

Contract Documents & Specifications

Bear Island Road Project

March 2019

Town of Summerville
200 S. Main Street
Summerville, SC 29483

Bid Document Set No. _____

CONTRACT DOCUMENTS & SPECIFICATIONS

Bear Island Road Project

TABLE OF CONTENTS

Cover
Table of Contents

SECTION 1:
Invitation for Bids
Information for Bidders

SECTION 2:
Bid Forms and Documentation
 Bid Form
 Bid Bond
 Bidder's Experience Form
 Drug-Free Workplace Certification Form
 Non-Collusion Affidavit of Bidder
 Delinquent Tax Affidavit

SECTION 3:
Contract Forms
 Notice of Award
 Agreement
 Performance Bond
 Payment Bond

SECTION 4:
Contract Closeout Documents
 Affidavit of Payment
 Affidavit of Release of Lien
 Final Waiver of Lien
 Contractor Warranty Form
 Consent of Surety of Final Payment

SECTION 5:
Contract Terms
 General Conditions
 Supplemental Conditions
 Special Conditions

SECTION 6:

Contract Technical Documentation

Special Provisions

Technical Specifications

Supplemental Specifications

Supplemental Technical Specifications

Attachment A – Traffic Signal Special Provisions

Attachment B – Landscape Special Provisions

Addendum(s)

SECTION 1

Section 1 Documents:

Invitation for Bids

Information for Bidders

INVITATION FOR BIDS

Sealed Bids will be received by the Town of Summerville, South Carolina, at Town Hall, 200 South Main Street, Summerville, SC 29483, up to 11:30 a.m. local time on Wednesday, May 1, 2019, and immediately thereafter publicly opened and read aloud in the 2nd floor training room at Summerville Town Hall Annex, located at 200 S. Main Street, Summerville, SC 29483, for the furnishing of labor, material, and equipment for:

Bear Island Road Project

The work includes earthwork, grading, paving, and drainage facilities in order to construct and widen Bear Island Road and Old Light Road. The project also includes landscaping. The total estimated length of the project is total approximately roadway length of 1.4 miles.

A mandatory pre-bid conference will be held at 11:00 a.m. local time on Wednesday, April 10, 2019, in the 2nd floor Training Room, Summerville Town Hall Annex, 200 South Main Street, Summerville, South Carolina 29483.

The Contract Documents will be available on or about March 13th on the Town's website.

Each Bid must be accompanied by a certified check of the Bidder, or by a Bid Bond made payable to the Town of Summerville, for an amount equal to not less than five percent (5%) of the total Bid as a guarantee that, if the Bid is accepted, the required Agreement will be executed and that a 100% Performance Bond and 100% Payment Bond will be furnished.

The Town of Summerville reserves the right to waive any informalities in bidding and to reject all Bids if it is in the Town's best interest to do so. Unless all bids are rejected, award will be made by the Town of Summerville.

Michelle Beltz
Purchasing Agent

INFORMATION FOR BIDDERS

RECEIPT AND OPENING OF BIDS: Bids will be received at the time and place as specified in the Invitation for Bids, and then at said office publicly opened and read aloud.

LICENSES: The attention of Bidders is directed to the provisions of the acts for licensing of General Contractors for the State of South Carolina and all requirements of such acts which have bearing upon this work shall be deemed a part of the Specifications as if written therein in full. The showing by the Contractor of his license number shall be deemed as the Contractor's representation that he is legally qualified to enter into the prescribed Contract for any or all portions of the work included in his Bid.

All Bidders submitting a Bid shall have a currently valid "Contractor's License" for the State of South Carolina. This license number shall be shown on the bid form immediately below the signature identification and on the face of the sealed envelope containing the submitted Bid.

Subcontractors who will be engaged by the General Contractor shall also hold the required licenses.

PREQUALIFICATIONS: Prequalification of prime contractors is the procedure established and administered by South Carolina Department of Transportation by virtue of which prospective bidders (prime contractors) are required to establish their responsibility and competence in advance of submitting bid proposals. The Town of Summerville shall only accept bids from properly prequalified prime contractors.

BID SECURITY: Each Bid must be accompanied by a certified check from the Bidder, drawn through a recognized financial institution, or a Bid Bond duly executed by the Bidder as principal and having as surety thereon a surety company qualified to do business under the laws of the State of South Carolina and satisfactory to the Town, in an amount not less than five (5) percent of the Bid.

Such check or Bid Bond will be returned to all except the three (3) lowest Bidders within three (3) days after the opening of the Bids, and the remaining checks or Bid Bonds will be returned promptly after the Town and the accepted Bidder have executed the Agreement, or if no award has been made within ninety (90) calendar days after the date of the opening of Bids, upon demand of the Bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.

The Bid Security will be forfeited to the Town of Summerville as penalties in case an award is made and the:

- a. Notice of Award is not accepted
- b. Performance/Payment Bonds are not submitted, and/or

- c. The Contract is not performed in a manner satisfactory to the Town of Summerville based on the requirements as set out in the Invitation for Bids documents.

Bids in excess of \$25,000.00 received without said bid security deposit shall be considered as non-responsive and rejected.

DRUG-FREE WORKPLACE: Bidder shall comply with the South Carolina Drug-free Workplace Act, Section 44-107-10 et seq., South Carolina Code of Laws (1976, as amended) and shall file a certification form with the Town of Summerville in accordance with the same. Aforesaid certification form is provided by the Town of Summerville in this Invitation for Bid and shall be executed by the Bidder (or, in case of a corporation, by a duly authorized representative of the corporation) and shall be delivered to the Town of Summerville together with the Bid. **BIDS SUBMITTED WITHOUT THIS AFFIDAVIT MAY BE REJECTED AS UNRESPONSIVE.**

AFFIDAVIT OF NON-COLLUSION: An affidavit of Non-Collusion contained herein, shall be signed, notarized and attached to and become a part of the bid. **BIDS SUBMITTED WITHOUT THIS AFFIDAVIT MAY BE REJECTED AS UNRESPONSIVE.**

AFFIDAVIT OF DELINQUENT TAX: An Affidavit of Delinquent Tax contained herein, **SHALL BE** signed, notarized and attached to and become a part of the bid. **BIDS SUBMITTED WITHOUT THIS AFFIDAVIT MAY BE REJECTED AS UNRESPONSIVE.**

GUARANTY BONDS: The Bidder to whom the contract is awarded will be required to execute the Agreement and obtain the Performance Bond and Payment Bond, each in the sum of the full amount of the Contract Price, within ten (10) calendar days from the date when Notice of Award is delivered to the Bidder.

The Bonds must be duly executed and acknowledged by the Bidder as principal and by a corporate surety company qualified to do business under the laws of the State of South Carolina and satisfactory to the Town as surety, for the faithful performance of the Contract and payment for labor and materials. The premiums for such Bonds shall be paid by the Contractor.

Each Bond must be valid for one year beyond the date of final acceptance of the project.

EXECUTION OF CONTRACT: The Town, within ten (10) calendar days of receipt of acceptable Performance Bond, Payment Bond, and Agreement signed by the party to whom the Agreement was awarded, shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the Town not execute the Agreement within such period, the Bidder may by written notice withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the Town.

POWER OF ATTORNEY FOR BONDS: Attorneys-in-fact who sign Bid Bonds or Performance Bonds or Payment Bonds must file with each Bond a certified and effective dated copy of their power of attorney.

PENALTIES FOR FAILURE TO ENTER INTO CONTRACT: The successful Bidder, upon his failure or refusal to execute and deliver the Contract and Bonds required within ten (10) calendar days after he has received notice of the acceptance of his Bid, shall forfeit to the Town, as penalties for such failure or refusal, the security deposited with his bid.

LAWS AND REGULATIONS: All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included as though herein written out in full.

IMMIGRATION ACT COMPLIANCE: By submitting an offer, Bidder certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina code of Laws (originally enacted as Section 3 of The South Carolina Illegal Immigration act, 2008 S.C. Act No. 280) and agrees to provide upon request any documentation required to establish either: (a) the applicability of Title 8, Chapter 14 to Bidder and any subcontractor or sub-subcontractors; or (b) the compliance with Title 8, Chapter 14 by Bidder and any subcontractors or sub-subcontractors. 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". Bidder agrees to include in any contracts with its subcontractors language requiring the subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in any contracts with the sub-subcontractors language requiring the sub-subcontract to comply with the applicable requirements of Title 8, Chapter 14.

NON-RESIDENT CONTRACTORS: A Bidder, who is a non-resident contractor, shall be aware of Section 12-9-310, Article 3, of the South Carolina Income Tax Act of 1926, as amended. This article requires the Town entering into a contract with a non-resident taxpayer, where such contract exceeds ten thousand dollars (\$ 10,000), to withhold two percent (2%) of each payment made to the non-resident.

The funds deducted from the payment made to the non-resident contractor are funds deemed to be held in trust for the State of South Carolina and will be reported by the Town to the South Carolina Tax Commission. This Deduction is in addition to the retainage deductions specified in the General Conditions.

EXAMINATION OF DRAWINGS AND SPECIFICATIONS: Each Bidder shall carefully examine Drawings and Specifications and all Addenda or other revisions thereto and thoroughly familiarize himself with the detailed requirements thereof prior to submitting a Bid. If any Bidder is in doubt as to the true meaning of any part of the Drawings, Specifications, or other Documents, or if any error, discrepancy, conflict, or

omission is noted, the Bidder should immediately contact the Town in writing and request clarification. The Town will clarify the intent of the Documents and/or correct such error, discrepancy, conflict, or omission, and will notify all Bidders by Addendum in cases where the extent of work or the cost thereof will be appreciably affected. No allowance will be made after Bids are received for oversight by a Bidder.

EXAMINATION OF SITE: Each Bidder shall visit the site of proposed work and fully acquaint himself with conditions relating to construction and labor so he may fully understand facilities, difficulties, and restrictions attending execution of work under contract. By executing the Agreement, the Contractor represents that he has visited the site, familiarized himself with the local conditions under which the work is to be performed, and correlated his observations with the requirements of the Contract Documents.

INFORMATION NOT GUARANTEED: All information given on the Drawings or in the Contract Documents relating to subsurface conditions, existing structures, location of utilities, sewer inverts, or other information on existing facilities, is from the best sources at present available to the Town. All such information is furnished only for the **information and convenience** of the Bidders. Bidders are advised that site conditions may vary from the plans due to development changes by property owner and the construction of the North Maple Street Extension.

It is agreed and understood that the Town does not warrant or guarantee that the conditions, utilities, pipes, or other structures encountered during construction will be the same as those indicated on the Drawings or in the Contract Documents. The Bidder must satisfy himself regarding the character, quantities, and conditions of the various materials and the work to be done.

It further is agreed and understood that the Bidder or the Contractor will not use any of the information made available to him or obtained in any examination made by him in any manner as a basis or ground of claim or demand of any nature, against the Town or the Engineer, arising from or by reason of any variance which may exist between the information offered by the actual materials or structures encountered during the construction work, except as may otherwise be provided for in the Contract Documents.

If any work is performed by the Contractor, or any subcontractor, prior to adequate verification of applicable data, any resultant extra cost for adjustment of work necessary to conform to existing conditions, or damage to existing facilities, shall be assumed by the Contractor without reimbursement or compensation by the Town.

COMPLETE WORK REQUIRED: The Drawings, Specifications, and all supplementary documents are essential parts of the Contract, and requirements occurring in one are as binding as though occurring in all. They are intended to be cooperative, to describe and provide for a complete work. In case of discrepancy on the Drawings, figured dimensions shall govern. In case of omissions from the

Specifications as to items of equipment and materials or quantities therefore, the Drawings shall govern.

It shall be the responsibility of the Bidder to call to the attention of the Town obvious omissions of such magnitude as to affect the strength, adequacy, function, completeness, or cost of any part of the work in ample time for amendment by Addendum prior to letting date.

ADDENDA AND INTERPRETATIONS: No interpretation of the meaning of the Drawings, Specifications, quantities, or other Bid Documents will be made orally to any Bidder by the Town prior to award of the contract. Every request for such interpretation should be in writing directed to Michelle Beltz, Purchasing Agent via email MBeltz@SummervilleSC.gov. To be given consideration, such request must be received at least ten (10) days prior to the date fixed for the opening of Bids. Any and all such interpretations and any supplemental instructions will be made in the form of written Addenda to the Specifications which, if issued, **will be posted on the Town's website** not later than five (5) days prior to the date fixed for the opening of Bids. Failure of any Bidder to receive any such Addendum or interpretation shall not relieve such Bidder from any obligation under his Bid as submitted. All Contractors are to create an account with the Town of Summerville to request plans and register for notifications of Addendas. All Addenda so issued shall become part of the Contract Documents which the Contractor shall acknowledge.

ABILITY AND EXPERIENCE OF BIDDER: It is the purpose of the Town not to award this Contract to any Bidder who does not furnish satisfactory evidence that he has the experience of successfully completing projects of this type and magnitude and that he has sufficient capital, equipment, plant, and personnel to enable him to prosecute the work successfully and to complete it in the time named. **The Contractor must be on South Carolina Department of Transportation prequalified Contractor's list.**

The Town may make such investigation as it deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Town, under oath if so required, all such information and data for this purpose as the Town may request.

The successful Bidder will be required to construct the work with his own directly employed personnel to an extent not less than thirty percent (30%) of the Contract Amount.

BIDS AND QUALIFICATIONS: Before a Bid is considered for award, the Bidder may be requested by the Town to submit a statement of facts in detail as to his previous experience in performing similar or comparable work, and of his business and technical organization and financial resources and plant available to be used in performing the contemplated work.

TIME FOR COMPLETION: The Bidder must agree to commence work within the time stipulated in the Agreement. The Bidder also must agree to fully complete the project within the time stipulated in the Agreement.

PENALTIES: The Bidder must agree to pay as penalties the amount set forth in the Agreement for each consecutive calendar day that the work is incomplete after the date of completion.

MODIFICATION OF BIDS: Bids may be modified in writing, executed (in the manner that a bid must be executed) and delivered to the place where bids are to be submitted at any time prior to the opening of bids. Telegraphic modifications of the Bid will not be allowed.

WITHDRAWAL OF BIDS: Any Bidder may withdraw his Bid, either personally or by written request, at any time prior to the scheduled time for opening of Bids or authorized postponement thereof.

No Bidder may withdraw his Bid for a period of ninety (90) calendar days after the date set for the opening thereof, and all Bids shall be subject to acceptance by the Town during this period.

IRREGULAR BIDS: A Bid will be considered irregular and may be rejected for any one of the following reasons:

1. If the Bid is on a form other than that furnished by the Town; or if the form is altered or any part detached.
2. If there are unauthorized additions, conditional or alternate bids, or irregularities of any kind which may tend to make the Bid incomplete, indefinite, or ambiguous as to its meaning.
3. If the Bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
4. If the Bid does not contain a price for each item listed.
5. If the Bid does not contain the aggregate of the Bid, obtained by adding the extended amounts of the various items, if applicable.
6. If the Bid contains obviously unbalanced bid prices.
7. If there is reason to believe that any Bidder is interested in more than one Bid on the same project or that there has been collusion among the Bidders.

DISQUALIFICATION OF BIDDERS: More than one Bid from an individual, a firm or partnership, a corporation or any association, under the same or different names, will not be considered. Reasonable grounds for believing that any Bidder is interested as

a principal in more than one Bid for the work contemplated will cause the rejection of all Bids in which such Bidder is believed to be interested. Any or all Bids will be rejected if there is reason to believe that collusion exists among the Bidders. Contracts will be awarded only to responsible Bidders capable of performing the class of work contemplated within the time specified, and having sufficient resources and finances to carry on the work properly. **The Bidder is not currently on South Carolina Department of Transportation prequalified construction contractor's list for bridge and/or highway construction.**

ACCEPTANCE OR REJECTION OF BIDS: The Town reserves the right to reject any and all Bids when such rejection is in the interest of the Town; to reject the Bid of a Bidder who has previously failed to perform properly or complete on time contracts of a similar nature; and to reject the Bid of a Bidder who is not, in the opinion of the Engineer, in a position to perform the Contract. The Town also reserves the right to waive any informalities and technicalities in bidding. The Town may also accept or reject any of the alternates that may be set forth on the Bid.

METHOD OF AWARD: Unless all Bids are rejected, the Contract will be awarded to the lowest responsive, responsible Bidder. A responsive Bidder is defined as one whose Bid is complete and submitted in accordance with the Contract Documents without excisions, exceptions, special conditions or alternate bids (unless specifically requested in the bid form). A responsible Bidder is defined as one who is legally licensed to bid and perform work in the State of South Carolina, maintains a permanent place of business, has adequate plant equipment to complete the work properly and within the established time limit, has adequate financial status to meet his obligations contingent to the work, is prequalified by South Carolina Department of Transportation, and is considered by the Town and Engineer to be capable of performing the work in accordance with the Contract Documents

NOTICE TO PROCEED: The Notice to Proceed will be issued within twenty (20) calendar days of the execution of the Agreement by the Town. Should there be reasons why the Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between the Town and Contractor. If the Notice to Proceed has not been issued within the twenty (20) calendar day period or within the period mutually agreed upon, the Contractor may terminate the Agreement without further liability on the part of either party.

ESTIMATED QUANTITIES: Bidders must satisfy themselves of the accuracy of the estimated quantities in the Bid Schedule by examination of the site and a review of the Drawings and Specifications, including Addenda. After Bids have been submitted, the Bidder shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done.

COMPARISON OF BIDS: Bids will be compared on the basis of the prices stated in the Bid. In the event there is a discrepancy between the unit price and/or the computed total amount, the unit price shall govern.

RIGHT TO INCREASE OR DECREASE THE AMOUNT OF WORK: The work comprises approximately the quantities shown on the Drawings. The Town reserves the right to increase or decrease the amount of work under the Contract to the extent of 25% of the work contemplated, at the unit prices quoted in the Bid, without invalidating the Agreement. Further changes may be made, with the written agreement of the Contractor, up to the limits allowed by the prevailing County Procurement Ordinance. Compensation and time of completion affected by the change will be adjusted at the time of ordering such change.

FORM OF BID: All Bids must be submitted on the blank bid form provided therefore and must state the total price and total contract time for which the Bidder will complete the work in accordance with the terms of the Contract Documents. All blank spaces must be filled in and there shall be no interlineations, alterations, or erasures.

The Bid must be signed manually by a principal or an officer duly authorized to make contracts. The Bidder's legal name must be fully stated and the name and title of the person signing must be typed below his signature.

SUBMITTING BIDS: Each Bid must be submitted on the prescribed bid form. All blank spaces for bid prices must be filled in, in ink or typewritten, and the Bid must be fully completed and executed when submitted. Only one copy of the bid form is required.

Bidders are cautioned that it is the responsibility of each individual Bidder to assure that his Bid is in the possession of the responsible official or his designated alternate prior to the stated time and at the stated place of the bid opening. The Town is not responsible for Bids delayed by mail and/ or delivery services of any nature.

Each Bid must be submitted in an opaque sealed envelope, plainly marked on the outside, addressed and delivered as shown below. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed to the Town.

Upper Left Hand Corner:

Bidder's Name
Bidder's Address

To:

Town of Summerville
200 South Main Street
Summerville, SC 29483

Attention: Michelle Beltz
Purchasing Agent

Lower Left Hand Corner:

Bid for Construction of: Bear Island Road Project

South Carolina General Contractor's License No.: ____
Classification: ____
Expiration Date: ____

SECTION 2

Section 2 Documents

Bid Forms and Documentation

- **Bid Forms**
- **Bid Schedules**
- **Bid Bond**
- **Bidder's Experience Form**
- **Drug-Free Workplace Certification Form**
- **Non-Collusion Affidavit of Bidder**
- **Delinquent Tax Affidavit**

BID FORM

TO: Town of Summerville
Attn: Michelle Beltz
Director of Public Works
200 S. Main Street
Summerville, SC 29483

FROM: _____

Phone: _____

Fax No.: _____

of the City of _____ County of _____, and
State of _____, hereinafter called "Bidder".

PROJECT: Bear Island Road Project

Gentlemen:

The Bidder, in compliance with your Advertisement for Bids for the construction of above-referenced project, having examined the Drawings and Specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the Contract Documents, within the time set forth therein, and the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

The Bidder declares that he has carefully examined the site of the proposed Work and fully informed and satisfied himself as to the conditions there existing, the character and requirements of the proposed Work, and the difficulties attendant upon its execution, and that he has carefully read and examined the Drawings, the annexed proposed Agreement, and the Specifications and other Contract Documents therein referred to, and knows and understands the terms and provisions thereof.

Bidder understands that information relative to existing structures, apparent and latent conditions, and natural phenomena, as furnished to him on the Drawings, in the Contract Documents, or by

the Town or the Engineer, carries no guarantee expressed or implied as to its completeness or accuracy, and he has made due allowance therefore.

He further understands that the quantities of work tabulated in the Bid are only approximate and are subject to increase or decrease as deemed necessary to the performance of the work by the Engineer; and that these quantities as shown will be used in arriving at the total Contract Price and determination of the lowest Bidder.

Bidder hereby agrees to commence work under this contract within 15 days of receipt of the Notice to Proceed and to fully complete the project(s) within 450 consecutive calendar days thereafter.

Bidder also agrees to pay \$1,400.00 a day as penalties for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.

Bidder acknowledges receipt of the following Addenda:

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

BID SCHEDULE
Bear Island Road Project

All work performed by the Contractor as essential to the completion of the intent of the Contract Documents shall be paid for in accordance with the Bid Schedule. No direct payment will be made for work performed which is not shown as a separate Bid Item. All costs shall be included in the various pay items of the total quantity in the Bid Schedule or an amount shown as Total Bid Amount for the work shown on the proposed project plans. If a discrepancy is found in the Total Extended Price, then the Unit Price will be used.

