

*Technical Specifications*  
*for*  
**GODLEY MORRIS BOULEVARD IMPROVEMENTS**  
September 2011

2010D008

prepared by:



**DAVIS & BROWN**

ENGINEERING • ENVIRONMENTAL • O&M SERVICES

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Godley Morris Boulevard Improvements – September 2011

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**PERMITS:**

SCDOT ENCROACHMENT PERMIT
(NOI) FOR STORMWATER DISCHARGES

**COUNTY OF FLORENCE, SOUTH CAROLINA  
INVITATION-TO-BID #05-11/12**

Written sealed bids for the **Godley Morris Park Paving and Turn Lane Construction** project will be opened by Florence County (hereinafter called the Owner) at 180 N. Irby Street, City-County Complex, Room B-5 Procurement Offices, Florence, South Carolina at **2:00 p.m. (ET) Tuesday, October 18, 2011**. At that time and place, sealed bids will be publicly opened and bids read aloud.

Qualified General Contractors, licensed to do business in South Carolina, may obtain a copy of the drawings and specifications from the office of Florence County Procurement upon deposit of the sum of Thirty and No/100 (\$30.00) Dollars per set, which is non-refundable. When requesting project documents, provide the following information about your company: Mailing address, street (UPS) address, telephone number, and fax number (if applicable).

**A mandatory pre-bid conference will be held on Thursday, October 6, 2011 at 11:00AM at the City-County Complex, 180 North Irby Street, County Council Chambers, Room 803.**

**The project work will be at the Godley Morris Commerce Park located in Lake City, South Carolina.**

Sealed bids must be submitted in a sealed envelope and clearly marked as **Invitation to Bid #5-11/12-Godley Morris Park Paving and Turn Lane Construction Project** to the following address:

**Florence County Procurement  
City-County Complex, MSC-R  
180 N. Irby Street; Room B-5  
Florence, SC 29501  
(843) 665-3018**

Bidder must be a South Carolina licensed general contractor as required in 1976, Chapter 11, Sections 40-11-10 through 40-11-428).

Sealed bids **MUST** be in the actual possession of the Florence County Procurement Department on or before the exact time and date indicated above. Bids received after the published time and date shall not be opened and shall be disqualified and returned unopened to sender. Florence County shall not be responsible for late delivery of bids.

Each responder, by submission of a bid, agrees to each and every term and condition set forth within this Invitation to Bid and associated Project Documents, including any addendum that may be issued, and to be bound thereby.

All bids and supporting documents will be retained by Florence County for a period of one hundred twenty (120) days from the date the bids are opened, and no bid shall be received, nor shall any responder be allowed to withdraw a bid after the opening hour commences.

Florence County reserves the right to accept or reject, in whole or in part, any and all responses as appears in its judgment to be in the best interests of the County, or to waive any and all technicalities and informalities in determining the action of each proposal.

**ADVERTISED:**

**MORNING NEWS  
SUNDAY, September 25, 2011**

**SCBO  
MONDAY, September 26, 2011**

## INSTRUCTIONS TO RESPONDERS

### 1) RECEIPT AND OPENING OF SEALED BIDS:

- a) Sealed bids will be received and opened as specified in this Invitation-To-Bid document.
- b) The Owner will consider as non-responsive any bid not prepared and submitted in accordance with the provisions hereof and may waive any informality or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 120 days after the actual date of the opening thereof or as provided for in the bid documents whichever is later.

### 2) PREPARATION OF BID:

- a) All bids will be evaluated in accordance with procedures and specifications contained herein and Florence County Code. The responsiveness to same determined in accordance to the instructions and criteria in this document. Any bid not providing sufficient information and documentation to comply with the Invitation-To-Bid Evaluation requirements will be considered non-responsive and removed from further consideration.
- b) A proposal shall be made in the official name of the firm or individual under which business is conducted (showing the official business address) and must be signed in ink by a person duly authorized to legally bind the person, partnership, company, or corporation submitting the proposal.
- c) All information requested of the bidder shall be entered in the appropriate spaces on the provided forms. If additional space is required, attach additional pages as needed within the sealed bid response.
- d) Bidders mailing their proposal must allow a sufficient mail delivery period to insure timely receipt of their proposal. Florence County is not responsible for proposals delayed by mail and/or delivery services of any nature. It is the bidder's sole responsibility to insure that all documents are received by person (or office) at the time indicated in the bid document. No facsimile or email submissions.
- e) Bidders must clearly mark as "Confidential" each part of their offer 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. Florence County reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against Florence County or his agents for its determination in this regard.
- f) All information shall be entered in ink or typewritten.
- g) All proposed costs shall be for all licenses, permits, taxes, labor, material, transportation, equipment and any other components/services that are required to complete the work embraced herein this Invitation-To-Bid document.

- h) If applicable, each bidder shall show the names, address and license number of any subcontractors and the scope of their work, which he may employ on the Project. Subcontractors will be required to comply with all applicable requirements of the Specifications. If applicable, each bid shall include the bidder's name, address and South Carolina Contractor's License Number. In South Carolina, where a mechanical contract amount to \$17,500 or more, the name and license number of the subcontractor, where bid is issued, shall also be shown. The license numbers shall be shown on the bid form proposal which will be enclosed in the sealed bid.
- i) Each bidder shall acknowledge receipt of all addenda by its submission of a bid. It shall be each bidder's responsibility to assure that all addenda have been received. No claim for failure to receive addenda will be considered.
- j) Each bid must be submitted in a sealed envelope, addressed to the Owner along with the name of the project for which the bid is submitted. The bidder shall also show his name and address, on the outside of the envelope. Failure to show the required information may result in rejection of the response and removal from further consideration. If forwarded by mail or carrier, the sealed envelope containing the bid must be enclosed in another outer envelope. Florence County shall not be responsible for unidentified proposals.

3) **BIDDER QUALIFICATIONS:**

- a) To be acceptable to the Owner, bidders must be skilled and/or licensed, if applicable, in the class of work on which they respond, and no bid will be considered from any bidder who is unable to show that he has actually performed considerable work of similar character to that on which he is bidding.

4) **BID SURETY REQUIREMENTS:**

- a) As discussed in the Bid Surety Requirement document contained herein, Bid Surety must accompany any and all responses submitted that contain estimated project costs exceeding twenty-five thousand dollars (\$25,000.00) Failure to satisfy this Bid Surety requirement will result in your bid being considered non-responsive and removed from further consideration for award of the subject contract. Bid Surety can be provided as discussed below.
- b) Bid Surety will not be required from firms that have been in business for five (5) consecutive years without filing for bankruptcy. A statement on the company's letterhead from the firm stating this qualification will replace the bid bond and must accompany the bid.
- c) For all bidders not meeting the criteria of "b" above, a deposit in the amount of five percent (5%) of the proposed total contract price shall accompany the bid. These deposits shall take the form of a certified check, cashier's check or bond executed by a corporate surety licensed under the laws of this state. The cashier's check or certified check shall be deposited to the County's account if the successful bidder fails to enter into the proposed contract within ten (10) days after the award. Bid deposits of unsuccessful bidders will be returned as soon as the contract is awarded.

**d) One of the above requirements must be met for your response to be considered.**

5) **EXECUTION OF CONTRACT:**

- a) The bidder to whom an award is made shall deliver to the County a certificate of insurance as discussed in **Item 9 below**. The County's issuance of a purchase order and/or verbal notification of such execution may serve as the official "Notice to Proceed". Bidders failing to enter the proposed

contract may be subject to Debarment and Suspension, as prescribed under Section 11-102 of the Florence County Code, from future consideration for award of contracts. Bidders failing to enter the proposed contract may result in claims against bonds.

6) LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT:

- a) The successful bidder, upon his failure or refusal to execute and deliver the contract required within ten (10) working days after he has received "Notice of Award", shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid. Forfeiture of guaranty under this section may result in the bidder being subjected to Debarment or Suspension, as prescribed under Section 11-102 of the Florence County Code, from future consideration for award of contracts.

7) TERM OF CONTRACT AND CONTRACT DOCUMENTS:

- a) The contract documents that will form the contract shall include:
  - The Complete Solicitation Document
  - All Addenda
  - The Successful Bidder's Submitted Bid Document
  - Notice of Award (Verbal or Written)
  - Purchase Order/Agreement/Contract
  - Insurance Certification

8) ORDER OF PRECEDENCE

- a) In the event of inconsistent or conflicting provision of this contract and referenced documents, the following descending order of precedence shall prevail: (1) Florence County Procurement Ordinance, as amended (2) Bid Announcement/Advertisement (3) Special Terms and Conditions, (4) Instructions to Responders and Vendor Agreements (5) Other provisions of the contract whether incorporated by reference or otherwise, and (6) the Specifications.

9) INSURANCE AND BONDS:

- a) Upon award of the contract or Purchase Order, the bidder shall maintain, throughout the performance of its obligations a policy of Worker's Compensation insurance with such limits as may be required by SC law, and a policy or policies of general liability insurance insuring against liability for injury to, and death of, persons and damage to, destruction of, property arising out of, or based upon, any act or omission of the bidder or any of its subcontractors or their respective officers, directors employees or agents. Such liability insurance shall have limits sufficient to cover any loss or potential loss resulting from this contract. Florence County must be listed as additional insured. The certificate must allow a minimum of a 30 day written notice of cancellation. Bidder shall provide a Certificate of Insurance to the Florence County Procurement offices prior to start of work.

