

PROJECT MANUAL
FOR
EAST ANDREWS DRAINAGE
IMPROVEMENTS-PHASES 1 & 2

BID NO.23-028

EDA Investment No. 04-79-07486



**GEORGETOWN COUNTY,
SOUTH CAROLINA**

VOLUME I
DIVISION 0 – BIDDING AND CONTRACT DOCUMENTS
DIVISION 1 – GENERAL REQUIREMENTS

PREPARED BY:
GEORGETOWN COUNTY
DEPARTMENT OF PUBLIC SERVICES
CAPITAL PROJECTS & STORM WATER DIVISIONS
AND

Davis & Floyd, Inc.

1940 Algonquin Rd., Suite 301, Charleston, SC 29405
PHONE: 843-554-8602 | WEBSITE: WWW.DAVISFLOYD.COM

PROJECT MANUAL

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SECTION 00010

INVITATION FOR BIDS

Time Line: Invitation for Bid #23-028

Item	Date	Time	Location
Advertised Date of Issue:	Tuesday, June 20, 2023	n/a	n/a
Pre-Bid Conference & Site Inspection:	Voluntary-Wednesday, June 28, 2023	9:00 AM ET	ON SITE†
Deadline for Questions:	Wednesday, July 5, 2023	3:00PM ET	n/a
Bid Delivery Cut-Off Time:	Thursday, July 20, 2023	3:00PM ET	Electronic
Bid Opening and Tabulation:	Thursday, July 20, 2023	3:00PM ET	Hybrid

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

† Andrews Recreation Center, 209 S. Maple Ave., Andrews, SC 29510.

**EAST ANDREWS DRAINAGE IMPROVEMENTS-PHASES 1 & 2
GEORGETOWN, SOUTH CAROLINA
BID NUMBER 23-028**

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

Any scheduled bid openings will still be opened at the designated date and time as listed in the bid document or related addendum. However, at the time of this bid issuance, these bid openings may be conducted virtually, in-person, or by a hybrid method (both virtually and in person). See the timeline on page 3 for location and method specified. As always, bid openings will be accompanied by at least one witness and bid tabulation results will be posted online for the public's viewing after the bid opening.

Purchasing Contacts: Nancy Silver
Phone (843)545-3076
Fax: (843)545-3500
E-mail: nsilver@gtcounty.org

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

1) **Project Description:**

BASE BID:

The work to be completed as part of the East Andrews Drainage Improvements is from the crossing of Lester Creek and North Street to the crossing of Old Cemetery Road and Lester Creek. The work will include roadway and railway drainage crossings, channel clearing and stabilization, minor channel re-grading, and clearing adjacent to Lester Creek. There may be conflicts with utilities as part of this project and the Contractor will need to coordinate with the utility owners. There will be no grubbing as part of this project.

- 2) The work performed under this Contract shall include, but may not be limited to: the furnishing of all labor, materials, equipment and services, whether specifically mentioned or not, that is required to complete the Construction of the Work of the project.

3) **Grant Requirements:**

This project will be partially funded with Federal funds from the United States Department of Commerce, Economic Development Administration and therefore is subject to the Federal laws and regulations associated with that program.

Due to the nature of funding for this project, the County's local vendor preference will be waived for this solicitation.

The awarded Contractor and their sub-contractors shall conform to all EDA and Federal policies and procedures as if written out in full. All activities will be completed in strict compliance with Federal, State and Local rules and regulations.

The Contractor shall immediately notify the Engineer and Owner in writing of any discrepancies between the above referenced standards and other parts of the documents, and shall proceed with all portions of the work affected by such discrepancies as directed by the Engineer and Owner.

GOALS FOR WOMEN AND MINORITIES IN CONSTRUCTION: Department of Labor regulations set forth in 41 CFR 60-4 establish goals and timetables for participation of minorities and women in the construction industry. These regulations apply to all Federally assisted construction contracts in excess of \$10,000. The Recipient shall comply with these regulations and shall obtain compliance with 41 CFR 60-4 from contractors and subcontractors employed in the completion of the Project by including such notices, clauses and provisions in the Solicitations for Offers or Bids as required by 41 CFR 60-4. The goal for the participation of women in each trade area shall be as follows: From April 1, 1981, until further notice: **6.9 %**. The goal for the participation of minorities for each trade shall be as follows: **33 %**.

All changes to this goal, as published in the Federal Register in accordance with the Office of Federal Contract Compliance Programs regulations at 41 CFR 60-4.6, or any successor regulations, shall hereafter be incorporated by reference into these Special Award Conditions. Goals for minority participation shall be as prescribed by Appendix B-80, Federal Register, Volume 45, No. 194, October 3, 1980, or subsequent publications. The Recipient shall include the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" (or cause them to be included, if appropriate) in all Federally assisted contracts and subcontracts. The goals and timetables for minority and female participation may not be less than those published pursuant to 41 CFR 60-4.6

Award shall be to the lowest, responsive, and responsible bidder.

- 4) A **Pre-Bid Meeting & Site Inspection** will be held at the Andrews Recreation Center on **Wednesday, June 28, 2023 at 9:00 AM** Eastern Time. This meeting is voluntary (not mandatory) but attendance is strongly encouraged. We will meet in the Andrews Recreation Center conference room located at 209 S. Maple St., Andrews, SC 29510. Free Parking is available at the facility. The purpose of the meeting is to help answer any questions bidders may have regarding the project. The County's official responses will be provided after the meeting via addendum.
- 5) **Site Inspection:**
- a) The bidder is expected to have become familiar with and take into consideration, site conditions which may affect the work and to check all dimensions at the site.
 - b) Each bidder shall acquaint themselves thoroughly as to the character and nature of the work to be done. Each bidder furthermore shall make a careful examination of the site of the work and inform themselves fully as to the difficulties to be encountered in performance of the work, the facilities for delivering, storing and placing materials and equipment and other conditions relating to construction and labor.
 - c) The bidder shall examine the premises and the site and compare them with any applicable drawings and specifications. He/she shall familiarize themselves with the existing conditions such as obstructive area levels and any problems related to erecting the required systems.
 - d) No plea of ignorance of conditions that exist or may hereafter exist on the site of the work, or difficulties that may be encountered in the execution of the work, as a result of failure to make necessary investigations and examinations, will be accepted as an excuse for any failure or omission on the part of the Contractor to fulfill in every detail all the requirements of the contract documents and to complete the work for the consideration set forth therein, or as a basis for any claim whatsoever.
 - e) Insofar as possible, the Contractor, in carrying out his/her work, must employ such methods or means as will not cause interruption of or interference with the work of any other Contractor, or County personnel at the site.
 - f) When boring data is provided by the Owner, the Bidder shall assume responsibility for any conclusions he/she may draw from such data. (S)he may employ his/her own consultants to analyze available information and shall be responsible for any conclusions drawn from that information. The cost of such employment shall be borne solely by the Bidder.
- 6) **Bid Security/Bid Bonding:**
- a) Each bid must be accompanied by a Bid Bond for an amount equal to five per-cent (5%) of the total base bid as a guarantee that if the bid is accepted, the required Contract will be executed within fifteen (15) days after receipt of written notice of formal award of Contract. Bids not including such a bid bond will not be considered.
 - b) The successful proposer must provide a Performance Bond from a surety company qualified to do business under the laws of the State of South Carolina in the amount of 100 percent (100%) of the contract amount, within fifteen (15) days after receipt of written notice of formal award of the Contract.

- c) The successful offeror must provide a Payment and Material Bond from a surety company qualified to do business under the laws of the State of South Carolina in the amount of 100 percent (100%) of the contract amount, within fifteen (15) days after receipt of written notice of formal award of Contract.
 - d) Should any Surety on the Construction Contract be determined unsatisfactory at any time by the Owner, notice will be given the Contractor who shall immediately provide a new Surety, satisfactory to the Owner and at no additional cost to the Owner. The Contract shall not be operative nor will any payments be due or paid until approval of the bonds has been made by the Owner.
 - e) The Bidder shall require the Attorney-in-Fact who executes the required bonds, on behalf of the Surety, to affix thereto a certified and current copy of his Power of Attorney, indicating the monetary limit of such power.
 - f) The cost of the bonds shall be included in the construction portion of the base bid.
- 7) Permits:
Permits have been provided by the County.
- 8) Geotechnical Report:
A geotechnical report has been provided by the County.
- 9) Retainage:
Retainage, in the amount of ten percent (10%) of the value of construction costs incurred for the project, shall be withheld until the project has been completed to the satisfaction of Owner.
- 10) Each proposer shall respond as provided more specifically herein, Section 00100, Instructions to Bidders. Proposals or amendments to proposals received after the proposal deadline will be classified as “Late Proposals” and will not be accepted. The Respondent shall sign his / her proposal correctly. All offers shall be entered in ink or typewritten. Proposals may be rejected if any omissions, alteration of form, additions not called for, or any irregularities of any kind are shown.
- 11) Throughout this Project Manual all references to the “Owner” shall mean the County of Georgetown, SC or its Designated Representative.
- 12) The Project has been designed by Davis & Floyd, Inc. whose office is located at 1940 Algonquin Rd., Suite 301, Charleston, SC 29405 and who will act as ENGINEER in connection with completion of the Work in accordance with the Contract Documents.
- 13) The Construction Contract will be awarded to the firm or team of firms submitting the lowest and most responsive and responsible proposal as determined by the County. Georgetown County reserves the right to reject any and all proposals for any reason at any time prior to execution of the Contract. It further reserves the right to waive any and all technicalities and formalities in the proposal process as well as accept in whole or in part such proposal or proposals where it deems it advisable in protection of the best interests of the County and to hold all proposals for examination for a period not to exceed ninety (90) calendar days. The selected Contractor is encouraged to utilize, to the extent possible, local firms and trades from within Georgetown County.

END OF SECTION 00010



SECTION 00100
INSTRUCTIONS TO BIDDERS
EAST ANDREWS DRAINAGE IMPROVEMENTS-PHASES 1 & 2
Bid# 23-028

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

1. Submission of Questions

Questions must be submitted in writing via electronic mail, facsimile or postal mail to the Issuing Officer no later than the “Deadline for Questions” cutoff identified in the Bid Timeline on page four (4) in order to generate an official answer. All written questions will receive an official written response from the Georgetown County Purchasing Office (GCPO) and will become addenda to the solicitation.

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

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

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

Nancy Silver, Purchasing Officer
Post Office Box 421270, Georgetown, SC 29442-4200
Fax: (843) 545-3500
Email: nsilver@gtcounty.org

2. Electronic sealed bids for to provide EAST ANDREWS DRAINAGE IMPROVEMENTS-PHASES 1 & 2 shall be received via the County’s Vendor Registry webpage until the cut-off time shown in the bid timeline on page four (4) of this document. Bids will then be promptly opened at the designated time by the Buyer. Bids that are not received prior to the stated opening date and time will be considered **NON RESPONSIVE**. An official authorized to bind the offer must sign all proposals submitted.
3. Inclement Weather/Closure of County Courthouse
Due to the current COVID-19 situation, County offices at the time of this bid posting remain open but may be limited to the public. Bid openings at the time of this issuance are being conducted virtually or hybrid and may occur from an alternate secure and/or remote location as needed. A virtual meeting link will be posted under the bid number before the bid opening time so that members of the public may attend the meeting virtually.
4. This solicitation does not commit Georgetown County to award a contract, to pay any cost incurred in the preparation of the bid, or to procure or contract for goods or services. It is the responsibility of each bidder to see that the Georgetown County Purchasing Office receives

bids on, or before, the date and time specified for the bid opening. No bid will be accepted thereafter. The County assumes no responsibility for delivery of bids that are mailed. Georgetown County reserves the right to reject any or all bids and to waive any informalities and technicalities in the bid process.

5. **NON EXCLUSIVITY**

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

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

7. Definitions:

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

8. Correction or Withdrawal of Bids; Cancellation of Awards

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

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

9. Faxed or E-mailed bids will not be accepted by Georgetown County. Electronic bid submissions must be submitted through the Georgetown County Purchasing Vendor Registry page to ensure they remain sealed until the scheduled bid opening date and time.
10. If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact the purchasing office as soon as possible.
11. Title VI of the Civil Rights Act of 1964: Georgetown County hereby gives public notice that it is the policy of the agency to assure full compliance with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, Executive Order 12898 on Environmental Justice, and related statutes and regulations in all programs and activities. Title VI requires that no person in the United States of America shall, on the grounds of race, color, or national origin, be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which Georgetown County receives federal financial assistance. Any person who believes they have been aggrieved by an unlawful discriminatory practice under Title VI has a right to file a formal complaint with Georgetown County. Any such complaint must be in writing and filed with Georgetown County's Title VI Coordinator within one hundred and eighty (180) days following the date of the alleged discriminatory occurrence. For more information, or to obtain a Title VI Discriminatory Complaint Form, please see our website at <http://www.gtcounty.org/about/faqs.html>.
12. Any deviations from the specifications or modification of this bid and any extra or incidental work or reductions in work shall be set forth in writing and signed by both parties prior to making such change. Any increase or decrease in the bid price resulting from such change shall be included in writing.
13. Exceptions: The bidder shall list on a separate sheet of paper any variations from, or exceptions to, the conditions and specifications of this bid. This sheet shall be labeled "Exception(s) to Bid Conditions and Specifications," and shall be attached to the bid. When Proposers find instances where they must take exception with certain requirements or specifications of the bid, all exceptions shall be clearly identified. Written explanations shall include the scope of the exceptions, the ramifications of the exceptions for the County of Georgetown, and a description of the advantage to be gained or disadvantages to be incurred by the County as a result of these exceptions. If none, write "NONE".
14. Georgetown County reserves the right to reject any or all bids, and to waive as an informality any irregularities contained in any bid as may be deemed in the best interest of the County. Georgetown County further reserves the right to reject any bid submitted, at its sole option, that the vendor may not be able to meet the service requirements of the bid.
15. Publicity releases: contractor agrees not to refer to award of any resulting contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the user.
16. Material Safety Data Sheets: The County of Georgetown will not receive any materials, products, or chemicals which may be hazardous to an employee's health unless accompanied by a Material Data Sheet when received.