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL EXTENDED PRICE
1031000	MOBILIZATION	NEC.	LS	\$	\$
1050800	CONSTRUCTION STAKES, LINES & GRADES	NEC.	EA	\$	\$
1071000	TRAFFIC CONTROL	NEC.	LS	\$	\$
2012000	CLEARING & GRUBBING WITHIN ROADWAY	NEC.	LS	\$	\$
2021010	REMOVAL & DISPOSAL OF EXISTING DROP INLET	3	EA	\$	\$
2023000	REMOVAL & DISPOSAL OF EXISTING PAVEMENT	2406	SY	\$	\$
2025000	REMOVAL & DISPOSAL OF EXISTING ASPHALT PAVEMENT	14010	SY	\$	\$
2031000	UNCLASSIFIED EXCAVATION	9630	CY	\$	\$
2033000	BORROW EXCAVATION	36058	CY	\$	\$
2034000	MUCK EXCAVATION	8952	CY	\$	\$
2081001	FINE GRADING	31181	SY	\$	\$
2103000	FLOWABLE FILL	50	CY	\$	\$
3069900	MAINTENANCE STONE	20	TON	\$	\$
3100320	HOT MIX ASPHALT BASE COURSE - TYPE B	6757	TON	\$	\$
4011004	LIQUID ASPHALT BINDER PG64-22	797	TON	\$	\$
4012100	FULL DEPTH ASPH. PAV. PATCHING 10"UNIF	790	SY	\$	\$
4013990	MILLING EXISTING ASPHALT PAVEMENT (VARIABLE)	7607	SY	\$	\$
4020320	HOT MIX ASPHALT INTERMEDIATE COURSE TYPE B	4709	TON	\$	\$
4030320	HOT MIX ASPHALT SURFACE COURSE TYPE B	4672	TON	\$	\$
6250005	4" WHITE BROKEN LINES -(GAPS EXCLUDED)-FAST DRY PAINT	2918	LF	\$	\$
6250015	8"WHITE SOLID LINES(CROSSWALK&CHANNELIZATION)FAST DRY PAINT	5808	LF	\$	\$
6250025	24" WHITE SOLID LINES (STOP/DIAGONAL LINES)-FAST DRY PAINT	3300	LF	\$	\$
6250030	WHITE SINGLE ARROW (LEFT, STRAIGHT, RIGHT)-FAST DRY PAINT	62	EA	\$	\$
6250035	WHITE WORD MESSAGE "ONLY"-FAST DRY PAINT	40	EA	\$	\$
6250040	WHITE COMBINATION ARROW(STR.& RT.OR STR.& LT.)FAST DRY PAINT	6	EA	\$	\$
6250105	4" YELLOW BROKEN LINES(GAPS EXC) - FAST DRY PAINT	304	LF	\$	\$
6250110	4"YELLOW SOLID LINE(PVT.EDGE&NO PASSING ZONE)-FAST DRY PAINT	16696	LF	\$	\$
6271005	4" WHITE BROKEN LINES(GAPS EXCL.)THERMOPLASTIC- 90 MIL.	1459	LF	\$	\$
6271015	8" WHITE SOLID LINES THERMOPLASTIC - 125 MIL.	2904	LF	\$	\$
6271025	24" WHITE SOLID LINES (STOP/DIAG LINES)-THERMO.-125 MIL	1650	LF	\$	\$
6271030	WHITE SINGLE ARROWS (LT, STRGHT, RT) THERMO.-125 MIL.	31	EA	\$	\$
6271035	WHITE WORD MESSAGE "ONLY" -THERMOPLASTIC - 125 MIL.	20	EA	\$	\$
6271040	WHITE COMBINATION ARROWS(STR&RT.OR STR<)THERMO-125MIL	3	EA	\$	\$
6271064	4" YELLOW BROKEN LINES(GAPS EXC)THERMOPLASTIC - 90 MIL.	152	LF	\$	\$
6271074	4" YELLOW SOLID LINES(PVT.EDGE LINES) THERMO-90 MIL.	8348	LF	\$	\$
6271076	6" YELLOW SOLID LINES(PVT.EDGE LINES) THERMO-90 MIL.	4021	LF	\$	\$

6300005	PERMANENT CLEAR PAVEMENT MARKERS- MONO-DIR.- 4"X4"	85	EA	\$	\$
6301100	PERMANENT YELLOW PAVEMENT MARKERS BI-DIR.- 4"X4"	366	EA	\$	\$
6510105	FLAT SHEET, TYPE III, FIXED SZ. & MSG. SIGN	244.75	SF	\$	\$
6510106	FLAT SHEET, TYPE III, SIZE DETERMINED BY MSG	141	SF	\$	\$
6531210	U-SECTION POST FOR SIGN SUPPORTS - 3P	482	LF	\$	\$
6551110	SQUARE TUBING POST 12 GAUGE - 1 3/4" X 1 3/4" X 8	450	LF	\$	\$
6750207	1.0" SCHEDULE 40 PVC CONDUIT	2801	LF	\$	\$
6750213	2.0" SCHEDULE 40 PVC CONDUIT	4858	LF	\$	\$
6750220	3.0" SCHEDULE 40 PVC CONDUIT	3655	LF	\$	\$
6750278	FURNISH & INSTALL 2.0" SCHEDULE 80 PVC CONDUIT	50	LF	\$	\$
675027S	FURNISH & INSTALL 2.0" SCHD 80 PVC CONDUIT (DIRECTION.BORED)	50	LF	\$	\$
675027Z	FURNISH ADDITIONAL CONDUIT WITHIN DIRECTIONAL BORE	50	LF	\$	\$
6770388	FURNISH & INSTALL NO. 14 COPPER WIRE, 4 CONDUCTOR - BLACK	125	LF	\$	\$
6770389	FURNISH & INSTALL NO. 14 COPPER WIRE, 4 CONDUCTOR - GRAY	50	LF	\$	\$
6800518	F&I-13"X24"X18"D.ELEC.FLUSH UNDGRD.ENCLOS-(STR.POLY.CONC.)HJD	3	EA	\$	\$
682SP01	FURNISH & INSTALL 15' BREAK-AWAY ALUM PEDESTAL POLE AND BASE	3	EA	\$	\$
686SP01	F&I SOLAR POWERED RECTANGULAR RAPID FLASHING BEACON ASSEMBLY, PER MUTCD IA-21	4	EA	\$	\$
686SP02	F&I PASSIVE PEDESTRIAN DETECTION SYSTEM FOR RRFB, PER MUTCD IA-21	2	EA	\$	\$
7013420	CLEAN AND SEAL CULVERT JOINT	20	EA	\$	\$
7141141	14"X 23" HORIZONTAL ELLIPTICAL(HE) RC PIPE CUL.-CLASS HE-III	769	LF	\$	\$
7143618	18" SMOOTH WALL PIPE	7379	LF	\$	\$
7143624	24" SMOOTH WALL PIPE	693	LF	\$	\$
7143636	36" SMOOTH WALL PIPE	335	LF	\$	\$
7143642	42" SMOOTH WALL PIPE	125	LF	\$	\$
7149999	CLEANING EXISTING PIPE	1403	LF	\$	\$
7191005	CATCH BASIN -TYPE 1 CB - TYPE 1	1	EA	\$	\$
7191205	CATCH BASIN -TYPE 9	1	EA	\$	\$
7191605	CATCH BASIN -TYPE 16	78	EA	\$	\$
7191615	CATCH BASIN - TYPE 16 - SPECIAL	2	EA	\$	\$
7191650	CATCH BASIN -TYPE 18	12	EA	\$	\$
7192021	DROP INLET (24" X 36") WITH STANDARD 4' X 4' BOX	5	EA	\$	\$
7192105	MANHOLE	6	EA	\$	\$
7203110	CONCRETE CURB AND GUTTER(1'-6") VERTICAL FACE	123	LF	\$	\$
7203120	CONCRETE CURB AND GUTTER(1'-6") - SLOPING FACE	7462	LF	\$	\$
7203210	CONCRETE CURB AND GUTTER(2'-0") VERTICAL FACE	18428	LF	\$	\$
7203230	CONCRETE CURB AND GUTTER (2'-0") OGEE	1000	LF	\$	\$
7204100	CONCRETE SIDEWALK(4" UNIFORM)	13611	SY	\$	\$
7204900	DETECTABLE WARNING MATERIAL	1042	SF	\$	\$
7205000	CONCRETE DRIVEWAY(6" UNIFORM)	233	SY	\$	\$
7206000	CONCRETE MEDIAN	923	SY	\$	\$

7209000	PEDESTRIAN RAMP CONSTRUCTION	1033	SY	\$	\$
8041010	RIP-RAP (CLASS A)	9	TON	\$	\$
8048215	GEOTEXTILE FOR EROSION CONTROL UNDER RIPRAP(CLASS 2)TYPE D	21	SY	\$	\$
8068301	TEMPORARY BARRIER FENCE	4110	LF	\$	\$
8100100	PERMANENT COVER	6.14	ACRE	\$	\$
8100200	TEMPORARY COVER	12.29	ACRE	\$	\$
8101105	COMPOST	1652	CY	\$	\$
8101110	STRAW OR HAY MULCH WITH TACKIFIER	18.43	ACRE	\$	\$
8104005	FERTILIZER (NITROGEN)	615	LB	\$	\$
8104010	FERTILIZER (PHOSPHORIC ACID)	615	LB	\$	\$
8104015	FERTILIZER (POTASH)	615	LB	\$	\$
8105005	AGRICULTURAL GRANULAR LIME	12287	LB	\$	\$
8109050	SELECTIVE WATERING	135750	GAL	\$	\$
8109901	MOWING	36.86	ACRE	\$	\$
8110003	LANDSCAPING ITEM NO. (01)	1	EA	\$	\$
811SP01	LONG LEFT STRAW	5604	SY	\$	\$
811SP02	HOSE BIB	19	EA	\$	\$
811SP03	WATER METER ALLOWANCE	7	EA	\$	\$
8131000	SODDING	5	MSY	\$	\$
8152004	INLET STRUCTURE FILTER - TYPE F (WEIGHTED)	1870	LF	\$	\$
8152007	SEDIMENT TUBES FOR DITCH CHECKS	385	LF	\$	\$
8153000	SILT FENCE	18150	LF	\$	\$
8153090	REPLACE/REPAIR SILT FENCE	2200	LF	\$	\$
8154050	REMOVAL OF SILT RETAINED BY SILT FENCE	18150	LF	\$	\$
8156490	STABILIZED CONSTRUCTION ENTRANCE	1650	SY	\$	\$
TOTAL BID AMOUNT				\$	

Additions to work and deletions from work shall be paid in accordance with these unit prices.

The above unit prices shall include all labor, materials, dewatering, shoring, removal, overhead, profit, insurance, taxes, fees, etc., to cover the finished work of the several kinds called for.

Bidder understands that the Town reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Bidder agrees that this Bid shall be good and may not be withdrawn for a period of 90 calendar days after the scheduled closed time for receiving bids. This period may be extended by mutual agreement of Bidder and Town.

Upon receipt of written notice of the acceptance of this Bid, Bidder will execute the formal Agreement attached within 10 days, and deliver Surety Bonds and evidence of insurance as required by the General Conditions.

The bid security attached, in the sum of:

_____, (\$_____)

is to become the property of the Town in the event the Agreement and Bonds are not executed within the time above set forth as penalties for the delay and additional expense to the Town caused thereby.

The undersigned declares that his firm is (delete those not applicable):

A corporation organized and existing under the laws of the State of _____.

A partnership consisting of _____

_____.

The undersigned declares that the person or persons signing this proposal is fully authorized to sign the proposal on behalf of the firm listed and to fully bind the firm listed to all the conditions and provisions thereof.

It is agreed that no person or persons or company other than the firm listed below or as otherwise indicated hereinafter has any interest whatsoever in this proposal or the contract that may be entered into as a result thereof, and that in all respects the proposal is legal and fair, submitted in good faith, without collusion or fraud.

Respectfully Submitted:

Contractor

(SEAL - if bid is by a Corporation)

By: _____

(Title)

(Address)

S.C. General Contractor's License No. _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned

_____, as Principal, and

_____, as Surety, are

hereby held and firmly bound unto the Town of Summerville, 200 S. Main Street, Summerville, SC 29483, hereinafter called the Town,

in the penal sum of _____

Dollars, (\$_____), being not less than five percent (5%) of the amount bid, in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas the Principal has submitted a Bid to the Town of Summerville, which is attached hereto and made a part hereof for the construction of:

Bear Island Road Project

NOW, THEREFORE, if said Bid is accepted, the Principal shall execute and deliver a Contract in accordance with the terms of such Bid, and give such bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished therefore. Should Principal fail to execute and deliver the Contract along with the bonds and certificate(s) of insurance, the amount of this security will be forfeited to the Town of Summerville.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that the obligations of said Surety and its Bond shall be in no way impaired or affected by any extension of the time within which the Town may accept such Bid; and said Surety does hereby waive notice of any such extension.

Signed and sealed this _____ day of _____, 201_.

ATTEST:

Principal

(Principal) Secretary (SEAL)

By: _____

Address

Witness as to Principal

Address

Surety

ATTEST:

(Surety) Secretary (SEAL)

By: _____

Attorney-in-Fact

Address

Witness as to Surety

Address

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and must be authorized to transact business in the State of South Carolina.

BIDDER'S EXPERIENCE FORM

Bear Island Road Project

THIS SHEET IS TO BE COMPLETED AND RETURNED WITH YOUR BID PROPOSAL
(Attach additional sheets, if needed, to provide further explanation.)

Name of Bidder: _____

How many years have you been engaged in the contracting business under your present firm or trade name? _____

Provide a general description of the type of work performed by your company. _____

Have you ever failed to complete any work awarded to you? _____ If so, where and why? _____

Have you ever defaulted on a contract? _____ If so, where and why? _____

The Bidder shall provide, in the space below, references for at least three (3) projects of a similar nature for which comparable work has been performed.

1. Project: _____
Client: _____
Address: _____
Contact Person: _____ Phone: _____
Construction Cost: _____ Year Completed: _____

2. Project: _____
Client: _____
Address: _____
Contact Person: _____ Phone: _____
Construction Cost: _____ Year Completed: _____

3. Project: _____

Client: _____

Address: _____

Contact Person: _____ Phone: _____

Construction Cost: _____ Year Completed: _____

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Town of Summerville in verification of the recitals comprising this Bidder's Experience Form.

Dated this _____ day of _____, 201_.

Bidder: _____

By: _____

Title: _____

DRUG-FREE WORKPLACE CERTIFICATION FORM

(CONTRACTOR/VENDOR OTHER THAN INDIVIDUALS)

This certification is required by the Drug-Free Workplace Act, Section 44-107-10 et seq. South Carolina Code of Laws (1976, as amended). The regulations require certification by Contractors/Vendors prior to award, that they will maintain a drug-free workplace as defined below. The certification set out below is a material requirement of fact upon which reliance will be placed when determining the award of contract. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of contract, or suspension or debarment from the right to submit bids or proposals for the Town of Summerville projects.

For purposes of this Certification "Drug-Free Workplace" is defined as set forth in Section 44-107-20 (1), South Carolina Code of Law (1976, as amended). The aforesaid Section defines workplace to include any site where work is performed to carry out the Contractor's/Vendor's duties under the Contract. Contractor's/Vendor's employees shall be prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in accordance with the requirements of the Drug-Free Workplace Act.

By signing this document, the Contractor/Vendor hereby certifies that it will provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's/Vendor's workplace and specifying the actions that will be taken against employees for violation of the prohibition.
2. Establishing a drug-free awareness program to inform employees about:
 - a) The damages of drug abuse in the workplace.
 - b) The Contractor's/Vendor's policy of maintaining a drug-free workplace.
 - c) Any available drug counseling, rehabilitation, and employee assistance programs; and;
 - d) The penalties that may be imposed upon employees for drug violations.
3. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph #1 above;

4. Notifying the employee in the statement required by paragraph #1 that, as a condition of employment under the contract, the employee will:
 - a) Abide by the terms of the statement; and
 - b) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after the conviction.
5. Notifying the Town of Summerville within ten (10) days after receiving notice under subparagraph #4-b, from an employee or otherwise receiving actual notice of the conviction.
6. Taking one of the following actions, within thirty (30) days of receiving notice under subparagraph #4-b with respect to any employee who is convicted:
 - a) Taking appropriate personnel action against the employee up to and including termination; or
 - b) Requiring the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraph #1, 2, 3, 4, 5, and 6 above.

Project Name: Bear Island Road Project

Firm Name: _____

Address: _____

Attest: _____

Signed: _____

Date: _____

Title: _____

NON-COLLUSION AFFIDAVIT OF BIDDER

State of _____)
)ss.
County of _____)

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

1. He is _____ (Owner, partner, officer, representative or agent) of _____, the Bidder that has submitted the attached Bid for;

Bear Island Road Project

- 2. He is fully informed regarding the preparation and contents of the attached Bid and all pertinent circumstances regarding such Bid;
- 3. Such Bid is genuine and is not a collusive or sham Bid;
- 4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affidavit, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from quoting in connection with such Contract, or has in any manner directly or indirectly, sought by agreements or collusion or communication or conference with any other Bidder, firm or person to fix the price of prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other Bidder or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of Summerville, South Carolina, or any person interested in the proposed Contract; and
- 5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest.

SIGNED: _____

TITLE: _____

Subscribed and sworn to before me this the _____ Day of _____, 201__.

Notary Public for _____

My Commission Expires _____.

DELINQUENT TAX AFFIDAVIT

Please note the Procurement Department shall verify that all taxes have been paid to the Town of Summerville by vendors with which they intend to do business. If you owe delinquent taxes your bid may be disqualified from consideration. If you wish to inquire as to your tax status, you may contact the Berkeley County Delinquent Tax Office at one of the following numbers:

Moncks Corner	(843) 719-4030	
Charleston	(843) 723-3800	extension 4030
St. Stephen	(843) 567-3136	extension 4030

IS YOUR BUSINESS DELINQUENT IN PAYING ANY TAXES OWED TO BERKELEY COUNTY? _____(YES OR NO).

BIDDER SIGNATURE: _____

BIDDER NAME: _____

POSITION: _____

FIRM NAME: _____

ADDRESS: _____

TELEPHONE: _____

Subscribed and sworn to before me this _____ day of _____, 201_.

_____ My Commission

Expires _____
NOTARY PUBLIC
STATE OF SOUTH CAROLINA

SECTION 3

Section 3 Contract Forms

Notice of Award

Agreement

Performance Bond

Payment Bond

NOTICE OF AWARD

To: (Contractor)

Project: Bear Island Road Project

The Town of Summerville has considered the Bid submitted by you on _____ 2019, for the above described Project in response to its Advertisement for Bids and Information for Bidders.

You are hereby notified that your Bid has been accepted for items in the amount of \$_____ for a Total Construction time of _____ days.

You are required by the Information for Bidders to execute the Agreement and furnish the required Contractor's Performance Bond, Payment Bond and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said Bonds within ten (10) days from the date of this Notice, the Town will be entitled to consider all your rights arising out of the Town's acceptance of your Bid as abandoned and as forfeiture of your Bid Bond. The Town will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Town.

Dated this ___ day of _____, 201_.

Town of Summerville
By: Michelle Beltz
Title: Purchasing Agent

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by

_____ on this the ___ day of _____, 201_.
(Contractor)

By: _____ Title: _____

AGREEMENT

THIS AGREEMENT, made this [] Day of [], by and between the Owner The Town of Summerville, hereinafter called "Town" and [], hereinafter called "Contractor".

Town and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. PROJECT

Contractor shall complete all work as specified or indicated in the Contract Documents. The Project, for which the work specified, is generally described as:

Bear Island Road Project

Article 2. ENGINEER

The Project has been designed by

MICHAEL BAKER INTERNATIONAL INCORPORATED
Post Office Box 5805
Columbia, South Carolina 29250

who is hereinafter called Engineer and who is to assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the work in accordance with the Contract Documents.

Article 3. CONTRACT TIME

- 3.1 The Work will be complete within **450 calendar days** from the effective Notice to Proceed.
- 3.2 Town and Contractor recognize that time is of the essence of this Agreement and that the Town will suffer financial loss if the work is not finally complete within the time specified above. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the Town if the work is not completed on time. Accordingly, instead of requiring any such proof, Town and Contractor agree that as penalties for delay Contractor shall pay the Town **One Thousand Four Hundred Dollars (\$1,400.00)** for each calendar day that expires after the time specified in paragraph 3.1 for final completion of work.
- 3.3 Contractor understands and hereby expressly agrees that in addition to liquidated damages specified in Article 3.2 above, to pay the Town the actual costs to Town for any inspector or inspectors necessarily employed by Town on the work and the actual costs to Town for the observation of construction and project representative services including all travel and subsistence expenses after the date specified for completion until the work is completed and ready for

final payment. Further, the Contractor agrees that the sums to be paid the Town may be deducted from the sum due the Contractor for work performed as provided in the General Conditions. Further, the Contractor agrees to pay the penalties provided in these contract documents.

Article 4. CONTRACT PRICE.

4.1.1.1 Town shall pay Contractor for completion of the work in accordance with the Contract Documents, and in accordance with the unit bid prices submitted on _____ with an initial contract amount of \$ _____.

Article 5. PAYMENT PROCEDURES.

Contractor shall submit Applications for Payment in accordance with the General Conditions, but in no case shall submit Applications for Payment more than once per month. Applications for Payment will be processed by Town as provided in the General Conditions.

5.1 Payment will be made within thirty (30) days after acceptance of completed work in accordance with the payment schedule. Payment application for construction contracts are to be submitted on an AIA Application for Payment form, or similar form acceptable to Town. Application for payment shall reflect work completed through the last day of the month. Retainage for construction contracts will be as follows: 10%. Partial payments will be made as follows: Provided an application for payment is received by the Project Manager no later than the 10th of the month, the Town shall make payment to the Contractor not later than the 30th day of the same month. If an application for payment is received after the 10th day of the month, payment shall be made by the Town no later than 20 days after the Project Manager receives the application for payment.

5.2 Upon final completion and acceptance of the work in accordance with the General Conditions, Town shall pay the remainder of the contract price as recommended by the Project Manager.

Article 6. CONTRACTOR'S REPRESENTATIONS.

In order to induce Town to enter into this Agreement, Contractor makes the following representations:

6.1 Contractor has familiarized itself with the nature and extent of the Contract Documents, work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the work.

6.2 Contractor has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all available examinations, investigations, explorations, tests, reports and studies which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the work as Contractor considers necessary for the performance or furnishing of the work at the contract price, within the contract time and in accordance with the other terms and conditions of

the Contract Documents, and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by Contractor for such purposes.

- 6.3 Contractor has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing underground facilities at or contiguous to the site and assumes responsibility for the accurate location of said underground facilities.
- 6.4 Contractor has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- 6.5 Contractor has given Town written notice of all conflicts, error or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Town is acceptable to Contractor.

Article 7. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between Town and Contractor concerning the work consist of the following:

- 7.1 This Agreement.
- 7.2 Invitation for Bids.
- 7.3 Information for Bidders.
- 7.4 Notice of Award.
- 7.5 Performance and Payment Bonds.
- 7.6 Addendum Number _____.
- 7.7 General Conditions
- 7.8 Supplemental Conditions
- 7.9 Special Conditions
- 7.10 Technical Specifications
- 7.11 Special Provisions
- 7.12 Supplemental Specifications
- 7.13 Supplemental Technical Specification
- 7.14 Attachment A – Signal Special Provisions and Attachment B – Landscape Special Provisions

7.15 Contractor's Bid.

7.16 All written amendments and other documents amending, modifying or supplementing the Contract Documents, which may be delivered or issued after the effective date of the Agreement and not attached hereto.

Drawings prepared by the Engineer.

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

Article 8. MISCELLANEOUS.

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

8.2 Town and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

8.3 The Contractor will be allowed fuel or asphalt adjustment indexing on this project.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in three (3) counterparts, each of which shall be deemed an original, in the year and day first above written.

TOWN OF SUMMERVILLE

By: _____
Collin Martin
Town Administrator

(SEAL)

ATTEST:

(Secretary)

(Witness)



By: _____

Name: _____

Title: _____

Address: 

Phone: 

Fax: 

(SEAL)

ATTEST:

(Secretary)

(Witness)

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal and
(Corporation, Partnership or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto Town of Summerville, 200 S. Main Street, Summerville, SC 29483 hereinafter called Town, in the penal sum of _____ Dollars, (\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas the Principal entered into a certain contract with the Town, dated the _____ day of _____, 2019, a copy of which is hereto attached and made a part hereof for the construction of:

Bear Island Road Project

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term thereof, and any extension thereof which may be granted by the Town, with or without notice to the Surety, and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Town from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Town all outlay and expense which the Town may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or additions to the terms of the contract or to the work to be performed hereunder or the specifications accompanying the same shall in any wise affect its obligation of this Bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the specifications.

PROVIDED FURTHER, that no final settlement between the Town and the Contractor shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied.

Whenever the Contractor shall be, and declared by Town to be, in default under the Contract, the Town having performed Town's obligations thereunder, the Surety may promptly remedy the default; or shall promptly complete the Contract in accordance with its terms and conditions; or shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, arrange for a contract between such bidder and the Town, and make available sufficient funds to pay the cost of completion less the balance of the Contract price. The term "balance of the Contract price", as used in this paragraph, shall mean the total amount payable by the Town to the Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this the ____ day of _____, 2019.

ATTEST:

(Principal) Secretary (SEAL)

Witness as to Principal

Address

ATTEST:

(Surety) Secretary (SEAL)

Witness as to Surety

Address

Principal

By: _____

Address

Surety

By: _____

Attorney-in-Fact

Address

NOTE: Date of Bond must not be prior to the date of the Contract. If Contractor is a Partnership, all partners shall execute the Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and must be authorized to transact business in the State of South Carolina.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal and
(Corporation, Partnership or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto the Town of Summerville, 200 S. Main Street, Summerville, SC 29483, hereinafter called Town, in the penal sum of _____ Dollars, (\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas the Principal entered into a certain contract with the Town, dated the _____ day of _____, 2019, a copy of which is hereto attached and made a part hereof for the construction of :

Bear Island Road Project

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the Project provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials used or reasonably required for use in connection with the construction of such work, and all insurance premiums on said work and for all labor performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or additions to the terms of the contract or to the work to be performed hereunder or the specifications accompanying the same shall in any wise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the specifications.