10) EXAMINATION OF PROJECT'S WORK SITES:

- a) Each of the bidders shall fully familiarize itself with the conditions relating to the bid to insure complete understanding of all the details involved. The bidder shall satisfy itself as to the actual requirements of the bid by personal examination of its location or other means, so as to enable the bidder to make an informed bid. Failure to do so shall not relieve the successful bidder of its obligation to furnish all materials, products, and/or labor necessary to complete the provision of the awarded contract. and failure to do so may result in the claims against bonds. No allowance will be made for any claims that a bid and/or response was based on incomplete information as to the nature and character of the sites and of the work involved.

11) INTERPRETATIONS OF PLANS AND SPECIFICATIONS:

- a) No binding interpretation of the meaning of the Documents or any questions relating to the bid will be made to any bidder orally prior to the receipt of bids. Any request for such interpretation or questions shall be in writing addressed to the Owner or designee. To be given consideration, such requests must be received by close of business, Friday, September 23, 2011. Any such interpretations or supplemental instructions will be issued in the form of addenda to the Contract Documents which will be mailed or emailed to persons receiving a set of documents, not later than five days after the deadline for submission of questions stated above. Failure of any bidder to receive such addenda shall not relieve the successful bidder of any obligation under the awarded contract and this Document.

12) RIGHT TO INCREASE OR DECREASE THE AMOUNT OF WORK:

- a) The Owner reserves the right to increase or decrease the amount of work under the Contract at the unit prices quoted in the bid received from the successful bidder.

13) POWER OF ATTORNEY:

- a) Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power-of-attorney

14) LAW AND REGULATIONS:

- a) The bidder's attention is directed to the fact that all applicable Federal, State and Local laws, statutes, ordinances, and the rules and regulations of all authorities having jurisdiction over the project shall apply to the contract and the project throughout, and they will be deemed to be included in the contract the same as though herein written out in full.
- b) The bidder's attention is directed to the fact that all bids will comply as prescribed under the most current Florence County Code.

15) METHOD OF AWARD:

- a) Contracts will be awarded to the bidder whose bid appears to serve the best interest of the owner. The successful bidder will be determined as prescribed herein this Document.
- b) Florence County reserves the right to accept or reject, in whole, in part, together or separately, any and all responses as appears in its judgment to be in the best interests of the County, or to waive any and all technicalities and informalities in determining the action of each proposal.

16) OBLIGATION OF BIDDER:

- a) At the time of the opening of bids, each bidder will be presumed to have inspected the site, if applicable, and to have read and to be thoroughly familiar with the Documents (including all addenda). The failure or omission of any bidder to examine any form, instruction or document shall in no way relieve any bidder from any obligation in respect to this Invitation-To-Bid.

## VENDOR AGREEMENTS

### 1) STATEMENT OF RIGHTS

- a) Florence County reserves the right to obtain clarification or additional information necessary to properly evaluate a proposal. Vendors may be asked to give a verbal presentation of their proposal after submission. Failure of vendor to respond to a request for additional information or clarification could result in rejection of that vendor's proposal. Florence County reserves the right to accept or reject any and all bids, in whole or in part, separately or together, with or without cause; to waive technicalities in submissions, to secure a project that is deemed to be in the best interest of the County. Florence County also reserves the right to make purchases outside of the awarded contracts where it is deemed in the best interest of the County.

### 2) GENERAL TERMS:

- a) Each bidder by submitting a response to Florence County as a result of this Invitation-To-Bid, agrees to and acknowledges its acceptance of and agreement with the procedures outlined below and the terms, conditions and requirements of the applicable Florence County Invitation-To-Bid document. Agreement is evident by the submission of a response to Florence County. If a vendor cannot agree to these terms, or violates these procedures, the response will be judged non-responsive and not considered. If the procedures are violated during the evaluation process or prior to the issuance of a contract by Florence County, the offer of the firm in question will be void and Florence County will procure the goods/services in question from other eligible vendors.

### 3) SPECIFIC TERMS:

- a) Products offered shall meet all requirements of the Uniform Commercial Code, if applicable.
- b) Responses submitted are final and complete offers by the vendor. No additions, corrections, modifications, changes or interpretations will be allowed. In the event questions arise on what is meant by an offer, the Procurement Officer will make a determination as to the county interpretation of the vendor's offer. If, after informing the vendor of the county's opinion, disagreement as to scope of the offer is present, the offer will be declared VOID.
- c) Florence County reserves the right to award proposals received on the basis of individual items, groups of items, or the entire list of items; to reject any and all proposals; and to waive any technicalities. In every case, Florence County reserves the right to make awards deemed to be in the best interest of the County and to negotiate further the offer determined by the County to be in the best interest of the County.
- d) Unit prices will govern over extended prices. Prices must be stated per unit and extended for the total quantity.
- e) Florence County is not exempt from sales tax, if applicable. Sales, use, or excise tax, as well as any handling and shipping charges, must be shown as separate items.
- f) Florence County has a local preference of 2%, which may be applied in bid award determination.

- g) Any deviation from specifications in the bid solicitation must be clearly pointed out; otherwise, it will be considered that the items offered are in strict compliance with these specifications, and the successful bidder will be held responsible therefore. Unless otherwise stated, it is understood and agreed that any item offered or shipped on this bid shall be new and suitable for storage or shipment, and that prices include standard commercial packaging and handling.
- h) Any attempt by a vendor to influence the opinion of the county staff, or County Council, by discussion, promotion, advertising or any procedure to promote their offer, will constitute grounds to judge such an offer non-responsive. All offers presented to Florence County will be evaluated based on the current County Code and the offer as presented to the county on the date/time specified in the given solicitation.
- i) In the event of inconsistent or conflicting provision of this contract and referenced documents, the following descending order of precedence shall prevail: (1) Florence County Procurement Ordinance, as amended (2) Bid Announcement/Advertisement (3) Special Terms and Conditions, (4) Instructions to Responders and Vendor Agreements (5) Other provisions of the contract whether incorporated by reference or otherwise, and (6) the Specifications.
- j) Florence County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied.
- k) All vendors are informed that the Procurement Officer may exercise the County's option to extend the contract, (purchase order) under the provisions of County Code should such extension be mutually agreeable between the County and the selected vendor.
- l) The Bidder agrees to secure at Bidder's own expense all personnel necessary to carry out Bidder's obligations under this Proposal. Such personnel shall not be deemed to be employees of the County nor shall they or any of them have or is deemed to have any direct contractual relationship with the County. The County shall not be responsible for withholding taxes with respect to the Bidder's compensation hereunder. Bidder shall not hold himself out as an employee of the County, and shall have no power or authority to bind or obligate the County in any manner, except County shall make payment to Bidder for services as herein provided. Bidder shall obtain and maintain all licenses and permits required by law for performance of this contract by him. The Bidder shall have no claim against the County hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. State or Federal governments, including but not limited to Social Security, workmen's compensation, Employment Security, sales or use tax and any other taxes and licenses or insurance premiums required by law. The County shall pay no employee benefits or insurance premiums of any kind to or for the benefit of Bidder or his employees, agents, and servants by reason of this contract. The Bidder will carry liability insurance relative to any service that he performs for the County. A certificate of insurance must be submitted to the procurement office prior to services performed, with the requested coverage and limits per the County, with Florence County listed as additional insured.
- m) The vendor will act in an independent capacity and not as officers or employees of the County. The vendor shall indemnify, defend and hold harmless Florence County, its officers, agents and employees from liability and any claims, suits, judgments, and damages of any nature brought because of, arising out of, or due to breach of the agreement by Vendor, its subcontractors, suppliers,

agents, or employees or due to any negligent act or occurrence or any omission or commission of Vendor, its subcontractors, suppliers, agents, or employees.

- n) The successful vendor shall indemnify and hold harmless the Florence County, its officers, agents and employees from all suits or claims of any character resulting from patent, trademark or copyright infringement or accidents/injury at any point in the delivery of goods/services.
- o) It is the responsibility of the prospective bidder to review the entire invitation for bids packet and to notify the Purchasing Department if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or bidding procedures must be received by the Procurement Department not less than twenty (20) days prior to the time set for bid opening. These requirements also apply to specifications or instructions that are ambiguous.
- p) Should any vendor fail to perform or comply with any provision or terms and conditions of any documents referenced and made part hereof, Florence County may terminate this contract, in whole or in part, and may consider such failure or non-compliance a breach/default of contract. The County, the County reserves the right to purchase any/all items or service in default on the open market. By submittal of a response all vendors agree to this provision. No additional responses will be considered from a firm in default until the default expenses are paid. No principals of a defaulting firm may submit a response under another organization or individual name until their previous default is settled.
- q) Florence County may terminate this agreement with or without cause at any time. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination shall be paid.
- r) Unless specifically requested, submit one (1) copy of your response.
- s) In the event no funds are appropriated by Florence County for the goods or services in any fiscal year or insufficient funds exist to purchase goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.
- t) All submittals become the property of Florence County.
- u) All bids (and supporting documents) will be retained by Florence County for a period of one hundred twenty (120) days from the date the bids are opened, and no bid shall be received nor shall any bidder be allowed to withdraw a bid after the opening hour commences.
- v) Brand names and numbers, when used, are for reference only to indicate character or quality desired and do not indicate a preference. Equal items will be considered; equal items shall state the brand name or quality; and Florence County's determination of what shall constitute equality shall be final and conclusive.
- w) S.C. LAW CLAUSE: Upon award of a contract or Purchase Order under this bid, the person, partnership, association, or corporation to whom the award is made must comply with the laws of South Carolina, which require such person or entity to be authorized and/or licensed to do business in this state. Notwithstanding the fact that applicable statutes may exempt or exclude the successful

bidder from requirements that it be authorized and/or licensed to do business in this state, by submission of this signed bid, the bidder agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina, to all matters and disputes arising or to arise under the contract and performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.