17. Ownership of Copyright: All right, title and interest in all copyrightable materials which vendor shall create in the performance of its obligations hereunder shall be the property of the procurer. Vendor agrees to assign and hereby does assign any and all interest it has in and to such material to procurer. Vendor agrees, upon the request of procurer to execute all papers and perform all other such acts necessary to assist procurer to obtain and register copyrights on such materials. Where applicable, works of authorship created by the vendor in the performance of its obligations hereunder, shall be considered “works for hire” as defined in the U.S. Copyright Act.
18. Ownership of Documents: Any reports, studies, photographs, negatives or other documents prepared by vendor in the performance of its obligations shall be the exclusive property of the procurer and all such material shall be remitted to the procurer by the vendor upon completion, termination or cancellation of this order. Vendor shall not use, willingly allow or cause to have such material used for any purpose other than performance of its obligations under this order without the prior written consent of the procurer.
19. Affirmative Action: The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of age, race, color, religion, sex, national origin or physical handicap. The following are incorporated herein by reference: 41 C.F.R. 60-1.4, 60-250.4 and 60-741.4.
20. Inclusion and participation of disadvantaged, small, and local business entities is strongly encouraged, but minimum participation standards are not in effect for this project.
21. All Construction Contracts Over \$2,000:
 - A. Davis-Bacon Requirements. These contracts need to include a provision for compliance with the Davis-Bacon Act (40 USC 276a to a—7) and the Department of Labor implementing regulations (29 CFR Part 5). Under this Act, Contractors are required to include the contract provisions in Section 5.5 (a) of 29 CFR Part 5, and to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in the wage determination made by the Secretary of Labor. In addition, Contractors shall be required to pay wages not less than the minimum wages specified in the wage determination made by the Secretary of Labor. In addition, Contractors shall be required to pay wages not less often than once a week. Current Wage Determination for Georgetown County in South Carolina is available on-line at: <http://www.wdol.gov/dba.aspx#14>
 - B. Contract Work Hours and Safety Standard Act Requirements. The contracts must include a provision for compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by the Department of Labor regulations (29 CFR Part 5). Under Section 103 of the Act, each Contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate not less than one times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary,

hazardous, or dangerous to health and safety as determined under construction, safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

C. Copeland “Anti-Kickback” Act Requirements. All construction contracts over \$2,000.00 must include a provision for compliance with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). This act provides that each Contractor shall be prohibited from inducing, by any means, persons employed in the construction, completion, or repaid of public work to give up any part of their compensation.

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

23. CERTIFICATION REGARDING DRUG-FREE WORKPLACE:

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

24. Certification of Non-Segregated Facilities

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

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

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

26. Acknowledgement of Addenda

Each contractor is responsible to verify the number of total addenda issued prior to bid. **Failure to acknowledge all addenda may disqualify the bidder.** All addenda are posted by the County at the website located at www.georgetowncountysc.org, select “Purchasing” and “Current Bids”. It is each proposer’s responsibility to verify that all addenda have been received and acknowledged.

27. Form and Style of Bids

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

28. This Invitation for Bid covers the estimated requirements to provide EAST ANDREWS DRAINAGE IMPROVEMENTS-PHASES 1 & 2 for the Georgetown County Capital Projects and Stormwater Departments. The purpose is to establish a Construction Contract with firm pricing and delivery.

29. **PRICE ESCALATION/DE-ESCALATION:**

Prices are to remain firm for the first contract period. In subsequent terms, the contractor may request, in writing at least sixty (60) days in advance of the contract ending date, an increase/decrease. Should the County elect to exercise the option to renew the contract for additional year(s), the contract prices for the additional years shall not exceed the percentage increase/decrease of the "Services" category of the CPI-W SECTION OF THE COMSUMER PRICE INDEX of the United States Bureau of Labor Statistics for the latest twelve month for which statistics are available. Should the price change be granted and the County elects to renew the contract, the purchase order will reflect the changes.

30. Bids must be made on Proposal or Bid Form furnished or will be rejected. Proposals shall be typewritten or written in ink on the form prepared by the County. The person signing the bid shall initial all corrections or erasures.

31. Insurance

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

a. General Liability

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

1. Minimum Limits

General Liability:

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

b. Automobile Liability

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

1. Minimum Limits

Automobile Liability:

- \$1,000,000 Combined Single Limit
- \$1,000,000 Each Occurrence Limit

\$5,000 Medical Expense Limit

c. Workers' Compensation

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

d. Owners' & Contractors' Protective Liability

Policy will be in name of County. Minimum limits required are \$1,000,000.

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

N/A.

f. Coverage Provisions

1. All deductibles or self-insured retention shall appear on the certificate(s).
2. The County of Georgetown, its officers/ officials, employees, agents and volunteers shall be added as "additional insured" as their interests may appear. This provision does not apply to Professional Liability or Workers' Compensation/Employers' Liability.
3. The offeror's insurance shall be primary over any applicable insurance or self-insurance maintained by the County.
4. Shall provide 30 days written notice to the County before any cancellation, suspension, or void of coverage in whole or part, where such provision is reasonable.
5. All coverage for subcontractors of the bidder shall be subject to all of the requirements stated herein.
6. All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, either; the insurer shall reduce or eliminate such deductible or self-insured retention; or the bidder shall be required to procure a bond guaranteeing payment of losses and related claims expenses.
7. Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided the County, its officers/officials, agents, employees and volunteers.
8. The insurer shall agree to waive all rights of subrogation against the County, its' officers/officials, agents, employees or volunteers for any act, omission or condition of premises which the parties may be held liable by reason of negligence.
9. The bidder shall furnish the County certificates of insurance including endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company(s) to bind coverage on its' behalf, if executed by a broker, notarized copy of authorization to bind, or certify coverage must be attached.
10. All insurance shall be placed with insurers maintaining an A.M. Best rating of no less than an A:VII. If A.M. Best rating is less than A:VII, approval must be received from County's Risk Officer.

32. Workman's Compensation Coverage

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

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

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

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

33. Hold Harmless Clause

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

34. Condition of Items

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

35. Workmanship and Inspection

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

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

36. Progress Payments

Contractor's Application for Payment shall be submitted to the Owner on the County's pay application form, AIA Document, or such other form as may be mutually agreed upon. The period covered by each

Application for Payment shall be not less than one calendar month. The Owner shall make progress payments to the Contractor on undisputed amounts certified by the Architect within twenty-one (21) days from receipt of the Application for Payment by the Owner in accordance with Title 29, Chapter 6 of the Code of Laws of South Carolina, 1976, as amended.

37. South Carolina Sales Tax

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

38. Assignment of Contract

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

39. Termination

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

a. Termination for Convenience

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

b. Termination for Cause

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

c. Non-Appropriation:

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

40. Default

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

41. Severability

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

42. Applicable Laws

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

43. Claims and Disputes:

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

44. Rights of County

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

45. Award of Bid

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

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

46. Notice of Award

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

47. Protest

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

48. Debarment

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

49. Firm Pricing for County Acceptance

Bid price must be firm for County acceptance for 90 days from bid opening date.

50. Brand Name or Equal:

- (a) The use of a "Brand Name Only" specification is for the purpose of describing the sole item that will satisfy the county's requirements. Bids offering alternate products will be declared non-responsive.
- (b) The use of a "Brand Name Or Equal" specification is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to limit or restrict competition. An item shall be considered to be substantially equivalent, or "equal" to the

specified brand in the opinion of the Chief Procurement Officer, the County can reasonably anticipate sufficiently similar quality, capacity, durability, performance, utility and productivity as provided by the specified brand.

- (c) The use of a “Brand Name Or Approved Equal” specification with a reference to a brand name or model number does not preclude an offer of a comparable or better product, if full specifications and descriptive literature are provided for the product. Bidder shall submit a Substitution Request form for a proposed equal to Purchasing at least ten (10) days prior to the bid opening date and time to allow Georgetown County to make a determination of equality to the brand specified. If the county approves the proposed equal, an amendment to the bid will be issued specifically identifying the item as an approved equivalent. Failure to provide such specifications and descriptive literature may be cause for rejection of the offer.

51. Substitutions and Product Options

Written requests for changes in products, materials, equipment and methods of construction required by the Contract Documents shall be submitted to the Owner prior to effecting such requested changes.

52. Mobilization After Notice to Proceed

Bid must show the number of days required to mobilize after receiving a Notice to Proceed under normal conditions. Failure to state delivery time obligates bidder to complete delivery in fourteen (14) calendar days. Unrealistically short or long delivery promised may cause bid to be disregarded. Consistent failure to meet delivery promises without valid reason may be cause for removal from bid list.

53. Permits

Permits to be provided by the County to the awarded bidder.

54. Environmental Management:

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

55. Bid Tabulation Results

Vendors wishing to view the bid tabulation results may visit the Georgetown County, SC web-site at: <http://www.georgetowncountysc.org>. Select “Bid Opportunities” from the Quick Links box, then “Bids Under Review” and double click the link under the individual bid listing.

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

57. Any attempt by the vendor to influence the opinion of County Staff or County Council by discussion, promotion, advertising, misrepresentation of the submittal or purchasing process or any procedure to promote their offer will constitute a violation of the vendor submittal conditions and will cause the vendor’s submittal to be declared null and void.

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

59. Response Clarification

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

60. Due to state funding involvement in this project, the County's normal local preference will be waived.

61. Bidding Documents

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

62. Liquidated Damages

Refer to *The Project Manual, Vol. 1, Division 1, Section 01100, Summary of Work.*

63. Retainage

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

64. Federal Procurement Regulations

The following clauses contained in the [Federal Procurement Regulations \(FPR\)](#) or the [Defense Acquisition Regulations \(DAR\)](#) apply to all federal fund expenditures and are a part of the County's field order terms and conditions.

Special Terms and Conditions -- Federal Grants Special Terms and Conditions -- Federal Contracts	
The following provisions of the Federal Acquisition Regulations (FAR) apply regardless of the amount of the order.	
Anti-Kickback Procedures	52.203-7
Buy American Act-- Free Trade Agreements--Israeli Trade Act	52.225-3

Contract Work Hours and Safety Standards Act--Overtime Compensation	52.222-4
Integrity of Unit Prices	52.215-14(a)(b)
Equal Opportunity	52.222-26
Notice to the Government of Labor Disputes	52.222-1
Preference for U.S. - Flag Air Carriers (for international air travel only)	52.247-63
Restrictions on Subcontractor Sales to the Government	52.203-6
Service Contract Act of 1965, as Amended	52.222-41
Termination for Convenience of Government (Education and Other Nonprofit Institutions)	52.249-5 (a)-(f)
The following provisions of the Federal Acquisition Regulations (FAR) also apply if the amount of the order exceeds \$2,500.	
Affirmative Action for Workers with Disabilities	52.222-36
Instructions to Offerors--Competitive Acquisition	52.215-1
The following provisions of the Federal Acquisition Regulations (FAR) also apply if the amount of the order exceeds \$10,000.	
Affirmative Action for Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	52.222-35
Audits and Records--Negotiation	52.215-2
Employment Reports on Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	52.222.37
Instructions to Offerors--Competitive Acquisition	52.215-1
Utilization of Small Business Concerns	52.219-8
Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns	52.219.23
Walsh-Healey Public Contracts Act	52.222-20
The following provisions of the Federal Acquisition Regulations (FAR) also apply if the amount of the order exceeds \$25,000.	
Authorization and Consent	52.227-1
Notice and Assistance Regarding Patent and Copyright Infringement	52.227-2
Preference for Privately Owned U.S.- Flag Commercial Vessels	52.247-64
Utilization of Labor Surplus Area Concerns (Reserved)	52.220-3
Utilization of Women-Owned Small Business (Reserved)	52.219-13
The following provisions of the Federal Acquisition Regulations (FAR) also apply if the amount of the order exceeds \$100,000.	
Clean Air and Water (Reserved)	52.223-1,2

Price Reduction for Defective Cost or Pricing Data--Modifications--Sealed Bidding		52.214-27 or
Subcontractor Cost or Pricing Data--Modifications--Sealed Bidding		52.214-28
NOTE: 52.214-27 applies if cost or pricing data is initially required; if not, 52.214-28 applies to transactions over \$100,000.		
The following provisions of the Federal Acquisition Regulations (FAR) also apply if the amount of the order exceeds \$500,000.		
Labor Surplus Area Subcontracting Program (Reserved)		52.220-4
Small Business Subcontracting Plan		52.219-9
Small Disadvantaged Business Participation Program--Incentive Subcontracting		52.219.26
The following provisions of the Federal Acquisition Regulations (FAR) apply when noted:		
Filing of Patent Applications--Classified Subject Matter	When subcontract involves classified matters	52.227-10
Hazardous Material Identification and Material Safety Data	When subcontract involves hazardous material	52.223-3
Patent Rights--Retention by the Contractor	When the subcontract or purchase order involves experimental research and development work.	52.227-11,12
NOTE: 52.227-11 applies to small business and nonprofit organizations; 52.227-12 applies to others.		
Representation of Limited Rights Data and Restricted Computer Software	When subcontract includes technical data or software acquisition requirements (DOD only)**	52.227-15
Rights in Data--General	Same as ** above.	52.227-14
Technical Data Declaration, Revision, and Withholding of Payment--Major Systems	Same as ** above.	52.227-21
Required Sources for Jewel Bearings (Reserved)	When subcontract or purchase order requires use of jewel bearings.	52.208-1
Security Requirements	When subcontract involves access to classified information.	52.204-2
The County reserves all administrative, contractual, and legal remedies against the contractor or vendor who breaches any of the contract terms.		