PROVIDED FURTHER, that no final settlement between the Town and the Contractor shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one

of which shall be deemed an original, this the ____ day of _____, 201_.

ATTEST:

Principal

(Principal) Secretary (SEAL)

By: _____

Address

Witness as to Principal

Address

Surety

ATTEST:

(Surety) Secretary (SEAL)

By: _____

Attorney-in-Fact

Address

Witness as to Surety

Address

NOTE: Date of Bond must not be prior to the date of the Contract. If Contractor is a Partnership, all partners shall execute the Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and must be authorized to transact business in the State of South Carolina.

SECTION 4

Section 4 Documents:

Affidavit of Payment

Affidavit of Release of Lien

Final Waiver of Lien

Contractor Warranty Form

Consent of Surety of Final Payment

AFFIDAVIT OF PAYMENT

To All Whom It May Concern:

WHEREAS, the undersigned has been employed by _____ to furnish labor and materials for _____ work, under a contract _____ for the improvement of property described as Bear Island Road Project in the County of Berkeley, State of **South Carolina** of which the government of **Town of Summerville, South Carolina**, located at **200 S. Main Street, Summerville, South Carolina 29483** is the Owner,

NOW, THEREFORE, this _____ day of _____

The undersigned, as the Contractor for the above named Contract pursuant to the Conditions of the Contract hereby certified that, except as listed below, has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or its property might in any way be held responsible.

EXCEPTIONS:(If none, write "None". The Contractor shall furnish a bond satisfactory to the Owner for each exception.)

ATTACHMENTS:

- 1. Consent of Surety to Final Payment. (Whenever Surety is involved, Consent of Surety is required.)
- 2. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
- 3. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers.
- 4. Contractors Affidavit of Release of Liens.

(SEAL)

CONTRACTOR
(Name of sole ownership, corporation
or partnership)

(Print name of Agent/Authorized Representative)

(SEAL)

(Signature of Authorized Representative (Agent)

(Affix corporate seal here)

TITLE _____

AFFIDAVIT OF RELEASE OF LIEN

To All Whom It May Concern:

WHEREAS, the undersigned has been employed by _____ to furnish labor and materials for _____ work, under a contract _____ for the improvement of property described as Bear Island Road Project in the County of Berkeley, State of **South Carolina** of which the government of **Town of Summerville, South Carolina**, located at **200 S. Main Street, Summerville, South Carolina, 29483** is the Owner,

NOW, THEREFORE, this _____ day of _____

The undersigned, as the Contractor for the above-named Contract pursuant to the Conditions of the Contract hereby certifies that to the best of his/her knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services, who have or may have liens against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS: (If none, write "None". The Contractor shall furnish a bond satisfactory to the Owner for each exception.)

ATTACHMENTS:

- 1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
- 2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers.

(SEAL)

CONTRACTOR
(Name of sole ownership, corporation
or partnership)

(Print name of Agent/Authorized Representative)

(SEAL)

(Signature of Authorized Representative (Agent)

(Affix corporate seal here)

TITLE _____

FINAL WAIVER OF LIEN

To All Whom It May Concern:

WHEREAS, the undersigned has been employed by _____ to furnish labor and materials for _____ work, under a contract _____ for the improvement of property described as Bear Island Road Project in the County of Berkeley, State of **South Carolina** of which the government of **Town of Summerville, South Carolina**, located at **200 S. Main Street, Summerville, South Carolina, 29483** is the Owner,

NOW, THEREFORE, this _____ day of _____

for and in consideration of the sum of (\$) _____ Dollars paid simultaneously herewith, the receipt whereof is hereby acknowledged by the undersigned, the undersigned does hereby waive and release any lien rights to, or claim of lien with respect to and on said above-described premises, and the improvements thereon, and on the monies or other considerations due to become due from the owner, on account of labor, services, material, fixtures, apparatus of machinery heretofore or which may hereafter be furnished by the undersigned to or for the above-described premises by virtue of said contract.

(SEAL)

or partnership)

CONTRACTOR (Name of sole ownership, corporation

(Print name of Agent/Authorized Representative)

(SEAL)

(Affix corporate seal here)

(Signature of Authorized Representative (Agent)

TITLE _____

INSTRUCTIONS FOR FINAL WAIVER

- (A) Person or company with whom you agreed to furnish either labor, or services, or materials, or both.
- (B) Fill in nature and extent of work; strike the word labor or the word materials if not in your contract.
- (C) If you have more than one contract on the same premises, describe the contract by number if available, date and extent of work.
- (D) Furnish an accurate enough description of the improvement and location of the premises so that it can be distinguished from any other property.
- (E) Amount shown should be the amount actually received and equal to total amount of contract as adjusted.
- (F) If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself as partner.

CONTRACTOR WARRANTY FORM

PROJECT: Bear Island Road Project

LOCATION: Berkeley County, South Carolina

OWNER: Town of Summerville

Contractor (Company Name)_____for the above-referenced project, do hereby warrant all labor and materials furnished and work performed are in accordance with the Contract Documents and authorized modifications thereto, and will be free from defects due to defective materials or workmanship for a period of three (3) years from Date of Completion. This warranty commences on _____Date of Completion and expires on _____

This warranty covers that portion of the project described below:

Should any defect develop during the warranty period due to improper materials, workmanship or arrangement, the defect shall, upon written notice by the Owner, be made good by the Undersigned at no expense to the Owner.

Nothing in the above shall be deemed to apply to work, which has been abused or neglected by the Owner.

DATE

(SEAL)

CONTRACTOR
(Name of sole ownership, corporation)
or partnership)

(Print name of Agent/Authorized Representative)

(SEAL)

(Signature of Authorized Representative (Agent)

(Affix corporate seal here)

TITLE_____

CONSENT OF SURETY for Final Payment

Project Name: Bear Island Road Project

Location: Berkeley County, South Carolina

Project No.

Type of Contract_____

Amount of Contract_____

In accordance with the provisions of the above-named contact between the Owner and the Contractor, the following named surety:

on the Payment Bond of the following named Contractor:

hereby approves of final payment to the Contractor, and further agrees that said final payment to the Contractor shall not relieve the Surety Company named herein of any of its obligations to the following named Owner: as set forth in said Surety company's bond:

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand and seal this _____ day of _____

(Name of Surety Company)

(Affix corporate seal here)
(Signature of Authorized Representative)

TITLE

IF SIGNED BY ATTORNEY-IN-FACT, POWER OF ATTORNEY IS REQUIRED

SECTION 5

Section 5 Documents:

General Conditions

Supplemental Conditions

Special Conditions

GENERAL CONDITIONS

1. GENERAL PROVISIONS

1.1 THE CONTRACT DOCUMENTS: The Contract Documents consist of the Advertisement for Bids, Information for Bidders, Bid, Bid Bond, Agreement, Payment Bond, Performance Bond, Conditions of the Contract (General Conditions, Project Notes, Special Conditions, Supplemental and Other Conditions), Drawings (the Construction Plans), Technical Specifications, Addenda, Special Provisions, Supplemental Specifications, Supplemental Technical Specifications, Notice of Award, Notice to Proceed, and Change Orders.

1.2 CORRELATION AND INTENT OF DOCUMENTS: The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all.

The intent of the Drawings and Specifications is that the Contractor shall furnish all labor, supplies and materials, tools, machinery, equipment, transportation, supervision, temporary construction of any nature, and all other services, facilities and means necessary for the proper execution and completion of the Work in accordance with the Contract Documents and all incidental work necessary to complete the Project in an acceptable manner, and fully complete the work or improvement ready for use, occupancy and operation by the Town.

Any mention in the Specifications or indication on the Drawings of articles, materials, methods or operations shall require the Contractor to furnish such item or service as if it was fully specified unless it is noted or specified as not in the contract. It is intended that all materials shall be new and best quality in every respect unless otherwise noted or specified. All workmanship, methods of assembly, and erection shall be first class in every respect.

1.3 CONFLICT OR INCONSISTENCY: If there is any conflict or inconsistency between the provisions of the Supplemental Conditions and the provisions of the other Contract Documents, the provisions of the Supplemental Conditions shall prevail. If there is any conflict or inconsistency between the provisions of the General Conditions and the provisions of any of the Contract Documents other than the Supplemental Conditions, the provisions of the General Conditions shall prevail.

In case of conflict between the Drawings and Specifications, the Specifications shall govern. Figure dimensions on Drawings shall govern over scale dimensions, and detailed Drawings shall govern over general Drawings.

In case of difference between small-scale and large-scale drawings, the large scale drawings shall govern. Schedules on any contract drawing shall take precedence over conflicting information on that or any other contract drawing. On any of the drawings where a portion of the work is detailed or drawn out and the remainder is shown in outline, the parts detailed or drawn out shall apply also to all other like portions of the work. Where the word "similar" occurs on the drawings, it shall have a general meaning and not be interpreted as being identical, and all details shall be worked out in relation to their location and their connection with other parts of the work.

Any discrepancies found between the Drawings and Specifications and site conditions or any inconsistencies or ambiguities in the Drawings or Specifications shall be immediately reported to the Town, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. Work done by the Contractor after his discovery of such discrepancies, inconsistencies or ambiguities shall be done at the Contractor's risk.

Should a conflict be discovered within the Contract Documents, the Contractor shall be deemed to have estimated the higher quality way of doing the Work unless he shall have asked for and obtained a decision in writing from the Town before entering into this Contract.

1.4 ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS: The Contractor may be furnished additional instructions and detail drawings, by the Town, as necessary to carry out the Work required by the Contract Documents. The additional drawings and instructions thus supplied will become a part of the Contract Documents. The Contractor shall carry out the Work in accordance with the additional detail drawings and instructions.

1.5 SPECIFICATION HEADINGS: For convenience of reference, these Specifications are divided into various Divisions, Sections, Subsections and Paragraphs. The titles of these headings shall not be taken as a correct or complete segregation of the various types of material and labor nor as an attempt to outline jurisdictional procedures. The headings shall not be deemed to limit or restrict the content, meaning or effect of such section, subsection, paragraph, provision or part.

The organization of the Specifications into the various headings, and the arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade. Each subcontract shall be dependent upon its own definite confines, regardless of Divisions of these Specifications. No responsibility, either direct or implied, is assumed by the Town for omissions or duplications by the Contractor or by any of his subcontractors due to real or alleged errors in arrangement of matter in Contract Documents.

1.6 DRAWINGS AND SPECIFICATIONS FOR CONSTRUCTION PURPOSES: The Contractor will be furnished four (4) complete sets of Drawings and Specifications to be used during the course of construction. If more than four (4) sets are needed, the Contractor will be required to pay the actual cost of printing and handling.

1.7 DEFINITIONS: Wherever the words hereinafter defined or pronouns used in their stead occur in the Contract Documents, they shall have the following meanings:

ACCELERATION AND DECELERATION LANES: The Acceleration and Deceleration Lanes are the portions of the roadway adjoining the main traveled way consisting of tapers, widened areas or auxiliary lanes which function as speed change lanes, turning lanes, and segments of traffic interchange connections.

ADDENDA: Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the Contract Document, Drawings and Specifications by additions, deletions, clarifications or corrections. Such addenda will take precedent over the position of the general drawings and specifications concerned and will be considered as part of the Contract Documents.

ADVERTISEMENT: The Advertisement is the official notice published publicly announcing a letting of highway construction projects, inviting bids, and carrying information concerning the date and time of the opening of bids and other pertinent information

AGREEMENT: The Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral, including the bidding documents. The Agreement may be amended or modified by a Change Order.

AWARD: The Award of a Contract is made by official letter from Berkeley Town notifying the successful low bidder using an "A+B Bid" method that the proposed work has been awarded to the Bidder, and authorizing work to begin upon the execution and approval of a satisfactory contract

together with bonds to secure the performance of the work and assure the payment of all legal debts pertaining to the performance of the work, a certificate of insurance as proof of the required insurance, and such other conditions as specified or otherwise required by law.

BASE COURSE: The Base Course is the layer or layers of specified material of designated thickness or rate of application placed on a subbase or subgrade to support subsequent layers of the pavement structure.

BID or BID PROPOSAL: The written offer or proposal of the Bidder, submitted on the prescribed form, properly signed and guaranteed, to perform the work at the prices quoted by the Bidder.

BID BOND: The security furnished by the Bidder with his proposal for the Project is guaranty he will enter into a contract for the work if his proposal is accepted.

BIDDER: Any individual, firm or corporation or combination of same submitting a bid for the work contemplated, acting directly or through a duly authorized representative.

BRIDGE: A Bridge is a structure, including supports, erected over a depression or an obstruction, such as water, highway, or railway; having a track or passageway for carrying traffic or other moving loads; and having a length measured along the center of roadway of more than 20 feet. The length of a Bridge is the overall length measured along the longitudinal centerline between under copings of abutments or spring lines of arches, or extreme ends of openings for multiple boxes; it may also include multiple pipes, where the clear distance between openings is less than half of the smaller contiguous opening. The width is the clear width between the bottoms of curbs measured at right angles to the longitudinal centerline.

BONDS: Bid, Performance and Payment Bonds and other instruments of security furnished by the Contractor and his Surety in accordance with the Contract Documents.

CALENDAR DAY: Every day shown on the calendar, Sundays and holidays included.

CHANGE ORDER: A written order to the Contractor authorizing an addition, deletion or revision in the Work within the general scope of the Contract Documents, or authorizing an adjustment in the Contract Price or Contract Time.

CHANNEL: A Channel is a natural or artificial watercourse.

CONSTRUCTION ESTIMATE: A Construction Estimate is an official written itemization of the value of materials in-place and work performed according to which the Contractor is paid. A Construction Estimate may also be referred to as a Progress Estimate or the Final Estimate.

CONTRACT: The Contract Documents form the Contract. The Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral, including the bidding documents. The Contract may be amended or modified by a Change Order.

CONTRACT BOND: A Contract Bond is the approved form of security, executed by the Contractor and its surety or sureties, guaranteeing complete execution of the Contract and all Change Orders pertaining thereto, and the payment of all legal debts pertaining to the performance of the work.

CONTRACT DOCUMENTS: The Contract Documents consist of the Advertisement for Bids, Information for Bidders, Bid, Bid Bond, Agreement, Payment Bond, Performance Bond, the

Conditions of the Contract (General, Supplemental, and other Conditions), the Drawings, the Specifications, Addenda issued prior to execution of the Contract, Notice of Award, Notice to Proceed and Change Orders.

CONTRACT ITEM (or PAY ITEM or BID ITEM): A Contract Item may be referred to as a Pay Item or Bid Item and is an item of specifically described work for which a price, either unit or lump sum, is provided in the contract. It includes the performance of all work and the furnishing of all materials, labor, equipment, tools, supplies, and fuel described in the text of a specified item included in the contract.

Contract Items have a unique 7 digit Item Number. Generally, the first 3 digits correspond to a section of these Standard Specifications. The remaining 4 digits are for individual identification of each contract item

CONTRACT PRICE: The total monies payable to the Contractor under the terms and conditions of the Contract Documents.

CONTRACT TIME: The number of calendar days stated in the Contract Documents for the completion of the Work. Contract Time is the time in calendar days allowed for the substantial completion of the work specified in the Contract, plus 120 days and including authorized time extensions. Contract Time is the number of calendar days between the Notice to Proceed and date of Final Completion of Work

CONTRACT COMPLETION DATE: The Contract Completion Date is the date specified in the Contract for Final completion of the work. This date will be 450 calendar days beyond the substantial completion date.

CONTRACTOR: The individual, firm or corporation with whom the Town has executed the Agreement by which the Contractor is obligated directly, or through Subcontractors, to perform work in connection with the Project.

The Contractor is the person or organization identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Contractor means the Contractor or his authorized representative.

CROSSOVER: A Crossover is a travelway connecting two travelways of a divided highway and provides for the movement of traffic across or between the travelways.

CULVERT: A Culvert is structure that provides an opening or conduit under a roadway or fill, generally for the passage of water, and includes pipe culverts and any structure so named on the Plans.

DESIGNER OF RECORD: The Designer or Designer of Record is the Professional Engineer or Engineering Firm registered in South Carolina that performs the engineering design and analysis and is responsible for the plans and specifications for the project

DRAWINGS: The part of the Contract Documents which show the characteristics and scope of the Work to be performed and which have been prepared or approved by the Engineer.

EARTH: An excavated material or material to be excavated; all kinds of material other than rock.

ELEVATION: The figures given on the Drawings or in the other Contract Documents after the word "elevation" or abbreviation of it shall mean the distance in feet above the datum adopted by the Engineer.

ENGINEER: The person, firm or corporation named as such in the Contract Documents and duly appointed by the Town to undertake the duties and powers herein assigned to the Engineer, acting either directly or through duly authorized representatives.

EQUIPMENT: All machinery, together with the necessary supplies for operation, upkeep, and maintenance, and all tools and apparatus necessary for the proper construction and acceptable completion of the work.

EXTENSION: An Extension or Contract Extension is additional work added to a contract outside of the limits of the original contract

EXTRA WORK: Extra Work is additional work performed and/or additional material furnished beyond the original scope of the contract, and is duly authorized and necessary for proper completion of the improvement, but is not covered by any item in the contract, and for which, there is no means of payment, direct or indirect, provided in the contract. Such Extra Work is performed at duly negotiated prices in a Change Order.

FIELD ORDER: A written order effecting a change in the Work not involving an adjustment in the Contract Price or an extension of the Contract Time, issued by the Town to the Contractor during construction.

FURNISH: Provide and install complete, in place, and ready for use.

HIGHWAY: Highway is a general term denoting a public way for purposes of vehicular travel, including the entire area within the right-of-way. In general, this term is synonymous with "road" and "street."

INFORMATION FOR BIDDERS: The notice to contractors containing all necessary information as to provisions, requirements, date, place, and time of submitting bids.

INSPECTOR: The Inspector is the authorized representative of the TOWN as assigned to make detailed inspections of materials and/or contract performance.

LABORATORY: A Laboratory is an accredited materials and testing laboratory acceptable to the South Carolina Department of Transportation and the Town.

LATEST EDITION: The current printed document issued eight weeks or more prior to date of receipt of bids.

LETTING: The Letting is the public opening of sealed bids for highway construction work.

LUMP SUM: A Lump Sum is a bidding unit that includes the total cost to complete all work described under a single contract item (pay item). It includes all material, labor, equipment, tools, supplies and fuel costs plus all overhead, profit, and any other direct or indirect cost or expense necessary for the satisfactory performance and completion the work for that bid item.

MATERIALS: Any substance specified for use in the construction of the Project and its appurtenances.

MEDIAN: The Median is the portion of a divided highway between the travelways of traffic in opposite directions.

NET COST: The cost to the Contractor after application of all credits and discounts (excepting only cash discounts) and without the addition of any factor for burden, overhead or indirect cost or profit.

NOTICE OF AWARD: The written notice of the acceptance of the Bid from the Town to the successful Bidder.

NOTICE TO PROCEED: Written communication issued by the Town to the Contractor authorizing him to proceed with the Work and establishing the date of commencement of the Work.

OPTIMUM MOISTURE CONTENT FOR COMPACTION: The moisture content of a soil calculated on the basis of dry weight of soil at which the soil can be compacted to the approximate maximum density under a specified standard method of compaction.

OMR: This mean South Carolina Department of Transportation Office of Materials and Reasearch.

PAVEMENT: Pavement is the uppermost layer of material placed on the travelway, shoulder, or both, usually placed as the wearing or riding surface. This term is used interchangeably with surface or surfacing.

PAVEMENT STRUCTURE: The Pavement Structure is the combination of the subbase, base, pavement, or other specified layer placed on the subgrade to support the traffic load and distribute it to the roadbed.

PAYMENT BOND: The approved form of security furnished by the Contractor to guarantee the payment to all persons supplying labor and materials in the prosecution of the work in accordance with the terms of the Contract.

PERFORMANCE BOND: The approved form of security furnished by the Contractor to guarantee the completion of the work in accordance with the terms of the Contract.

PLANS (or Design Plans): The Plans or Design Plans are the official approved engineering drawings including profiles, cross-sections, strip maps, and supplemental drawings, or exact reproductions thereof that show the location, character, dimensions, and details of the work to be done.

PRECONSTRUCTION CONFERENCE: A conference following award and prior to start of construction to be attended by a duly authorized representative of the Town and by the responsible officials of the Contractor and other affected parties.

PROJECT: The undertaking to be performed as provided in the Contract Documents.

PROJECT COMPLETION: That date, as certified by the Town, as evidenced on the Final Payment Request, when the Work is completed in accordance with the Contract Documents.

PROJECT NOTES: Additional direction to the Contractor in addition to or other than what has been described in the General Conditions.

PROPOSAL: The written offer of the Bidder, submitted on the prescribed form, properly signed and guaranteed, to perform the work at the prices quoted by the Bidder.

PROPOSAL FORM: The approved form on which the Town requires formal bids to be prepared and submitted for the work.

PROPOSAL GUARANTY: The security furnished by the Bidder with his proposal for a Project, as guaranty he will enter into a contract for the work if his proposal is accepted.

PROVIDE: Furnish and install complete, in place, and ready for use.

RAMP: A Ramp is a connecting travelway between two intersecting highways, usually at a highway grade separation. Entrances to properties may also be referred to as ramps

RIGHT-OF-WAY: The Right-of-Way refers to the land secured and reserved by the TOWN or SCDOT for the construction, improvement, and maintenance of the highway.

ROAD: Road is a general term denoting a public way for purposes of vehicular travel, including the entire area within the right-of-way. In general, this term is synonymous with "highway" and "street."

ROADBED: The Roadbed is the graded portion of a highway between the outside shoulder lines, prepared as a foundation for the pavement structure, median, and shoulders. Extensive areas between the roadbeds of divided highways will not be considered roadbed.

ROADSIDE: The Roadside is the portion of the highway outside the roadway.

ROADWAY: The Roadway is that portion of the highway lying within the limits of construction.

ROCK: An excavated material or material to be excavated; only boulders and pieces of concrete or masonry exceeding 2 cu. yd. in volume, or solid ledge rock which, for its removal, requires drilling and blasting, wedging, sledging, barring, or breaking up with a power-operated tool. No soft or disintegrated rock which can be removed with hand pick or power-operated excavator or shovel, no loose shaken, or previously blasted rock or broken stone in rock fillings or elsewhere, and no rock exterior to the maximum limits of measurement allowed, which may fall into the excavation will be classified as rock.

SCDOT: This means South Carolina Department of Transportation.

SC-T-XXX: SC-T-XXX is the form of designation of an SCDOT OMR Standard Method of Tests. The SCDOT OMR Standard Method of Tests are SCDOT specifications for sampling and testing methods and procedures. Consider the SCDOT OMR Standard Method of Tests included in the Specifications and a part of the contract whenever applicable. They are available at the following website: http://www.scdot.org/doing/rm_lab.asp

SC-M-XXX(MMY): SC-M-XXX(MMY) is the form of designation of a SCDOT Supplemental Technical Specification to these specifications. For example, SC-M-401(0507) is the SCDOT Supplemental Technical Specification Number 401 issued in May of 2007. Consider the Supplemental Technical Specifications included in the Specifications and a part of the contract whenever applicable. They prevail over the SCDOT Supplemental Specifications and SCDOT Standard Specifications when in conflict therewith. They are available at the following website: <http://www.scdot.org/doing/>

SHOP DRAWINGS of SHOP PLANS: All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, a Subcontractor, manufacturer, Supplier or distributor, which illustrate how specific portions of the Work shall be fabricated or installed.

SHOULDER: The Shoulder is that portion of the roadway contiguous with the traveled way for accommodation of stopped vehicles, for emergency use, and for lateral support of base and surface courses

SIDEWALK: The Sidewalk is that portion of the roadway primarily constructed for the use of pedestrians.

SKEW OR SKEW ANGLE: The Skew or Skew Angle is the acute angle formed by the intersection of a line normal to the centerline of the roadway with a line parallel to the center-line of bents, piers, or abutments of a bridge, or in the case of a culvert, with the centerline of the culvert barrel(s).