## BID SURETY REQUIREMENT

Bid Surety acts to protect the County from delays and expenses incurred in the lengthy competitive sealed bidding and competitive sealed proposal processes, and provides the County with some financial assurance that should the bidder be awarded the project, the successful bidder will enter into the contract with the County. The successful bidder forfeits its Bid Surety in the event it cannot perform the work required by the invitations-for-bid or request-for-proposals.

**For all responses submitted with estimated project costs exceeding twenty-five thousand dollars (\$25,000.00), Bid Surety in the amount of at least five percent (5%) of the proposed project costs must be submitted with the response. Failure to satisfy this Bid Surety requirement will result in your bid being considered non-responsive and removed from further consideration for award of the subject contract. Bid Surety can be provided as discussed below.**

### BID SURETY OPTIONS:

#### Option A:

Bid Surety will not be required from firms that have been in business for five (5) consecutive years without filing for bankruptcy. A certificate or statement on business letterhead from the firm stating it meets this qualification will replace the bid surety and must accompany the bid. Bidders not meeting this requirement must furnish Bid Surety as discussed in Option B below.

#### Option B:

- i) For all bidders not meeting the criteria of "Option A" above, a deposit in the amount of five percent (5%) of the proposed contract price must accompany the bid. These deposits shall take the form of a certified check, cashier's check or a surety bond executed by a corporate surety licensed under the laws of this state. **PERSONAL OR COMPANY CHECKS DO NOT MEET THIS REQUIREMENT.** The cashier's check or certified check shall be deposited to the County's account if the successful bidder fails to enter into the proposed contract. Bid deposits of unsuccessful bidders will be returned as soon as the contract is awarded.

**One of the above requirements must be met and submitted with for your response. Failure to satisfy this Bid Surety requirement will result in your response being considered non-responsive and removed from further consideration for award of the subject project's contract.**

**Bidders failing to enter the proposed contract may be subject to Debarment or Suspension, as prescribed under Section 11-102 of the Florence County Code, from future consideration for award of contracts.**

SAMPLE BID BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE, the undersigned, \_\_\_\_\_, as Principal,

and \_\_\_\_\_, as Surety, are hereby held and firmly bound unto, As Owner, in the penal sum of \_\_\_\_\_ (\$\_\_\_\_\_), for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

The condition of the above obligation is such that whereas the Principal has submitted to \_\_\_\_\_ a certain Bid, attached hereto and hereby made a part hereof into a contract in writing for the \_\_\_\_\_

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall in all other respects perform the agreement caused by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

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

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

\_\_\_\_\_(L. S.)  
PRINCIPAL

\_\_\_\_\_  
SURETY

By: \_\_\_\_\_

(SEAL)

## PAYMENT BOND REQUIREMENT

A Payment Bond must be submitted to the County by the successful responder ("Contractor") once it has been awarded the contract. Payment Bonds encompass the prime Contractor's obligation to pay subcontractor and others for material and labor used in the project. A Payment Bond guarantees that the Contractor will pay certain bills for labor and materials (including those from subcontractors and suppliers), which are associated with the subject contract. The Payment Bond requirement helps assure that the Contractor provides suitable evidence of its financial condition and ability to complete the project without financial difficulty.

For all contracts submitted with costs exceeding twenty-five thousand dollars (\$25,000.00), a Payment Bond in the amount of one hundred percent (100%) of the contract price must be submitted by the Contractor with the proposed contract to the County. Failure to satisfy this Payment Bond requirement will result in the Contractor being considered non-responsive and possibly removed from consideration for award of future County contracts. Payment Bond guaranty options are discussed below.

### PAYMENT BOND GUARANTY OPTIONS:

For all contracts submitted with costs exceeding twenty-five thousand dollars (\$25,000.00), a Payment Bond guaranty in the amount of one hundred percent (100%) of the contract price must be submitted by the Contractor with the proposed contract to the County. This Payment Bond requirement can be satisfied utilizing one of the two options below:

#### (1) Option A:

The Contractor with the executed contract must submit a Payment Bond in the required amount discussed above and executed by a corporate surety licensed under the laws of this state. Contractors not meeting this requirement must furnish an alternative Payment Bond Guaranty as discussed in Option B below.

#### (2) Option B:

For all Contractors not meeting the criteria of "Option A" above, a deposit in the amount of one hundred percent (100%) of the contract price must be submitted by the Contractor with the proposed contract to the County. This deposit shall take the form of a certified check, or a cashier's check deposited with the County. **PERSONAL OR COMPANY CHECKS DO NOT MEET THIS REQUIREMENT.** Failure of the Contractor to satisfactorily fulfill its obligations under the subject contract shall result in the forfeiture of this deposit.

One of the above requirements must be met and submitted by the successful Contractor with its proposed contract to the County. Failure to satisfactorily fulfill its obligations under the subject contract shall result in the forfeiture of the Payment Bond guaranty.

Responders failing to enter the proposed contract and also post the required Payment Bond may be subject to Debarment or Suspension, as prescribed under Section 11-102 of the Florence County Code, from future consideration for award of contracts.

## PERFORMANCE BOND REQUIREMENT

A Performance Bond must be submitted to the County by the successful responder ("Contractor") once it has been awarded the contract. The Performance Bond insures that the project will be completed even if the prime Contractor defaults or abandons the project. A Performance Bond guarantees contract performance by the Contractor, according to the contract specifications, terms and conditions. The Performance Bond requirement helps assure that the Contractor provides suitable evidence of its financial condition and ability to complete the project without financial difficulty.

For all contracts submitted with costs exceeding twenty-five thousand dollars (\$25,000.00), a Performance Bond in the amount of one hundred percent (100%) of the contract price must be submitted by the Contractor with the proposed contract to the County. Failure to satisfy this Performance Bond requirement will result in the Contractor being considered non-responsive and possibly removed from consideration for award of future County contracts. Performance Bond guaranty options are discussed below.

### PERFORMANCE BOND GUARANTY OPTIONS:

For all contracts submitted with costs exceeding twenty-five thousand dollars (\$25,000.00), a Performance Bond Guaranty in the amount of one hundred percent (100%) of the contract price must be submitted by the Contractor with the proposed contract to the County. This Performance Bond guaranty requirement can be satisfied utilizing one of the two options below:

#### (3) Option A:

The Contractor with the executed contract must submit a Performance Bond in the required amount discussed above and executed by a corporate surety licensed under the laws of this state. Contractors not meeting this requirement must furnish an alternative Performance Bond Guaranty as discussed in Option B below.

#### (4) Option B:

For all Contractors not meeting the criteria of "Option A" above, a deposit in the amount of one hundred percent (100%) of the contract price must be submitted by the Contractor with the proposed contract to the County. This deposit shall take the form of a certified check, or a cashier's check deposited with the County. **PERSONAL OR COMPANY CHECKS DO NOT MEET THIS REQUIREMENT.** Failure of the Contractor to satisfactorily fulfill its obligations under the subject contract shall result in the forfeiture of this deposit.

One of the above requirements must be met and submitted by the successful Contractor with its proposed contract to the County. Failure to satisfactorily fulfill its obligations under the subject contract shall result in the forfeiture of the Performance Bond Guaranty.

Responders failing to enter the proposed contract and also post the required Performance Bond may be subject to Debarment or Suspension, as prescribed under Section 11-102 of the Florence County Code, from future consideration for award of contracts.

**BID FORM**

Proposal of \_\_\_\_\_, hereinafter called "BIDDER",  
organized and existing under the Laws of the State of \_\_\_\_\_, doing business as

\_\_\_\_\_

To \_\_\_\_\_, hereinafter called "OWNER". In compliance with your  
Advertisement for Bids, BIDDER hereby proposes to perform all work for the construction of:

\_\_\_\_\_

strict accordance with the Contract Documents within the time set forth therein and at the prices  
stated below.

By permission of this Bid, each BIDDER certifies, and in the case of a joint Bid, each party  
thereto certifies as to his own organization, that this Bid has been arrived at independently,  
without consultation, communication, or agreement as to any matter relating to this Bid with any  
other BIDDER or with any competitor.

BIDDER here agrees to commence work under this Contract on or before a date to be  
specified in the Notice to Proceed and to fully complete the Project within 120 consecutive  
calendar days thereafter.

BIDDER further agrees to pay as liquidated damages sustained by the Owner, the Project not  
being completed within the stipulated time, shall be \$150.00 per day.

\*Insert: "a corporation", "a partnership", or "an individual", as applicable.

BIDDER acknowledges receipt of the following ADDENDUM:

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

BIDDER hereby agrees that preference will be given to domestic construction material and further agrees to require subcontractors, material men and suppliers to also give preference to domestic construction material.

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following Unit prices or Lump Sum:

## BID SCHEDULE

NOTE: BIDS shall include sales tax and all other applicable taxes and fees.

