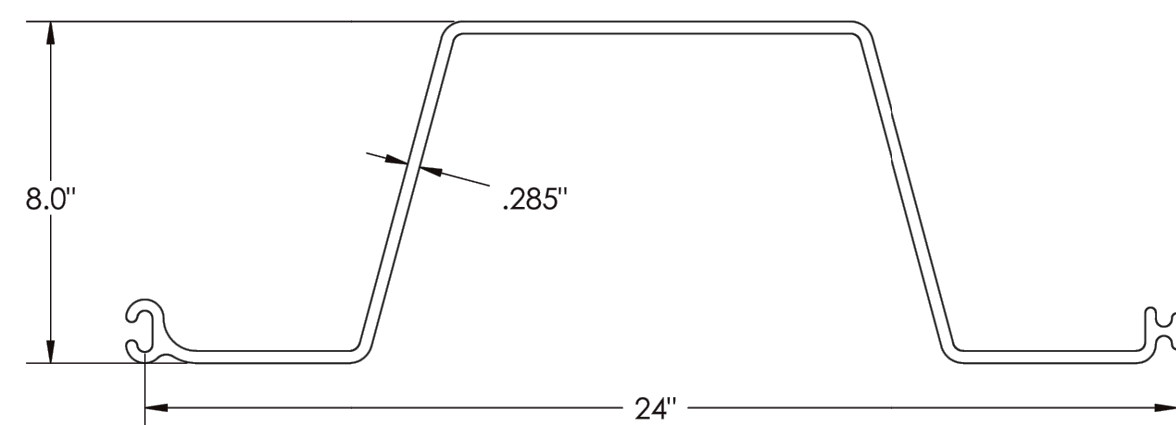
11655 HIGHWAY 707  
MURRELLS INLET, SC 29576  
843.651.7900

(FAX) 843.651.7903  
www.earthworksgroup.com

**DISCLAIMER:** THE EARTHWORKS GROUP IS SOLELY KNOWN AS EW INC. THE USER AGREES TO USE THIS DOCUMENT, IN WHOLE OR IN PART, FOR ANY PURPOSE OR PROJECT OTHER THAN THE PROJECT, WHICH IS THE SUBJECT OF THIS AGREEMENT. USER AGREES TO WAIVE ANY CLAIMS AGAINST EW INC., RESULTING IN ANY FORM OF UNAUTHORIZED CHANGES OR REUSE OF THIS DOCUMENT BY ANYONE OTHER THAN EW INC. IN ADDITION, USER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD EW INC. HARMLESS FROM ANY DAMAGE, LIABILITY OR COST, INCLUDING REASONABLE ATTORNEY'S FEES AND COSTS, INCURRED BY EW INC. IN CONNECTION WITH THIS AGREEMENT.



- VINYL SHEET PILES - EXECUTION**
1. INSTALL DRIVING GUIDE OR TEMPLATE TO AID IN SHEETING INSTALLATION. DRIVING GUIDE OR TEMPLATE SHALL ASSIST TO ENSURE A STRAIGHT AND PLUMB WALL IS INSTALLED.
  2. DRIVE SHEET PILES TO THE DEPTH SPECIFIED WITHIN THE CONSTRUCTION DOCUMENTS. MARKING SHEETS FOR "MUDLINE" MAY NOT BE APPLICABLE DUE TO WATER LEVELS, PROVIDE ADEQUATE MEANS TO ENSURE SHEET PILES ARE INSTALLED TO SPECIFIED DEPTHS. UNDER NO CIRCUMSTANCES SHALL THE CONTRACTOR CUT OFF OR INSTALL SHORTER SHEET PILE WITHOUT WRITTEN AUTHORIZATION FROM EOR OR THE OWNER. WORKMANSHIP SHALL BE MONITORED TO ENSURE SHEETS ARE INSTALLED PLUMB. PRIOR TO INSTALLATION, FORETHOUGHT SHALL BE GIVEN TO SHEET ORIENTATION AND LAYOUT. ENSURE OUTSIDE CORNERS TO MINIMUM VOID SPACE BETWEEN SHEET PILING AND WALER; IT IS BEST PRACTICE TO INSTALL OUTSIDE CORNERS WHERE THERE IS CONTACT BETWEEN SHEET PILING AND WALER.
  3. SHEET PILES INSTALLED WITH DEFICIENCIES (INCORRECT KEY INTERLOCKING, OUT-OF-PLUMB, DAMAGED, ETC.) SHALL BE REMOVED AND RE-INSTALLED AT THE CONTRACTOR'S EXPENSE.
  4. INSTALL FILTER DRAINS INTO WALL PER MANUFACTURER RECOMMENDATIONS. INCLUDE APPROPRIATE CLEAN GRANULAR FILL AND FILTER-FABRIC WITHIN COMPACTED BACKFILL TO SATISFY MANUFACTURER'S REQUIREMENTS.
  5. INSTALL TIMBER MEMBERS AND TIE-BACKS IN ACCORDANCE WITH TYPICAL CONSTRUCTION PRACTICES AND MANUFACTURER'S RECOMMENDATIONS.
  6. BACKFILL BEHIND SHEET PILE IN LEVEL COMPACTED LIFTS. COMPACTION OF BACKFILL SHALL BE MINIMUM 85% FOR SURFACES NOT RECEIVING PADS, BUILDINGS, PAVING, SLABS, ETC.

**SG-425**

Visit [cmilc.com/legal](http://cmilc.com/legal) for more information on referenced trademarks and patents owned by CMI Limited Co.

**NOTE: DATA SHEET FOR SHOREGUARD SG-425 PROVIDED FOR CONTRACTOR'S USE TO PROVIDE ALTERNATE PROFILES FOR APPROVAL. ALTERNATES SHALL BE SIMILAR MATERIALS, OFFER GREY COLOR OPTION AND PROVIDE EQUIVALENT, OR GREATER, STRUCTURAL VALUES LISTED ABOVE.**

## BULKHEAD SHEET DESIGN REFERENCE

**EARTHWORKS**



planning and design consultants

11655 HIGHWAY 707  
MURRELLS INLET, SC 29576  
843.651.7900  
(FAX) 843.651.7903  
[www.earthworksgroup.com](http://www.earthworksgroup.com)

PRELIMINARY  
NOT FOR  
CONSTRUCTION

[illegible]

LAFAYETTE PARK BULKHEAD

DETAIL SHEET

GEORGETOWN COUNTY  
GEORGETOWN COUNTY, SC

PREPARED FOR:

Y: DAT

DAT

CHECKED BY: MD/SGS

SHEET

# C3.0

JOB NAME: 221049 - LAFAYETTE PARK BULKHEAD

221049

07-11-20

10341

y. DAT

DAT

CHECKED BY: MD/SGS

[illegible]