SPECIAL CONDITIONS: A document containing terms and conditions which may be unique to the Project. Special Conditions are part of the Contract and shall not weaken the character or intent of the General Conditions and Supplemental Conditions. Special Conditions shall have precedence over the General Conditions and Supplemental Conditions.

SPECIAL PROVISIONS: The Special Provisions are the specifications in the contract revising or supplementing SCDOT Standard Specifications, the Supplemental Specifications, and Supplemental Technical Specifications for conditions peculiar to the individual project. The Special Provisions are included in this contract.

The Special Provisions prevail over the Supplemental Technical Specifications, the Supplemental Specifications, and the Standard Specifications and when in conflict therewith.

SPECIFIED COMPLETION DATE: The Specified Completion Date is the date specified in the contract on which the work is required to be completed.

STANDARD DRAWINGS (SCDOT): The SCDOT Standard Drawings for Roadway Construction also referred to as the 2009 SCDOT Standard Drawings are issued by the Department and are considered part of the contract documents. The Design Plans prevail over the SCDOT Standard Drawings when in conflict therewith.

STANDARD SPECIFICATIONS (SCDOT): These Standard Specifications is a reference to this document entitled the SCDOT Standard Specifications for Highway Construction, Edition 2007. Consider these Standard Specifications included in the general term the Specifications.

STREET: Street is a general term denoting a public way for purposes of vehicular travel, including the entire area within the right-of-way. In general, this term is synonymous with "highway" and "road."

STRUCTURES: Bridges, culverts, catch basins, drop inlets, manholes, retaining walls, cribbing, endwalls, buildings, sewers, service pipes, underdrains, foundation drains, and other miscellaneous items which may be encountered in the work, and which are not otherwise classified herein.

SUBBASE: The layer or layers of specified or selected material of designated thickness or rate of application placed on a subgrade to comprise a component of the pavement structure to support the base course, pavement or subsequent layer of the construction.

SUBCONTRACTOR: An individual, firm or corporation having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the Work at the site. The term Subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Subcontractor or his authorized representative.

SUBGRADE: The top surface of a roadbed upon which the pavement structure and shoulders are constructed.

SUBSTANTIAL COMPLETION: The point in the project when the work has been constructed to the typical sections in the plans over the entire length of the project, including tie-ins to adjacent projects or existing roads, all travel lanes are open to the public, all safety features are installed including traffic signals, traffic signs, and guardrail and are being properly maintained, and no lanes will have to be closed to complete any remaining work.

Except for a project where the major item of work is the installation of pavement markings or markers, the final pavement marking scheme must be in place with at least temporary markings, this would include temporary paint and RPMs, but the final pavement markings (thermoplastic and permanent RPMs) do not have to be in place, for the work to be substantially complete.

Substantial completion date shall be certified by the Town is sufficiently completed, in accordance with the Contract Documents. This date will be established by adding the Contractor's total number of days to the Notice to Proceed, minus 120 days.

SUBSTRUCTURE: The Substructure of a bridge is that part of the structure below the bridge seats or below the springlines of concrete arches. Backwalls and wingwalls of abutments are considered parts of the Substructure

SUPERINTENDENT: The Contractor's authorized representative in responsible charge of the work.

SUPERSTRUCTURE: The Superstructure is that part of the bridge above the substructure or above the springlines of concrete arches.

SUPPLEMENTAL CONDITIONS: Conditions of the Contract which may expand upon or modifies matters covered by the General Conditions. Supplemental Conditions have precedence over the General Conditions.

SUPPLEMENTAL SPECIFICATIONS: Supplemental Specifications are specifications adopted by the SCDOT after the publication of the 2007 Standard Specifications of Highway Construction and constitute a part thereof and of the Contract referenced. Supplemental Specifications prevail over the Standard Specifications when in conflict therewith.

SUPPLEMENTAL TECHNICAL SPECIFICATIONS: Specification of the Contract other than the Technical Specifications and makes reference to SC-M-XXX(MMY) SCDOT Supplemental Technical Specifications.

SUPPLIER: Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.

SURETY: The corporation, partnership or individual bound with and for the Contractor for the full and complete performance of the contract, and for the payment of all debts pertaining to the work.

TECHNICAL SPECIFICATIONS (or SPECIFICATIONS): A part of the Contract Documents consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.

TOWN: Town of Summerville Government, acting through its duly authorized representative.

TEMPORARY STRUCTURE: A Temporary Structure is a structure required for the use of traffic while construction is in progress and is not to be retained as part of the permanent improvement.

TRAFFIC LANE: A Traffic Lane is that portion of a travelway for the movement of a single line of vehicles

TRAVELWAY or TRAVELED WAY: The Travelway or Traveled Way is that portion of the roadway for the movement of vehicles exclusive of the shoulders

UNIT PRICE: A Unit Price is the costs for a unit of measure of a contract item (pay item). It includes all materials, labor, equipment, tools, and supply costs plus all overhead, profit, and any other direct or indirect costs or expenses necessary to satisfactorily perform and complete the work

WORK: All labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in the Project.

WORKING DRAWING: Working Drawings include erection plans, falsework plans, cofferdam plans, temporary structure plans, or any other supplementary plans, or similar data that the contractor is required to submit to the TOWN or Consultant Designer representative for acceptance before assembly of erection of the subject of the drawings on the project site. Acceptance of the Working Drawings does not relieve the contractor of sole responsibility for the implementation methods or procedures contained in the Working Drawings.

WRITTEN NOTICE: Any notice to any part of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at his last given address, or delivered in person to said party or his authorized representative on the Work.

1.8 ADDITIONAL DEFINITIONS: Wherever in the Specifications or on the Drawings, the words "as designated", "as detailed", "as directed", "as ordered", "as permitted", "as prescribed", "as provided", "as requested", "as required", or words of like import are used, it shall be understood that the designation, detail, direction, order, permission, prescribed, provision, request or requirement of the Town is intended.

Similarly, the words "approved", "acceptable", "satisfactory", and words of like import shall mean approved by, acceptable to, or satisfactory to the Town.

1.9 ABBREVIATIONS: Where any other following abbreviations are used in the Specifications, they shall have the meaning set forth opposite each.

AAN	American Association of Nurserymen
AAR	Association of American Railroads
AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
ACPA	American Concrete Pipe Association
AED	Associated Equipment Distributors
ADA	Americans with Disabilities Act
AGC	Associated General Contractors of America, Inc.
AHDGA	American Hot Dip Galvanizers Association
AIA	American Institute of Architects
AIEE	American Institute of Electrical Engineers
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
ALS	American Lumber Standards

AMRL	AASHTO Materials Reference Laboratory
ANLA	American Nursery & Landscape Association
ANSI	American National Standards Institute
APA	American Plywood Association
API	American Petroleum Institute
ARA	American Railway Association
AREA	American Railway Engineering Association
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating and Air Conditioning Engineers
ASLA	American Society of Landscape Architects
ASME	American Society of Mechanical Engineers
ASNS	American Standard for Nursery Stock
ASNT	American Society for Nondestructive Testing
ASTM	American Society for Testing and Materials
AWPA	American Wood Preservers' Association
AWPI	American Wood Preservers' Institute
AWS	American Welding Society
AWWA	American Water Works Association
BC	Berkeley Town
BCWS	Berkeley Town Water and Sanitation
CFR	Code of Federal Regulations
CRSI	Concrete Reinforcing Steel Institute
CS	Commercial Standards, U. S. Department of Commerce
CSI	Construction Specification Institute
DBE	Disadvantaged Business Enterprise
ECTC	Erosion Control Technology Council
EPA	(U.S.) Environmental Protection Agency
FS	Federal Specification
FHWA	Federal Highway Administration
GSI	Geosynthetic Institute
IBC	International Building Code
ISE	International Safety Equipment Association
ISO	International Organization for Standardization
ITE	Institute of Traffic Engineers
MBMA	Metal Building Manufacturers Association
MUTCD	Manual of Uniform Traffic Control Devices
NCHRP	National Cooperative Highway Research Program
NCMA	National Concrete Masonry Association
NEC	National Electrical Code
NEMA	National Electrical Manufacturers Association
NESC	National Electrical Safety Code
NFC	National Fire Code
NFPA	National Fire Protection Association
NIST	National Institute of Standards and Technology
NPDES	National Pollutant Discharge Elimination System (General Permit)
NRMCA	National Ready Mixed Concrete Association
NTPEP	National Transportation Product Evaluation Program
OCRM	Office of Coastal Resource Management
OSHA	Occupational Safety and Health Act
PCA	Portland Cement Association
PCI	Prestressed Concrete Institute
PUPS	Palmetto Utility Protection Service

SAE	Society of Automotive Engineers
SCDA	South Carolina Department of Agriculture
SCDHEC	South Carolina Department of Health and Environmental Control
SCDNR	South Carolina Department of Natural Resources
SCDOI	South Carolina Department of Insurance
SCDOT	South Carolina Department of Transportation
SCPI	Structural Clay Products Institute
SDI	Steel Deck Institute
SPIB	Southern Pine Inspection Bureau
SSBC	Southern Standard Building Code
SSPC	Steel Structures Painting Council
TRB	Transportation Research Board
UL	Underwriters' Laboratories, Inc.
USACE	United States Army Corps of Engineers
USCG	United States Coast Guard
USDA	United States Department of Agriculture
USDOT	United State Department of Transportation
WWPA	Western Wood Products Association

1.10 PAY UNITS: The following lists common pay units.

PAY UNITS	
ACRE	Acre
BALE	Bale
CF	Cubic Foot
CY	Cubic Yard
CYHM	Cubic Yard Half-Mile
EA	Each
LB	Pound
LF	Linear Foot
LS	Lump Sum
MI	Mile
MSY	One-Thousand Square Yards
SF	Square Foot
STA	Station (100 feet)
SY	Square Yard
TON	Ton (2000 pounds avoirdupois)

2. TOWN'S RIGHTS AND RESPONSIBILITIES

2.1 CHANGES IN THE WORK: The Town, without invalidating the Contract, may make changes in the Work and in the Drawings and Specifications therefore by making alterations therein, additions thereto, or omissions therefrom. All work resulting from such changes shall be performed and furnished under and pursuant to the terms and conditions of the Contract. If such changes result in an increase or decrease in the work to be done hereunder, or increase or decrease the quantities thereof, adjustment in compensation shall be made therefore as provided in Subsection 7.12 entitled PAYMENT FOR EXTRA WORK.

Except in an emergency endangering life or property, no change shall be made unless in pursuance of a written order from the Town authorizing the change, and no claim for additional compensation shall be valid unless the change is so ordered.

The Contractor agrees that he shall neither have nor assert any claim for, or be entitled to, any additional compensation for damages or for loss of anticipated profits on work that is eliminated.

2.2 PROJECT ENGINEER: The Project Engineer of record is the design professional named in the Contract Documents.

2.3 ENGINEER'S AUTHORITY: The Engineer is the design professional retained by the Town and, when designated as such in the Contract Documents, will be the Town's representative during the construction period and, when so designated, he will observe the work in progress on behalf of the Town. The Engineer will have the authority to act on behalf of the Town in the following matters consistent with Town's rights and obligations as set forth in these Contract Documents:

1. Interpretation of Contract Documents.
2. Approval of samples and shop drawings.
3. Preparation of supplementary details and instructions.
4. Inspection of construction work.
5. Preliminary approval of progress payment applications.

Any instructions which the Engineer may issue the Contractor shall be adjudged an interpretation of the Contract requirements and not an act of supervision. The Engineer has no authority, nor accepts any responsibility, either direct or implied, to direct and superintend the construction operations.

The Contractor shall proceed without delay to perform the work as directed, instructed, determined, or decided by the Engineer and shall comply promptly with such directions, instructions, determinations, or decisions. If the Contractor has any objection thereto, he may require that any such direction, instruction, determination, or decision be put in writing and within 10 days after receipt of any such writing, he may file a written protest with the Town stating clearly and in detail his objections, the reasons therefore, and the nature and amount of additional compensation, if any, to which he claims he will be entitled thereby. A copy of such protest shall be filed with the Engineer at the same time it is filed with the Town. Unless the Contractor files such written protest with the Town and Engineer within such 10 day period, he shall be deemed to have waived all grounds for protest of such direction, instruction, determination, or decision and all claims for additional compensation or damages occasioned thereby, and shall further be deemed to have accepted such direction, instructions, determination, or decision as being fair, reasonable, and finally determinative of his obligations and rights under the Contract.

2.4 LIABILITY OF TOWN: No person, firm or corporation, other than the Contractor, who signed this Contract as such, shall have any interest herein or right hereunder. No claim shall be made or be valid either against the Town or any agent of the Town and neither the Town nor any agent of the Town shall be liable for or be

held to pay any money, except as herein provided. The acceptance by the Contractor of the payment as fixed in the final estimate shall operate as and shall be a full and complete release of the Town and of every agent of the Town of and from any and all claims, demands, damages and liabilities of, by or to the Contractor for anything done or furnished for or arising out of or relating to or by reason of the work or for or on account of any act or neglect of the Town or of any agent of the Town or of any other person, arising out of, relating to or by reason of the work, except the claim against the Town for the unpaid balance, if any there be, of the amounts retained as herein provided.

2.5 RIGHTS-OF-WAY AND SUSPENSION OF WORK: The Town shall furnish all land and rights-of-way necessary for the carrying out of this contract and the completion of the Work herein contemplated and will use due diligence in acquiring said land and rights-of-way as speedily as possible. But it is possible that all lands and rights-of-way may not be obtained as herein contemplated before construction begins, in which event the Contractor shall begin his work upon such land and rights-of-way as the Town may have previously acquired and no claim for damages whatsoever will be allowed by reason of the delay in obtaining the remaining lands and rights-of-way. Should the Town be prevented or enjoined from proceeding with the work, or from authorizing its prosecution, either before or after the commencement, by reason of any litigation, or by reason of its inability to procure any lands or rights-of-way for the said work, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay or to withdraw from the contract except by consent of the Town; but time for completion of the work will be extended to such time as the Town determines will compensate for the time lost by such delay, such determination to be set forth in writing.

2.6 PERMITS AND REGULATIONS: The Town will provide the US Army Corps of Engineers and SCDOT encroachment permits, as may be applicable. The Contractor shall secure and pay for all remaining permits as needed to execute the Work properly.

The Contractor shall give all notices and comply with all permits, laws, ordinances, rules and regulations bearing on the conduct of the Work as drawn and specified. If the Contractor observes that the Contract Documents are at variance therewith, he shall promptly notify the Town in writing, and any necessary changes shall be adjusted as provided in Subsection 2.1 entitled CHANGES IN THE WORK.

2.7 DIMENSIONS, ELEVATIONS, and REFERENCE DATA: The base lines for locating the principal components of the Work and bench marks establishing the elevations of the Work are shown on the Drawings. The Contractor shall be responsible for performing all survey work required for the construction, including the establishment of baselines and any detail surveys needed for construction. This work shall include the staking out of the permanent and temporary easements to ensure that the Contractor is not deviating from the designated easements and or right-of-ways

Before proceeding with any work dependent upon the data provided, the Contractor shall field check and verify all dimensions, grades, inverts, lines, elevations or other conditions or limitations at the site of the Work to avoid construction errors or damage to existing facilities. If any work is preformed by the Contractor, or any subcontractors, prior to adequate verifications of applicable data, any resultant extra cost for adjustment of work necessary to conform to existing conditions, or damage to existing facilities, shall be assumed by the Contractor without reimbursement or compensation by the Town.

2.8 TOWN'S RIGHT OF AUDIT: In case the Town agrees that a Contractor perform work on a cost plus basis, the Town is to have a full and complete right to audit and make copies of Contractor's or Subcontractor's records with respect to any payment the Town may be requested to make, or may make, for any work done on a cost plus basis.

2.9 TOWN'S RIGHT TO SEPARATE CONTRACTS: The Town reserves the right to let other contracts in connection with the Work under similar General Conditions. The Contractor shall afford other contractors

reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate his work with theirs.

The Town may perform additional Work related to the Project by himself, or he may let other contracts containing provisions similar to these. The Contractor will afford the other contractors who are parties to such Contracts (or the Town, if he is performing the additional Work himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of Work and shall properly connect and coordinate his Work with theirs.

2.10 TOWN'S RIGHT TO DO WORK: If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this contract, the Town, after three (3) days' written notice to the Contractor may, without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor. If such expense shall exceed the unpaid balance, the Contractor shall pay the difference to the Town on demand.

The Town's certificate setting forth the fair and reasonable cost of repairing, replacing, rebuilding or restoring any damaged or defective work or equipment when performed by one other than the Contractor shall be binding and conclusive as to the amount thereof upon the Contractor.

2.11 TOWN'S RIGHT TO TERMINATE CONTRACT: If the Contractor should be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver or trustee should be appointed on account of his insolvency, or if he should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payment to Subcontractors or for material or labor, or persistently disregard laws, ordinances or the instructions of the Town and his representatives, or otherwise be guilty of substantial violation of any provision of the Contract, then the Town, may, without prejudice to any other right or remedy and after giving the Contractor, and his surety, if any, seven days' written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, as it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the work including compensation for additional engineering, managerial and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Town.

2.12 SUSPENSION OF WORK, TERMINATION AND DELAY: The Town may suspend the Work or any portion thereof for a period of not more than ninety (90) days or such further time as agreed upon by the Contractor, by written notice to the Contractor, which notice shall fix the date on which Work shall be resumed. The Contractor will resume that Work on the date so fixed. The Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension.

2.13 INSPECTIONS AND TESTING: If the Contract Documents, Town 's instructions, laws, ordinances or any public authority having jurisdiction require any work to be specially tested or approved, the Contractor shall give the Town timely notice of its readiness for observation by the Town or inspection by another authority, and if the inspection is by another authority rather than the Town, of the date fixed for such inspection. The required certificates of such inspection shall be secured by the Contractor. Observations by the Town shall be promptly made, and where practicable, at the source of supply. If any work should be covered up without approval or consent of the Town, it must, if required by the Town, be uncovered for examination, at the Contractor's expense.

2.14 INSPECTION OF WORK AWAY FROM THE SITE: If the work to be done away from the construction site is to be inspected on behalf of the Town during its fabrication, manufacture, or testing, or before shipment, the Contractor shall give notice to the Town of the place and time where such fabrication, manufacture,

testing, or shipping is to be done. Such notice shall be in writing and delivered to the Town in ample time so that the necessary arrangements for the inspection can be made.

2.15 PIPE LOCATION: Exterior pipelines will be located substantially as indicated on the Drawings, but the right is reserved to the Town, to make such modifications in location as may be found desirable to avoid interference with structures or for other reasons. Where fittings, etc., are noted on the Drawings such notation is for the Contractor's convenience and does not relieve him from laying and jointing different or additional items where required.

2.16 PRIOR USE OR OCCUPANCY: The Town reserves the right to use or occupy the Work or portion thereof, and to use equipment installed under the Contract, prior to final acceptance. Such use or occupancy will not constitute acceptance of the Work or any part thereof. Despite such use or occupancy, guarantee periods will not begin until the final acceptance of all work under the Contract, unless agreement to the contrary is made in writing between the parties.

2.17 WEATHER CONDITIONS: In the event of temporary suspension of work, or during inclement weather, or whenever the Town shall direct, the Contractor will, and will cause his subcontractors to, protect carefully his and their work and materials against damage or injury from the weather. If, in the opinion of the Town, any work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of his subcontractors so to protect its work, such materials shall be removed and replaced as the expense of the Contractor.

2.18 TOWN'S RIGHT TO CLEAN UP: If a dispute arises between the separate contractors as to their responsibility for cleaning up, the Town may clean up and charge the cost thereof to the Contractor as the Town shall determine to be just.

3. CONTRACTOR'S RIGHTS AND RESPONSIBILITIES

3.1 ACCESS TO WORK: The Town, the Engineer, and their officers, agents, servants, and employees plus representatives of the various participating Federal, State or local agencies may at any and all times and for any and all purposes, enter upon the work and site thereof and the premises used by the Contractor, and the Contractor shall at all times provide safe and proper facilities therefore.

3.2 ACCIDENT PREVENTION: In the performance of the contract the Contractor shall comply with the applicable provisions of the regulations issued by the Secretary of Labor pursuant to section 107 of the Contract Work Hours and Safety Standards Act entitled "Safety and Health Regulations for Construction" (29 CFR 1518, renumbered as Part 1926). Occupational Safety and Health Standards (29 CFR Part 1910) issued by the Secretary of Labor pursuant to the Williams-Steiger Occupational Safety and Health Act of 1970 are applicable to work performed by the Contractor subject to the provisions of the Act.

3.3 STATED ALLOWANCES: The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. These allowances shall cover the net cost of the materials and equipment delivered and unloaded at the site, and all applicable taxes. The Contractor's handling costs on the site, labor, installation costs, overhead, profit and other expenses contemplated for the original allowance shall be included in the Contract Sum and not in the allowance. If the cost, when determined, is more than or less than the allowance, the Contract Sum shall be adjusted accordingly by Change Order which will include additional handling costs on the site, labor, installation costs, overhead, profit and other expenses resulting to the Contractor from any increase over the original allowance.

3.4 ARCHAEOLOGICAL RIGHTS: There is a possibility that items of archaeological significance may be found during the excavation of the site. In such event, the Contractor shall stop excavation in the vicinity of the find and notify the Town immediately; subsequent excavation work shall proceed as directed by the Town. All items found which are considered to have archaeological significance are the property of the Town.

3.5 AS-BUILT DRAWINGS: The Contractor shall designate one set of Drawings for "As-Built Drawings". The Contractor shall indicate on these drawings all field changes affecting various mechanical, electrical, piping and other items as well as locations as actually installed. The "As-Built Drawings" shall be kept current by the Contractor. The "As-Built Drawings" shall be delivered to the Town upon completion and acceptance of the work. Final payment for the work will not be made until the "As-Built Drawings" have been completed and delivered as indicated above.

3.6 OBLIGATIONS OF CONTRACTOR: The Contractor shall and will, in good workmanlike manner, do and perform all work and furnish all supplies and materials, tools, machinery, equipment, transportation, supervision, temporary construction of any nature, and all other services, means and facilities except as herein otherwise expressly specified, necessary or proper to perform and complete all work required by this Contract, within the time herein specified, in accordance with the provisions of this Contract and in accordance with the Drawings and Specifications and in accordance with the direction of the Town as given from time to time during the progress of the work. He shall furnish, erect, maintain and remove such construction plant and such temporary works as may be required.

The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the Contract and Specifications, and shall do, carry on, and complete the entire work to the satisfaction of the Town.

The Contractor shall check all dimensions, elevations, quantities and instructions shown on the Drawings or given in the Specifications and shall notify the Town should any discrepancy of any kind be found in the Drawings, Specifications or conditions at the site. He will not be allowed to take advantage of any

discrepancy, error or omission in the Contract Documents. If any discrepancy is discovered, the Town will issue full instructions pertaining thereto and the Contractor shall carry out these instructions as if originally specified.

3.7 CLAIMS FOR ADDITIONAL COST: If the Contractor wishes to make a claim for an increase in the Contract Sum, he shall give written notice thereof within twenty days after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property, in which case the Contractor shall proceed in accordance with Subsection 3.28 entitled PROTECTION OF WORK, PROPERTY AND PERSONS IN AN EMERGENCY. No such claim shall be valid unless so made. If the Town and the Contractor cannot agree on the amount of the adjustment in the Contract Sum, it shall be determined by the Engineer. Any change in the Contract Sum resulting from such claim shall be authorized by Change Order.

3.8 CLAIMS FOR DAMAGE: If the Contractor makes claim for any damages alleged to have been sustained by breach of contract or otherwise, he shall, within ten (10) days after occurrence of the alleged breach or within ten (10) days after such damages are alleged to have been sustained, whichever date is the earlier, file with the Town a written, itemized statement in triplicate of the details of the alleged breach and the details and amount of the alleged damages. The Contractor agrees that unless such statement is made and filed as so required, his claim for damages shall be deemed waived, invalid and unenforceable, and that he shall not be entitled to any compensation for any such alleged damages. Within ten (10) days after the timely filing of such statement, the Town will provide a response to the Contractor.