**GODLEY MORRIS BLVD.**

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNITS</u>	<u>UNIT COST</u>	<u>AMOUNT</u>
1	Mobilization	1	LS	\$ _____	\$ _____
2	Grading	7,600	SY	\$ _____	\$ _____
3	Elliptical RCP 24" Equivalent	120	LF	\$ _____	\$ _____
4	RCP 24"	304	LF	\$ _____	\$ _____
5	RCP 30"	392	LF	\$ _____	\$ _____
6	RCP 36"	24	LF	\$ _____	\$ _____
7	6" Drain Pipe	440	LF	\$ _____	\$ _____
8	Select Fill	1,600	CY	\$ _____	\$ _____
9	Catch Basins	8	EA	\$ _____	\$ _____
10	Junction Box	3	EA	\$ _____	\$ _____
11	Junction Box 4' x 4'"	1	EA	\$ _____	\$ _____
12	Slag Removal	1	LS	\$ _____	\$ _____
13	Stone Base 10"	5,760	SY	\$ _____	\$ _____
14	Asphalt Binder 3.5"	4,908	SY	\$ _____	\$ _____
15	Asphalt Surface 1.5"	4,908	SY	\$ _____	\$ _____
16	Curb & Gutter	3,643	LF	\$ _____	\$ _____
17	Swales	2,090	LF	\$ _____	\$ _____
18	Striping – 4" Double Yellow	1,600	LF	\$ _____	\$ _____
19	Stop Bar	36	LF	\$ _____	\$ _____
20	Stop Sign	1	EA	\$ _____	\$ _____
21	Repair Ex. Curb & Catch Basin	1	LS	\$ _____	\$ _____
22	Add Drop Inlet Tops to Ex. CBs	4	EA	\$ _____	\$ _____
23	Adjust Valve Box	3	EA	\$ _____	\$ _____

Bid Items Continued

24	Adjust MH Top	4	EA	\$ _____	\$ _____
25	Outlet Headwall**	3	EA	\$ _____	\$ _____
26	Pond Inlet	1	EA	\$ _____	\$ _____
27	Grassing/Erosion Control	1	LS	\$ _____	\$ _____

TURNING LANE.

28	Grading	1,800	SY	\$ _____	\$ _____
29	Select Fill	325	CY	\$ _____	\$ _____
30	Stone Base 8"	1,588	SY	\$ _____	\$ _____
31	Asphalt Binder 4"	1,470	SY	\$ _____	\$ _____
32	Asphalt Milling	270	SY	\$ _____	\$ _____
33	Asphalt Surface 2"	4,448	SY	\$ _____	\$ _____
34	Striping – 4" Dashed White	250	LF	\$ _____	\$ _____
35	Striping – 4" Double Yellow	1,710	LF	\$ _____	\$ _____
36	Striping – 4" Solid White	2,012	LF	\$ _____	\$ _____
37	Refl. Markers White Mono-Dir.	8	EA	\$ _____	\$ _____
38	Refl. Markers Yellow Bi-Dir.	46	EA	\$ _____	\$ _____
39	Stop Bar.	38	LF	\$ _____	\$ _____
40	For Allowances	1	LS	\$ 7,000.00	\$ 7,000.00

\* Sanitary sewer crossing w/ 8" DIP

\*\*Include four (4) tons of riprap at the end of each headwall

TOTAL: \$ \_\_\_\_\_

Written Total Amount \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Dollars.

Respectfully submitted:

\_\_\_\_\_  
Signature/Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date

\_\_\_\_\_  
License Number (if applicable)

SEAL - if BID is by a corporation.

ATTEST: \_\_\_\_\_



- 2.1 The Contractor is fully qualified to act as the general contractor for the Project and has, and shall maintain throughout the effective term of this Contract, any and all licenses, permits, and other authorizations necessary to act as the general contractor for, and to construct, the Project.
- 2.2 The Contractor has become familiar with the Project site and the local conditions under which the Project is to be constructed and operated.
- 2.3 The Contractor has received, reviewed and examined all the documents which make up the Contract, including, but not limited to, all plans and specifications, and has found them, to the best of its knowledge, to be complete, accurate, adequate, consistent, coordinated and sufficient to complete the Project.

### ARTICLE 3 INTENT AND INTERPRETATION

With respect to the intent and interpretation of this Contract, the County and the Contractor agree as follows:

- 3.1 This Contract (along with its exhibits and all documents incorporated herein by reference), together with the Contractor's and Surety's performance and payment bonds for the Project, constitute the entire and exclusive agreements between the parties with reference to the project, and said Contract supersedes any and all prior discussions, communications, representations, understanding, negotiations, or agreement.
- 3.2 Anything that may be required, implied or reasonably inferred by the documents which make up this Contract, or any one or more of them, shall be provided by the Contractor for the Contract Price.
- 3.3 Nothing contained in this Contract shall create, nor be interpreted to create, privity or any other relationship whatsoever between the County and any person except the Contractor.
- 3.4 When a word, term or phrase is used in this Contract, it shall be interpreted or construed first, as defined herein; second, if not defined, according to its generally accepted industry meaning; and third if there is no generally accepted industry meaning, according to its common and customary usage.
- 3.5 The words "include," "includes," and "including," as used in this Contract, shall be deemed to be followed by the phrase, "without limitation".
- 3.6 The listing herein of any items as constituting a material breach of this Contract shall not imply that any other, non-listed item will not constitute a material breach of this Contract.

- 3.7 In the event of any conflict, discrepancy, or inconsistency among any of the documents which make up this Contract, the following shall control:
- 3.7.1 As between this document and the plans or specifications, this document shall govern.
- 3.7.2 In the case of any conflict, discrepancy or inconsistency among any of the other Contract documents, the Contractor shall notify the County immediately upon discovery of the same.

#### ARTICLE 4 CONTRACTOR'S PERFORMANCE

The Contractor shall perform all of the work required, implied or reasonably inferable from this Contract including, but not limited to, the following:

- 4.1 The Contractor will complete the entire Work described in the Contract Documents, in accordance with the terms herein, and the Scope of Work, all as may be amended from time to time.
- 4.2 Contractor shall furnish any and all required surety bonds and insurance certificate(s) and endorsement(s).

#### ARTICLE 5 TIME FOR CONTRACTOR'S PERFORMANCE

- 5.1 The Contractor shall commence the performance of this Contract on the date of execution of this Contract and shall diligently continue its performance to and until Completion of the Project. **The contractor shall accomplish Substantial Completion (as defined below) of the Godley Morris Park Paving and Turn Lane Construction Project according to specifications and drawings detailed in Bid #05-11/12 in no more than 120 days following the execution of this Contract. By signing this contract, the contractor agrees that the Contract Time is a reasonable time for accomplishing Completion of the Project.**
- 5.2 The term "Substantial Completion," as used herein, shall mean that point at which, as certified in writing by the County, the Project is sufficiently complete in accordance with the Contract Documents so that the County can utilize the Work for its intended use.
- 5.3 The County has the right to impose liquidated damages in the amount of \$150 per calendar day thereafter until the project is substantially complete and operational.

**ARTICLE 6**  
**FIXED PRICE AND CONTRACT PAYMENTS**

- 6.1 The County shall pay, and the Contractor shall accept, as full and complete payment for the Contractor's timely performance of its obligations hereunder the fixed price of xxxxxxxxxxxx (\$xxx,xxx). This price shall constitute the Contract Price.
- 6.2 Based upon Applications for Payment submitted to the Engineer by the Contractor and Certificates for Payment issued by the Engineer, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided in the Contract Documents for the period ending the 15<sup>th</sup> day of the month as follows: Not later than ninety days following the end of the period covered by the Application for Payment ninety percent (90%) of the portion of the Contract Sum properly allocable to the materials and equipment suitably stored at the site or at some other location agreed upon in writing, for the period covered by the Application for Payment, less the aggregate of previous payments made by the Owner, and upon Substantial Completion of the entire work, a sum sufficient to increase the total payments to ninety-five percent (95%) of the Contract Sum, less such amounts as the Engineer shall determine for all incomplete Work and unsettled claims as provided in the Contract Documents.
- 6.3 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate entered below, or in the absence thereof, at the legal rate prevailing at the place of the Project. The rate of interest agreed upon is 0%.
- 6.4 When the Project is substantially complete, the Engineer will notify the County. Thereupon, the County will perform a final site review of the Project. If the County concurs that the Project is complete and in full accordance with this Contract and that the Contractor has performed all of its obligations to the County hereunder, the County will make final payment of the Contract Price to the Contractor.
- 6.5 Guarantees and equipment warranties required by this Contract shall commence on the date of Substantial Completion.