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SECTION 00200

Intent to Respond

REF: Bid# 23-028, EAST ANDREWS DRAINAGE IMPROVEMENTS-PHASES 1 & 2

If your company intends to respond to this solicitation, please complete and promptly return this form to assure that you can be included on the mailing list to receive all addenda regarding this project.

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

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

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

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

Company Name: _____

Address: _____

Contact Person: _____

Telephone: _____

FAX: _____

E-Mail: _____

How did you hear about this opportunity? _____

Reason if **not** responding: _____

Please return this completed form to Nancy Silver, Purchasing Officer

- by e-mail to nsilver@gtcounty.org
- or by FAX to (843)545-3500.

[END OF SECTION 00200]



MATERIAL SUBSTITUTION REQUEST

Bid# 23-028, EAST ANDREWS DRAINAGE IMPROVEMENTS-PHASES 1 & 2

Date: _____

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

Section: _____

Paragraph: _____

Specified Material: _____

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

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

Yes No

If not, explain: _____

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

Yes No

If so, how? _____

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

Yes No

If so, to what extent? _____

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

None Don't Know As follows:



EXHIBIT A

**SECTION 00300
MANDATORY BID SUBMITTAL FORM**

BID #23-028, EAST ANDREWS DRAINAGE IMPROVEMENTS-PHASES 1 & 2

The undersigned, having familiarized themselves via site visit or by other means with local conditions affecting the design and cost of the work and with all requirements of the proposed Contract Documents, and duly issued Addenda to said documents, as acknowledged herein, propose to furnish and perform all labor, materials, necessary tools, expendable equipment, and all utility and transportation services necessary to perform and complete in a workmanlike manner all work required by said documents and Addenda. If a site visit was not conducted, the undersigned still acknowledges that they will be responsible for all Work at the bid price indicated below.

- 1) Firm Name: _____
- 2) Bidder / Proposer agrees to perform all of the work described in the specifications, including any allowances, and shown on the drawings, for the sum of:

TOTAL BASE BID:

_____ \$ _____
(words shall govern)

- 3) For additional work authorized after signing the Contract, the amount of overhead and the amount of profit to be added to base costs of labor and materials shall be (10%) total for overhead and profit on work performed by the Contractor's own forces and (15%) total on work by Subcontractors.
- 4) **COMPLETION DATE:** Contractor must conform to Division 0, Section 00750, Summary Schedule and Key Milestones.
- 5) **LIQUIDATED DAMAGES:** Liquidated damages for this project shall be \$500.00 per calendar day for Contractor's failure to complete any key milestone by the Substantial Completion date. Refer to Division 1, Section 01100, Summary of Work.
- 6) The undersigned affirms that in making such Bid, neither he /she nor any company that they may represent, nor anyone in behalf of him / her or their company, directly or indirectly, has entered into any combination, collusion, undertaking or agreement with any other Bidder or Bidders to maintain the prices of said work, or any compact to prevent any other Bidder or Bidders from Bidding on said Contract or work and further affirms that such bid is made without regard or reference to any other Bidder or Proposer and without any agreement or understanding or combination either directly or indirectly with any other person or persons with reference to such Bidding in any way or manner whatsoever.
- 7) The undersigned, when notified of the acceptance of this Bid proposal, does hereby agree to enter into a Contract with the Owner within five (5) calendar days from the date of the Notice of Award, for the execution of the work described within the period of time allocated, and he / she shall give a Performance Bond and Payment Bond, with good and sufficient surety.

- 8) The undersigned further agrees that if awarded the Contract he /she will commence the work within ten (10) calendar days after the date of the Notice of Award and that he / she will complete the work in accordance with the Summary Schedule and Key Milestones and Substantial Completion date set forth in the Bidding and Contract Documents or such amended date as may be granted. If the undersigned fails to complete the work as provided in the aforementioned schedule, then and in that event, he / she further expressly agrees that, for each day that any phase of work under this Contract remains uncompleted thereafter the Owner may deduct from the Contract price herein specified the stipulated sum of liquidated damages as provided for herein and retain that sum for failure of the undersigned to complete this Contract on or before the expiration of the period shown in the completion schedule.
- 9) The undersigned agrees that the Owner's damages caused by delay are not capable of being established and would be difficult to measure accurately and that the sums herein specified as liquidated damages are not a penalty, but represent the parties' estimate of the actual damages which the Owner would suffer per day if the work is not completed as scheduled.
- 10) In submitting this Bid, it is understood that the right is reserved by the Owner to waive any informality or irregularity in any Bid or Bid guaranty, to reject any and all Bids, to re-Bid, to award or refrain from awarding a contract for the work and to negotiate with the apparent qualified low responsive Bidder to such extent as may be beneficial to the Owner.
- 11) The undersigned attaches hereto a cashier's check, certified check or Bid Bond in the sum five per-cent (5%) of the total base bid payable to Georgetown County, as required in the Request for Proposals, and the undersigned agrees that in case he / she fails within five (5) calendar days after Notice of Award of the Contract to him /her to enter into the Contract in writing and furnish the required Payment and Performance Bonds, with surety or sureties to be approved by Owner, and insurance policies or endorsements, the Owner may, as its option, determine that the undersigned has abandoned his / her rights and interest in such Bid and that the cashier's check, certified check, or Bid Bond accompanying his or her bid has been forfeited. Otherwise, the cashier's check, certified check, or Bid Bond shall be returned to the undersigned upon the execution of the Contract and acceptance of the bonds and insurance, or upon rejection of his / her Bid.
- 12) A Bid shall be considered unresponsive and shall be rejected if it fails to include fully executed statements or if the Bidder fails to furnish required data. When a determination has been made to award the Contract to a specific Contractor, such Contractor shall, prior to award, furnish such other pertinent information regarding his / her own employment policies and practices as well as those of his / her proposed prime contractor, subcontractors and consultants as the Owner may require.
- 13) The Bidder shall furnish similar statements executed by each of his / her prime contractor, first-tier and second-tier subcontractors and consultants whose contracts equal Ten Thousand Dollars (\$10,000.00) or more and shall obtain similar compliance by such prime contractor, subcontractors and consultants before awarding such contracts. No prime contractor or subcontract shall be awarded to any non-complying prime contractor and/or subcontractor.
- 14) It is understood and agreed that all workmanship and materials under all items of work are guaranteed for one (1) year from the date of Final Acceptance, unless otherwise specified.
- 15) The undersigned affirms that he / she has completed all of the blank spaces in the Bid Form, with an amount in words and numbers and agrees that where a discrepancy occurs between the prices quoted in words and/or in numbers the lowest figure quoted in words shall take precedence and govern when determining final costs or award of the Contract.

- 16) The undersigned affirms that wages not less than the minimum rates or wages, as predetermined for this project by the State of South Carolina were used in the preparation of this "Bid Form".
- 17) **REQUIRED FORMS:** There are specific forms required to be completed and submitted as part of the response to this Invitation for Bid. The omission, whether inadvertent or not, of any one or more of these forms may cause the Bidder's / Proposer's response to be disqualified. The following forms identified as Exhibits to this Bid, shall be included in the response:

Exhibit A	Bid Form
Exhibit B	Addenda Acknowledgement
Exhibit C	Non-Collusion Affidavit
Exhibit D	Indemnification
Exhibit E	List of Prime and Sub-Contractors
Exhibit F	Statement of Experience
Exhibit G	Unit Price Schedule
Exhibit H	Disadvantaged Business Enterprises (DBE) Committal Sheet
Exhibit I	Certification of Eligibility/Davis-Bacon
Exhibit J	Certification Regarding Debarment & Suspension
Exhibit K	Anti-Lobbying Certification
Exhibit L	Exceptions Page Form
	5% Bid Bond

Bid cost must remain valid ninety (90) days from bid opening date.

18) Project Mgr/NTP Contact Address: _____

19) Project Mgr/NTP Contact Person: _____

20) Telephone Number _____ Fax Number _____

21) E-Mail address _____

22) Remittance Address: _____

23) A/P Accounting Contact _____

24) Telephone Number _____ Fax Number _____

25) E-Mail address _____

- 26) **Suspension and Debarment**
 Federal guidelines require grant recipients to obtain sufficient assurance that vendors are not suspended or debarred from participating in federal programs when contracts exceed \$25,000. By signing below you verify that no party to this agreement is excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment. [See <https://www.epls.gov/> for additional information.]

27) If the bid is accepted, the required Contract must be executed within fifteen (15) days after receipt of written notice of formal award of Contract.

28) Will you honor the submitted prices and terms for purchase by other departments within Georgetown County and/or by other government entities who participate in cooperative purchasing with Georgetown County, South Carolina?

Yes No

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

30) RENEWAL OF CONTRACT

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

31) CERTIFICATION REGARDING DRUG-FREE WORKPLACE:

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

Yes No

32) Any attempt by the vendor to influence the opinion of County Staff or County Council by discussion, promotion, advertising, misrepresentation of the submittal or purchasing process or any procedure to promote their offer will constitute a violation of the vendor submittal conditions and will cause the vendor’s submittal to be declared null and void.

33) The lowest or any proposal will not necessarily be accepted and the County reserves the right to award any portion thereof. I/We, the undersigned, hereby confirm that all the above noted documents for Bid/Request for Proposal No. 23-028 were received.

34) MINORITY PARTICIPATION [INFORMATION ONLY]

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

Yes No

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

Yes No

If so, please list the certifying governmental entity: _____

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

Yes No

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

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

Yes No

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

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

- Traditional minority
- Traditional minority, but female
- Women (Caucasian females)
- Hispanic minorities
- DOT referral (Traditional minority)
- DOT referral (Caucasian female)
- Temporary certification
- SBA 8 (a) certification referral
- Other minorities (Native American, Asian, etc.)

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

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

subcontractors to comply with the applicable requirements of Title 8, Chapter 14. [07-7B097-1]

36)

INFORMATION ONLY:

- Our company accepts VISA government procurement cards.
If yes, list any upcharge for P-Card Payment? _____
- Our company does not accept VISA government procurement cards.

37) Printed Name of person binding bid _____

38) Signature (X) _____

39) Date _____

IMPORTANT: Execute acknowledgment of officer or agent who signs this document (use proper form on following pages)

NOTE: THE ENTIRE IFB PACKET NEED NOT BE RETURNED. Thank you.

EXHIBIT B



BID #23-028
EAST ANDREWS DRAINAGE IMPROVEMENTS-PHASES 1 & 2

ADDENDUM ACKNOWLEDGEMENT
Mandatory Bid Submittal Form

COMPANY NAME: _____

- Addendum #1 Received Date: _____ Initialed By: _____
- Addendum #2 Received Date: _____ Initialed By: _____
- Addendum #3 Received Date: _____ Initialed By: _____
- Addendum #4 Received Date: _____ Initialed By: _____
- Addendum #5 Received Date: _____ Initialed By: _____
- Addendum #6 Received Date: _____ Initialed By: _____

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EXHIBIT C

**FORM OF NON-COLLUSION AFFIDAVIT OF PRIME BIDDER
Mandatory Bid Submittal Form**

**State of South Carolina)
County of Georgetown)**

Being first duly sworn deposes and says that:

- (1) He / She is _____ of _____
The Bidder that has submitted the attached Bid / Proposal;
- (2) He / She is fully informed respecting the preparation and contents of the attached Bid / Proposal and of all pertinent circumstances respecting such Bid / Proposal;
- (3) Such Bid / Proposal is genuine and is not a collusive or sham Bid / Proposal;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder /, firm or person to submit a collusive or sham Bid / Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or 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 Owner 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, including this affiant.