The Contractor shall not be entitled to claim any additional compensation for damages by reason of any direction, instruction, determination or decision of the Engineer, nor shall any such claims be considered, unless the Contractor shall have complied in all respects with the last paragraph of Subsection 2.3 entitled ENGINEER'S AUTHORITY, including, but not limited to, the filing of written protest in the manner and within the time therein provided.

3.9 (NOT USED)

3.10 CLEANING UP: The Contractor at all times shall keep the site of the work free from rubbish and debris caused by his operation under the Contract. When the work has been completed, the Contractor shall remove from the site of the work all of his plant, machinery, tools, construction equipment, temporary work and surplus materials so as to leave the work and the site clean and ready for use.

All public streets adjacent to the site and all private ways at the site shall be kept clean of debris, spilled materials, and wet and dry earth at all times and shall be cleaned at the end of each working day. When wet earth is encountered, it shall be cleaned from the vehicles before they leave the site and enter streets and private ways.

3.11 NON-COMPLIANCE WITH CONTRACT REQUIREMENTS: In the event the Contractor, after receiving written notice from the Town of non-compliance with any requirement of this Contract, fails to initiate promptly such action as may be appropriate to comply with the specified requirement within a reasonable period of time, the Town shall have the right to order the Contractor to stop any or all work under the Contract until the Contractor has complied or has initiated such action as may be appropriate to comply within a reasonable period of time. The Contractor will not be entitled to any extension of contract time or payment for any costs incurred as a result of being ordered to stop work for such cause.

3.12 OVERALL PROJECT COORDINATION: The Contractor shall coordinate all Work of his Contract to produce the required finished Project in accordance with the Contract Documents. Special attention shall be given to the submission of shop drawings, samples, color charts, and requests for substitution within the specified time; furnishing the proper shop drawings to Subcontractors and material suppliers, whose work and

equipment is affected by and related thereto; and the furnishing of all information concerning location, type, and size of built-in equipment and materials and equipment utilities. This coordination is in addition to all other coordination requirements called for in the technical sections of the Specifications.

3.13 COMMUNICATIONS: The Contractor shall forward all communications to the Town through the Town's authorized representative designated in the Contract Documents.

3.14 NO DISCRIMINATION IN EMPLOYMENT: In connection with the performance of work under this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

3.15 DRAWINGS AND SPECIFICATIONS AT THE SITE: The Contractor shall maintain at the site one complete set of all Drawings, Specifications, Addenda, approved Shop Drawings, Change Orders and other Modifications, in good and readable condition and marked to record all changes made during construction. These shall be available to the Town and the Engineer. The Drawings, marked to record all changes made during construction, shall be delivered to the Town upon completion of the work.

3.16 EMPLOY COMPETENT PERSONS: The Contractor shall endeavor to employ only competent persons on the Work. Whenever the Town notifies the Contractor in writing that in his opinion any person on the Work is incompetent, unfaithful, disorderly, or otherwise unsatisfactory, or not employed in accordance with the provisions of the Contract, such person shall be discharged from the Work and shall not again be employed on it, except with the written consent of the Town. Provided, however, that the failure of the Town to object to an employee is not to be considered acknowledgment or approval of the employee's competence by the Town.

3.17 EMPLOY SUFFICIENT LABOR AND EQUIPMENT: If, in the judgment of the Town, the Contractor is not employing sufficient labor, plant, equipment or other means to complete the work within the time specified, the Town may, after giving written notice, require the Contractor to employ such additional labor, plant, equipment and other means as the Town may deem necessary to enable the work to progress properly.

3.18 EXISTING STRUCTURES: Where the dimensions and locations of existing structures are of importance in the installation or connection of any part of the Work, the Contractor shall verify such dimensions and locations in the field before the fabrication of any material or equipment which is dependent on the correctness of such information.

3.19 INDEMNIFICATION: The Contractor will indemnify and hold harmless the Town and the Engineer and their agents and employees from and against all claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable.

In any and all claims against the Town or the Engineer, or any of their agents or employees, by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefits acts.

3.20 INTOXICATING LIQUORS: The Contractor shall not sell and shall neither permit nor suffer the introduction or use of intoxicating liquors upon or about the work.

3.21 LEGAL ADDRESS OF CONTRACTOR: The Contractor's business address and his office at or near the site of the work are both hereby designated as places to which communications may be delivered. The depositing of any letter, notice, or other communication in a postpaid wrapper directed to the Contractor's business address in a post office box regularly maintained by the U. S. Postal Service or the delivery at either designated address of any letter, notice, or other communication by mail or otherwise shall be deemed sufficient service thereof upon the Contractor, and the date of such service shall be the date of receipt. The designated address may be changed at any time by an instrument in writing, executed and acknowledged by the Contractor and delivered to the Town. Service of any notice, letter or other communication upon the Contractor personally shall likewise be deemed sufficient service.

3.22 MUTUAL RESPONSIBILITY OF CONTRACTORS: The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work, and shall properly connect and coordinate his Work with theirs.

If any part of the Contractor's Work depends for proper execution or results upon the work of any other separate contractor, the Contractor shall inspect and promptly report to the Town any apparent discrepancies or defects in such work that render it unsuitable for such proper execution and results. Failure of the Contractor to so inspect and report shall constitute an acceptance of the other contractor's work as fit and proper to receive his Work, except as to defects which may develop in the other separate contractor's work after the execution of the Contractor's Work. To ensure proper execution of the subsequent work, the Contractor shall measure work already in place and shall at once report to the Town any discrepancy between the executed work and the Contract Documents.

Should the Contractor cause damage to any separate contractor on the work, the Contractor agrees, upon due notice, to settle with such contractor by agreement or arbitration, if he will so settle. If such separate contractor sues the Town on account of any damage alleged to have been so sustained, the Town shall notify the Contractor, who shall defend such proceedings at the Contractor's expense, and if any judgment against the Town arises therefrom, the Contractor shall pay or satisfy it and pay all costs incurred by the Town.

3.23 NIGHT AND SUNDAY WORK: Work will not be allowed at night, on Sundays, or Legal Holidays from Station 10+31.50 to approximately Station 67+00. Work in other sections of the project may be allowed at night, on Sundays, or Legal Holidays at no added expense to the Town.

3.24 OCCUPYING PRIVATE LAND: The Contractor shall not (except after written consent from the proper parties) enter or occupy with men, tools, materials, or equipment, any land outside the rights-of-way or property of the Town. A copy of the written consent shall be given to the Town prior to occupation of private land.

3.25 PERMITS AND RESPONSIBILITIES: The Contractor shall, without additional expense to the Town, be responsible for obtaining any necessary licenses and permits, except those obtained by the Town, and for complying with any applicable permits and any applicable Federal, State and municipal laws, codes, and regulations, in connection with the prosecution of the work. He shall be similarly responsible for all damages to persons or property that occur as a result of his fault or negligence. He shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire construction work, except for any completed unit of construction thereof which theretofore may have been accepted.

The Contractor shall file a Notice of Termination (NOT) with the South Carolina Department of Health and Environmental Control upon project acceptance.

3.26 PRECAUTIONS DURING ADVERSE WEATHER: During adverse weather and against the possibility thereof, the Contractor shall take all necessary precautions so that the Work may be properly done and satisfactory in all respects. When required, protection shall be provided by use of tarpaulins, berms, wood and building-paper shelters, or other approved means.

During cold weather, materials shall be preheated, if required, and the materials and adjacent structure into which they are to be incorporated shall be made and kept sufficiently warm so that a proper bond will take place and a proper curing, aging, or drying will result. Protected spaces shall be artificially heated by approved means which will result in a moist or a dry atmosphere according to the particular requirements of the work being protected. Ingredients for concrete and mortar shall be sufficiently heated so that the mixture will warm throughout when used.

3.27 PROTECTION OF WORK, PROPERTY AND PERSONS: The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the Work and other persons who may be affected thereby, all the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

The Contractor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. He will erect and maintain as required by the conditions and progress of the Work, all necessary safeguards for safety and protection. He will notify the Town of adjacent utilities when prosecution of the Work may affect them. The Contractor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable, except damage or loss attributable to the fault of the Contract Documents or to the acts or omissions of the Town or the Engineer or anyone employed by either of them or anyone for whose acts either of them may be liable and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the Contractor.

3.28 PROTECTION OF WORK, PROPERTY AND PERSONS IN AN EMERGENCY: In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Engineer or Town, shall act to prevent threatened damage, injury or loss. He will give the Town prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall thereupon be issued covering the changes and deviations involved.

3.29 PROTECTION AGAINST WATER AND STORM: The Contractor shall take all precautions necessary to prevent damage to the Work by storms or by water entering the site of the Work directly or through the ground. In case of damage by storm or water, the Contractor shall at his own cost and expense make such repairs or replacements or rebuild such parts of the Work as the Town may require in order that the finished work may be completed as required by the Contractor.

3.30 PROTECTION OF EXISTING VEGETATION, STRUCTURES, and UTILITIES AND IMPROVEMENTS: The Contractor will preserve and protect all existing vegetation such as trees, shrubs, and grass on or adjacent to the site of the work which is not to be removed and which does not reasonably interfere with the construction work. Care shall be taken in removing trees authorized for removal to avoid damage to vegetation to remain in place. Any limbs or branches of trees broken during such operations or by the careless operation of equipment or by workmen, shall be trimmed with a clean cut and painted with an approved tree pruning compound as approved by the Town.

The Contractor will protect from damage all existing improvements or utilities at or near the site of the work, the location of which is made known to him, and will repair or restore any damage to such facilities resulting from failure to comply with the requirements of this Contract or the failure to exercise reasonable care in the performance of the Work. If the Contractor fails or refuses to repair any such damage promptly, the Town may have the necessary work performed and charge the cost thereof to the Contractor.

The Contractor shall enclose the trunks of trees adjacent to his work and not to be cut, with substantial barriers of such size as may be necessary to protect the trees from injury from piled material, from equipment, from his operation, or otherwise due to his work. Excavating machinery and cranes shall be of suitable type and shall be operated with care to prevent injury to trees not to be cut and particularly to overhanging branches and limbs.

On paved surfaces, the Contractor shall not use or operate tractors, bulldozers or other power-operated equipment, the treads or wheels of which are so shaped as to cut or otherwise injure such surfaces.

3.31 RESTORATION OF PROPERTY: All existing surfaces, including lawns, grassed and planted areas which have been injured by the Contractor's operations, shall be restored to a condition at least equal to that in which they were found immediately before work was begun. Suitable materials and methods shall be used for such restoration. All restored plantings shall be maintained by cutting, trimming, fertilizing, etc., until acceptance. The restoration of existing property or structures shall be done as promptly as practicable and shall not be left until the end of construction period.

3.32 INTERFERENCE WITH AND PROTECTION OF STREETS: The Contractor shall not close or obstruct any portion of a street, road, or private way without obtaining permits therefore from the proper authorities. If any street, road or private way shall be rendered unsafe by the Contractor's operations, he shall make such repairs or provide such temporary ways or guards as shall be acceptable to the proper authorities.

Streets, roads, private ways, and walks not closed shall be maintained passable and safe by the Contractor, who shall assume and have full responsibility for the adequacy and safety of provisions made therefore.

The Contractor shall, at least 48 hours in advance, notify the SCDOT, Town and Municipal agencies, EMS, law enforcement and fire departments in writing, with a copy to the Town, if the closure of a street or road is necessary. He shall cooperate with the law enforcement agencies in the establishment of alternate routes and shall provide adequate detour signs, plainly marked and well lighted, in order to minimize confusion.

3.33 TRAFFIC CONTROL: The Contractor shall provide a Traffic Control Plan for the maintenance and control of traffic during work within the highway or road right of way. The Traffic Control Plan shall set forth procedures and guidelines for providing for the safe passage of traffic through and around the project area with a minimum of inconvenience. The Traffic Control Plan shall conform to the requirements of the SCDOT Standard Specifications for Highway Construction, the SCDOT Standard Drawings for Road Construction, Encroachment Permits, and the Contract Documents.

3.34 CONSTRUCTION DRAINAGE: The Contractor shall furnish all labor, materials and necessary equipment for the temporary control of surface water and seepage water during construction.

The Contractor shall furnish and operate pumps and other equipment required. Dikes and ditches shall be constructed around excavations and elsewhere as necessary to prevent surface water from flooding the excavations or standing in areas adjacent to excavations, in work areas or in material storage areas. The Contractor shall take all necessary precautions to protect adjacent areas and properties at points other than that which would be considered the natural flow, prior to construction, without the expressed consent of the Town in writing. He shall take steps to prevent the erosion of soil, earth and other material and the conduction

of the eroded materials onto adjacent properties and shall be responsible for the removal of such materials and the restoration of adjacent areas to their original condition.

3.35 RETURN OF DRAWINGS: All copies of Drawings, Specifications and other Documents furnished by the Town or the Engineer to the Contractor may be used only in connection with the prosecution of the Work and shall be returned by the Contractor upon completion of the Work.

3.36 SITE INVESTIGATION: The Contractor acknowledges that he has investigated and satisfied himself as to the conditions affecting the Work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, river stages, water table, tides or similar physical conditions at the site, the confirmation and conditions of the ground, the character of equipment and facilities needed preliminary to and during prosecution of the Work. The Contractor further acknowledges that he has satisfied himself as to character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Town, as well as from information presented by the Drawings and Specifications made a part of this Contract. Any failure by the Contractor to acquaint himself with the available information will not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the work. The Town assumes no responsibility for any conclusions or interpretations made by the Contractor on the basis of the information made available by the Town.

3.37 SOIL EROSION AND SEDIMENT CONTROL: The Contractor shall be responsible for conducting his site grading and drainage operations in such manner as to prevent excessive soil erosion of the construction site work areas. He shall at all times provide satisfactory means to prevent the movement and washing of soil onto pavements or into adjacent ditches, swales, inlets, and drainage pipes, to avoid the possibility of these structures becoming clogged with sediment. He shall promptly repair all areas which may become eroded and shall clear drainage ditches, swales, and structures of siltation. The Contractor will indemnify and save harmless the Town and Engineer from and against any and all claims, demands, fines, or assessments, including attorneys' fees and cost of defense arising out of or caused by the Contractor's failure to provide soil erosion and sediment control.

3.38 SUBSURFACE CONDITIONS: The Contractor shall promptly, and before such conditions are disturbed, except in the event of an emergency, notify the Town by Written Notice of:

1. Subsurface or latent physical conditions of the site differing materially from those indicated in the Contract Documents.
2. Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.

The Town shall promptly investigate the conditions, and if he finds that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the Work, an equitable adjustment shall be made and the Contract Documents shall be modified by Change Order. Any claim of the Contractor for adjustment hereunder shall not be allowed unless he has given the required Written Notice; provided that the Town may, if he determines the facts so justify, consider and adjust any such claims asserted before the date of final payment.

3.39 SUBCONTRACTING: The Contractor may utilize the services of specialty Subcontractors on those parts of the Work which, under normal contracting practices, are performed by specialty Subcontractors. The Contractor shall, without additional expense to the Town, utilize the services of specialty subcontractors on those parts of the work which are specified to be performed by specialty subcontractors.

The Contractor shall not award Work to Subcontractor(s), in excess of fifty (50%) percent of the Contract Price, without prior written approval of the Town.

The Contractor shall be fully responsible to the Town for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts or omissions of persons directly employed by him.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the Work of Subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Town may exercise over the Contractor under any provisions of the Contract Documents.

If any other contractor or any subcontractor of any such other contractor shall suffer or claim to have suffered loss, damage or delay by reason of the acts or omissions of the Contractor or of any of his Subcontractors, the Contractor agrees to assume the defense against any such claim and to reimburse such other contractor or subcontractor for such loss or damage. The Contractor agrees to and does hereby indemnify and save harmless the Town from and against any and all claims by such other contractors or subcontractors alleging such loss, damage or delay and from and against any and all claims, demands, costs and expenses, including attorneys' fees, arising out of, relating to or resulting from such claims.

The Contractor shall be responsible for the coordination of the trades, subcontractors, and material men engaged upon his work. The Town will not undertake to settle any differences between the Contractor and his Subcontractors or between Subcontractors. If any Subcontractor on the project, in the opinion of the Town, proves to be incompetent or otherwise unsatisfactory, he shall be replaced if and when directed in writing.

3.40 SUPERVISION: The Contractor shall keep on his work, during its progress, a competent superintendent and any necessary assistants, all satisfactory to the Town. The superintendent shall not be changed except with the consent of the Town, unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employ. The superintendent shall represent the Contractor in his absence and all directions given to him shall be as binding as if given to the Contractor. Important directions shall be confirmed in writing to the Contractor. Other directions shall be so confirmed on written request in each case. The Town shall not be responsible for the acts or omissions of the superintendent or his assistants.

The Contractor shall give efficient supervision to the Work, using his best skill and attention. He shall carefully study and compare all Drawings, Specifications and other instructions and shall at once report to the Town any error, inconsistency or omission which he may discover.

3.41 TAXES: The Contractor shall promptly pay federal, state and local taxes which may be assessed against him in connection with the work or his operations under the Agreement and/or the other Contract Documents, including, but not limited to, taxes attributable to the purchase of materials and equipment, to the performance of services, and the employment of persons in the prosecution of the work.

3.42 TEMPORARY HEAT: The Contractor shall provide temporary heat whenever necessary to protect all Work and materials against injury from dampness and cold and to dry out moisture from the building. Fuel, equipment and method of heating shall be satisfactory to the Town and its insurer.

Temporary heating apparatus shall be installed and operated in such a manner that finished work will not be damaged thereby.

3.43 SANITARY FACILITIES: The Contractor shall provide adequate sanitary facilities for the use of those employed on the Work. Such facilities shall be made available when the first employees arrive on the site of

the Work, shall be properly secluded from public observations, and shall be constructed and maintained during the progress of the Work in suitable numbers and at such points and in such manner as may be required or approved. The Contractor shall maintain the sanitary facilities in a satisfactory and sanitary condition at all times and shall enforce their use. He shall rigorously prohibit the committing of nuisances on the site of the work, on the lands of the Town, or on adjacent property. The Town shall have the right to inspect such facilities at all times to determine whether or not they are being properly and adequately maintained.

3.44 TEMPORARY UTILITIES: The Contractor shall make arrangements for and furnish as a part of the Contract, all electricity, water, lighting and other utilities needed to do the Work called for by the Contract. Any separate contractors having a contract with the Town shall make arrangements for and share the cost with the Contractor for the use of the required utilities on a pro rated schedule based on an agreed basis. All electrical work shall comply with the National Electrical Code.

The Contractor shall provide and pay for all temporary wiring, switches, connections and meters. The Contractor shall provide sufficient electric lighting so that all work may be done in a workmanlike manner when there is not sufficient daylight.

3.45 UNCOVERING AND CORRECTION OF WORK: The Town and the Engineer shall be furnished by the Contractor with every reasonable facility for examining and inspecting the work and for ascertaining that the work is being performed in accordance with the requirements and intent of the Contract, even to the extent of requiring the uncovering or taking down of portions of finished work by the Contractor.

Should the work thus uncovered or taken down prove satisfactory, the cost of uncovering or taking down and the replacement thereof shall be considered as extra work unless the original work was done in violation of the Contract in point of time or in the absence of the Town or its inspector and without his written authorization, in which case said cost shall be borne by the Contractor. Should the work uncovered or taken down prove unsatisfactory, said cost shall likewise be borne by the Contractor.

The inspection of the work shall not relieve the Contractor of any of his obligations to perform and complete the work as required by the Contract. Defective work shall be corrected and unsuitable materials, equipment, apparatus and other items shall be replaced by the Contractor, notwithstanding that such work, materials, equipment, apparatus and other items may have been previously overlooked or accepted or estimated for payment. If the work or any part thereof shall be found defective at any time before the final acceptance of the work, the Contractor shall forthwith make good such defect in a manner satisfactory to the Town; if any materials, equipment, apparatus or other items brought upon the site for use or incorporation in the work, or selected from the same, are condemned by the Town as unsuitable or not in conformity with the Specifications or any of the other Contract Documents, the Contractor shall forthwith remove such materials, equipment, apparatus and other items from the site of the work and shall at his own cost and expense make good and replace the same and any material furnished by the Town which shall be damaged or rendered defective by the handling or improper installation by the Contractor, his agents, servants, employees or subcontractors.

If the Town deems it inexpedient to correct work injured or done not in accordance with the Contract, an equitable deduction from the Contract Price shall be made therefore.

3.46 COOPERATION WITH UTILITIES: The Town will notify all utility companies, all pipe line Counties, or other parties affected, and endeavor to have all necessary adjustments of the public or private utility fixtures, pipe lines, and other appurtenances within or adjacent to the limits of construction, made as soon as practicable.

Water lines, gas lines, wire lines, sewer lines, water and gas meter boxes, water and gas valve boxes, manholes, light standards, cableways, signals, and all other utility appurtenances within the limits of the

proposed construction which are to be relocated or adjusted are to be moved by the Counties under separate agreement, except as otherwise provided for in the Supplemental Conditions or as noted on the Drawings.

The Drawings will show all known utilities located within the limits of the contract according to information obtained. The accuracy of the Drawings in this respect is not guaranteed by the Town. The Contractor shall have considered in his bid all of the permanent and temporary utility appurtenances in their present or relocated position. No additional compensation will be allowed for any delays, inconveniences, or damages sustained by him due to any interference from the said utility appurtenances or the operation of moving them.

Unless otherwise provided, the cost of temporary rearrangement of utilities made only in order to facilitate the construction of the work will be borne by the Contractor.

3.47 VERIFICATION OF DIMENSIONS AND ELEVATIONS: Dimensions and elevations indicated on the Drawings in reference to existing structures, location of utilities, sewer inverts, or other information on existing facilities, are the best available data obtainable but are not guaranteed by the Town or the Engineer. The Town will not be responsible for their accuracy. Before proceeding with any work dependent upon the data involved, the Contractor shall field check and verify all dimensions, grades, inverts, lines, elevations, or other conditions of limitations at the site of the work to avoid construction errors or damage to existing facilities. If any work is performed by the Contractor, or any subcontractors, prior to adequate verification of applicable data, any resultant extra cost for adjustment of work necessary to conform to existing facilities, shall be assumed by the Contractor without reimbursement or compensation by the Town.

If the Contractor, in the course of the work, finds any discrepancy between the Drawings and the physical conditions of the locality, or any errors or omissions in the Drawings or in the layout as given by survey points and instructions, he shall immediately inform the Town, in writing. The Town will promptly investigate the reported conditions and issue such instructions as may be necessary for the proper execution of the work. Any work done after such discovery and prior to receipt of such instructions shall be at the risk of the Contractor.

4. MATERIALS, EQUIPMENT AND WORKMANSHIP

4.1 CHEMICAL USAGE: All chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant or of other classification, shall show approval of either EPA or U.S.D.A. The use of all such chemicals and disposal of residues shall be in strict conformance with manufacturer and U.S.D.A. instructions.

4.2 CONTRACTOR'S TITLE TO MATERIALS: No materials or supplies for the Work shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Contractor warrants that he has good title to all materials and supplies used by him, in the Work, free from all liens, claims or encumbrances.

4.3 CORRECTION OF WORK BEFORE COMPLETION: The Contractor shall promptly remove from the premises all work condemned by the Town as failing to conform to the Contract Documents, whether incorporated or not and the Contractor shall promptly replace and re- execute his own work in accordance with the Contract and without expense to the Town and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement. The fact that such defective work may have previously been overlooked shall not constitute an acceptance of any part of it.

If the Contractor does not remove such condemned work within a reasonable time, fixed by written notice, the Town may remove it, and after storing it at the job site for 30 days, due written notice thereof being given the Contractor, the Town may offer the material for sale and removal from the premises. Net proceeds from such sale shall be for the Contractor's credit against the "Town's Right to Do Work". If the material has no sale value, the Town may remove it from the premises and/or otherwise dispose of it. The costs of such disposition shall be deducted from payments to the Contractor as provided in Subsection 2.10 entitled TOWN'S RIGHT TO DO WORK.