**ARTICLE 7**  
**DUTIES, OBLIGATIONS AND RESPONSIBILITIES OF THE CONTRACTOR**

In addition to any and all other duties, obligations and responsibilities of the Contractor set forth in the Contract Documents, the Contractor shall have and perform the following duties, obligations and responsibilities to the County:

- 7.1 The Contractor shall not perform work without adequate plans and specifications. If the Contractor performs work knowing or believing, or if through exercise of reasonable diligence it should have known, that such work involves an error, inconsistency or omission in the Contract without first providing written notice to the County, the Contractor shall be responsible for such work and shall correct same bearing the costs therefore.
- 7.2 All work shall strictly conform to the requirements of this Contract. To that end the Contractor shall be solely responsible for and have control over the performance of all portions of the Work, unless otherwise specified in the Contract Documents.
- 7.3 The work shall be strictly supervised, the Contractor bearing full responsibility for any and all acts, errors or omissions of those engaged in the work on behalf of the Contractor, including, but not limited to all subcontractors or employees. The Contractor shall provide on-site supervision while any portion of the work is being performed.
- 7.4 The Contractor hereby warrants that all laborers furnished under this Contract shall be qualified and competent to perform the tasks undertaken, that the product of such labor shall yield only first-class results, that all materials and equipment provided shall be new (unless otherwise specified) and of high quality, that the completed work will be complete, of high quality, without defects, and that all work strictly complies with the requirements of this Contract. Any work not strictly complying with the requirements of this section shall constitute a breach of the Contractor's warranty.
- 7.5 The Contractor shall maintain the Project site and adjacent areas affected by its work and/or acts of its employees and subcontractors in a reasonably clean condition during the performance of the work. Upon substantial completion, the Contractor shall clean the Project site of all debris, trash and excess materials and equipment. If the Contractor fails to do so, the County may complete the cleanup, by its own forces or by separate contract, and shall be entitled to charge the Contractor for the same through the collection or withholding of funds through the mechanisms provided elsewhere herein.
- 7.6 At all times relevant to this Contract, the Contractor shall permit the County and its designated representative(s) to enter upon the Project site to review or inspect the work and any materials on the site without formality or other procedure.
- 7.7 PROTECTION OF PERSONS AND PROPERTY. It shall be the responsibility of the Contractor to initiate, continue and supervise all safety programs and precautions in performance of the terms of this Contract. The Contractor shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury or loss to its employees, subcontractors,

employees of the County and members of the public, the Work itself and unassembled components thereof, and other property at the site or adjacent thereto. As part of the Contractor's obligations hereunder, the Contractor shall erect and maintain safeguards, barriers, signs, warnings, etc.

## ARTICLE 8 INDEMNITY

The Contractor hereby expressly agrees to indemnify and hold the County harmless against any and all expenses and liabilities arising out of the performance or default of this Contract or arising from or related to the Work as follows:

- 8.1 Contractor expressly agrees to the extent that there is a causal relationship between its negligent, reckless or intentionally wrongful action or inaction, or the negligent, reckless or intentionally wrongful action or inaction of any of its employees or any person, firm or corporation directly or indirectly employed or retained by the Contractor, and any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage or loss) that is suffered by the County or its employees or by any member of the public, to indemnify and save the County and its employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs, and expenses arising out of the performance or default of this Contract or arising from or related to the Work, regardless of whether such liabilities, penalties, demands, claims, lawsuits, losses, damages, costs, and expenses are caused in part by the County. Such costs are to include, without limitation, defense, settlement and reasonable attorneys' fees incurred by the County and its employees. This promise to indemnify shall include without limitation, bodily injuries, death occurring to Contractor's employees and any person, directly or indirectly employed or retained by the Contractor (including without limitation any employee of any subcontractor), the County's employees, the employees of any other independent contractors, or occurring to any member of the public. When the County submits notice, Contractor shall promptly defend any aforementioned action.
- 8.2 The limits of insurance required herein shall not limit the Contractor's obligations under this Article. The terms and conditions contained in this Article shall survive the termination of this Agreement or the suspension of the Work hereunder. The recovery of fees and costs specified herein will also apply to any actions to enforce this Article.

## ARTICLE 9 DISCOVERING AND CORRECTING DEFECTIVE OR INCOMPLETE WORK

- 9.1 In the event that the Contractor covers, conceals or obscures its work in violation of this Contract or in violation of an instruction from the County, such work shall be uncovered and displayed for review by the County upon request, and shall be reworked at not cost in time or money to the County.
- 9.2 The Contractor shall, at no cost in time or money to the County, correct work rejected by the County as defective or failing to conform to this Contract. Additionally, the Contractor shall reimburse the County for all review, inspections and other expenses incurred as a result thereof.
- 9.3 In addition to its warranty obligations set forth elsewhere herein and any manufacturer's warranties provided on the project, and in addition to other remedies provide herein or by law to the County, the Contractor shall be specifically obligated to promptly correct any and all defective or nonconforming work, whether obvious or after-discovered, for a period of twelve (12) months following Substantial Completion upon written direction from the County.

#### **ARTICLE 10 TERMINATION BY THE COUNTY**

The County may terminate the Contract in accordance with the following terms and conditions:

- 10.1 The County may, by written notice, terminate this Contract in whole or in part at any time, for the 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 performing this Contract, whether completed or in progress delivered to the County.
- 10.2 Termination due to the failure to fulfill the Contractor's obligations may cause the County to take over the work and prosecute the same to completion by Contract or otherwise. In such case, the contractor shall be liable to the County for any additional cost occasioned to the County thereby.
- 10.3 The rights and remedies of the County provided in this Article are in addition to any other rights and remedies provided by law or under this Contract.
- 10.4 Notwithstanding any other provision contained herein, any violation or breach of terms of this Contract on the part of the Contractor or their subcontractors may result in the suspension or termination of this Contract or such other action that may be necessary to enforce the rights of the parties of this Contract. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise impose or available by law.

**ARTICLE 11  
INSURANCE**

The Contractor shall have and maintain insurance in accordance with the requirements of the Contract Documents.

**ARTICLE 12  
SURETY BONDS**

The contractor shall furnish separate performance and payment bonds to the county, as required by the Invitation to Bid. Each bond shall set forth a penal sum in an amount not less than the Contract Price. Each bond furnished by the Contractor shall incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in such bonds. The performance and payment bonds furnished by the Contractor shall be in form suitable to the County and shall be executed by a surety, or sureties, reasonably acceptable to the County.

**ARTICLE 13  
ENTIRE AGREEMENT**

Any modification to this Contract must be supported by an additional, articulated consideration, and must either be in writing, executed by the parties hereto, or, if made orally, should be confirmed in writing, which writing should state the consideration which supports the modification. Failure to confirm an oral modification in writing shall constitute a waiver of any claim for additional compensation with regard to the oral modification. Nothing in this Article shall be construed to limit the County's authority to issue changes.

**ARTICLE 14  
SEVERABILITY**

If any term or condition of this Contract or application thereof to any person(s) or circumstances is held invalid, this invalidity shall not affect other terms, conditions or applications which can be give effect without the invalid term, condition, or application. To this end, the terms and conditions of this Contract are agreed to be severable.

**ARTICLE 15  
WAIVER**

Waiver of any breach of any term or condition of this Contract shall not be deemed a waiver of any prior or subsequent breach, and shall not entitle any party hereto to any subsequent waiver of any terms hereunder. No term or condition of this Contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

**ARTICLE 16  
NOTICES**

All notices to each party to this Contract shall be in writing, and sent as follows:

**To County:**

Angelia S. Jackson, Procurement Specialist II  
Florence County  
180 North Irby Street, MSC-R  
Florence, SC 29501  
Telephone: (843) 665-3018  
Fax: (843) 664-9668

**To Contractor:**

XXXXXXXXXXXXXX  
XXXXXXXXXXXXXX  
XXXXXXXXXXXXXX  
Telephone: XXXXXXXXX

All notices, demands, requests, consents or approvals that may or are required to be given by any party to another shall be in writing and shall be deemed given if: (i) served personally by hand delivery; (ii) sent by nationally-recognized overnight courier with return receipt; or (iii) sent by United States registered or certified mail, by depositing the same in the United States Mail in the continental United States, postage prepaid, return receipt requested and addressed to such other party at the address specified above or at such other place as such other party may from time to time designate by notice in writing to the other parties hereto. Rejection or other refusal to accept a notice, demand, request or consent, or the inability to deliver because of a changed address, of which no notice was given, shall be deemed to be actual receipt thereof. In the event given by registered or certified mail, such notice, demand, request, or consent so mailed shall be effectively conveyed upon receipt or shall be presumed to have been effectively conveyed and received by the addressee 72 hours after deposit of same in the mail, whichever first occurs.

**ARTICLE 17  
APPLICABLE LAW**

The laws of South Carolina shall govern this Contract. In any litigation arising under this Contract, all such litigation shall be litigated in the Circuit Court within the Twelfth Judicial Circuit Court of Florence County, South Carolina. Without limitation upon the prevailing party's rights to recovery such fees and costs, the relevant provisions of Section 15-37-10 et seq. of the Code of Laws of South Carolina (1976, as amended) shall apply to this Article, as the case may warrant. This Contract is **not** subject to arbitration.

**ARTICLE 18  
SUCCESSOR AND ASSIGNS**

Each party binds itself, its successor, assigns, executors, administrators or other representative to the other party hereto and to successors, assign, executors, administrators or other representatives of such other party in connection with all terms and conditions of this Contract. The Contractor shall not assign this Contract without prior written consent of the County

**IN WITNESS WHEREOF**, the parties have executed this Agreement in three originals under their several seals the day and year first written above.