(Signed) _____

(Title)

Subscribed and sworn to before me this _____ day of _____, 2023

Notary Public in and for Georgetown County, South Carolina

My commission expires on: _____

EXHIBIT D

INDEMNIFICATION
MANDATORY BID SUBMISSION FORM

The Bidder will indemnify and hold harmless the Owner, Georgetown County, South Carolina and their agents and employees from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the Work provided that any such claims, damages, loss, or expense is attributable to bodily injury, sickness, disease or death, injury to or destruction of tangible property, including the loss of use resulting therefrom, and is caused by any negligent or willful act or omission of the Bidder, and anyone directly or indirectly employed by him/her or anyone for whose acts any of them may be liable.

In any and all claims against the Owner, Georgetown County, South Carolina or any of their agents and / or employees by an employee of the Bidder and 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 to the amount or type of damages, compensation or benefits payable by or for the Bidder under the Worker's Compensation Acts, Disability Benefit Acts, or other employee benefit acts.

The obligation of the Bidder under this paragraph shall not extend to the liability of Georgetown County, South Carolina or its agents and / or employees arising out of the reports, surveys, change orders, designs or technical specifications.

BIDDER'S FIRM: _____

PRINTED NAME: _____

TITLE: _____

SIGNATURE (X): _____

DATE: _____

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EXHIBIT E

**LIST OF PRIME AND SUBCONTRACTORS
MANDATORY BID SUBMISSION FORM**

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

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

Date: _____ **Bider/Proposer:** _____

Signed: _____ **Title:** _____

EXHIBIT F

**STATEMENT OF EXPERIENCE OF THE BIDDER
MANDATORY BID SUBMISSION FORM**

The Bidder/Proposer is requested to state below what work of similar scope and complexity he/she has successfully completed, and to provide references that will enable the Owner to judge his/her experience, skill and business standing and his/her ability to conduct the Work in conformance with the requirements of the Construction Contract Documents. The County requests a minimum of three (3) references from the Primary Contractor and three (3) references for each Subcontractor that is listed in Exhibit F. The Bidder/Proposer may print as many pages as necessary to fulfill this requirement.

<u>Project and Location</u>	<u>Reference</u>
1) _____ _____	_____
2) _____ _____	_____
3) _____ _____	_____
4) _____ _____	_____
5) _____ _____	_____
6) _____ _____	_____

Dated: _____ **Bidder / Proposer:** _____

Signed: _____

Title: _____

EXHIBIT G

**UNIT PRICE SCHEDULE
MANDATORY BID SUBMISSION FORM**

BID # 23-028, EAST ANDREWS DRAINAGE IMPROVEMENTS-PHASES 1 & 2

When changes in the work are ordered by the Owner, and such changes involve the following items, the following unit prices will be used to calculate adjustments to the Contract Sum. These unit prices shall be for the Work as specified, including all labor, materials, equipment, accessories, shipping, preparation, insurance, testing, overhead, profit, applicable taxes, permits, fees, warranties and all other associated costs for the finished and completed Work. All unit prices for utility conduits shall include sweeps, bends, couplings, caps, fittings, etc. which shall be included in the unit price per linear foot. Unit prices for undercut soils shall include material in place, surveyed and compacted pursuant to the Contract Documents.

Submit unit price and proposal amount for the following items. This list may not include all components necessary to provide a completed product, therefore any applicable items necessary to provide a completed product should be considered in your unit price response.

In case of errors in the extension of prices, unit price governs. In case of error in summations, corrected bid amounts will be totaled and will govern.

Contractor shall be responsible for all necessary electric and water hookups.

Contractor shall make quantity take-offs using drawings to determine quantities to his satisfaction, reporting promptly any discrepancies which may affect bidding. This is not a comprehensive list of items included in the contract documents, and represents only a portion of the project total.

UNIT PRICE SCHEDULE

ITEM NO.	PAY ITEM	UNIT	QUANTITY	UNIT COST	TOTAL COST
1031000	MOBILIZATION	LS	NEC	\$	\$
1050800	CONSTRUCTION STAKES, LINES & GRADES	EA	1	\$	\$
1071000	TRAFFIC CONTROL	LS	1	\$	\$
1071401	CSX RAILROAD INSURANCE AND FLAGGING	LS	1	\$	\$
1090200	AS-BUILT CONSTRUCTION PLANS	LS	1	\$	\$
2023000	REMOVAL & DISPOSAL OF EXISTING PAVEMENT	SY	115	\$	\$
2031000	UNCLASSIFIED EXCAVATION	CY	210	\$	\$
2033000	BORROW EXCAVATION	CY	376	\$	\$

2036000	GEOTEXTILE FOR SEPARATION OF SUBGRADE&SUBBASE/BASE CR	SY	910	\$	\$
2041000	STRUCTURE EXCAVATION FOR CULVERTS	CY	868	\$	\$
3050104	GRADED AGGREGATE BASE COURSE (4" UNIFORM)	SY	100	\$	\$
3050106	GRADED AGGREGATE BASE COURSE (6" UNIFORM)	SY	469	\$	\$
4010005	PRIME COAT	GAL	31.05	\$	\$
4013200	MILLING EXISTING ASPHALT PAVEMENT 2.0"	SY	779	\$	\$
4030320	HOT MIX ASPHALT SURFACE COURSE TYPE B	TON	83	\$	\$
5021011	FULL DEPTH CONCRETE PAVEMENT PATCH - 8"	SY	115	\$	\$
6020005	PERMANENT CONSTRUCTION SIGNS (GROUND MOUNTED)	SF	584	\$	\$
6062000	CONSTRUCTION ZONE ELECTRIC CHANGEABLE MESSAGE SIGN (TRAILER-MOUNTED)	EA	2	\$	\$
6250010	4" WHITE SOLID LINES (PVT. EDGE LINES)-FAST DRY PAINT	LF	730	\$	\$
6250110	4"YELLOW SOLID LINE(PVT.EDGE&NO PASSING ZONE)-FAST DRY PAINT	LF	730	\$	\$
6271010	4" WHITE SOLID LINES (PVT. EDGE LINES) THERMO.- 90 MIL.	LF	730	\$	\$
6271074	4" YELLOW SOLID LINES(PVT.EDGE LINES) THERMO-90 MIL.	LF	730	\$	\$
6301100	PERMANENT YELLOW PAVEMENT MARKERS BI-DIR.- 4"X4"	EA	18	\$	\$
7011402	CONC. FOR STRUCTURES - CLASS 4000(CULVERT)	CY	74.2	\$	\$
7031100	REINF. STEEL FOR STRUCTURES (ROADWAY)	LB	12,595	\$	\$
7120195	CONSTRUCTION CASING - 66" DIAMETER	LF	50	\$	\$
7141114	24" RC PIPE CUL.-CLASS III	LF	246	\$	\$
7141146	29"X 45" HORIZONTAL ELLIPTICAL(HE) RC PIPE CUL.-CLASS HE-III	LF	100	\$	\$
7141891	48" REINFORCED CONCRETE PIPE (CLASS V SPECIAL)TRENCHLESS	LF	50	\$	\$

8011450	AGGREGATE UNDERDRAIN (AGGR.NO. 57)	TON	555	\$	\$
8041020	RIP-RAP (CLASS B)	TON	410	\$	\$
8042800	GEOTEXTILE FABRIC FOR EROSION CONTROL UNDER RIPRAP (CLASS 2)	SY	524	\$	\$
8100100	PERMANENT COVER	ACRE	0.363	\$	\$
8151102	TURF REINFORCEMENT MATTING (TRM) TYPE 2	MSY	0.239	\$	\$
8151112	TEMPORARY EROSION CONTROL BLANKET (CLASS B)	MSY	4.153	\$	\$
S000001	CLEARING DITCHES	LF	5,750	\$	\$
S000002	6" STEEL NATURAL GAS VERTICAL OFFSET (N. ROW OF GAPWAY RD)	LS	1	\$	\$
S000003	2" STEEL (ASSUMED) NATURAL GAS VERTICAL OFFSET (N. ROW OF US521)	LS	1	\$	\$
S000004	16" DIP SEWER FORCE MAIN VERTICAL OFFSET (N. ROW OF GAPWAY RD)	LS	1	\$	\$
S000005	12" PVC GRAVITY SEWER MAIN REPLACEMENT WITH C900 PVC (N. ROW OF GAPWAY RD)	LS	1	\$	\$
S000006	12" PVC GRAVITY SEWER HORIZONTAL OFFSET (S. ROW OF GAPWAY RD)	LS	1	\$	\$
S000007	8" PVC (ASSUMED) GRAVITY SEWER HORIZONTAL OFFSET (N. ROW OF OLD CEMETARY RD)	LS	1	\$	\$
S000008	8" PVC (ASSUMED) GRAVITY SEWER HORIZONTAL OFFSET (S. ROW OF OLD CEMETARY RD)	LS	1	\$	\$
S000009	8" PVC (ASSUMED) GRAVITY SEWER HORIZONTAL OFFSET (S. ROW OF US521)	LS	1	\$	\$
S000010	UGT RELOCATION COORDINATION (S. ROW OF OLD CEMETARY RD)	LS	1	\$	\$
S000011	10" DIP (ASSUMED) DOMESTIC WATER VERTICAL OFFSET (N. ROW OF GAPWAY RD)	LS	1	\$	\$
S000012	10" DIP (ASSUMED) DOMESTIC WATER VERTICAL OFFSET (N. ROW OF US521)	LS	1	\$	\$
S000013	UTILITY COORDINATION	LS	1	\$	\$
S000014	5'X4' PRECAST DOUBLE BOX CULVERT	LF	48	\$	\$

S000015	7'X6' PRECAST BOX CULVERT	LF	56	\$	\$
S000016	6'X3' PRECAST DOUBLE CULVERT	LF	100	\$	\$
S000017	6'X3' PRECAST DOUBLE HEADWALLS/WINGWALLS	EA	4	\$	\$
S000018	7'x3' PRECAST CULVERT	LF	36	\$	\$
S000019	7'x3' PRECAST CULVERT HEADWALLS/WINGWALLS	EA	2	\$	\$
S000020	5' CLEARING ADJACENT TO DITCH BANK	LF	7,410	\$	\$
S000021	REMOVAL & DISPOSAL OF DELETERIOUS ITEMS	TON	5	\$	\$
				Total	\$

Bidder/Proposer: _____

Signature: _____

Title: _____

Dated: _____

END OF EXHIBIT G

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EXHIBIT H

**DISADVANTAGED BUSINESS ENTERPRISES (DBE)
COMMITTAL SHEET**

Information must be shown on this sheet as required by the supplemental specifications entitled “Disadvantaged Business Enterprises (DBE) Supplemental Specification” included in this proposal.

FAILURE TO PROVIDE ALL INFORMATION REQUIRED ON THIS FORM MAY RESULT IN THE AWARD BEING MADE TO THE NEXT LOWEST RESPONSIBLE AND RESPONSIVE BIDDER. FOR DESIGN BUILD PROJECTS, FAILURE TO PROVIDE ALL INFORMATION REQUIRED ON THIS FORM MAY RESULT IN SANCTIONS IN ACCORDANCE WITH PART B OF THE DBE SUPPLEMENTAL SPECIFICATIONS.

1Name & Address of DBE's (Sub- contractor/Sub-consultant or Supplier)	2Percent	3Description of Work and Approximate Quantity 6(show percent when appropriate)				5Dollar Value
		Item	Qty.	Unit	4Unit Price	

BASED ON THE ABOVE, TOTAL COMMITTAL FOR THIS CONTRACT: _____% Minority Goal: 33 %
BASED ON THE ABOVE, TOTAL COMMITTAL FOR THIS CONTRACT: _____% Women Goal: 6.9 %

- 1 The designation of Firm A and/or B is not considered acceptable. I hereby certify that this company has communicated with and received quotes from the DBE’s listed above and that they are willing to perform the work as listed above and that this company is committed to utilizing the above firm(s) on this contract.
- 2 Percent – show percent of total contract amount committed to each DBE listed.
- 3 All information requested must be included unless item is listed in proposal on a lump sum basis.
- 4 Unit Price – show unit price quoted by DBE.
- 5 Dollar Value – extended amount based on Quantity and Unit Price.
- 6 Applies to lump sum items only.

The form may be reproduced or additional sheets added in order to provide all requested information.

Company: _____

Printed Name of Officer: _____

Signature: _____

Title: _____

Date: _____

EXHIBIT I

**DAVIS – BACON and RELATED ACTS-CERTIFICATION OF ELIGIBILITY
(Mandatory Bid Submittal Form)**

By entering into this Contract, the Contractor hereby certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis – Bacon Act or 29 CFR 5.12 (a) (1).

No part of this Contract shall be sub-contracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis – Bacon Act or 29 CFR 5.12 (a) (1).

The penalty for making false statements is prescribed in the United States Criminal Code, 18 U.S.C. 100.1.