4.4 CORRECTION OF WORK AFTER COMPLETION: The Contractor shall remedy any defects due to faulty materials or workmanship and pay for any damage to other work resulting therefrom which shall appear within a period of one year from the date of final acceptance of the work except where longer periods are specified and in accordance with the terms of any special guarantees provided in the Contract.

4.5 CORRECTIONS OF WORK AFTER GUARANTEE PERIOD: It shall be the responsibility of the Contractor to permanently correct all defective items called to his attention within the guarantee period, whether such correction be made within the guarantee period or not. The Contract shall not be fully performed until such permanent corrections are made.

4.6 GENERAL GUARANTY: The Contractor warrants to the Town that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not so conforming to these standards may be considered defective. If required by the Town, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

Neither the final certificate of payment nor any provision in the Contract Documents nor partial or entire occupancy of the premises by the Town shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of **two (2) years** from the date of final acceptance of the work, except where longer periods are specified. If the Contractor shall fail to repair, replace, rebuild or restore such defective or damaged work or equipment promptly after receiving

notice, the Town shall have the right to have the work done by others in the same manner as is provided for in Subsection 2.10, TOWN'S RIGHT TO DO WORK.

The Contractor shall further guarantee for a period of 24 months that any building or buildings, constructed under this Project, shall be watertight and leak proof at every point and in every area, except where leaks can be attributed to damage to the building by external forces other than storm or foundation settlement. He shall, immediately upon notification by the Town of water penetration, determine the source of water penetration and, at his own expense, do any work necessary to make the building watertight. He shall also, at his own expense, repair or replace any other damaged material to return the building or buildings to the original accepted condition.

In addition to the foregoing stipulations, the Contractor shall comply with all other guarantees and warranties referred to in any portions of the Contract Documents, the more stringent requirement governing. Unless otherwise specifically stated elsewhere in these Specifications, the date of beginning of all guarantee or warranty periods shall be the date of acceptance of the project.

If for any reason, the Contractor cannot guarantee any part of his work using material or construction methods which have been specified, or shown, he shall notify the Town in writing before Contracts are signed, giving reasons together with the name of product and data on substitutions he can guarantee. Should the Contractor fail to so notify the Town prior to the signing of Contracts, he will be held to have agreed to guarantee all Work specified or shown.

4.7 HANDLING AND DISTRIBUTION: The Contractor shall handle, haul and distribute all materials and all surplus materials on the different portions of the work as necessary or required; shall provide suitable and adequate storage room for materials and equipment during the progress of the work, and be responsible for the protection, loss of, or damage to materials and equipment furnished by him, until the final completion and acceptance of the work.

Storage and demurrage charges by transportation companies and vendors shall be borne by the Contractor.

4.8 MANUFACTURER'S DIRECTIONS: All manufactured articles, material and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturers, unless herein specified to the contrary.

If the specifications or plans are contrary to the manufacturer's directions, the manufacturer shall be contacted by the Contractor before proceeding with the work and the Town advised if the manufacturer has any objections to the specified application.

4.9 MATERIALS, SERVICES AND FACILITIES: It is understood that, except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all labor, supplies and materials, tools, machinery, equipment, transportation, supervision, temporary construction of any nature, and all other services, means and facilities of any nature whatsoever necessary to execute, complete, and deliver the Work within the specified time.

Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the Work. Stored materials and equipment to be incorporated in the Work shall be located so as to facilitate prompt inspection.

Materials, supplies and equipment shall be in accordance with samples submitted by the Contractor and approved by the Town.

4.10 MISCELLANEOUS ITEMS: The work to be done by the Contractor, specified and enumerated under this Contract, shall include any minor details of the Work not specifically mentioned in the Specifications or shown

on the Drawings, but obviously necessary for the proper completion of the Work, which shall be considered incidental and as being a part of and included with the Work for which prices are given in the Bid. The Contractor will not be entitled to any additional compensation therefore.

Miscellaneous items and accessories which are not specifically mentioned, but which are essential to produce a complete and properly operating installation or usable structure or plant, providing the indicated function, shall be furnished and installed without change in the contract price. Such miscellaneous items and accessories shall be of the same quality standards, including material, style, finish, strength, class, weight and other applicable characteristics as specified for the major component of which the miscellaneous item or accessory is an essential part, and shall be approved by the Engineer before installation. The above requirement is not intended to include major components not covered by or inferable from the Drawings and Specifications.

4.11 MISTAKES OF CONTRACTOR: The Contractor shall promptly correct and make good any and all defects, damages, omissions, or mistakes, for which he and/or his agents, servants, employees or subcontractors are responsible, and he shall pay to the Town all costs, expenses, losses, and damages resulting therefrom or by reason thereof as determined by the Town.

4.12 PROTECTION AGAINST ELECTROLYSIS: Where dissimilar metals are used in conjunction with each other, or against concrete surfaces, suitable insulation shall be provided between adjoining surfaces so as to eliminate direct contact and any resultant electrolysis. The insulation shall be bituminous impregnated felt, heavy bituminous coatings, nonmetallic separators or washers, or other approved materials.

4.13 RIGHT TO MATERIALS: Nothing in the Contract shall be construed as vesting in the Contractor any right of property in the materials, equipment, apparatus and other items furnished after they have been installed or incorporated in or attached or affixed to the work or the site, but all such materials, equipment, apparatus and other items shall, upon being so installed, incorporated, attached or affixed, become the property of the Town.

4.14 ROYALTIES AND PATENTS: The Contractor shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Town harmless from loss on account thereof, except that the Town shall be responsible for all such loss when a particular process or the product of a particular manufacturer or manufacturers is specified, but if the Contractor has information that the process or article specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Town in writing.

4.15 SUBMITTAL SCHEDULE: Within twenty (20) days after execution and delivery of the Contract, the Contractor shall prepare and deliver to the Town a Submittal Schedule. This includes a list of all submittals required under the Contract. The list shall identify each major group of shop drawings, coordination drawings and schedules and each sample and the planned submission date for each.

After the Town's review of the list of submittals, the Town will meet with the Contractor for a joint review and correction and adjustment, as necessary, for agreement on the submittal. In addition, at the meeting the duration of the review period for each submittal will be established. The Contractor's planned submission date for each submittal shall allow no less than fifteen (15) working days for review and appropriate action before approval of the submittal becomes critical to the progress of the Contractor's work. Within five (5) calendar days after the joint review, the Contractor shall make any necessary revisions to the list of submittals, including durations of the review periods, in accordance with the agreements reached during the joint review and submit two revised copies to the Town. No application for partial payment will be approved until the submitted schedule is approved.

4.16 SHOP DRAWINGS: Shop Drawings are drawings, diagrams, illustrations, schedules, performance charts, brochures and other data which are prepared by the Contractor or any Subcontractor, manufacturer, supplier or distributor, and which illustrate some portion of the Work. It shall be the Contractor's responsibility to furnish Shop Drawings as required by the technical specifications or as requested by the Town. These submittals must be made no later than is required by the submittal schedule.

Shop Drawings shall show the principal dimensions, weight, structural and operating features, space required, clearances, type and/or brand of finish or shop coat, grease fittings, etc., depending on the subject of the drawing. When it is customary to do so, when the dimensions are of particular importance, or when so specified, the drawings shall be certified by the manufacturer or fabricator as correct for the contract.

When so specified or if considered by the Town to be acceptable, manufacturer's specifications, catalog data, descriptive manner, illustrations, etc., may be submitted for approval in place of shop and working drawings. In such case the requirements shall be as specified for shop and working drawings, insofar as applicable except that the submission shall be in quadruplicate.

The Contractor shall be responsible for the prompt and timely submittal of all shop and working drawings so that there shall be no delay to the work due to the absence of such drawings.

The Contractor shall check the Shop Drawings, shall coordinate them (by means of coordination drawings wherever required) with the work of all trades involved before submission and shall indicate thereon his approval. Drawings and schedules submitted without evidence of the Contractor's approval may be returned for resubmission.

By approving and submitting Shop Drawings, the Contractor thereby represents that he has determined and verified all field measurements, field construction criteria, materials, catalog numbers and similar data, or will do so, and that he has checked and coordinated each Shop Drawing with the requirements of the Work and of the Contract Documents.

If drawings or schedules show variations from the contract requirements because of standard shop practice or for other reasons, the Contractor shall describe such variations in his letter of transmittal. If acceptable, the Town may approve any or all such variations and issue an appropriate change order. If the Contractor fails to describe such variations he shall not be relieved of the responsibility for executing the work in accordance with the Contract, even though such drawings or schedules may have been approved.

Each Shop Drawing or Coordination Drawing shall have a blank area 5 by 5 inches located adjacent to the title block. The title block shall display the following:

- Number and Title of Drawing
- Date of Drawing
- Revision number and date (if applicable)
- Project Title
- Name of project building or facility
- Name of Contractor
- Name of Subcontractor (if applicable)
- Clear identity of contents and location of work

Prior to submitting drawings to the Town, the Contractor shall check thoroughly all such drawings to satisfy himself that the subject matter thereof conforms to the Drawings and Specifications in all respects. All drawings which are correct shall be marked with the date, checker's name, and indication of the Contractor's approval, and then shall be submitted to the Town; other drawings shall be returned for correction.

The Contractor shall stamp all drawings which are to be submitted to the Town for approval. The stamp shall incorporate the following information:

PROJECT TITLE:

CONTRACTOR'S NAME:

APPROVED BY:

DATE:

SPECIFICATION SECTION :

TRANSMITTAL NO.:

The review of Shop Drawings will be general only and shall not relieve or in any respect diminish the responsibility of the Contractor for details of design, dimensions, etc., necessary for proper fitting and construction of the work as required by the Contract and for achieving the result and performance specified thereunder.

Should the Contractor submit for approval equipment that requires modifications to the structures, piping, layout, etc., detailed on the Drawings, he shall also submit for approval details of the proposed modifications. If such equipment and modifications are approved, the Contractor, at no additional cost to the Town, shall do all work necessary to make such modifications. Required structural changes shall be designed and detailed by an engineer registered in the state in which the project will be constructed. Drawings shall be signed, dated, and show registration number or may have seal affixed.

Submission of Shop Drawings shall be accompanied by a copy of a transmittal letter containing Project name, Contractor's name, and number of drawings, titles, specifications section, and other pertinent data. The submittal shall include the following:

- Four (4) legible copies of Shop Drawings or printed matter
- One (1) reproducible sepia

The review of Shop Drawings will be performed by the Town as follows:

1. When the submittal conforms fully to the Contract Drawings and Specifications, the Town will approve it. The reproducible of each drawing or page of approved submittals will be stamped approved, signed, dated and returned to the Contractor. No changes shall be made on approved drawings by the Contractor. If the Contractor desires to make any change from approved drawings, or pages of approved submittals, he shall notify the Engineer in writing that the approved material has been withdrawn and shall submit the substitution set in accordance with the above procedure.
2. When the submittal clearly does not conform to the Contract Drawings and Specifications, the Town will disapprove it by stamping it "Rejected". Rejected submittals shall be corrected and resubmitted within fourteen (14) calendar days from the date of rejection. Submittals which are rejected shall not be released for any work.
3. When the submittal has only minor deviations from the Contract Drawings and Specifications, the Town will note the deviations and omissions as may be appropriate and approve the submittal subject to the notations by stamping it "Approved as Noted". Approved as Noted submittals may be released for fabrication of work at the Contractor's risk; in any event the submittal shall be corrected and resubmitted for approval within fourteen (14) calendar days from the date of approval as noted.

The Contractor shall be responsible for delays resulting from the rejection or approval as noted of incomplete, inadequate, incorrect or otherwise unacceptable submittals.

The Contractor shall assure that only drawings and pages of printed material bearing the Town's "Approved" stamp are allowed on the job site.

The Contractor shall submit, at the completion of the Project, one set of all reviewed and correct shop drawings, catalog cuts, and descriptive literature for all Work previously submitted. These sets shall be sent to the Town before final Certificate of Payment is issued.

4.17 OPERATING AND MAINTENANCE MANUALS: One copy of each required Operating and Maintenance Manual must be submitted to the Town with the first submittal of shop drawings. Five additional copies of each required Operating and Maintenance Manual must be submitted to the Town within fourteen (14) days of the return of approved shop drawings to the Contractor. No payment will be approved on any equipment for which Operating and Maintenance Manuals are required until the Operating and Maintenance Manuals are received by the Town. These O&M manuals must be addressed specifically to the piece of equipment supplied and shall not be general in nature; each item must be clearly identified and located. Each page must be printed on 8-1/2" x 11" paper or folded to that size in a manner which will be suitable for insertion in a 3-ring binder.

4.18 SAMPLES: Samples are physical examples furnished by the Contractor to illustrate materials, equipment or workmanship, and to establish standards by which the Work will be judged. It shall be the Contractor's responsibility to furnish samples as required by the technical specifications or as required by the Town. These samples must be submitted no later than is required by the Submittal Schedule.

Each sample shall have a label indicating:

- Project Title
- Name of project building or facility
- Name of Contractor
- Name of Subcontractor (if applicable)
- Identification of material with specification section
- Name of producer and brand (if any)

Samples shall be submitted in duplicate unless otherwise noted in the technical specifications and shall be accompanied by a copy of a transmittal letter containing Project name, Contractor's name, number of samples, specification section and other pertinent data.

If the Town so requires, either prior to or after commencement of the work, the Contractor shall submit samples of materials for such special tests as the Town deems necessary to demonstrate that they conform to the Specifications. Such samples shall be furnished, taken, stored, packed and shipped by the Contractor as directed. Except as otherwise expressly specified, the Contractor shall make arrangements for, and pay for, the tests.

All samples shall be packed so as to reach their destination in good condition. To insure consideration of samples, the Contractor shall notify the Town by letter that the samples have been shipped and shall properly describe the samples in the letter. The letter of notification shall be sent separate from and should not be enclosed with the samples.

The Contractor shall submit data and samples, or place his orders, sufficiently early to provide ample time for consideration, inspection, testing, and approval before the materials and equipment are needed for incorporation in the work. The consequences of his failure to do so shall be the Contractor's sole responsibility.

In order to demonstrate the proficiency of workmen, or to facilitate the choice among several textures, types, finishes, surfaces, etc., the Contractor shall provide such samples of workmanship of wall, floor, finish, etc., as may be required.

When required, the Contractor shall furnish to the Town triplicate sworn copies of manufacturer's shop or mill tests (or reports from independent testing laboratories) relative to materials, equipment performance ratings, and concrete data.

4.19 STORAGE OF MATERIALS AND EQUIPMENT: All excavated materials, construction equipment, and materials and equipment to be incorporated in the Work shall be placed so as not to injure any part of the Work or existing facilities and so that free access can be had at all times to all parts of the Work and to all public utility installations in the vicinity of the Work. Materials and equipment shall be kept neatly piled and compactly stored in such locations as will cause a minimum of inconvenience to public travel and adjoining owners, tenants and occupants.

4.20 INSPECTION AND TESTING: All materials and equipment used in the construction of the Project shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the Contract Documents.

The Town shall provide all inspection and testing services not required by the Contract Documents. The Contractor shall provide at his expense the testing and inspection services required by the Contract Documents.

If the Contract Documents, laws, ordinance, rules, regulations or orders of any public authority having jurisdiction require any Work to specifically be inspected, tested, or approved by someone other than the Contractor, the Contractor will give the Town timely notice of readiness. The Contractor will then furnish the Town the required certificates of inspection, testing or approval.

Inspections, tests, or approvals by the Town or others shall not relieve the Contractor from his obligations to perform the Work in accordance with the requirements of the Contract Documents.

The Engineer, the Town and his representatives will at all times have access to the Work. In addition, authorized representatives and agents of any participating Federal or State agency shall be permitted to inspect all work, materials, payrolls, and records of personnel, invoices of materials, and other relevant data and records. The Contractor will provide proper facilities for such access and observation of the Work and also for any inspection or testing thereof.

If any Work is covered contrary to the written instructions of the Town it must, if requested by the Town, be uncovered for his observation and replaced at the Contractor's expense.

If the Town considers it necessary or advisable that covered Work be inspected or tested by others, the Contractor, at the Town's request, will uncover, expose or otherwise make available for observation, inspection or testing as the Town may require, that portion of the Work in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such Work is defective, the Contractor will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction.

If, however, such Work is not found to be defective, the Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction and an appropriate Change Order shall be issued.

4.21 SUBSTITUTIONS: The Contractor may recommend the substitution of a material, article, or piece of equipment of equal function for those referred to in the Contract Documents by reference to brand name or catalogue number, and if, in the opinion of the Town, such material, article, or piece of equipment is of equal function to that specified, the Town may approve its substitution and use by the Contractor. Any cost

differential shall be deductible from the Contract Price and the Contract Documents shall be appropriately modified by Change Order.

The Contractor warrants that if substitutes are approved, no major changes in the function or general design of the Project will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the Contract Price or Contract Time.

4.22 "OR EQUAL" CLAUSE: The phrase "or equal" shall be construed to mean that material or equipment will be acceptable only when in the judgment of the Town they are composed of parts of equal quality, or equal workmanship and finish, designed and constructed to perform or accomplish the desired result as efficiently as the indicated brand, pattern, grade, class, make or model.

Whenever a material, article or piece of equipment is identified on the Drawings or in the Specifications by reference to manufacturers' or vendors' names, trade names, catalogue numbers, etc., it is intended merely to establish a standard of quality and function; and, any material, article, or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed, is, in the opinion of the Town, of equal substance and function. It shall not be purchased or installed by the Contractor without the Town's written approval.

4.23 WAGES AND OVERTIME COMPENSATION: The Contractor and each of his subcontractors shall comply with all applicable State and local laws or ordinances with respect to the hours worked by laborers and mechanics engaged in work on the project and with respect to compensation for overtime.

4.24 NO WAIVER: Neither the inspection by the Town or the Engineer, nor any order, measurement, approval, determination, decision or certificate by the Town or the Engineer, nor any order by the Town for the payment of money, nor any payment for or use, occupancy, possession or acceptance of the whole or any part of the work by the Town, nor the extension of time, nor any other act or omission of the Town or of the Engineer shall constitute or be deemed to be an acceptance of any defective or improper work, materials, or equipment nor operate as a waiver of any requirement or provision of the Contract, or of any remedy, power or right of or herein reserved to the Town, nor of any right to damages for breach of contract. Any and all rights and/or remedies provided for in the Contract are intended and shall be construed to be cumulative; and, in addition to each and every other right and remedy provided for herein or by law, the Town shall be entitled as of right to a writ of injunction against any breach or threatened breach of the Contract by the Contractor, by his Subcontractors or by any other person or persons.

4.25 WORK TO CONFORM: During its progress and on its completion, the work shall conform truly to the lines, levels, and grades indicated on the Drawings or given by the Town or the Engineer and shall be built in a thoroughly substantial and workmanlike manner, in strict accordance with the Drawings, Specifications, and other Contract Documents and the directions given from time to time by the Town.

4.26 WORKING HOURS: It is contemplated that all work will be performed during the customary working hours of the trades involved unless otherwise specified in this Contract. Work performed by the Contractor at his own volition outside such customary working hours shall be at no additional expense to the Town.

Any requests received by the Contractor from occupants of existing buildings to change the hours of work shall be referred to the Town for determination.

5. INSURANCE, LEGAL RESPONSIBILITY AND SAFETY

5.1 LITIGATION OF DISPUTES; JURISDICTION: The Town and Contractor agree that this Contract shall be interpreted according to the Laws of the State of South Carolina, and that the appropriate forum and jurisdiction for resolving any disputes and claims shall be the South Carolina Court of Common Pleas for Berkeley Town.

5.2 ASSIGNMENTS: The Contractor shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of the Town. In case the Contractor assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior claims of all persons, firms, and corporations for services rendered or materials supplied for the performance of the work called for in this contract.

5.3 PERFORMANCE BOND AND PAYMENT BOND: Unless otherwise noted in the Supplemental Conditions, a Performance Bond and a Payment Bond are required. The Contractor shall obtain a Performance Bond and Payment Bond, acceptable to the Town in a surety company authorized to do business in the state in which the Project is constructed, each for the full amount of the Contract Sum. The bonds shall guarantee the Contractor's faithful performance of the Contract and the payment of all obligations arising thereunder. The bonds shall remain in force until:

1. The Project has been completed and accepted by the Town;
2. The provisions of all guarantees required by these Contract Documents have been fulfilled or the time limitation for all guarantees has expired; or
3. The time for the filing of all mechanics' liens has expired, whichever is longer, after which it shall become void.

The Contractor shall pay all charges in connection with the bonds as a part of the Contract. One executed copy of the bonds shall be attached to each copy of the Contract before they are returned for the Town's signature.

If the Contractor defaults, the Contractor or his Surety shall reimburse the Town for any additional Engineering fees for additional services made necessary because of the Contractor's default.

5.4 ADDITIONAL OR SUBSTITUTE BOND: If at any time the Town for justifiable cause, shall be or become dissatisfied with the surety or sureties for the Performance and/or Payment Bonds, the Contractor shall within 5 days after notice from the Town to do so, substitute an acceptable bond (or bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the Town. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished such an acceptable bond to the Town.

5.5 CHANGES NOT TO AFFECT BONDS: It is distinctly agreed and understood that any changes made in the Work or the Drawings or Specifications therefore (whether such changes increase or decrease the amount thereof or the time required for its performance) or any changes in the manner or time of payments made by the Town to the Contractor, or any other modifications of the Contract, shall in no way annul, release, diminish or affect the liability of the Surety on the Contract Bonds given by the Contractor, it being the intent hereof that notwithstanding such changes the liability of the Surety on said bonds continue and remain in full force and effect.

5.6 COMPLIANCE WITH LAWS: The Contract shall be governed by the law of the place where the Project is located. The Contractor shall abide by all local and State Laws or ordinances to the extent that such requirements do not conflict with Federal laws or regulations. The Contractor shall keep himself fully informed of all existing and future Federal, State and local laws, ordinances, rules and regulations affecting those engaged or employed on the work, the materials and equipment used in the work or the conduct of the work, and of all orders, decrees and other requirements of bodies or tribunals having any jurisdiction or authority over the same, including, but not limited to the U. S. Department of Labor and Bureau of Standards Safety and Health Regulations for Construction and its amendments as set up under the Williams- Steiger Occupational Safety and Health Act of 1970. If any discrepancy or inconsistency is discovered in the Drawings, Specifications or other Contract Documents in relation to any such law, ordinance, rule, regulation, order, decree or other requirement, the Contractor shall forthwith report the same to the Town in writing.

The Contractor shall at all times observe and comply with, and cause all his agents, servants, employees, and subcontractors to observe and comply with all such existing requirements, and he shall protect, indemnify and save harmless the Town, its officers, agents, servants, and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, penalties, losses, damages, costs and expenses, including attorney's fees, arising from or based upon any violation or claimed violation of any such law, ordinance, rule, regulations, order, decree, or other requirement, whether committed by the Contractor or any of his agents, servants employees, or subcontractors.

5.7 REQUIRED PROVISIONS DEEMED INSERTED: Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein, and the Contract shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

5.8 LIENS: If at any time any notice of liens are filed for labor performed or materials or equipment manufactured, furnished, or delivered to or for the Work, the Contractor shall, at its own cost and expense, promptly discharge, remove or otherwise dispose of the same, and until such discharge, removal or disposition, the Town shall have the right to retain from any monies payable hereunder an amount which, in its sole judgment, it deems necessary to satisfy such liens and pay the costs and expenses, including attorney's fees, of defending any actions brought to enforce the same, or incurred in connection therewith or by reason thereof.

5.9 CLAIMS: If at any time there by any evidence of any claims for which the Contractor is or may be liable or responsible hereunder, the Contractor shall promptly settle or otherwise dispose of the same, and until such claims are settled or disposed of, the Town may retain from any monies which would otherwise be payable hereunder so much thereof as, in its judgment, it may deem necessary to settle or otherwise dispose of such claims and to pay the costs and expenses, including attorneys' fees, of defending any actions brought to enforce such claims, or incurred in connection therewith or by reason thereof.