**WITNESSETH:**

**FOR CONTRACTOR:**

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

\_\_\_\_\_  
Contractor Name

Federal Tax I.D. No.: \_\_\_\_\_

**FOR FLORENCE COUNTY:**

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

\_\_\_\_\_  
Richard A. Starks, County Administrator

## GENERAL CONDITIONS

## SECTION 500

- |   |   |
|---|---|
| 1. Definitions                                    | 16. Correction of Work                            |
| 2. Additional Instructions<br>and Detail Drawings | 17. Subsurface Conditions                         |
| 3. Schedules, Reports and Records                 | 18. Suspension of Work,<br>Termination, and Delay |
| 4. Drawings and Specifications                    | 19. Payments to Contractor                        |
| 5. Shop Drawings                                  | 20. Acceptance of Final<br>Payment as Release     |
| 6. Materials, Services and<br>Facilities          | 21. Insurance                                     |
| 7. Inspection and Testing                         | 22. Contract Security                             |
| 8. Substitutions                                  | 23. Assignments                                   |
| 9. Patents  | 24. Indemnification                               |
| 10. Surveys, Permits, Regulations                 | 25. Separate Contracts                            |
| 11. Protection of Work,<br>Property, and Persons  | 26. Subcontracting                                |
| 12. Supervision by Contractor                     | 27. Engineer's Authority                          |
| 13. Changes in the Work                           | 28. Land and Rights-of-way                        |
| 14. Changes in Contract Price                     | 29. Guaranty                                      |
| 15. Time for Completion and<br>Liquidated Damages | 30. Arbitration                                   |
|   | 31. Taxes   |

**500.1 DEFINITIONS**

- A. Wherever used in the CONTRACT DOCUMENTS, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof:

**Addenda** -- Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the Contract Documents, drawings and Specifications, by additions, deletions, clarifications or corrections.

**Bid** -- The offer or proposal of the Bidder submitted on the prescribed form, setting forth the prices for the work to be performed.

**Bidder** -- Any person, firm or corporation submitting a Bid for the work.

**Bonds** -- Bid, Performance, and Payment Bonds are instruments of security, furnished by the Contractor and his surety in accordance with the Contract Documents.

**Change Order** -- A written order to the Contractor authorizing an addition, deletion or revision in the work within the general scope of the Contract Documents, or authorizing an adjustment in the Contract Price or Contract Time.

**Contract Documents** -- The contract, including Advertisement for Bids, Information for Bidders, Bid, Bid Bond, Agreement, Payment Bond, Performance Bond, Notice of Award, Notice to Proceed, Change Order, Drawings, Specifications, and Addenda.

Contract Price -- The total monies payable to the Contractor under the terms and conditions of the Contract Documents.

Contract Time -- The number of calendar days stated in the Contract Documents for the completion of the work.

Contractor -- The person, firm, or corporation with whom the Owner has executed the Agreement.

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

Engineer -- The person, firm or corporation named as such in the Contract Documents.

Field Order -- A written order effecting a change in the Work not involving an adjustment in the Contract Price or an extension of the Contract Time, issued by the Engineer to the Contractor during construction.

Notice of Award -- The written notice of the acceptance of the Bid from the Owner to the successful Bidder.

Notice to Proceed -- Written communication issued by the Owner to the Contractor authorizing him to proceed with the Work and establishing the date of commencement of the Work.

Owner -- A public or quasi-public body or authority, corporation, association, partnership, or individual for whom the Work is to be performed.

Project -- The under taking to be performed as provided in the Contract Documents.

Resident Project Representative -- The authorized representative of the Owner who is assigned to the Project site or any part thereof.

Shop Drawings -- All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, a subcontractor, manufacturer, supplier or distributor, which illustrate how specific portions of the Work shall be fabricated or installed.

Specifications -- A part of the Contract Documents consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.

Subcontractor -- An individual, firm or corporation having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the Work at the site.

Substantial Completion -- That date, as certified by the Engineer when the construction of the Project or a specified part thereof is sufficiently completed, in accordance with the

Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended.

Supplemental General Conditions -- Modifications to General Conditions required by a Federal agency for participation in the Project and approved by the agency in writing prior to inclusion in the Contract Documents or such requirements that maybe imposed by applicable state laws.

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

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

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

#### **500.2 ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS**

- A. The Contractor may be furnished additional instructions and detail drawings by the Engineer, as necessary to carry out the Work required by the Contract Documents.
- B. The additional drawings and instructions thus supplied will become a part of the Contract Documents. The Contractor shall carry out the Work in accordance with the additional detail drawings and instructions.

#### **500.3 SCHEDULES, REPORTS AND RECORDS**

- A. The Contractor shall submit to the Owner such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data where applicable as are required by the Contract Documents for the Work to be performed.
- B. Prior to the first partial payment estimate, the Contractor shall submit construction progress schedules showing the order in which he proposes to carry on the Work, including dates at which he will start the various parts of the Work, estimated date of completion of each part and, as applicable:
  - 1. The dates at which special detail drawings will be required; and
  - 2. Respective dates for submission of Shop Drawings, the beginning of manufacture, the testing and the installation of materials, supplies and equipment.
- C. The Contractor shall also submit a schedule of payments that he anticipates he will earn during the course of the Work.

**500.4 DRAWINGS AND SPECIFICATIONS**

- A. The intent of the Drawings and Specifications is that the Contractor shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the Work in accordance with the Contract documents and all incidental work necessary to complete the Project in an acceptable manner, ready for use, occupancy or operation by the Owner.
- B. In case of conflict between the Drawings and specifications, the Specifications shall govern. Figure dimensions on Drawings shall govern over scale dimensions, and detailed drawings shall govern over general drawings.
- C. Any discrepancies found between the Drawings and Specifications and site conditions or any inconsistencies or ambiguities in the Drawings or Specifications shall be immediately reported in writing to the Engineer, who shall promptly correct such inconsistencies or ambiguities in writing. Work done by the Contractor after his discovery of such discrepancies, inconsistencies or ambiguities shall be done at the Contractor's risk.

**500.5 SHOP DRAWINGS**

- A. The Contractor shall provide Shop Drawings as may be necessary for the prosecution of the Work as required by the Contract Documents. The Engineer shall promptly review all Shop Drawings. The Engineer's approval of any Shop Drawing shall not release the Contractor from responsibility for deviations from the Contract Documents. A Change Order shall evidence the approval of any Shop Drawing of which substantially deviates from the requirement of the Contract Documents.
- B. When submitted for the Engineer's review, Shop Drawings shall bear the Contractor's certification that he has reviewed, checked and approved the Shop Drawings and that they are in conformance with the requirements of the Contract Documents.
- C. Portions of the work requiring a Shop Drawing or sample submission shall not begin until the Engineer has approved the Shop Drawing or submission. A copy of each approved Shop Drawing and each approved sample shall be kept in good order by the Contractor at the site and shall be available to the Engineer.

**500.6 MATERIALS, SERVICES AND FACILITIES**

- A. It is understood that, except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the Work within the specified time.
- B. Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the Work. Stored materials and equipment to be incorporated in the Work shall be located so as to facilitate prompt inspection.

- C. Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.
- D. Materials, supplies and equipment shall be in accordance with samples submitted by the Contractor and approved by the Engineer.
- E. Materials, supplies, or equipment to be incorporated into the Work shall not be purchased by the Contractor or the Subcontractor subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

#### 500.7 INSPECTION AND TESTING

- A. All materials and equipment used in the construction of the Project shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the Contract Documents.
- B. The Owner shall provide all inspection and testing services not required by the Contract Documents.
- C. The Contractor shall provide at his expense, the testing and inspection services required by the Contract Documents.
- D. If the Contract Documents, laws, ordinances, rules, regulations or order of any public authority having jurisdiction, require any Work to specifically be inspected, tested, or approved by someone other than the Contractor, the Contractor will give the Engineer timely notice of readiness. The Contractor will then furnish the Engineer the required certificates of inspection, testing or approval.
- E. Inspections, tests or approvals by the Engineer or others shall not relieve the Contractor from his obligations to perform the Work in accordance with the requirements of the Contract Documents.
- F. The Engineer and his representatives will, at all times have access to the Work. In addition, authorized representatives and agents of any participating Federal or State agency shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. The Contractor will provide proper facilities for such access and observation of the Work and also for any inspection or testing thereof.
- G. If any Work is covered contrary to the written instructions of the Engineer, if requested by the Engineer, it must be uncovered for his observation and replaced at the Contractor's expense.
- H. If the Engineer considers it necessary or advisable that covered Work be inspected or tested by others, the Contractor, at the Engineer's request, will uncover, expose or otherwise make available for observation, inspection or testing as the Engineer may require, that portion of the Work in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such Work is defective, the Contractor will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction. If, however, such Work is not found to be defective, the

Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction and an appropriate Change Order shall be issued.

- I. Any costs associated with the location of or inspection of utility lines other than those being installed as part of this project will be at the expense of the contractor, and no separate payment will be made for these expenses.

#### **500.8 SUBSTITUTIONS**

Whenever a material, article or piece of equipment is identified on the Drawings or Specifications by reference to brand name or catalogue number, it shall be understood that this is reference for the purpose of defining the performance of other salient requirements and that other products of equal capacities, quality and material, article, or piece of equipment of equal substance and function for these referred to in the Contract Documents by reference to brand name or catalogue number and if, in the opinion of the Engineer, such material, article, or piece of equipment is of equal substance and function to that specified, the Engineer may approve its substitution and use by the Contractor. Any cost differential shall be deductible from the Contract price and the Contract documents shall be appropriately modified by Change Order. The Contractor warrants that if substitutes are approved, no major changes in the function or general design of the project will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the Contract price or Contract time.