Company: _____

Printed Name of Officer: _____

Signature: _____

Title: _____

Date: _____

EXHIBIT J
CERTIFICATE REGARDING DEBARMENT AND SUSPENSION
(Mandatory Bid Submittal Form)

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

Company: _____

Printed Name of Officer: _____

Signature: _____

Title: _____

Date: _____

(Reference: 2 CFR part 180 (Subpart C), 2 CFR part 1200, DOT Order 4200.5 DOT Suspension & Debarment Procedures & Ineligibility)

EXHIBIT K

**ANTI-LOBBYING CERTIFICATION
(Mandatory Bid Submittal Form)**

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder or offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Company: _____

Printed Name of Officer: _____

Signature: _____

Title: _____

Date: _____

(Reference: 49 CFR part 20, Appendix A)



EXHIBIT L
EXCEPTIONS PAGE
MANDATORY BID SUBMISSION FORM

List any areas where you cannot or will not comply with the specifications or terms contained within the bid documentation.

SECTION 500



STATE OF SOUTH CAROLINA)
GEORGETOWN COUNTY)

CONSTRUCTION
CONTRACT

THIS CONTRACT made and entered into this ___ day of _____ 2023, by and between Georgetown County, hereinafter referred to as the ‘Owner’, a body politic and corporate and political subdivision of the State of South Carolina, whose administrative address is: 129 Screven Street, Georgetown, South Carolina 29440; and _____ hereinafter referred to as the ‘Contractor’, a corporation formed and existing under the laws of the State of South Carolina and authorized to do business within the State of South Carolina whose administrative address is: _____.

IN WITNESS WHEREOF:

WHEREAS the Owner has a project entitled ‘_____’ hereinafter referred to as the ‘Project’, and;

WHEREAS, the Contractor has submitted a proposal for the Project at \$ _____ which is the Lump Sum Base Bid and the Owner has awarded the Project to the Contractor; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, as well as other good and valuable consideration not specifically mentioned, the parties agree as follows:

- 1. The Contractor, for and in consideration of the payments hereinafter specified and agreed to be made by the Owner, hereby covenants and agrees to furnish and deliver all materials required, to do and perform all the work and labor, in a satisfactory and workmanlike manner, required to complete the Project within the time specified, in strict and entire conformity with the Plans, Technical Specifications and other Contract documents, on file at Georgetown County, which are duly approved by the Owner and which said Plans, Specifications and other Contract documents are hereby made part of this Contract as fully and with the same effects as if the same had been set forth at length in the body of this Contract.
2. The Contractor hereby agrees to indemnify, defend and hold the Owner and, the Engineer, and each of their agents, representatives, directors, officers, and employees harmless from any and all liabilities, losses, damages, penalties, judgments, awards, claims, demands, costs, expenses, (including reasonable attorney’s fees and court costs), actions, lawsuits or other proceedings arising directly or indirectly, in whole or in part, out of the negligence or willful acts or omissions of the Contractor, Trade Subcontractors, or their respective agents, directors, officers or employees in connection with this Agreement or in any way with the services or Work described herein, any occurrence at the Project site, or any occurrence arising in connection with or at the Project site or in connection with the Work, whether within or beyond the scope of its duties hereunder.
3. The Project has been designed by the _____ whose office is located at _____ and who will act as the ENGINEER in connection with completion of the Work in accordance with the Contract Documents.
4. The project will be considered substantially complete upon completion of all items listed in the Bid Form and appurtenances in accordance with the Contract Documents, including successful performance of all testing requirements. As listed in the bid document, substantial completion shall be

486 calendar days from the notice to proceed and final completion shall be 517 calendar days from the notice to proceed.

5. The Contractor's indemnity and defense obligations under this Contract shall be absolute notwithstanding any provision contained herein or elsewhere to the contrary, and shall survive Final Completion and Final Payment for a period equal to the statute of limitations for any action which could be brought against the Owner or its agents, officers, directors and employees and shall continue through the duration of any action brought during the applicable time periods.
6. The Contractor agrees to indemnify, defend and hold the Owner, and the Engineer, and each of their agents, representatives, officers, directors and employees, harmless from all costs, damages and expenses, including reasonable attorneys fees, incurred by the Owner and its consultants by virtue of any claim or claims filed by any Trade Subcontractor, mechanic, laborer, or materialman making claims arising from the performance of the Work by, through, or under the Contractor, provided the Contractor has received from the Owner all amounts properly due under this Contract concerning the claim. The Contractor shall execute and deliver to the Owner's title insurer similar indemnifications or such other document as such title insurer shall reasonably request in order to protect it against lien claims from Trade Subcontractors. The Contractor also hereby agrees to indemnify and hold harmless, protect and defend the Owner and its consultants from and against any liability, claim, judgment, loss or damage, including, but not limited, to direct damages, attorney's fees, court costs and expenses of collection, occasioned in whole or in part by the sole failure of the Contractor, and its Trade Subcontractors to comply with any of the terms or provisions of this Contract.
7. In any and all claims against the Owner, by any employee of the Contractor or Trade Subcontractor, anyone directly or indirectly employed by any of them, their agent or anyone for whose acts any of the Contractor or Trade Subcontractors may be liable, the indemnification obligation under this Paragraph 2 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 Trade Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.
8. The Owner hereby agrees to pay to the Contractor for the said work, when fully completed, the total sum of \$_____ (the said sum being the total of the Contractor's bid, a copy of which is attached hereto and, pro tanto, made a part hereof for all purposes), subject to such additions and deductions as may be provided for in the Contract Documents. In the event the bid contains multiple pay items, it is understood that the amount to be paid shall be the total based on the unit prices, together with lump sum prices, contained in said bid, for the work actually completed. Payments on accounts will be made as customarily provided by the County and consistent with applicable County procedures. The Contractor shall submit bills for fees or other compensation for services or expenses in detail sufficient for a proper pre-audit and post audit thereof. Any unit of provision of goods and services must be approved in writing by the Owner prior to payment.
9. The Owner may unilaterally cancel this Contract and the goods and services there under in the event that the Contractor fails and refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of the applicable South Carolina Code of Laws, made or received by the Contractor in conjunction with this Contract.
10. This Contract has been executed by the parties prior to the rendering of any goods or services by the Contractor.
11. The Contractor shall provide a payment and performance bond (the "Bond") to the Owner meeting the requirements of applicable South Carolina Code of Laws, The Georgetown County Procurement Ordinance, as amended, and associated bid documents referenced herein, which by virtue of executing

this contract the Contractor has accepted in the sum of \$ _____ and shall cause the Bond to be recorded with the Notice of Commencement in the Public Records of Georgetown County, South Carolina.

12. This Contract shall be subordinate to any rule, regulation, order or law of the United States of America, or the State of South Carolina, respectively.
13. Contractor and its employees shall promptly observe and comply with all applicable provisions of any Federal, State and local laws, ordinances, rules or regulations which govern or apply to the goods or services rendered by Contractor hereunder including the wages paid by Contractor to its employees. Contractors shall require all of its Subcontractors to comply with the provisions of this paragraph.
14. Contractor shall procure and keep in force during the term of this contract all necessary insurance (including but not limited to general liability, casualty, workers compensation, and automobile), licenses, registrations, certificates, permits and other authorizations as are required by law in order for Contractor to render its services hereunder. Contractor shall require all of its Subcontractors to comply with the provisions of this paragraph.
15. All remedies provided in this Contract shall be deemed cumulative and additional and not in lieu of or exclusive of each other or of any other remedy available to any party at law or in equity. In the event one party shall prevail in any action (including appellate proceedings), at law or in equity arising hereunder, the losing party will pay all costs, expense, reasonable attorneys' fees and all other actual and reasonable expenses incurred in the defense and/or prosecution of any legal or arbitration proceedings, including, but not limited to, those for paralegal, investigative, legal support services and actual fees charged by expert witnesses for testimony and analysis, incurred by the prevailing party referable thereto.
16. Contractor represents and warrants unto Owner that no officer, employee or agent of Owner has any interest, either directly or indirectly, in the business or property for/on which the Contractor to conduct activities hereunder. Contractor further represents and warrants to Owner that it has not employed or retained any third party person, other than a bona fide employee working solely for Contractor, to bid, solicit or secure this Contract, that it has not paid or agreed to any person, company, corporation, individual or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract, and that it has not agreed, as an express or implied condition for obtaining this Contract, to employ or retain the services of any firm or person in connection with carrying out this Contract. Contractor assures that it will insert the above provision in each of its Subcontractor agreements relating to the services to be performed hereunder.
17. The headings of the sections of this Contract are for the purpose of convenience only and shall not be deemed to expand or limit the provisions contained in such sections.
18. This Contract, including all Contract documents such as, but not limited to, bid documents and procurement packages, constitutes the entire agreement between the parties and shall supersede and replace all prior agreements or understandings, written or oral, relating to the matters set forth herein.
19. This Contract shall not be amended or modified other than in writing signed by the parties hereto. Notwithstanding the foregoing, any Amendments that are not being paid for, in whole or in part, with funds granted by the United States or State of South Carolina need not be approved by them.
20. The validity, interpretation, construction and effect of this Contract shall be in accordance with and be governed by the laws of the State of South Carolina. In the event any provision hereof shall be finally

determined to be unenforceable, or invalid, such unenforceability or invalidity shall not affect the remaining provisions of this Contract which shall remain in full force and effect.

21. Termination of Contract

- a) The Owner may, by written notice, terminate this Contract in whole or in part at any time, either for the Owner's convenience or because of failure to fulfill the Contract obligations. Upon receipt of such notice, services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performed this Contract, whether completed or in process, delivered to the Owner.
- b) If the termination is due to failure to fulfill the Contractor's obligations, the Owner may take over the work and prosecute the same to completion by contract or otherwise. In such case, the Contractor shall be liable to the Owner for any additional cost occasioned to the Owner thereby.
- c) If, after notice of termination for failure to fulfill its Contract obligations, it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the Owner. In such event, adjustment in the Contract price shall be made as provided in paragraph 21.a of this clause.
- d) The rights and remedies of the Owner provided in this clause are in addition to any other rights and remedies provided by law or under this Contract.
- e) Non-Appropriation:
It is understood and agreed by the parties that in the event funds are not appropriated in the current fiscal year or any subsequent fiscal years, this contract will become null and void and the County will only be required to pay for services completed to the satisfaction of the County.

22. Waiver or Forbearance

Any delay or failure of County to insist upon strict performance of any obligation under this Agreement or to exercise any right or remedy provided under this Agreement shall not be a waiver of County's right to demand strict compliance, irrespective of the number or duration of any delay(s) or failure(s). No term or condition imposed on Contractor under this Agreement shall be waived and no breach by Contractor shall be excused unless that waiver or excuse of a breach has been put in writing and signed by both parties. No waiver in any instance of any right or remedy shall constitute waiver of any other right or remedy under this Agreement. No consent to or forbearance of any breach or substandard performance of any obligation under this Agreement shall constitute consent to modification or reduction of the other obligations or forbearance of any other breach.

23. Title VI Compliance:

Georgetown County hereby gives public notice that it is the policy of the agency to assure full compliance with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, Executive Order 12898 on Environmental Justice, and related statutes and regulations in all programs and activities. Title VI requires that no person in the United States of America shall, on the grounds of race, color, or national origin, be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which Georgetown County receives federal financial assistance. Any person who believes they have been aggrieved by an unlawful discriminatory practice under Title VI has a right to file a formal complaint with Georgetown County. Any such complaint must be in writing and filed with Georgetown County's Title VI Coordinator within one hundred and eighty (180) days following the date of the alleged discriminatory occurrence.

For more information, or to obtain a Title VI Discriminatory Complaint Form, please see our website at <http://www.gtcounty.org>.

24. Federal & Economic Development Administration (EDA) Grant Contract Provisions:

Due to the grant funding associated with this project, all EDA requirements will apply to this project as if written out in full herein. Provider must hereby agree to comply with any and all contract provisions as set forth in the " EDA Contracting Provisions for Construction Projects" as well as Appendix II to 2 CFR Part 200 – Contract Provisions for Non-Federal Entity Contracts under Federal awards.

IN WITNESS WHEREOF, the Owner and Contractor hereto have signed and sealed this Contract on the day and date first above written. To facilitate execution, this Agreement may be executed, including electronically, in as many counterparts as may be required. It shall not be necessary that the signature on behalf of both parties hereto appear on each counterpart hereof. All counterparts hereof shall collectively constitute a single agreement.

APPROVED:

APPROVED:

CONTRACTOR

GEORGETOWN COUNTY

By: _____

By: _____

Title: _____

Angela Christian, County Administrator

Date: _____

Date: _____

SAMPLE

SECTION 00750

SUMMARY SCHEDULE AND KEY MILESTONES

1.0 GENERAL

1.01 THIS SECTION INCLUDES

- A. Summary Submittals
- B. Key Milestones
- C. Base Bid Summary Schedule
- D. Alternate Summary Schedule (If Applicable)

1.02 SUMMARY SCHEDULE

- A. Summary Schedules referred to in this section will be developed by the Contractor and the Owner illustrating an approach to constructing the project. The activities to be shown on the schedules will be monitored by the Owner and updated by the Contractor.
- B. Milestones shown on the Summary Schedules will be “Key Milestones” and are to be included in the Contractor’s Contract Schedule. The Contractor is responsible to develop his/her own activities and logic to meet the required Key Milestone Intermediate Dates. Refer to Division 1, Section 01310, Project Management and Coordination.
- C. The Contractor shall complete the Work of the project within the number of calendar days as listed in the below Key Milestones and as written in the Notice to Proceed. Liquidated damages in the amount of \$500.00 per day will be assessed for each day that completes beyond that date. Refer to Division 1, Section 01100 and Summary of Work.