5.10 INSURANCE: The Contractor shall not commence any work until he obtains, at his own expense, all required insurance. Such insurance must have the approval of the Town as to limit, form, and amount. The Contractor will not permit any Subcontractor to commence work on this project until the same insurance requirements have been complied with by such Subcontractor.

The Contractor shall furnish the Town with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of policies. Such certificates shall also contain substantially the following statement: "The insurance covered by this certificate will not be canceled or materially altered, except after thirty (30) days notice in writing and delivered by registered mail to the Town." Should any policy be canceled before final payment by the Town to the Contractor and the Contractor fails immediately to procure other insurance as specified, the Town reserves the right to procure such insurance and to deduct the cost thereof from any sum due the Contractor under this Contract.

Any insurance bearing on adequacy of performance shall be maintained after completion of the project for the full guaranty period. Should such insurance be canceled before the end of the guaranty period and the Contractor fails immediately to procure other insurance as specified, the Town reserves the right to procure such insurance and to charge the cost thereof to the Contractor.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from his operations under this Contract. The Contractor is required to obtain and maintain for the full period of the Contract the following types of insurance coverage with limits not less than stated below:

A. WORKMEN'S COMPENSATION INSURANCE

As required by applicable State law for all of his employees to be engaged in work at the site of the project under this Contract and, in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance. In case any class of employees engaged in hazardous work on the project under this Contract is not protected under the Workmen's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected. The minimum limits for Workmen's Compensation insurance shall be the State statutory requirement.

B. COMPREHENSIVE GENERAL LIABILITY

	<u>Bodily Injury Per Person</u>	<u>Bodily Injury Per Incident</u>	<u>Property Damage</u>
Premises and Operations	\$600,000	\$1,000,000	\$600,000
Contractor's Protective Liability	\$600,000	\$1,000,000	\$600,000
Products Liability, Including Completed Operations Coverage	\$600,000	\$1,000,000	\$600,000

C. COMPREHENSIVE AUTOMOBILE LIABILITY

All Owned Automobiles	\$600,000	\$1,000,000	\$600,000
Non-Owned Automobiles	\$600,000	\$1,000,000	\$600,000
Hired Car Coverage	\$600,000	\$1,000,000	\$600,000

D. SUBCONTRACTOR'S LIABILITY INSURANCE

Same limits as required of the General Contractor.

5.11 ORAL AGREEMENTS: No oral order, objection, claim or notice by any party to the others shall affect or modify any of the terms or obligations contained in any of the Contract Documents, and none of the provisions of the Contract Documents shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing, and no evidence shall be introduced in any proceeding of any other waiver or modification.

5.12 SAFETY: In accordance with generally accepted construction practices, the Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property affected

directly or indirectly by his operations during the performance of the work. This requirement will apply continuously 24 hours per day until acceptance of the work by the Town and shall not be limited to normal working hours.

The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

1. All employees on the Work and all other persons who may be affected thereby;
2. All the Work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any of Subcontractors or Sub-subcontractors; and
3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

The Contractor shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. He shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying Counties and users of adjacent utilities.

When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the Work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the Town.

The Contractor shall not load or permit any part of the Work to be loaded so as to endanger its safety.

6. PROGRESS AND COMPLETION OF WORK

6.1 NOTICE TO PROCEED: Following the execution of the Agreement by the Town and the Contractor, written Notice to Proceed with the work shall be given by the Town to the Contractor. The Contractor shall begin and shall prosecute the work regularly and uninterruptedly thereafter (except as provided for herein) with such force as to secure the completion of the work within the Contract Time.

6.2 CONTRACT TIME: The Contractor shall complete, in an acceptable manner, all of the work contracted for in the time stated in the Agreement. Computation of Contract Time shall commence the day to be specified in the Notice to Proceed and every calendar day following, except as herein provided, shall be counted as Contract Time.

6.3 SCHEDULE OF COMPLETION: The Contractor shall submit, at such times as may reasonably be requested by the Town, schedules showing the order in which the Contractor proposes to carry on the work, with dates at which the Contractor will start the various parts of the work, and estimated date of completion of each part.

6.4 WORK CHANGES: The Town may, as the need arises, order changes in the work through additions, deletions, or modifications to the extent of 25% of the Contract Amount, without invalidating the Contract. Further changes in the work may be made, with the written agreement of the Contractor, up to the limits allowed by the prevailing Town Procurement Ordinance. Compensation and time of completion affected by the change shall be adjusted at the time of ordering such change.

6.5 EXTRA WORK: New and unforeseen items of work found to be necessary, and which cannot be covered by an item or combination of items for which there is a Contract Price, shall be classed as Extra Work. The Contractor shall do such Extra Work and furnish such materials as may be required for the proper completion or construction of the whole work contemplated, upon written order from the Town as approved by the Engineer. In the absence of such written order, no claim for Extra Work shall be considered. Extra Work shall be performed in accordance with these Contract Documents where applicable and work not covered by such shall be done in accordance with the best construction practice and in a workmanlike manner. Extra Work required in an emergency to protect life and property shall be performed by the Contractor as required.

6.6 EXTENSION OF CONTRACT TIME: A delay beyond the Contractor's control occasioned by an Act of God, by act or omission on the part of the Town or by strikes, lockouts, fire, act of terror, etc., may entitle the Contractor to an extension of time in which to complete the work as agreed by the Town, provided, however, that the Contractor shall immediately give written notice to the Town of the cause of such delay.

Act of God shall mean an earthquake, flood, cyclone or other cataclysmic phenomenon of nature. Rain, wind, flood, or other natural phenomenon of normal frequency, intensity, and duration for the locality shall not be construed as an Act of God and no reparation shall be made to the Contractor for damages to the work resulting therefrom.

All claims for extension of time shall be made in writing to the Town no more than twenty days after the occurrence of the delay; otherwise they shall be waived. In the case of continuing cause of delay only one claim is necessary. Any claim should include complete justification for the extent of the delay claimed.

This Subsection does not exclude the recovery of damages for delay for either party under other provisions of the Contract Documents.

6.7 CERTIFICATE OF SUBSTANTIAL COMPLETION: When the work to be performed under this Contract is substantially completed in accordance with the Contract Documents, the Town shall prepare a Certificate

of Substantial Completion to be acknowledged and accepted by the Contractor. The Certificate may list items to be completed or corrected but such Certificate shall not relieve the Contractor of his obligation to complete all work, whether listed or not, in accordance with the Contract Documents nor will it preclude any right the Town may have for recourse in accordance with the Contract Documents.

6.8 TERMINATION OF CONTRACTOR'S RESPONSIBILITY: The Contract will be considered complete when all work has been finished, and the project accepted in writing by the Town. The Contractor's responsibility shall then cease, except as set forth in his Performance Bond, as provided in Subsection 4.6 entitled GENERAL GUARANTY, and as provided in Subsection 6.9 entitled CORRECTION OF FAULTY WORK AFTER FINAL PAYMENT.

6.9 CORRECTION OF FAULTY WORK AFTER FINAL PAYMENT: The making of the final payment by the Town to the Contractor shall not relieve the Contractor of responsibility for faulty materials or workmanship. The Contractor shall promptly replace any such defects discovered within one year, except where longer periods are specified, from the date of written acceptance of the work.

6.10 PROGRESS SCHEDULE: Within twenty (20) days after execution and delivery of the Agreement and not less than ten (10) days prior to making an application for partial payment, the Contractor shall prepare and deliver to the Town a Progress Schedule in a form approved by the Town.

The schedule shall show the dates of commencement and completion of the various subdivisions of work required by the Contract Documents and all activities required to accomplish the work.

The schedule shall be updated monthly. No progress payments will be made unless application is accompanied by the updated schedule.

6.11 SCHEDULES, REPORTS AND RECORDS: The Contractor shall submit to the Town such schedules of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data where applicable as are required by the Contract Documents for the Work to be performed.

The Contractor shall also submit, in a format as approved by the Town, a schedule of payments that he anticipates he will earn during the course of the Work.

6.12 ABANDONMENT OF WORK OR OTHER DEFAULT: If the work shall be abandoned, or any part thereof shall be sublet without previous written consent of the Town, or the Contract or any monies payable hereunder shall be assigned otherwise than as herein specified, or if at any time the Town shall be of the opinion, and shall so certify in writing, that the conditions herein specified as to rate of progress are not being complied with, or that the work or any part thereof is being unnecessarily or unreasonably delayed, or that the Contractor has violated or is in default under any of the provisions of the Contract, or if the Contractor becomes bankrupt or insolvent or goes or is put into liquidation or dissolution, either voluntarily or involuntarily, or petitions for an arrangement or reorganization under the Bankruptcy Act, or makes a general assignment for the benefit of creditors or otherwise acknowledges insolvency, the happening of any of which shall be and constitute a default under the Contract, the Town may notify the Contractor in writing, with a copy of such notice mailed to the Surety, to discontinue such work or any part thereof; thereupon the Contractor shall discontinue such work or such part thereof as the Town may designate; and the Town may, upon giving notice, by contract or otherwise as it may determine, complete the work or such part thereof and charge the entire cost and expense of so completing the work or such part thereof to the Contractor. In addition to the said entire cost and expense of completing the work, the Town shall be entitled to reimbursement from the Contractor and the Contractor agrees to pay the Town any losses, damages, costs and expenses, including attorney's fees, sustained or incurred by the Town by reasons of any of the foregoing causes. For the purposes of such completion the Town may for itself or for any contractors employed by the Town take possession of any and use or cause to be used any and all materials, equipment, plant, machinery,

appliances, tools, supplies and such other items of every description that may be found or located at the site of the Work. No equipment or materials may be removed from the Work without the written consent of the Town.

All costs, expenses, losses, damages, attorney's fees and any and all other charges incurred by the Town under this Subsection shall be charged against the Contractor and deducted and/or paid by the Town out of any monies due or payable or to become due or payable under the Contract to the Contractor. In computing the amounts chargeable to the Contractor, the Town shall not be held to a basis of the lowest prices for which the completion of the work or any part thereof might have been accomplished, but all sums actually paid or obligated therefore to effect its prompt completion shall be charged to and against the account of the Contractor. In case the costs, expense, losses, damages, attorney's fees and other charges together with all payments theretofore made to or for the account of the Contractor are less than the sum which would have been payable under the Contract if the work had been properly performed and completed by the Contractor, the Contractor shall be entitled to receive the difference and, in case such costs, expenses, losses, damages, attorney's fees and other charges, together with all payments theretofore made to or for the account of the Contractor, shall exceed the said sum, the Contractor shall pay the amount of the excess to the Town.

7. PAYMENTS TO THE CONTRACTOR

7.1 PRICES FOR WORK: The Town shall pay and the Contractor shall receive the prices stipulated in the Bid made a part hereof as full compensation for everything performed and furnished and for all risks and obligations undertaken by the Contractor under and as required by the Contract.

7.2 SCHEDULE OF VALUES: Except in cases where unit prices form the basis for payment under the Contract, the Contractor shall, within twenty (20) days of the execution of the Contract and not less than ten (10) days prior to making an application for partial payment, submit to the Town in a form approved by the Town a schedule of values showing a breakdown of the Contract Sum itemized by trade and/or specification sections or as otherwise directed by the Town and for each item shall show the total value including the Contractor's overhead and profit. Upon approval by the Town, this schedule will be used in determining the value of the work done for the purpose of partial payments.

The costs employed in making up any of these schedules will be used only for determining the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the Contract Price.

7.3 APPLICATIONS FOR PARTIAL PAYMENT: Before the tenth day of each month, or as otherwise directed by the Town, the Contractor shall make applications for the value of the work done and the materials installed and/or delivered to the site for installation in the project during the previous month. Such applications shall show the breakdown of the project into the same items as the schedule of values specified in Subsection 7.2 entitled SCHEDULE OF VALUES and showing for each item the total value, the value previously reported as complete, the value completed during the month, the cumulative value completed and the value remaining to be done. The application shall also show the value of materials delivered to the site which have not been incorporated into the work and whose value is not included in the amount shown for the work of which they are a part. The value of such materials shall be established by attaching copies of invoices covering the materials included in the application. The application shall include a summary of value of the work performed during the previous month, plus the value of the material delivered to the job site but not incorporated in the work, and minus the amount of the retainage indicated in Subsection 7.4 entitled RETAINAGE.

The Town will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate for payment, or return the partial payment estimate to the Contractor indicating in writing his reasons for refusing to approve payment. In the latter case, the Contractor may make the necessary corrections and resubmit the partial payment estimate.

7.4 RETAINAGE: The Town shall retain ten (10) percent of the amount of each payment until final completion and acceptance of all work covered by the Contract Documents. The Town at any time, however, after fifty (50) percent of the work has been completed, if he finds that satisfactory progress is being made, will make further partial payments in full on the current and remaining estimates, but amounts previously retained shall not be paid to the Contractor at fifty (50) percent completion or any time thereafter when, in the opinion of the Owner, the progress of the Work is not satisfactory, additional amounts may be retained but in no event shall the total retainage be more than ten (10) percent of the value of the work completed. Upon substantial completion of the work, any amount retained may be paid to the Contractor. When the Work has been substantially completed except for Work which cannot be completed because of weather conditions, lack of materials or other reasons which in the judgment of the Town are valid reasons for non-completion, the Town may make additional payments, retaining at all times an amount sufficient to cover the estimated cost of the Work still to be completed.

7.5 PAYMENTS WITHHELD: The Town may withhold payment or, on account of subsequently discovered evidence, nullify the whole or part of any application to the extent necessary to protect himself from loss on account of:

1. Defective work not remedied.
2. Claims filed or reasonable evidence indicating the probable filing of claims.
3. Failure of the Contractor to make payments to Subcontractors, material suppliers, or employees.
4. A reasonable doubt that the Contract work can be completed for the balance unpaid.
5. Damage to another contractor.

When the above grounds are removed, payment will be made for the amounts withheld because of them.

7.6 PAYMENT OF APPLICATIONS FOR PARTIAL PAYMENT: Upon verification and approval of the application for partial payment made as specified, the Town will make payment of the amount found properly due. No payment made to the Contractor nor partial or entire use or occupancy of the Work by the Town shall be an acceptance of any work or materials not in accordance with this Contract.

7.7 FINAL INSPECTION: Upon receipt of written notice from the Contractor that the work has been completed and finished in accordance with the Contract, the Town shall cause an inspection to be made of the work by his authorized representatives. A list shall be made of all deviations from the Contract requirements (commonly termed "punch list") and a copy of such list furnished to the Contractor. The Contractor shall with reasonable haste remedy all defects so noted and shall notify the Town upon the completion of such work. When inspection by the Town's authorized representatives shows the work to be complete in accordance with the Contract, application for final payment may be made.

7.8 RELEASE OF LIENS: Neither the final payment nor any part of the retained percentage shall become due until the Contractor shall deliver to the Town a complete and notarized release of all liens arising out of this Contract, or receipts in full in lieu thereof, and if required in either case, an affidavit that so far as he had knowledge of information the releases and receipts include all the labor and material for which a lien could be filed; but the Contractor may, if any Subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Town, to indemnify him against any lien. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the Town all monies that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

7.9 USE OR PARTIAL PAYMENT NOT ACCEPTANCE: It is agreed that this is an entire contract for one whole and complete work or result and that neither the Town's entrance upon or use of the Work or any part thereof nor any partial payments by the Town shall constitute an acceptance of the Work or any part thereof before its entire completion and final acceptance.

7.10 PAYMENT FOR UNCORRECTED WORK: Should the Town direct the Contractor not to correct work that has been damaged or that was not performed in accordance with the Contract Documents, an equitable deduction from the Contract Amount shall be made to compensate the Town for the Uncorrected Work.

7.11 PAYMENT FOR REMOVAL OF REJECTED WORK AND MATERIALS: The removal of work and materials rejected in accordance with Subsection 4.3 entitled CORRECTION OF WORK BEFORE COMPLETION and the re-execution of acceptable work by the Contractor shall be at the expense of the Contractor, and he shall pay the cost of replacing the work of other contractors destroyed or damaged by the removal of the rejected work or materials and the subsequent replacement of acceptable work.

Removal of rejected work or materials and storage of materials by the Town, in accordance with Subsection 4.3 entitled CORRECTION OF WORK BEFORE COMPLETION, shall be paid by the Contractor within thirty (30) days after written notice to pay is given by the Town. If the Contractor does not pay the expenses of such removal and after ten (10) days' written notice being given by the Town of his intent to sell the materials, the Town may sell the materials at auction or at private sale and will pay the Contractor the net proceeds therefrom after deducting all the costs and expense that should have been borne by the Contractor.

7.12 PAYMENT FOR EXTRA WORK: Written notice of claims for payment for Extra Work shall be given by the Contractor within ten days after receipt of instructions from the Town to proceed with the Extra Work and also before any work is commenced, except in emergency endangering life or property. No claim shall be valid unless so made. In all cases, the Contractor's itemized estimate sheets showing all labor and material shall be submitted to the Town. The Town's order for Extra Work shall specify any extension of the Contract Time and one of the following methods of payment:

1. Unit price or combinations of unit prices which form the basis of the original Contract.
2. A lump sum based on the Contractor's estimate and accepted by the Town.
3. Net cost plus a fixed fee. Net costs are defined as follows:
 - 3.1 Labor costs, including time of foreman while engaged directly upon extra work at rates not greater than the scale of rates for each respective classification of labor customary in the area where the work is performed for each respective job classification.
 - 3.2 Labor insurance taxes including amounts paid on a percent of such labor rates or on a cents per hour basis for Workmen's Compensation, Public Liability, Contractor's Contingent Liability and Contractual Liability Insurance and all Federal Old Age and Unemployment Taxes and any other taxes applicable as well as fringe benefits as may be approved by the Engineer.
 - 3.3 Materials and supplies actually used on the work.
 - 3.4 Rental charges for necessary equipment, as agreed upon by the Town and Contractor. Rental charges shall not exceed those published in Rental Rates for Construction Equipment issued by the American Equipment Distributor. Equipment and tools having a value of \$100.00 or less are considered to be "small tools" and, as such, are considered to be part of overhead.

To the cost under (3) there shall be added a fixed fee to be agreed upon but not to exceed fifteen (15) percent of the estimated cost of the work. The fee shall be compensation to cover the cost of supervision, overhead, bond, profit and any other general expenses. On work performed by Subcontractors, the fixed fee shall not exceed five (5) percent of the cost of the work.

7.13 PAYMENT FOR WORK SUSPENDED BY THE TOWN: If the work or any part thereof shall be suspended by the Town and abandoned by the Contractor as provided in Subsection 2.12 entitled SUSPENSION OF WORK, TERMINATION AND DELAY, the Contractor will then be entitled to payment for all work done on the portions so abandoned, plus fifteen (15) percent of the value of the abandoned work to compensate for overhead, plant expense, and anticipated profit.

7.14 PAYMENT FOR WORK BY THE TOWN: The cost of the work performed by the Town, in accordance with Subsection 2.10 entitled TOWN'S RIGHT TO DO WORK, shall be paid by the Contractor.

7.15 PAYMENT FOR WORK BY THE TOWN FOLLOWING TERMINATION OF CONTRACT BY TOWN: Upon termination of the Contract by the Town in accordance with Subsection 2.11 entitled TOWN'S RIGHT TO TERMINATE CONTRACT, no further payment shall be due the Contractor until the work is completed. If the unpaid balance of the Contract Amount shall exceed the cost of completing the work including all overhead costs, the excess shall be paid to the Contractor. If the cost of completing the work shall exceed the unpaid balance, the Contractor shall pay the difference to the Town. The cost incurred by the Town, as herein provided, and the damage incurred through the Contractor's default, shall be certified by the Town.

7.16 PAYMENT FOR SAMPLES AND TESTING OF MATERIALS: Samples furnished in accordance with Subsection 4.18 entitled SAMPLES, shall be furnished by the Contractor at his expense.

7.17 ACCEPTANCE AND FINAL PAYMENT: When the Contractor shall have completed the work in accordance with the terms of the Contract Documents, he shall certify completion of the work to the Town and submit a final Request for Payment, which shall be the Contract Amount plus all approved additions, less all approved deductions and less previous payments made. The Contractor shall furnish evidence that he has fully paid all debts for labor, materials, and equipment incurred in connection with the work, and, upon acceptance by the Town, the Town will release the Contractor except as to the conditions of the Performance Bond and the Payment Bond, any legal rights of the Town, required guaranties, and Correction of Faulty Work after Final Payment, and will pay the Contractor's final Request for Payment. The Contractor shall allow sufficient time between the time of completion of the work and approval of the final Request for Payment for the Engineer to assemble and check the necessary data.

The Contractor shall deliver to the Town a complete release of all liens arising out of this Contract before the retained percentage or before the final Request for Payment is paid.

7.18 ACCEPTANCE OF FINAL PAYMENT AS RELEASE: The acceptance by the Contractor of final payment shall be and shall operate as a release to the Town of all claims and all liability to the Contractor other than claims in stated amounts as may be specifically excepted by the Contractor for all things done or furnished in connection with this Work and for every act and neglect of the Town and others relating to or arising out of this Work. Any payment, however, final or otherwise, shall not release the Contractor or his sureties from any obligations under the Contract Documents or the Performance Bond and the Payment Bond.

7.19 DELAYS AND DAMAGES: The date of beginning and the time for completion of the Work are essential conditions of the Contract Documents and the Work embraced shall be commenced on a date specified in the Notice to Proceed. The Contractor will proceed with the Work at such rate of progress to insure full completion within the Contract Time. It is expressly understood and agreed by and between the Contractor and the Town that the Contract Time for the completion of the Work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the Work. If the Contractor refuses or fails to prosecute the Work, or any separable part thereof, with such diligence as will insure its completion within the time specified in the Contract, or any extension thereof, or fails to complete said Work within such time, the Town may, by written notice to the Contractor and his Surety, terminate his right to proceed with the Work or such part of the work as to which there has been delay. In such event the Town may take over the Work and prosecute the same to completion, by contract or otherwise, and may take possession of and utilize in completing the work such materials, appliances, and plant as may be on the site of the work and necessary therefore. Whether or not the Contractor's right to proceed with the Work is terminated, he and his sureties shall be liable for any damage to the Town resulting from his refusal or failure to complete the Work within the specified time.

If fixed and agreed penalties are provided in the Contract and if the Town so terminates the Contractor's right to proceed, the resulting damage will consist of such penalties until such reasonable time as may be required for final completion of the Work together with any increased costs occasioned the Town in completing the Work.

If fixed and agreed penalties are provided in the Contract, and if the Town does not so terminate the Contractor's right to proceed, the resulting damage will consist of such penalties until the Work is completed and accepted.

The Contractor's right to proceed shall not be so terminated nor the Contractor charged with resulting damage if:

1. The delay in the completion of the Work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, Acts of God, acts of the public enemy, acts of the Government in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the Town, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or such subcontractors or suppliers; and
2. The Contractor, within ten (10) days from the beginning of any such delay (unless the Town grants a further period of time before the date of final payment under the Contract), notifies the Town in writing of the valid causes of delay.

As used in subparagraph 1, above, the term "subcontractors or suppliers" means subcontractors or suppliers relied upon proximate with the delay.

The Engineer shall ascertain the facts and the extent of the delay and extend the time for completing the Work when, in his judgment, the findings of fact justify such an extension, and his findings of fact shall be final and conclusive on the parties, subject only to appeal as provided in these General Conditions.

The rights and remedies of the Town provided in this clause are in addition to any other rights and remedies provided by law or under this Contract.

SUPPLEMENTAL CONDITIONS

1. All workmanship and material provided on this project shall conform with the requirements contained in the South Carolina Department of Transportation (SCDOT) Standard Specifications for Highway Construction, latest edition, book of Standard Drawings for Road Construction, and all applicable Supplemental Specifications.
2. Temporary Lane closure shall be conducted in accordance with SCDOT standard drawings and as directed by the Engineer. Lane closures shall only be permitted between the hours of 9:00 A.M. and 3:00 P.M. Monday through Fridays and between the hours of 7:00 A.M. and 6:00 P.M. on Saturdays and Sundays.