#### **500.9 PATENTS**

The Contractor shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and save the Owner harmless from loss on account thereof except that the Owner shall be responsible for any such loss when a particular process, design or the product of a particular manufacturer or manufacturers is specified, however, if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Engineer.

#### **500.10 SURVEYS, PERMITS, REGULATIONS**

- A. The Owner shall furnish all boundary surveys and establish all base lines for locating the principal component parts of the Work together with a suitable number of bench marks adjacent to the Work as shown in the Contract Documents. From the information provided by the Owner, unless otherwise specified in the Contract Documents, the Contractor shall develop and make all detail surveys needed for construction such as slope stakes, batter boards, stake for pile locations and other working points, lines, elevations and cut sheets.
- B. The Contractor shall carefully preserve bench marks, reference points and stakes and, in case of willful or careless destruction, he shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

- C. Permits and licenses of a temporary nature necessary for the prosecution of the Work shall be secured and paid for by the Contractor unless otherwise stated in the Supplemental General Conditions. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the Owner, unless otherwise specified. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the Work as drawn and specified. If the Contractor observes that the Contract Documents are at variance therewith, he shall promptly notify the Engineer in writing and any necessary changes shall be adjusted as provided in Section 13, Changes in the Work.

#### **500.11 PROTECTION OF WORK, PROPERTY AND PERSONS**

- A. The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the Work and other persons who may be affected thereby, all the Work and all materials or equipment to be incorporated therein, whether storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
- B. The Contractor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. He will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection. He will notify owners of adjacent utilities when prosecution of the Work may affect them. The Contractor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable, except damage or loss attributable to the fault of the Contract Documents or to the acts or omissions of the Owner or the Engineer or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault of negligence by the Contractor.
- C. In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Engineer or Owner, shall act to prevent threatened damage, injury or loss. He will give the Engineer prompt WRITTEN NOTICE of any significant changes in the Work or deviations from the Contract Documents caused thereby and a Change Order shall there upon be issued covering the changes and deviations involved.

#### **500.12 SUPERVISION BY CONTRACTOR**

The Contractor will supervise and direct the Work. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The Contractor will employ and maintain on the Work a qualified supervisor or superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site. The supervisor shall have full authority to act on behalf of the Contractor and all communications given to the Supervisor shall be as binding as if given to the Contractor. The Supervisor shall be

present on the site at all times as required to perform adequate supervision and coordination of the Work.

#### **500.13 CHANGES IN THE WORK**

- A. The Owner may, at any time as the need arises, order changes within the scope of the Work without invalidating the Agreement. If such changes increase or decrease the amount due under the Contract Documents, or in the time required for performance of the Work, Change Order shall authorize an equitable adjustment.
- B. The Engineer also may, at any time, by issuing a Field Order, make changes in the details of the Work. The Contractor shall proceed with the performance of any changes in the Work so ordered by the Engineer unless the Contractor believes that such Field Order entitles him to a change in the Contract Price or Time or both, in which event he shall give the Engineer WRITTEN NOTICE thereof within seven (7) days after the receipt of the ordered change. Thereafter the Contractor shall document the basis for the change in Contract Price or Time within thirty (30) days. The Contractor shall not execute such changes pending the receipt of any executed Change Order or further instruction from the Owner.

#### **500.14 CHANGES IN CONTRACT PRICE**

The Contract Price may be changed only by a Change Order. The value of any Work covered by a Change Order or of any claim for increase or decrease in the Contract Price shall be determined by one or more of the following methods in the order of precedence listed below:

- 1. Unit prices previously approved

In addition there shall be added an amount to be agreed upon but not to exceed fifteen (15%) percent of the actual cost of the Work to cover the cost of general overhead and profit.

#### **500.15 TIME FOR COMPLETION AND LIQUIDATED DAMAGES**

- A. The date of beginning and the time for completion of the Work are essential conditions of the Contract Documents and the Work embraced shall be commenced on a date specified in the Notice to Proceed.
- B. The Contractor will proceed with the Work at such rate of progress to insure full completion within the Contract Time. It is expressly understood and agreed, by and between the Contractor and the Owner, that the Contract Time for the completion of the Work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the Work.
- C. If the Contractor shall fail to complete the Work within the Contract Time or extension of time granted by the Owner, then the Contractor will pay to the Owner the amount for liquidated damages as specified in the Bid for each calendar day the Contractor shall be in default after the time stipulated in the Contract Documents.

liquidated damages as specified in the Bid for each calendar day the Contractor shall be in default after the time stipulated in the Contract Documents.

- D. The Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the Work is due to the following, and the Contractor has promptly given WRITTEN NOTICE of such delay to the Owner or Engineer.
1. To any preference, priority or allocation order duly issued by the Owner.
  2. To unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God, or of the public enemy, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather; and
  3. To any delays of Subcontractors occasioned by any of the causes specified in paragraphs 15.4.1 and 15.4.2 of this article.

#### **500.16 CORRECTION OF WORK**

- A. The Contractor shall promptly remove from the premises all Work rejected by the Engineer for failure to comply with the Contract Documents, whether incorporated in the construction or not, and the Contractor shall promptly replace and re-execute the Work in accordance with the Contract Documents and without expense to the Owner and shall bear the expense of making good all Work of other Contractors destroyed or damaged by such removal or replacement.
- B. All removal and replacement Work shall be done at the Contractor's expense. If the Contractor does not take action to remove such rejected Work within ten (10) days after receipt of WRITTEN NOTICE, the Owner may remove such Work and store the materials at the expense of the Contractor.

#### **500.17 SUBSURFACE CONDITIONS**

- A. Should the contractor encounter subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents; or
1. Unknown physical conditions at the site of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work of the contractor provided for in the Contract Documents.
  2. The Contractor shall promptly, and before such conditions are disturbed, except in the event of an emergency, notify the Owner by WRITTEN NOTICE of:
- B. The Owner shall promptly investigate the conditions, and if he finds that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for performance of the Work, an equitable adjustment shall be made and the Contract Documents shall be modified by a Change Order. Any claim of the Contractor for adjustment hereunder shall not be allowed unless he has given the required WRITTEN NOTICE; provided that the Owner may, if he determines the facts so justify, consider and adjust any such claims asserted before the date of final payment.

**500.18 SUSPENSION OF WORK, TERMINATION AND DELAY**

- A. Owner may suspend the Work or any portion thereof for a period of not more than ninety (90) days or such further time as agreed upon by the Contractor, by WRITTEN NOTICE to the Contractor and the Engineer, which notice shall fix the date on which work shall be resumed. The Contractor will resume that work on the date so fixed. The Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension.
- B. If the Contractor is adjudged as bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment or if he repeatedly fails to make prompt payments to Subcontractors or for labor, materials, or equipment or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the Work or if he disregards the authority of the Engineer, or if he otherwise violates any provision of the Contract Documents, then the Owner may, without prejudice to any other right or remedy, and after giving the Contractor and his surety a minimum of ten (10) days from delivery of the WRITTEN NOTICE, terminate the services of the Contractor and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and finish the Work by whatever method he may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the project, including compensation for additional professional services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor will pay the difference to the Owner. Such costs incurred by the Owner will be determined by the Engineer and incorporated in a Change Order.
- C. Where the Contractor's services have been so terminated by the Owner, said termination shall not affect any right of the Owner against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies due the Contractor by the Owner will not release the Contractor from compliance with the Contract Documents.
- D. After ten (10) days from delivery of a WRITTEN NOTICE to the Contractor and the Engineer, the Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Contract. In such case, the Contractor shall be paid for all work executed and any expense sustained plus reasonable profit.
- E. If, through no act or fault of the Contractor, the work is suspended for a period of more than ninety (90) days by the Owner or under an order of court or other public authority, or the Engineer fails to act on any request for payment within thirty (30) days after it is submitted, or the Owner fails to pay the Contractor substantially the sum approved by the Engineer or awarded by arbitrators within thirty (30) days of its approval and presentation, then the Contractor may, after ten (10) days from delivery of a WRITTEN NOTICE to the Owner and the Engineer, terminate the Contract and recover from the Owner payment for all work executed and all expenses sustained. In addition, and in lieu of terminating the Contract, if the Engineer has failed to act on a request for payment, or if the Owner has

all amounts then due, in which event and upon resumption of the work, Change Orders shall be issued for adjusting the Contract Price or extending the Contract Time, or both to compensate for the costs and delays attributable to the stoppage of the work.

- F. If the performance of all or any portion of the Work is suspended, delayed, or interrupted as a result of a failure of the Owner or Engineer to act within the time specified in the Contract Documents, or if no time is specified, within a reasonable time an adjustment in the Contract Price or an extension of the Contract Time, or both, shall be made by Change Order to compensate the Contractor for the costs and delays necessarily caused by the failure of the Owner or Engineer.