1.03 KEY MILESTONES

- A. Key Milestones shall be included in all Contractor Schedules and show completing on the intermediate dates shown in this Section.
- B. Key Milestones are a contractual requirement and liquidated damages of \$500.00 per day will be assessed for each Key Milestone that completes beyond the dates listed below. Refer to Division 1, Section 01100 and Summary of Work.
- C. Key Milestones for this Project are as follows:

Milestone: *Substantial Completion*

Date: 486 Calendar Days from NTP not to exceed a date of 12/20/2024

Milestone: *Final Completion*

Date: 517 Calendar Days from NTP not to exceed a date of 1/20/2025

END OF SECTION 00750

SECTION 01100

SUMMARY OF WORK

PART 1-GENERAL

The Summary of Work in this Section comprises the Town of Andrews Drainage Improvements - Phase 2, Georgetown, Georgetown County, South Carolina. The following scope of work description is intended to be general in nature. The intention is to have the successful Contractor perform all of the work included and presented within the Construction Contract Documents, paying particular attention to the Summary Schedule, Key Milestones in Division 0, Section 00750. The Contractor shall comply with and be responsible for all of the requirements of the Project Manual including the Drawings and Specifications.

1.01 RELATED REQUIREMENTS INCLUDED

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

1.02 SCOPE OF WORK

The work to be completed as part of the East Andrews Drainage Improvements is from the crossing of Lester Creek and North Street to the crossing of Old Cemetery Road and Lester Creek. The work will include roadway and railway drainage crossings, channel clearing and stabilization, minor channel re-grading, and clearing adjacent to Lester Creek. There may be conflicts with utilities as part of this project and the Contractor will need to coordinate with the utility owners. There will be no grubbing as part of this project.

1.03 SUBSTANTIAL COMPLETION

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

1.04 FINAL COMPLETION

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

1.04 USE OF THE PREMISES

- A. Contractor shall be responsible for securing staging area and have Owner approval.

- B. Contractor shall have use of the area encompassing the Project Site as shown on the applicable drawings for execution of the Work of this Contract, except as may be otherwise indicated or necessitated by the requirements of the Project Manual, or as may be determined by the Owner.
- C. Contractor shall provide, or cause to be provided, and shall pay for all 3rd party geo-technical services, testing, labor, equipment, materials and such other utilities, transportation and facilities necessary for the proper execution of the Work, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Work.
- D. Contractor shall provide protection at all affected areas of the site during the performance of the Work.
- E. Contractor shall perform all work in conformance with O.S.H.A. requirements, which will be strictly enforced.
- F. Contractor shall coordinate the use of the premises consistent with the Project requirements as agreed by the Owner.
- G. Contractor shall use access routes for delivery of materials and equipment only as approved by the Owner and as may be directed by the Owner. Do not use access routes other than those indicated. Contractor shall keep clean, maintain and repair all access routes used.
- H. Contractor shall assume full responsibility for the protection and safekeeping of all products under this contract, stored and / or installed on the Project Site as well as those products stored off the Project Site. Materials, products and equipment shall be stored on the Project Site only in those areas indicated or allowed for staging and approved by the Owner.
- I. Safe staging and material storage shall be limited to the area which have been approved by the Owner and as may be designated by the Owner. Contractor must secure and obtain specific permission from the Owner for the use of other areas for storage and staging.
- J. Contractor shall protect existing sidewalks, pavement, curbs, utilities, building exterior and interior surfaces subject to damage by Work performed under this contract. Contractor shall, at his sole cost and expense, repair or replace any existing work damaged by his/her prime and/or sub-contractor's personnel or equipment

1.06 WORK SEQUENCE AND COMPLETION

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

1.07 LIQUIDATED DAMAGES

The Contractor agrees to commence Work under this Contract on the effective date established as "Notice to Proceed", and to complete the Work in conformance with the established Summary Schedule and Key Milestones in Section 00750 of the Project Manual. Should the Contractor neglect, fail or refuse to complete the Work by any one of the key milestone activities by its critical interim completion date(s) or the established Completion date then the Contractor shall pay to the Owner Liquidated Damages in the amount of five hundred dollars (\$500.00) for those damages suffered by the Owner as a result of delay for each and every calendar day that the Contractor has failed to complete any key milestone activity by its interim completion date or the established Completion date. The aforementioned Liquidated Damages are not a penalty, but rather are a pre-agreed liquidation of the losses incurred by the Owner due to failure of the Contractor to complete the Work on time.

1.08 SUBSTITUTIONS AND PRODUCT OPTIONS

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

1.09 SURVEY

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

PART 2- PRODUCTS

Not Used

PART 3- EXECUTION

Not Used

END OF SECTION 01100

SECTION 01290

PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED REQUIREMENTS

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

1.2 SUMMARY

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

1.3 APPLICATION FOR PAYMENT

A. General

1. Progress payments shall be applied for and made as the construction of the Work proceeds at intervals stated in the Contract. The Contractor will provide, to the Owner a "draft" copy of his/her Application for Payment on the 25th day of the month, or the closest workday should the 25th day fall on a weekend or holiday. This provides an opportunity to discuss figures (Schedule of Values) before they become "fixed", and will expedite the processing of the final typed Application when the Owner receives it.
2. Formal Applications for Payment shall be submitted to the Owner by close of business on the 1st day of the succeeding month, or the closest work day should the 1st day fall on a weekend or holiday of the month. The Application and Certificate for Payment will be processed, by the Owner, thirty (30) calendar days from the day that the Contractor submits the final Application and Certificate for Payment, except if that day should fall on a weekend or holiday in which case payment shall be made on the next succeeding work day.
3. All information required on the Application for Payment shall be provided and filled in, including that for Change Orders executed prior to the date of submittal of the Application. Summary of dollar values must agree with respective totals indicated on continuation sheets.
4. Each Application for Payment shall be consistent with previous Applications as approved by and paid for by the Owner.
5. All Work covered by Progress Payments shall, at the time of payment, become the property of the Owner.
6. Form of Application for Payment will be AIA Document G 702 revised, and Continuation Sheets G 703.
7. All formal Applications for Payment shall be submitted in duplicate to the Owner by means ensuring receipt within twenty-four (24) hours. Itemized Applications and supporting documents shall be submitted with a complete transmittal form listing attachments, and recording appropriate information related to the Application in a manner acceptable to the

Owner. Itemized data and format provided on continuation sheets shall include schedules, line items, values as stipulated in the Schedule of Values as accepted by the Owner.

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

B. Waivers and Mechanics Liens

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

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

C. Initial (First) Monthly Application for Payment

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

D. Application for Payment at Substantial Completion

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

E. Final Application for Payment

1. Administrative actions and submittals that shall precede or coincide with this final Application for Payment shall include, but not be limited to and as may be determined by the Owner, the following:
 - a. Completion of Project Closeout requirements.
 - b. Completion of items specified for completion after Substantial Completion.
 - c. Prepare and submit to the Owner a list of unsettled claims, as may be applicable.
 - d. Transmit to the Owner all required project records including permit drawings, as constructed drawings both on hard copy and in electronic format.

- e. Provide to the Owner evidence that all requisite taxes, fees and similar obligations have been paid in full.
- f. Removal of all temporary facilities and services.
- g. Removal of all surplus materials, rubbish and similar elements.

PART 2 - PRODUCTS

Not Used

PART 3 – EXECUTION

Not Used

END OF SECTION 01290

SECTION 01300

REGULATORY REQUIREMENTS

PART 1 – GENERAL

1.01 RELATED REQUIREMENTS

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

1.02 CODES, AUTHORITIES, REGULATORY AGENCIES, AND INDUSTRY REFERENCES

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

1.04 PERMITTING

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

1.05 INSPECTION AND CERTIFICATIONS

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

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

1.06 PERFORMANCE

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

PART 2 – PRODUCTS

Not Used.

PART 3 – EXECUTION

Not Used.

END OF SECTION 01300

SECTION 01310

PROJECT MANAGEMENT AND COORDINATION

PART 1 – GENERAL

1.01 REQUIREMENTS INCLUDED

- A. The Contractor shall comply with and be responsible for all of the requirements of the Project Manual and the Construction Contract Documents, without exception
- B. Contractor shall be responsible for general project coordination of all construction phases and aspects, trades and disciplines of the Work of the Project.
- C. Contractor shall be responsible for general coordination of all construction site operations and with other improvement projects that may be conducted by the Owner.
- D. Contractor shall be responsible for general coordination with other interested parties including, but not limited to, SCDOT, SCDHEC, Frontier, Dominion Gas, Town of Andrews, USACE, Owner and other Contractors working on abutter property projects, and all involved permitting authorities.

1.02 RELATED REQUIREMENTS

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

1.03 GENERAL COORDINATION

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

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

1.04 COORDINATION MEETINGS

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

1.05 COORDINATION OF SUBMITTALS

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

PART 2 – PRODUCTS

Not Used

PART 3 – EXECUTION

Not Used.

END OF SECTION 01310

SECTION 01315

PROGRESS MEETINGS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

1.3 PROGRESS MEETINGS

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

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01315

SECTION 01320

CONSTRUCTION PROGRESS AND DOCUMENTATION

PART 1 - GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Schedule for Submittals
- B. Scheduling Personnel (NIC)
- C. Contract Milestones
- D. Submittal Schedule
- E. Material Procurement Schedule
- F. Construction Activities Schedule
- G. Construction Activities Schedule Revisions and Updates
- H. Short Interval Schedule
- I. Adjustments of Time for Completion

1.02 RELATED REQUIREMENTS

- A. Division 0, Bidding and Contract Documents in the Project Manual, more specifically Section 00750, Summary Schedule and Key Milestones apply to this Section.
- B. Division 1, General Requirements in the Project Manual, more specifically Section 01100, Summary of Work, Section 01330, Submittal Procedures and Section 01770, Close Out Procedures apply to this Section.

1.03 SCHEDULE FOR SUBMITTALS

- A. Allow ten (10) calendar days for review and turnaround of any submittals as may be required in the Drawings and / or Technical Specifications. All required Submittals shall be forwarded directly to the Architect / Engineer of record with sufficient time to allow for review, approval, fabrication and delivery to support the Schedule as outlined. Copy of the transmittal only must be sent to the Owner.
- B. The Contractor shall submit the following as may be appropriate and acceptable to the Owner:
 - 1. Schedule of Submittals and Product Data: To be submitted within ten (10) calendar days from Notice to Proceed (NTP). Schedule shall show submittals commencing within ten (10) calendar days from NTP and completing within sixty (60) calendar days from NTP.
 - 2. Material Procurement Schedule: To be submitted within ten (10) calendar days from NTP.
 - 3. Construction Activities Schedule: To be submitted within ten (10) calendar days from NTP.
 - 4. Short Interval Schedule: To be submitted within seven (7) calendar days from NTP.
 - 5. Inspection and Material Testing Schedule: To be submitted within twenty-one (21) calendar days from NTP.

1.04 SCHEDULING PERSONNEL

- A. Not Included (NIC)

1.05 CONTRACT MILESTONES

- A. Key Milestones developed by the Owner and provided for in Division 0, Section 00750, Summary Schedule and Key Milestones in the Project Manual, are to be incorporated into the Contractor's Construction Schedule.
- B. Key Milestones: Key Contract Milestones (the "Milestones") are significant interim dates on the Critical Path of the Work and within the Contract Time at which certain portions of the Work must be either partially or totally complete in order for the Work to be in compliance with the Contract Documents
- C. Identify all Milestones in the Schedule Submittals, whether or not the Owner has identified those dates in the Bidding and Contract Documents.
- D. Milestones will be clearly identified in all Contractor submitted schedules and will serve as an essential instrument of measurement, by the Owner, of the Contractor's compliance with the Contract Documents.
- E. Failure by the Contractor to achieve Milestones by the Contract Dates may result in Owner implementing contractual remedies, as required, in order to regain the Contract Schedule.

1.06 SUBMITTAL SCHEDULE

- A. Within ten (10) calendar days after NTP, develop and submit a Schedule of Submittals on a form acceptable to the Owner. At a minimum, the Submittal Schedule shall be in the form of: (i) a hard copy; and, (ii) an electronic version (PDF) to be approved by the Owner.
- B. Incorporate all submittals required by the Contract Documents for the duration of the Contract Time.
- C. Integrate the Submittal Schedule into the Contract Schedule and link material and equipment deliveries as appropriate to construction work activities.
- D. Submit status of the Submittal Schedule with the monthly Contract Schedule Status Submission.
- E. Indicate changes from the previous report with an asterisk.
- F. The Owner's review of the Submittal Schedule does not constitute it to be a complete listing of all submittals required by the Contract.