Road Closures must be approved by the Owner. If road closures are implemented, the traveling public shall be notified by the use of message boards, news broadcasts, newspapers or other approved method for a minimum of seven (7) consecutive calendar days prior to road closure. The Contractor shall submit a Traffic Control Plan to the Engineer seven (7) calendar days prior to a closure. The Traffic Control Plan must be approved by the OWNER prior to implementing.

3. In the Bid Proposal Form and Schedule, contract items are given a unique seven (7) digit Item Number. The first three (3) digits correspond to sections of the SCDOT Standard Specifications and each contract item shall be constructed in accordance with the section of the SCDOT Standard Specifications as denoted by the first three digits unless otherwise covered by contract Special Provisions and Supplemental Specifications. The remaining four (4) digits are for individual identification of each contract item.
4. Construction conditions requiring minor vertical adjustments (two (2) feet or less) to existing water line valve boxes, sanitary sewer manholes, and other minor appurtenances shall be the responsibility of the Contractor. The costs for the adjustments shall be the contractor's responsibility and shall be included in the cost of the other items, unless paid for separately. Other utilities requiring relocation or adjustment for construction activities will be the responsibility of the utility owner.
5. Reconstruction of driveways and other special provisions on properties shall be coordinated with the individual property owners and the Engineer. Contractor shall notify Engineer prior to construction of any and all driveways.
6. The Contractor shall maintain on file at the job site, copies of the following permits and approvals for the project:

SCDOT Encroachment Permit
SCDHEC Notice of Intent (NOI)
OCRM Coastal Zone Consistency (CZC)
United States Army Corps of Engineers Permit No. SAC – 2014 – 00855

The Contractor shall secure all other permits required for construction activities prior to beginning construction.

7. The Contractor shall notify the South Carolina Department of Health and Environmental Control regional office forty-eight (48) hours prior to commencement of work.

8. Quality Assurance Testing shall be conducted on an as needed basis and at the discretion of the Engineer following the procedures defined in the SCDOT Standard Specifications. Contractor shall be responsible for Quality Control.

Contractor shall be responsible for all Quality Control testing and for having an independent testing firm test all material used in the construction of these facilities as specified in the SCDOT Encroachment Permit Special Conditions/ Provisions. At this time it is anticipated but not limited to Earthwork, Asphalt, Reinforcing Steel, and Concrete Quality Control testing will be required. At this time it is anticipated that Earthwork and Asphalt Quality Control testing will be required. All costs associated with testing shall be the responsibility of the Contractor and considered incidental to the cost of the project.

9. Contractor shall provide all record drawing information to the Engineer prior to final approval.
10. The Contractor shall file a Notice of Termination (NOT) with the South Carolina Department of Health and Environmental Control upon project acceptance.
11. Redlined markups of the final plans documenting any changes or modifications to the final plan dimensions, elevations, or details shall be provided to the Town of Summerville prior to receiving final acceptance of the project. All cost associated with the markups shall be considered incidental to the project and included in the cost of other items.
12. Delays or failures of performance shall not constitute breach of Agreement if and to the extent such delays or failures of performance are caused by severe and not reasonably foreseeable occurrences beyond the control of the TOWN, SCDOT, ENGINEER or CONTRACTOR, including, but not limited to: Acts of God or the public enemy; expropriation or confiscation of facilities; compliance with any order or request of any governmental authority other than the COUNTY, SCDOT or ENGINEER or a party in privity with it; a change in law directly and substantially affecting performance of the Project; Acts of War; rebellion or sabotage or damages resulting there from; fires, floods, explosions, or extraordinary accidents; riots or strikes or other concerted acts of workman, whether direct or indirect, or any similar causes, which are not within the control of the TOWN, SCDOT, ENGINEER or CONTRACTOR respectively, and which by the exercise of reasonable diligence, the TOWN, SCDOT, ENGINEER or CONTRACTOR are unable to prevent. Any expense attributable to such occurrence shall not entitle CONTRACTOR to an adjustment in the contract price. Any critical path delay attributable to such an occurrence shall be added to the Contract Time.
13. The Contractor shall have a CEPSI certified representative on the project. The representative shall prepare all necessary storm water reports and inspections of the site as per the permit. The certified CEPSI representative will also be required to submit these reports to DHEC, the Engineer, and the Town accordingly. All costs associated with this task shall be considered incidental to the project.
14. The Contractor shall coordinate with the utility owners and the Engineer to accomplish the utility construction within the total project schedule. The engineer has started the utility coordination process by notifying all known utility owners and providing them a set of the plans. The names of the utility companies with utility service in the project limits can be found on Sheet 6 of the plans. All utility owners with possible conflicts have been notified. All utility owners shall be invited to attend a meeting prior to any construction work in the field. All utility coordination henceforth shall be the responsibility of the contractor. A regularly scheduled coordination meeting is suggested to be coordinated and held by the Contractor. Below is a list of utility coordination completed to-date:

- BEC is retaining an existing underground 3-phase power run paralleling Bear Island Road, crossing Cotton Hope Lane and Holiday Drive. Kevin Mims with BEC has requested notification at least one week prior to beginning work in these locations as extreme caution will need to be used when installing new drainage at approximately Sta.31+20 Rt.
- AT&T has existing facilities near Holiday Drive, which will need adjustment during construction to avoid drainage. AT&T has requested notification at least one week prior to beginning work at this location.
- SCE&G has an existing 2-inch line at the intersection of Bear Island Road and Old Light Road that will be retained. SCE&G also has a 6-inch gas line being retained on Old Light Road near old Berkeley Circle and continuing to US-17, as well as a 2-inch gas line near US-17 that is being retained. SCE&G has requested 72-hour notification before any work at these locations.
- Summerville CPW is retaining an existing 8-10-inch PVC sewer line near the intersection of Bear Island Road and Old Light Road as well as a 6-inch PVC sewer near the intersection of Old Light Road and US-17. Summerville CPW has requested 72-hour notice prior to any work at these locations.
- Summerville CPW has requested that the contractor provide staking at the ROW at desired irrigation meter locations so taps can be accounted for during waterline installation.
- SCE&G Distribution has requested 30 inch minimum cover on lighting conduit added on Bear Island Road. SCE&G has also asked that the conduit be added with a pull string.

SECTION 6

Section 6 Documents:

Special Provisions

Technical Specifications

Supplemental Specifications

Supplemental Technical Specifications

Attachment A – SCDOT Traffic Signal Special Provisions

Attachment B – Landscape Special Provision

SPECIAL PROVISIONS

DEFINITIONS AND TERMS

The **TOWN** shall be the legal entity and shall make final interpolations of definitions and terms as applied to this project.

The **OWNER** - shall mean **Town of Summerville** including its elected or appointed officials, employees, designated agents and volunteers.

The Engineer – shall mean **Michael Baker International, Inc.** including Employees, and Subconsultants to **Michael Baker International, Inc.**

SCDOT - may also include **TOWN**.

Contracts Engineer - shall mean **TOWN**, Engineer or designee.

Department - may also include **TOWN** and **Michael Baker International, Inc.**

State Highway Engineer - may also include **TOWN**, Engineer or designee.

Director of Construction - may also include **TOWN**, Engineer or designee.

Research and Materials (OMR) Lab - may also include the **TOWN's** assigned materials and testing lab.

Resident Construction Engineer - may also include **TOWN**, Engineer, **Michael Baker International, Inc.** or Subconsultant to the Engineer or designee.

SUPPLEMENTAL SPECIFICATIONS

Included herein are specific Supplemental Specifications provided by the South Department of Transportation (SCDOT). It is the Contractor's responsibility to construct the Project in accordance to the current Supplemental Specifications released by the SCDOT at the time the Bids for this Project were opened.

The following are SCDOT Supplemental Specifications that pertain specifically to the project. Additional Supplemental Specifications, not included, but which may be required for the project, are on file with the SCDOT and are available on the SCDOT website.

The list of the Supplemental Specifications provided is as follows:

- As-Built Construction Plans (11/04/2009)
- Asphalt Binder Adjustment Index (03/03/2009)
- Asphalt Binder & Additives (05/01/2009)
- Bases & Subbases Quality Control/Quality Assurance (06/01/2001)

- Critical Path Method Project Schedules (03/01/2007)
- Erosion Control (07/01/2011)
- Erosion Control Measures (01/01/2015)
- Errata to 2007 Standard Specifications for Highway Construction (05/04/2009)
- Fine Grading (04/08/2009)
- Fuel Adjustment Indexes (12/01/2009)
- High Pressure Water Method for Removal of Pavement Markings (07/02/2009)
- Holiday Restrictions (09/01/2015)
- Low Shoulder Corrections (08/01/2014)
- NCHRP 350 Approved Products List (05/29/2015)
- Permanent Pavement Markings (12/02/2011)
- Prompt Payment Clause (06/14/2000)
- Subsection 401.4.17 Transportation & Delivery of Mixes (07/01/2010)
- Temporary Barrier fence for Environmental Boundary (05/01/2013)
- Temporary Pavement Markings Fast Dry, High Build Durability Waterborne Paints (08/01/2014)
- Trailer Mounted Automated Flagger Assistance Device System (AFAD) (09/01/2012)
- Work Zone Traffic Control Requirements for Contractors/Subcontractors (09/01/2013)

SUPPLEMENTAL TECHNICAL SPECIFICATIONS

The following are SCDOT Supplemental Technical Specifications that pertain specifically to the project. Additional Supplemental Technical Specifications, not included, but which may be required for the project, are on file with the SCDOT and are available on the SCDOT website.

The list of some of the Supplemental Technical Specifications that pertain are as follows:

- SC-M-210 Flowable Fill
- SC-M-400 Hot Mix Asphalt (HMA) Quality Assurance
- SC-M-401 Mixing Plants for Hot Mix Asphalt
- SC-M-402 Hot Mix Asphalt Properties
- SC-M-403 Hot-Mix Rideability
- SC-M-406 HMA Liquid Anti-Strip Additives (LASA)
- SC-M-407 Recycled Asphalt Pavement (RAP) & Asphalt Shingles (RAS)

- SC-M-408 Warm Mix Asphalt (WMA)
- SC-M-714 Permanent Pipe Culverts
- SC-M-810 Seeding
- SC-M-815-1 Sediment Tubes
- SC-M-815-2 Silt Fence Systems
- SC-M-815-4 Compost
- SC-M-815-8 Inlet Filter Structures
- SC-M-815-10 Stabilized Construction Entrance
- SC-M-815-12 Sediment Tubes for Ditch Checks

ATTACHMENT A

SIGNAL SPECIAL SPECIFICATIONS

SCDOT TRAFFIC SIGNAL SPECIAL PROVISIONS

Revision Date: 6/4/2015

PROJECT ID:

COUNTY

1. LIST OF TRAFFIC SIGNALS WITHIN PROJECT

Intersection No.	Intersection Name	Description of Signal Work
1.	Bear Island Road at Holiday Drive pedestrian crossing	Install Rectangular Rapid Flashing Beacons (RRFBs)

2. PROJECT DESCRIPTION

- a. This Project is a Safety construction project and involves the signal construction of one intersections along Bear Island Road in and around the city of Summerville, South Carolina. The intersections involved are shown on the above "List of Traffic Signals within Project".
- b. Specific Description of the signal work:

Install Rectangular Rapid Flashing Beacons (RRFBs) with solar panel and passive pedestrian detection system, per FHWA Interim Approval IA-21, on Bear Island Road at the pedestrian crossing located east of the intersection of Holiday Drive

ATTACHMENT B
LANDSCAPE SPECIAL PROVISION

LANDSCAPING

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes the following:

1. Trees.
2. Shrubs.
3. Ground covers.
4. Plants.
5. Topsoil and soil amendments.
6. Fertilizers and mulches.
7. Stakes and guys.

1.2 QUALITY ASSURANCE

A. **Installer Qualifications:** Engage an experienced Installer who has completed landscaping work similar in material, design, and extent to that indicated for this Project and with a record of successful landscape establishment.

1. **Installer's Field Supervision:** Require Installer to maintain an experienced full-time supervisor on the Project site during times that landscaping is in progress

B. Contractor shall contact the Owner's Representative for an inspection of plant material before planting. No plant material shall be installed prior to approval of owner's Representative. Contractor shall also contact the Owner's Representative prior to purchasing plant material such that the Owner's Representative may have the option of accompanying Contractor to select plant material.

C. Provide quality, size, genus, species, and variety of trees and shrubs indicated, complying with applicable requirements of ANSI Z60.1 "American Standard for Nursery Stock."

D. **Measurements:** Measure trees and shrubs according to ANSI Z60.1 with branches and trunks or canes in their normal position. Do not prune to obtain required sizes. Take caliper measurements 6 inches above ground for trees up to 4-inch caliper size, and 12 inches above ground for larger sizes. Measure main body of tree or shrub for height and spread; do not measure branches or roots tip-to-tip.

1.3 DELIVERY, STORAGE, AND HANDLING

A. **Trees and Shrubs:** Deliver freshly dug trees and shrubs. Handle trees in a manner that will not injure tree bark or branching. Do not prune before delivery, except as approved by Landscape Architect. Protect bark, branches, and root systems from sun scald, drying, sweating, whipping, and other handling and tying damage. Do not bend or bind-tie trees or shrubs in such a manner

as to destroy natural shape. Provide protective covering during delivery. Do not drop trees and shrubs during delivery.

- B. Handle balled and burlapped stock by the root ball.
- C. Deliver trees, shrubs, ground covers, and plants after preparations for planting have been completed and install immediately. If planting is delayed more than 6 hours after delivery, set planting materials in shade, protect from weather and mechanical damage, and keep roots moist.
 - 1. Set balled stock on ground and cover ball with soil, peat moss, sawdust, or other acceptable material.
 - 2. Do not remove container-grown stock from containers before time of planting.
 - 3. Water root systems of trees and shrubs stored on site with a fine-mist spray. Water as often as necessary to maintain root systems in a moist condition.

1.4 PROJECT CONDITIONS

- A. Utilities: Determine location of above grade and underground utilities and perform work in a manner which will avoid damage. Hand excavate, as required. Maintain grade stakes until removal is mutually agreed upon by parties concerned.
- B. Excavation: When conditions detrimental to plant growth are encountered, such as rubble fill, adverse drainage conditions, or obstructions, notify Landscape Architect before planting.

1.5 COORDINATION AND SCHEDULING

- A. Coordinate installation of planting materials during normal planting seasons for each type of plant material required.

1.6 WARRANTY

- A. General Warranty: The special warranty specified in this Article shall not deprive the Owner of other rights the Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by the Contractor under requirements of the Contract Documents.
- B. Special Warranty: Warrant the following living planting materials for a period of one year after date of Substantial Completion, against defects including death and unsatisfactory growth, except for defects resulting from lack of adequate maintenance, neglect, or abuse by Owner, abnormal weather conditions unusual for warranty period, or incidents that are beyond Contractor's control.
 - 1. Trees.
 - 2. Shrubs.
 - 3. Plants.
 - 4. Ground Covers
- C. Remove and replace dead planting materials immediately unless required to plant in the succeeding planting season.

- D. Replace planting materials that are more than 25 percent dead or in an unhealthy condition at end of warranty period.
- E. A limit of one replacement of each plant material will be required, except for losses or replacements due to failure to comply with requirements.
- F. Provide extended warranty for replaced materials; warranty period equal to original warranty period.

1.7 TREE, SHRUB, PLANT AND GROUND COVER MAINTENANCE

- A. Maintain trees, shrubs, ground covers and plants by pruning, cultivating, watering, weeding, fertilizing, restoring planting saucers, tightening and repairing stakes and guy supports, and resetting to proper grades or vertical position, as required to establish healthy, viable plantings. Spray as required to keep trees and shrubs free of insects and disease. Restore or replace damaged tree wrappings.

- 1. Watering and Maintenance Period: Contractor will maintain all landscape and irrigation work during construction immediately after each area of landscaping is planted and continue until Owner accepts and signs off on all work, but not less than 12 months from date of planting completion.

1.8 TREE AND SHRUB MATERIAL

- A. General: Furnish nursery-grown trees and shrubs conforming to ANSI Z60.1, with healthy root systems developed by transplanting or root pruning. Provide well-shaped, fully-branched, healthy, vigorous stock free of disease, insects, eggs, larvae, and defects such as knots, sun scald, injuries, abrasions, and disfigurement.
- B. Grade: Provide trees and shrubs of sizes and grades conforming to ANSI Z60.1 for type of trees and shrubs required. Trees and shrubs of a larger size may be used if acceptable to Landscape Architect, with a proportionate increase in size of roots or balls.
- C. Label at least 1 tree and 1 shrub of each variety and caliper with a securely attached, waterproof tag bearing legible designation of botanical and common name.
- D. Provide written verification from all plant vendors that plant materials specified in the contract documents are the plant materials delivered to the site. No plant can be installed until plants are reviewed and accepted by the Landscape Architect.

1.9 SHADE AND FLOWERING TREES

- A. Shade Trees: Single-stem trees with straight trunk, well-balanced crown, and intact leader, of height and caliper indicated, conforming to ANSI Z60.1 for type of trees required.
 - 1. Branching Height: 1/3 to 1/2 of tree height.

- B. Small Trees: Small upright or spreading type, branched or pruned naturally according to species and type, and with relationship of caliper, height, and branching recommended by ANSI Z60.1, and stem form as follows:
 - 1. Form: Single stem.
 - 2. Form: Multistem, clump, with 2 or more main stems.
 - 3. Form: Multistem, shrub, with multiple stems.
- C. Provide balled and burlapped trees.

1.10 DECIDUOUS SHRUBS

- A. Form and Size: Deciduous shrubs with not less than the minimum number of canes required by and measured according to ANSI Z60.1 for type, shape, and height of shrub.
- B. Provide balled and burlapped deciduous shrubs.
 - 1. Container-grown deciduous shrubs will be acceptable in lieu of balled and burlapped deciduous shrubs subject to meeting ANSI Z60.1 limitations for container stock.

1.11 CONIFEROUS EVERGREENS

- A. Form and Size: Normal-quality, well-balanced, coniferous evergreens, of type, height, spread, and shape required, conforming to ANSI Z60.1.
- B. Provide balled and burlapped coniferous evergreens.
 - 1. Container-grown coniferous evergreens will be acceptable in lieu of balled and burlapped coniferous evergreens subject to meeting ANSI Z60.1 limitations for container stock.

1.12 TOPSOIL

- A. Screened top soil.

1.13 SOIL AMENDMENTS

- A. Per soil testing agency requirements, cost inclusive of plantings.

1.14 FERTILIZER

- A. Per soil testing agency requirements for trees, shrubs and grass, cost inclusive of plantings.

1.15 MULCHES

- A. Organic Mulch: Organic mulch, free from deleterious materials and suitable as a top dressing of trees and shrubs, consisting of one of Long Leaf Pine Straw.

1.16 STAKES AND GUYS

- A. Upright and Guy Stakes: Rough-sawn, sound, new hardwood, redwood, or pressure-preservative-treated softwood, free of knots, holes, cross grain, and other defects, 2 by 2 inches by length indicated, pointed at one end.
- B. Guy and Tie Wire: ASTM A 641, Class 1, galvanized-steel wire, 2-strand, twisted, 0.106 inch in diameter.
- C. Hose Chafing Guard: Reinforced rubber or plastic hose at least 1/2 inch in diameter, black, cut to lengths required to protect tree trunks from damage.
- D. Flags: Standard surveyor's plastic flagging tape, white, 6 inches long.

PART 2 - EXECUTION

2.1 EXAMINATION

- A. Examine areas to receive landscaping for compliance with requirements and for conditions affecting performance of work of this Section. Do not proceed with installation until unsatisfactory conditions have been corrected.

2.2 PREPARATION

- A. Lay out individual tree and shrub locations and areas for multiple plantings. Stake locations, outline areas, and secure Landscape Architect's acceptance before the start of planting work. Make minor adjustments as may be required.

2.3 PLANTING SOIL PREPARATION

- A. Before mixing, clean topsoil of roots, plants, sods, stones, clay lumps, and other extraneous materials harmful to plant growth.
- B. Mix soil amendments and fertilizers with topsoil at soil testing agency recommended rates. Delay mixing fertilizer if planting does not follow placing of planting soil within a few days.
- C. For tree pit or trench backfill, mix planting soil before backfilling and stockpile at site.
- D. For planting beds and lawns, mix planting soil either prior to planting or apply on surface of topsoil and mix thoroughly before planting.

2.4 EXCAVATION FOR TREES AND SHRUBS

- A. Pits and Trenches: Excavate with vertical sides and with bottom of excavation slightly raised at center to assist drainage. Loosen hard subsoil in bottom of excavation.

1. Balled and Burlapped Trees and Shrubs: Excavate approximately 1-1/2 times as wide as ball diameter and equal to ball depth, plus the following setting layer depth:
 - a. Setting Layer: Allow 9 inches of planting soil.
 2. Container-Grown Trees and Shrubs: Excavate to container width and depth, plus the following setting-layer depth:
 - a. Setting Layer: Allow 6 inches of planting soil.
- B. Dispose of subsoil removed from landscape excavations. Do not mix with planting soil or use as backfill.
- C. Obstructions: Notify Landscape Architect if unexpected rock or obstructions detrimental to trees or shrubs are encountered in excavations.
- D. Drainage: Notify Landscape Architect if subsoil conditions evidence unexpected water seepage or retention in tree or shrub pits.
- E. Fill excavations with water and allow to percolate out, before placing setting layer and positioning trees and shrubs.

2.5 PLANTING TREES AND SHRUBS

- A. Set balled and burlapped stock plumb and in center of pit or trench with top of ball raised above adjacent finish grades as indicated.
1. Place stock on setting layer of compacted planting soil.
 2. Remove burlap and wire baskets from tops of balls and partially from sides, but do not remove from under balls. Remove pallets, if any, before setting. Do not use planting stock if ball is cracked or broken before or during planting operation.
 3. Place backfill around ball in layers, tamping to settle backfill and eliminate voids and air pockets. When pit is approximately 1/2 backfilled, water thoroughly before placing remainder of backfill. Repeat watering until no more is absorbed. Water again after placing and tamping final layer of backfill.
- B. Set container-grown stock plumb and in center of pit or trench with top of ball raised above adjacent finish grades as indicated.
1. Carefully remove containers so as not to damage root balls.
 2. Place stock on setting layer of compacted planting soil.
 3. Place backfill around ball in layers, tamping to settle backfill and eliminate voids and air pockets. When pit is approximately 1/2 backfilled, water thoroughly before placing remainder of backfill. Repeat watering until no more is absorbed. Water again after placing and tamping final layer of backfill.
- C. Dish and tamp top of backfill to form a 3-inch high mound around the rim of the pit. Do not cover top of root ball with backfill.

2.6 TREE AND SHRUB PRUNING

- A. Prune, thin, and shape trees and shrubs as directed by Landscape Architect.

2.7 TREE AND SHRUB GUYING AND STAKING

- A. Guying and Staking: Guy and stake trees exceeding 12 feet and more than 2.5-inch caliper unless otherwise indicated. Securely attach no fewer than 3 guys to stakes 30 inches long, driven to grade. Attach flags to each guy wire, 30 inches above finish grade.

2.8 MULCHING

- A. Organic Mulch: Apply the following average thickness of organic mulch and finish level with adjacent finish grades. Do not place mulch against trunks or stems.
 - 1. Thickness: 3 to 4 inches.

2.9 CLEANUP AND PROTECTION

- A. During landscaping, keep pavements clean and work area in an orderly condition.
- B. Protect landscaping from damage due to landscape operations, operations by other contractors and trades, and trespassers. Maintain protection during installation and maintenance periods. Treat, repair, or replace damaged landscape work as directed.

2.10 DISPOSAL OF SURPLUS AND WASTE MATERIALS

Disposal: Remove surplus soil and waste material, including excess subsoil, unsuitable soil, trash, and debris, and legally dispose of it off the Owner's property.