1.07 MATERIAL PROCUREMENT SCHEDULE

- A. Within ten (10) calendar days after the NTP, develop and submit a Material Procurement Schedule on a form acceptable to the Owner. At a minimum, the Submittal Schedule shall be in the form of (i) a hard copy and (ii) an electronic version (PDF) to be approved by the Owner.
- B. Incorporate all material required by the Contract Documents for the duration of the Contract Time.
- C. Integrate the Material Procurement Schedule with the Schedule of Submittals and the Contract Schedule.
- D. Review the Material Procurement Schedule at the weekly scheduled Construction Progress Meeting.
- E. Submit status of the Material Procurement Schedule with the monthly Contract Schedule Status Submission.
- F. Indicate changes from the previous report with an asterisk.

1.08 CONSTRUCTION ACTIVITIES SCHEDULE

- A. Within ten (10) calendar days following NTP and prior to submission of the first Application for Payment, submit the Construction Activities Schedule (Project Schedule) both in (i) a hard copy and (ii) electronic version (PDF). The Project Schedule shall employ the Critical Path Method (CPM) and may utilize Microsoft Project or equal.

- B. Incorporate all Key Milestones as designated by the Owner in the Contract Documents, Division 0, Section 00750, as well as other Milestones the Contractor identifies as significant points in time.
- C. At a minimum, the Construction Activities Schedule (Project Schedule) shall include the following:
1. A computer-generated bar chart, based upon the CPM logic, organized by discipline and resource and sorted by early start, early finish.
 2. No work activity shall exceed fifteen (15) working days in duration, unless agreed upon by the Owner.
 3. Each activity shall be cost loaded to reflect the estimated value of performing the work. Activity cost shall consist of the sum of labor, materials, equipment, supervision and allocated overhead. The sum of all activity cost shall equal the Contract Sum.
 4. All Milestones, submittal dates and completion dates for all shop drawing activities, material procurement, fabrication and delivery dates shall be in support of the Construction Activities Schedule. Anticipated types and durations of usage for major equipment, and any other scheduling data relevant to the Work shall be included.
 5. Activities required for Project Closeout shall include appropriate activities for obtaining Substantial Completion, Punch List, Punch Work, Final Inspections (including pre-inspections and system checkouts), Closeout Submittals (Certificates, Warranties, Manuals, Release of Liens, As-Constructed drawings etc.). Show Milestones for Substantial Completion, Temporary Certificate of Occupancy (where appropriate), Certificate of Occupancy, and Final Completion.
 6. Weather conditions, such as high or low ambient temperatures, wind, and/or precipitation, can influence progress of the work shall be considered and allowed for in the planning and scheduling of work. This is to ensure completion of the work within the Contract time. Weather conditions shall be determined by an assessment of average historical climatic conditions based upon the preceding ten (10) year records published for the locality by the U.S. Weather Bureau Service. Weather must be unusually severe and beyond the 10 year average to even be considered as having impacted the Project Schedule.
 7. The Project Schedule shall indicate holidays and any non-work days applicable to the schedule.
- D. Joint Review, Revision, and Acceptance of the Construction Activities Schedule:
1. Within five (5) calendar days of receipt of Contractor's proposed Construction Activities Schedule (Project Schedule), the Owner and the Contractor shall meet for joint review of the Project Schedule to address corrections or adjustments needed. Any areas that conflict with timely completion of the Work of the Project shall be subject to revision by the Contractor at no cost to the Owner.
 2. Within five (5) calendar days after joint review, the Contractor shall revise and resubmit the Project Schedule in accordance with agreements reached during review. Within five (5) calendar days of resubmission of the revised proposed Project Schedule, the Owner and Contractor shall again meet for joint review.
 3. Any areas of the schedule still not in compliance shall be corrected and the Project Schedule resubmitted for acceptance within three (3) calendar days of the joint review.
 4. If the Contractor fails to define any element of work, activity or logic, and the Owner's review does not detect this error or omission, such error or omission when

discovered shall be corrected at the next monthly update without change to Contract Time, and at no cost to the Owner.

5. If the Owner questions Contractor's proposed logic, activity duration or cost, Contractor shall provide satisfactory revisions or adequate justification, within five (5) calendar days of receipt of written request. Any changes to the Project Schedule shall be at the Contractor's sole cost and expense.
- E. The Project Schedule shall become the basis for tracking and measuring progress once the Owner has provided written acceptance of the Contractor's submittal. Acceptance of the Project Schedule by the Owner does not relieve Contractor of any responsibilities for the accuracy or feasibility of the schedule, or the Contractor's ability to meet Substantial Completion, Contract Completion and/or Key Milestones – Intermediate dates. Also, acceptance does not warrant, acknowledge or admit the reasonableness of logic, activity duration or cost loading of the Project Schedule.

1.09 CONSTRUCTION ACTIVITIES SCHEDULE REVISIONS AND UPDATES

- A. The Construction Activities Schedule (Project Schedule) shall be updated monthly to show progress and submitted for the Owner's review. The Contractor shall provide the updated Project Schedule with each payment application. This shall include two (2) schedule hard copies and reports along with one electronic version using Microsoft Project or equal software. Non-submittal of the update will be grounds to withhold the Application for Payment.
- B. Updating of the Project Schedule to reflect actual progress shall not be considered revisions to the Schedule. The accepted Project Schedule cannot be changed (revised) without review and acceptance, by the Owner of the Contractor's proposed change.
- C. After the monthly Schedule Update, if the Project Schedule no longer represents actual progress of the Work, Contractor shall revise the Project Schedule to properly reflect progress and resubmit to the Owner. Any costs determined as a product of the Schedule Update shall be borne solely by the Contractor
- D. If Contractor desires to make changes in the Project Schedule to reflect revisions in method(s) of operating and scheduling of Work, Contractor shall notify the Owner in writing, stating the reason for the proposed revision. After the Owner accepts the proposed revision, the Contractor shall implement the revision within three (3) calendar days and submit the Project Schedule to the Owner for review and final approval. Any costs determined as a product of the Project Schedule changes shall be borne solely by the Contractor
- E. In addition, revisions to the Project Schedule that are requested by the Owner shall be made by the Contractor within three (3) calendar days of the requested revision.
- F. All revisions to the Project Schedule shall be identified by an appropriate activity code. The Contractor shall submit the proposed code structure to the Owner for approval. Approval of the codes and requested revision(s) are required prior to revising the accepted Project Schedule.
- G. If the Contractor defaults by failing to submit a Project Schedule, or provide the required updates or revisions, the Owner reserves the right to prepare the Project Schedule, update, or revision back charging the Contractor for the cost of this work. In such an event:
 1. The Owner will request the Contractor's participation in the development of the Project Schedule, update or revision to assure the Project Schedule produced accurately reflects Contract requirements and progress of the Work. The Contractor shall respond and participate in this effort within three (3) calendar days of the Owners request.

2. If the Contractor refuses to participate or cooperate with the Owner, then the Owner will develop the status of the Project Schedule to the best of its ability with the information available.
3. Whether the Contractor participates or not, the Project Schedule shall be issued for the use of a unilateral Change Order to the Contract as may be appropriate and determined by the Owner.

1.10 SHORT INTERVAL SCHEDULE

- A. Within seven (7) calendar days from receipt of Notice to Proceed (NTP) the Contractor shall submit to the Owner a Short Interval Schedule.
- B. The Short Interval Schedule shall be a time-scaled, hand-drawn or computer generated schedule and be consistent with the timing and sequencing of the Construction Activities Schedule (Project Schedule). It is not required to be in a CPM format.
- C. The Short Interval Schedule shall depict all activities planned to occur within the next four (4) weeks from the data date and show status for activities, which have occurred within the prior one (1) week from the data date.
 1. Generally, no activity presented in the Short Interval Schedule shall have a duration greater than five (5) working days.
 2. The Owner, from time to time, may require the Contractor to further define activities on the Short Interval Schedule that have a duration greater than one (1) day.
- D. The Contractor shall update the Short Interval Schedule at a minimum of once a week for the duration of the project. It shall be submitted to the Owner at regularly scheduled Progress and Coordination meetings. The data date shall be within one (1) workday of the aforesaid meeting.
- E. The Short Interval Schedule shall be utilized with Contractor's prime and sub-contractors and other project parties for the near term coordination of the Work.
- F. All Milestones identified in the Contract and scheduled to take place within the calendar time frame of the Short Interval Schedule shall be included in the Schedule.

1.11 ADJUSTMENT OF TIME FOR COMPLETION

- A. Time for Completion will be adjusted only in accordance with this Clause and the Contract Documents.
- B. Any request for adjustment of time for completion because of changes or alleged delays shall be accompanied by a complete and comprehensive **Time Impact Analysis Proposal**, which shall be submitted for approval within five (5) calendar days of the event causing delay. Failure to provide the proper notice within this time frame shall be construed as the Contractor's acceptance that the event causing delay can be absorbed into the Construction Activities Schedule (Project Schedule) without causing a delay to the project completion or any Key Contract milestone date.
- C. Each **Time Impact Analysis Proposal** shall provide information justifying the request and stating the extent of the adjustment requested. Each Analysis shall be in a form and content acceptable to the Owner and shall include, but not be limited to, the general information set forth in this section appropriate to the type of request (change or alleged delay) including the following:
 1. A fragnet (a detailed sub-level schedule) CPM Schedule illustrating how Contractor proposes to have the change or alleged delay incorporated into the current Updated Project Schedule.
 2. Identification of activities in current updated Project Schedule, which are proposed to be amended due to the change or alleged delay, together with engineering estimates and other appropriate data justifying the proposal.

3. **Time Impact Analysis Proposals** shall be based upon the dates when the change or changes were issued, or dates when alleged delay or delays began, status of work at that time, and shall include time computations for affected activities.
4. Activity delays shall not automatically mean that an extension of the Contract Time is warranted or due to the Contractor. *It is the Owner's intention to own and control all float time indicated in the Project CPM Schedule.*
5. Contract Time Extensions or Key Contract Milestone Adjustments will only be considered when a Critical Path activity or activities are affected and a resulting delay extends the Contract Completion Date or Key Contract Milestone date(s).
6. Adjustment of a Key Contract Milestone date(s) may not necessarily result in an adjustment to the Contract Completion Date.
7. As an alternative to extending the Contract Completion Date or adjusting Key Contract Milestones, the Owner may require the Contractor to adjust the Project Schedule. This shall be accomplished by revising logic, adding resources, working crews on overtime, working additional shifts, and any other mitigating measures that the Owner determines is in the best interest of the project and the Public. Contractor agrees to fully cooperate with the Owner in finding the most effective (least cost) means to accomplish this task when requested.
8. Should the Owner find, after review of the **Time Impact Analysis**, that the Contractor is entitled to an extension of time for completion, the time extension for completion will be considered for approval by the Owner.
9. **Time Impact Analysis** related to Change Order Work and/or Contract Time Extensions shall be incorporated into and attached to the applicable Change Order to be prepared by the Owner.

1.12 RAIN DELAYS

Rain Day: For rain delays, the Contractor shall be entitled to a one day extension of time for each day in any given month that the actual rain days measured at Georgetown South Carolina (NOAA Station 383470), or an otherwise mutually agreed upon location, exceed the NOAA average monthly rainfall for the month (rounded to the day). In order to qualify as a rain day, there must be at least one-hundredth of an inch precipitation on the date in question. The average number of days (rounded to the full day) in each month receiving one-hundredth of an inch or more of rain in Georgetown, South Carolina, according to NOAA are as follows:

Month	Days
January	10
February	8
March	9
April	7
May	8
June	10

Month	Days
July	11
August	12
September	10
October	6
November	8
December	9

The rain gauge (NOAA 383470), or an otherwise mutually agreed upon location, shall be used as the determinate for daily rain measurement. The Contractor shall submit any request for rain days by the tenth day of the following month. Rain and weather delay extensions of time are non-compensable delays and the Contractor shall be entitled to no additional compensation as consequence of rain and weather related extensions hereunder.

END OF SECTION 01320

SECTION 01331

SCHEDULE OF VALUES

PART 1 – GENERAL

1.01 RELATED REQUIREMENTS

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

1.02 FORM AND CONTENT

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

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

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

1.03 SUB-SCHEDULE OF UNIT MATERIAL VALUES

A. Not Included (NIC)

1.04 RESUBMITTAL

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

1.05 MATERIALS STORED OFF - SITE

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

PART 2 - PRODUCTS

Not Used

PART 3 – EXECUTION

Not Used

END OF SECTION 01331

SECTION 01410

TESTING LABORATORY SERVICES

PART 1 – GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Unless required by a Section of the Technical Specifications, the Contractor shall employ and pay for the services of an Independent Testing Laboratory to perform specified testing of work and materials at the Project Site or at point of manufacture.
 - 1. Contractor shall cooperate with the testing laboratory to facilitate the execution of its required services.
 - 2. Contractor shall incorporate recommendations from Owner's testing results. Obtain testing prior to Owner's testing as necessary. Owner's testing shall not be a substitute for contractor's own Quality Control measures but, rather, a measure of Quality Assurance (QA).
- B. The Contractor shall comply with and be responsible for all of the requirements of the Project Manual, without exception.

1.02 RELATED REQUIREMENTS

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

1.03 QUALIFICATIONS OF LABORATORY

- A. Meet "Recommended Requirements for Independent Laboratory Qualification," published by American Council of Independent Laboratories.
- B. Comply with the following requirements:
 - 1. ANSI/ASTM D3740: Practice for Evaluation of Agencies Engaged in Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction.
 - 2. ANSI/ASTM E329: Standard Recommended Practice for Inspection and Testing for Concrete, Steel, and Bituminous Materials as Used in Construction.
- C. Authorized to operate in the State of South Carolina
- D. Submit copy of report of inspection of facilities made by Materials Reference Laboratory of National Bureau of Standards during the most recent tour of inspection, with memorandum of remedies of any deficiencies reported by the inspection.

- E. Testing Equipment:
 - 1. Calibrated at reasonable intervals by devices of accuracy traceable to either:
 - a. National Bureau of Standards.
 - b. Accepted values of natural physical constants.
- F. Employment of testing laboratory shall in no way relieve Contractor of obligation to perform Work in accordance with requirements of Construction Contract Documents.
- G. Failure on part of Owner to make any tests of materials shall in no way relieve the Contractor of responsibility of furnishing materials or performing work conforming to the Construction Contract Documents.

1.04 LABORATORY DUTIES

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

1.05 LIMITATIONS OF AUTHORITY OF TESTING LABORATORY

- A. Laboratory is not authorized to:
 - 1. Release, revoke, alter or enlarge on requirements of Contract Documents.

2. Approve or accept any portion of the Work.
3. Perform any duties of the Contractor.
4. Stop the Work.

1.06 CONTRACTOR'S RESPONSIBILITIES

- A. Cooperate, together with laboratory personnel, will provide access to the point/location of the Work, and to manufacturer's operations.
- B. Secure and deliver to laboratory at designated location(s) adequate quantities of representational material proposed to be used and which require testing together with applicable proposed design mixes.
- C. Provide to the laboratory the preliminary design mix proposed to be used for concrete, and other material mixes which required control by the testing laboratory.
- D. Furnish copies of Products test reports to the Owner as required.
- E. Furnish incidental labor and facilities:
 1. To provide access to Work to be tested.
 2. To obtain and handle samples at the Project Site or at the source of the product to be tested.
 3. To facilitate inspections and tests.
 4. For storage and curing of test samples.
- F. Notify laboratory twelve (12) hours in advance of operations to allow for laboratory assignment of personnel and scheduling of tests.
 1. When tests or inspections cannot be performed after such notice, reimburse Owner for laboratory personnel and travel expenses incurred due to Contractor's negligence on inability to perform the Work at the scheduled time.
- G. Make arrangements with laboratory and pay for services to perform inspections, sampling and testing required:
 1. For the Contractor's convenience.
 2. When the initial tests or inspections indicate Work does not comply with Contract Documents (i.e., re-tests).

1.07 SOURCE OF MATERIALS

- A. Source of supply of each of materials required shall be acceptable to the Owner and before delivery is started.
- B. Representative samples shall be submitted for inspection or tests.
- C. Results obtained from testing samples will be used for preliminary approval, but will not be used as final acceptance of materials.
- D. The Owner may test materials proposed to be used at any time during preparation and use.
- E. If it is found that sources of supply, which have been approved, do not furnish product of uniform quality, or if product from any source proves unacceptable at any time, Contractor

shall furnish approved material from another source without additional cost to Owner or delay in completion date.

1.08 IDENTIFICATION

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

1.09 MATERIAL STORAGE

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

1.10 SCHEDULE OF INSPECTIONS AND TESTS

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

PART 2 – PRODUCTS

Not Used.

PART 3 – EXECUTION

Not Used.

END OF SECTION 01410

SECTION 01510

TEMPORARY CONSTRUCTION CONTROLS

PART 1- GENERAL

1.01 REQUIREMENTS INCLUDED

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

1.02 RELATED REQUIREMENTS

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

1.03 CONSTRUCTION SITE CLEANING

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

1.04 DUST CONTROL

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

1.05 EROSION AND SEDIMENT CONTROL

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

1.06 POLLUTION CONTROL

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

1.07 WATER CONTROL

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

1.08 EARTH CONTROL

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

PART 2 – PRODUCTS

Not Used

PART 3 – EXECUTIONS

3.01 REMOVAL

- A. Contractor shall, at his/her sole cost, remove temporary construction controls at completion of Work or as required by the SCDHEC / OCRM.

END OF SECTION 01510

SECTION 01563

HANDLING OF INCIDENTAL FUEL SPILLAGE DURING CONSTRUCTION

PART 1 – GENERAL

1.01 RELATED REQUIREMENTS

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

1.02 SCOPE

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

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

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

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

1.03 APPLICABLE CODES

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

PART 2 – PRODUCTS

2.01 ABSORBENT MATERIALS

Contractor shall equip crews and/or provide machinery with the most efficient type of petroleum absorbent materials. These materials are available at petroleum equipment suppliers and must be readily accessible so that spillages can be quickly contained and prevented from becoming greater incidents. Fiber material, sand or cat litter may be used as an absorbent material. Sufficient quantity of absorbent material capable of absorbing up to 25 gallons of petroleum fuel products shall be stocked at the job site at all times.

PART 3 - EXECUTION

3.01 PROCEDURES

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

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

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

STEP 1:

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

STEP 2:

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

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

STEP 3:

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

Name of Company (Contractor)

Contract or Project No.:

Location of origin:

Type of contents:

Type of containment:

Quantity: (e.g. 1 of 1)

Date:

Containerized by:

Labeled by:

END OF SECTION 01563

SECTION 01570

TRAFFIC REGULATION

PART 1 – GENERAL

1.01 REQUIREMENTS INCLUDED

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

1.02 RELATED WORK

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

1.03 PUBLIC SAFETY AND CONVENIENCE

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

1.04 LANE CLOSURE RESTRICTIONS

Contractor shall be responsible to verify, with the SCDOT District Traffic Engineer, lane closure restriction hours. There are no restrictions on lane closures during the summer recess period for schools in the area which occurs June to August 2023.

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

1.05 TRAFFIC CONTROLS AND SIGNALS

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

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

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

1.06 HAUL ROUTES

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

1.07 EQUIPMENT STORAGE

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

1.08 FLARES AND LIGHTS

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

PART 2 – PRODUCTS

2.01 SIGNS, SIGNALS AND DEVICES

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

PART 3 – EXECUTION

3.01 REMOVAL

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

END OF SECTION 01570

SECTION 01700

EXECUTION REQUIREMENTS

1.01 REQUIREMENTS INCLUDED

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

1.02 RELATED REQUIREMENTS

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

1.03 CONTROLS

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

1.04 QUALIFICATIONS OF SURVEYOR OR ENGINEER

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

1.05 SURVEY REFERENCE POINTS

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

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

1.06 PROJECT LAYOUT REQUIREMENTS

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

1.07 SUBMITTALS AND DOCUMENTS

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

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

PART 2 – PRODUCTS

Not Used

PART 3 – EXECUTION

Not Used

END OF SECTION 01700

SECTION 01770

CLOSEOUT PROCEDURES

PART 1 – GENERAL

1.01 REQUIREMENTS INCLUDED

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

1.02 RELATED REQUIREMENTS

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

1.03 DAMAGES

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

1.04 PHASED COMPLETION

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

1.05 SUBSTANTIAL COMPLETION

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

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

1.06 FINAL COMPLETION

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

be charged against the Contractor as defined and explained in Section 01100, Summary of Work

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

1.07 CLOSEOUT SUBMITTALS

- A. Project Record (Permit) Documents, in accordance with Section 01781
- B. Warranties and Bonds, in accordance with Section 01790.
- C. Certificate of Insurance for Products and Completed Operations.

1.08 EVIDENCE OF PAYMENTS AND RELEASE OF LIENS

- A. Contractor’s Affidavit of release of Liens.
 1. Consent of Surety to Final Payment. Use form acceptable to the Owner
 2. Contractor’s Release or Waiver of Liens. Standard Form “Affidavit and Partial Lien Waiver”. Use form acceptable to Owner.

3. Separate releases of waivers of liens from prime and subcontractors, suppliers and others with lien rights against property of the Owner together with a list of those parties, in accordance with Standard Form "Affidavit and Final Lien Waiver". Use form acceptable to Owner.

B. All submittals shall be duly executed before delivery to the Owner.

1.09 FINAL ADJUSTMENT OF ACCOUNTS

A. Submit a final Statement of accounting to the Owner.

B. Statement shall reflect all adjustments to the Contract Sum:

1. The original Contract Sum.
2. Additions and deductions resulting from:
 - a. Previous Change Orders.
 - b. Allowances.
 - c. Unit Prices.
 - d. Deductions for uncorrected Work.
 - e. Deductions for liquidated damages.
 - f. Other adjustments.
3. Total Contract Sum, as adjusted.
4. Previous payments.
5. Sum remaining due.

C. The Owner will prepare a final Change Order reflecting approved adjustments to the Contract Sum, which were not previously made by Change Orders.

1.10 FINAL APPLICATION FOR PAYMENT

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

1.11 ADDITIONAL ADJUSTMENT

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

1.12 POST-CONSTRUCTION INSPECTION

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

B. The Owner will notify the Contractor, in writing, of any observed deficiencies.

C. Contractor shall contact the Owner to arrange convenient time and establish schedule for correction of deficiencies.

PART 2 – PRODUCTS

Not Used

PART 3 – EXECUTION

Not Used

END OF SECTION 01770

SECTION 01790

WARRANTIES AND BONDS

PART 1 - GENERAL

1.01 RELATED REQUIREMENTS

- A. Division 0, Bidding and Contract Documents of the Project Manual without exception.
- B. Division 1, General Requirements of the Project Manual without exception.
- C. Approved Technical Specifications, See Division 2, as applicable and required.

1.02 SUMMARY

- A. This Section specifies general administrative and procedural requirements for warranties and bonds required by the Construction Contract Documents, including manufacturer's standard warranties on products and special warranties.
 - 1. Refer to the applicable requirements of Division 0 and Division 1 for Contractor's special warranty of workmanship and materials.
 - 2. General closeout requirements are included in Section 01770, Closeout Procedures.
 - 3. Specific requirements for warranties for the Work and products and installations that are specified to be warranted, are included in the individual and applicable Sections of the Technical Specifications.
 - 4. Certifications and other commitments and agreements for continuing services to the Owner, Georgetown County, South Carolina are specified elsewhere in the Construction Contract Documents.
- B. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products.

1.03 WARRANTY REQUIREMENTS

- A. Related Damages and Losses: When correcting warranted Work that has failed, remove and replace other Work that has been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted Work.
- B. Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.
- C. Replacement Cost: Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of the Construction Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the Owner has benefited from use of the Work through a portion of its anticipated useful service life.
- D. Owner Recourse: Written warranties made to the Owner are in addition to implied warranties, and shall not limit the duties, obligations, rights and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations on time in which the Owner can enforce such other duties, obligations, rights, or remedies.

- E. Rejection of Warranties: The Owner reserves the right to reject warranties and to limit selections to products with warranties not in conflict with requirements of the Construction Contract Documents.
- F. The Owner reserves the right to refuse to accept Work for the Project where a special warranty, certification, or similar commitment is required on such Work or part of the Work, until evidence is presented that entities required to counter sign such commitments are willing to do so.

1.04 SUBMITTALS

- A Submit written warranties to the Owner prior to the date certified for Substantial Completion. If the Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion for the Work, or a designated portion of the Work, submit written warranties upon request of the Owner.
- B When a designated portion of the Work is completed and occupied or used by the Owner by separate agreement with the Contractor during the construction period, submit properly executed warranties to the Owner within ten (10) calendar days of completion of that designated portion of the Work.
- C When a special warranty is required to be executed by the Contractor, or the prime and a subcontractor, supplier or manufacturer prepare a written document that contains appropriate terms and identification, ready for execution by the required parties, Contractor shall submit a draft to the Owner for approval prior to final execution.
- D Form of Submittal: At Final Completion, the Contractor shall compile two (2) copies of each required warranty and bond properly executed by the Contractor, or by the prime, subcontractor, supplier, or manufacturer. Organize the warranty documents into an orderly sequence based on the table of contents of the Project Manual.
- E Bind warranties and bonds in heavy-duty, commercial quality, durable 3-ring vinyl covered loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2" by 11" paper.
- F Provide heavy paper dividers with celluloid covered tabs for each separate warranty. Mark the tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product, and the name, address and telephone number of the installer.
- G Identify each binder on the front and the spine with the typed or printed title "WARRANTIES AND BONDS, the Project title or name and location, Owner RFP / Bid number and the name of the Contractor.
- H When operating and maintenance manuals are required for warranted construction, provide additional copies of each required warranty, as necessary, for inclusion in each required manual.

END OF SECTION 01790

END OF PROJECT MANUAL, VOLUME 1