#### **500.19 PAYMENTS TO CONTRACTOR**

- A. At least ten (10) days before each progress payment falls due (but not more often than once a month), the Contractor will submit to the Engineer a Partial Payment Estimate filled out and signed by the Contractor covering the work performed during the period covered by the Partial Payment Estimate and supported by such data as the Engineer may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the Owner, as will establish the Owner's title to the material and equipment and protect his interest therein, including applicable insurance. The Engineer will, within ten (10) days after receipt of each Partial Payment Estimate, either indicate in writing his approval of payment and present the Partial Payment Estimate to the Owner, or return the partial payment estimate to the Contractor indicating in writing his reasons for refusing to approve payment. In the latter case, the Contractor may make the necessary corrections and resubmit the Partial Payment Estimate. The Owner will, within fourteen (14) days of presentation to him of an approved Partial Payment Estimate, pay the Contractor a Progress payment on the basis of the approved Partial Payment Estimate. The Owner shall retain ten percent (10%) of the amount of each payment until final completion and acceptance of all work covered by the Contract Documents. The Owner however, at any time after fifty percent (50%) of the work has been completed, if he finds that satisfactory progress is being made, may reduce retainage to five percent (5%) on the current and remaining estimates. When the work is substantially complete (operational or beneficial for occupancy), the retained amount may be further reduced below five percent (5%) to only that amount necessary to assure completion. On completion and acceptance of a part of the work on which the price is stated separately in the Contract Documents, payment may payment may be made in full, including retained percentages, less authorized deductions.
- B. The request for payment may also include an allowance for the cost of such major materials and equipment, which are suitably stored either at or near the site.
- C. Prior to substantial completion, the Owner, with the approval of the Engineer and with the concurrence of the Contractor, may use any completed or substantially completed portions of the work. Such use shall not constitute an acceptance of such portions of the work.
- D. The Owner shall have the right to enter the premises for the purpose of doing work not covered by the Contract Documents. This provision shall not be construed as relieving

- D. The Owner shall have the right to enter the premises for the purpose of doing work not covered by the Contract Documents. This provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the work, or the restoration of any damaged work except such as may be caused by agents or employees of the Owner.
- E. Upon completion and acceptance of the Work, the Engineer shall issue a certificate attached to the final payment request that the Work has been accepted by him under the conditions of the Contract Documents. The entire balance found to be due the Contractor, including the retained percentages, but except such sums as may be lawfully retained by the Owner, shall be paid to the Contractor within thirty (30) days of completion and acceptance of the work.
- F. The Contractor will indemnify and save the Owner or the Owner's agents harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, material men, and furnishers of machinery and arts thereof, equipment, tools, and all supplies incurred in the furtherance of the performance of the work. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so, the Owner may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation, a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of the Contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor, his Surety, or any third party. In paying any unpaid bills of the Contractor, any payment so made by the Owner shall be considered as a payment made under the Contract Documents by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payments made in good faith.
- G. If the Owner fails to make payment thirty (30) days after approval by the Engineer, in addition to other remedies available to the Contractor, there shall be added to each such payment, interest at the maximum legal rate commencing on the first day after said payment is due and continuing until the payment is received by the Contractor.

#### **500.20 ACCEPTANCE OF FINAL PAYMENT AS RELEASE**

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

#### **500.21 INSURANCE**

- A. The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of, or result from the Contractor's execution of

the work, whether such execution be by himself or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. Claims under workmen's compensation, disability benefit and other similar employee benefit acts;
  2. Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees;
  3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;
  4. Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person; and
  5. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from.
    - a. Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the work. The Certificates shall contain a provision that coverages afforded under the policies will not be canceled unless at least fifteen (15) days prior WRITTEN NOTICE has been given to the Owner.
- B. The Contractor shall procure and maintain, at his own expense, during the Contract Time, liability insurance as hereinafter specified.
1. Contractor's General Public Liability and Property Damage Insurance, including vehicle coverage, issued to the Contractor and protecting him from all claims for personal injury including death and all claims for destruction of, or damage to property arising out of, or in connection with any operations under the Contract Documents, whether such operations be by himself or by any subcontractor under him or anyone directly or indirectly employed by the Contractor or by a subcontractor under him. Insurance shall be written with a limit of liability of not less than \$500,000 for all damages arising out of bodily injury, including death, at any time resulting there from, sustained by anyone person in any one accident; and a limit of liability of not less than \$500,000 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$200,000 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than \$200,000 aggregate for any such damage sustained by two or more persons in any one accident.
  2. The Contractor shall acquire and maintain, if applicable, Fire and Extended Coverage Insurance upon the project to the full insurable value thereof for the benefit of the Owner, the contractor, and subcontractors as their interest may appear. This provision shall in no way release the Contractor or Contractor's surety from obligations under the Contract Documents to fully complete the project.
- D. The Contractor shall procure and maintain, at his own expense during the Contract Time, in accordance with the provisions of the laws of the state in which the work is performed, Workmen's Compensation Insurance, including occupational disease provisions, for all of his employees at the site of the project and in case any work is sublet, the Contractor shall require such subcontractor similarly to provide Workmen's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of

employees engaged in hazardous work under this contract at the site of the project is not protected under Workmen's Compensation statute, the Contractor shall provide, and shall cause each subcontractor to provide adequate and suitable insurance for the protection of his employees not otherwise protected.

- E. The Contractor shall secure, if applicable, "All Risk" type Builder's Risk Insurance for work to be performed. Unless specifically authorized by the Owner, the amount of such insurance shall not be less than Contract Price totaled in the Bid. The policy shall cover not less than the losses due to fire, explosion, hail, lightening, vandalism, malicious mischief, wind, collapse, riot, aircraft, and smoke during the Contract Time, and until the work is accepted by the Owner. The policy shall name as the insured, the Contractor, the Engineer, and the Owner.

#### **500.22 CONTRACT SECURITY**

The Contractor shall, within ten (10) days after the receipt of the Notice of Award, furnish the Owner with a Performance Bond and a Payment Bond in penal sums equal to the amount of the Contract Price, conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions and agreements of the Contract Documents, and upon the prompt payment by the Contractor to all persons supplying labor and materials in the prosecution of the Work provided by the Contract Documents. Such bonds shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the state in which the work is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. The expense of these Bonds shall be borne by the Contractor. If, at any time, a surety on any such bond is declared a bankrupt or loses its right to do business in the state in which the work is to be performed or is removed from the list of Surety Companies accepted on Federal bonds, Contractor shall, within ten (10) days after notice from the Owner to do so, substitute an acceptable bond (or bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the Owner.

#### **500.23 ASSIGNMENTS**

Neither the Contractor nor the Owner shall sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of his right, title or interest therein, or his obligations there under, without written consent of the other party.

#### **500.24 INDEMNIFICATION**

- A. The Contractor will indemnify and hold harmless the Owner and the Engineer 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, damage, loss or destruction of tangible property, including the loss of use resulting there from; and is caused in whole or in part by any negligent or willful act or omission of the Contractor, and subcontractor or any one directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

- B. In any and all claims against the Owner or the Engineer, or any of their agents or employees, by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefits acts.
- C. The obligation of the Contractor under this paragraph shall not extend to the liability of the Engineer, his agents or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or Specifications.

#### **500.25 SEPARATE CONTRACTS**

- A. The Owner reserves the right to let other contracts in connection with this project. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate his work with theirs. If the proper execution or results of any part of the Contractor's work depends upon the work of any other contractor, the Contractor shall inspect and promptly report to the Engineer any defects in such work that renders it unsuitable for such proper execution and results.
- B. The Owner may perform additional work related to the project by himself or he may let other contracts containing provisions similar to these. The Contractor will afford the other contractors who are parties to such contracts (or the Owner, if he is performing the additional work himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate his work with theirs.
- C. If the performance of additional work by other contractors or the owner is not noted in the Contract Documents prior to the execution of the Contract, WRITTEN NOTICE thereof shall be given to the Contractor prior to starting any such additional work. If the Contractor believes that the performance of such additional work by the Owner or others involves him in additional expense or entitles him to an extension of the Contract Time, he may make a claim therefore as provided in Section 14 and 15.

#### **500.26 SUBCONTRACTING**

- A. The Contractor may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.
- B. The Contractor shall not award the subcontractor(s), in excess of fifty percent (50%) of the Contract Price without prior written approval of the Owner.
- C. The Contractor shall be fully responsible to the Owner for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

- D. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the Contract Documents.
- E. Nothing contained in this Contract shall create any contractual relation between any subcontractor and the Owner.

#### **500.27 ENGINEER'S AUTHORITY**

- A. The Engineer shall act as the Owner's representative during the construction period. He shall decide questions, which may arise as to quality and acceptability of materials furnished and work performed. He shall interpret the intent of the Contract Documents in a fair and unbiased manner. The Engineer will make visits to the site and determine if the work is proceeding in accordance with the Contract Documents.
- B. The Contractor will be held strictly to the intent of the Contract Documents in regard to the quality of materials, workmanship and execution of the work. Inspections may be made at the factory or fabrication plant of the source of material supply.
- C. The Engineer will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.
- D. The Engineer shall promptly make decisions relative to interpretation of the Contract Documents.

#### **500.28 LAND AND RIGHTS-OF-WAY**

- A. Prior to issuance of NOTICE TO PROCEED, the Owner shall obtain all land and rights-of-way necessary for carrying out and for the completion of the work to be performed pursuant to the Contract Documents unless otherwise mutually agreed.
- B. The Owner shall provide to the Contractor information, which delineates and describes the lands owned and rights-of-way acquired.
- C. The Contractor shall provide at his own expense and without liability to the Owner any additional land and access thereto that the Contractor may desire for temporary construction facilities, or for storage of materials.

#### **500.29 GUARANTY**

The Contractor shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of substantial completion. The Contractor warrants and guarantees for a period of one (1) year from the date of substantial completion of the system, that the completed system is free from all defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such

defects including the repairs of any damage to other parts of the system resulting from such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred. The Performance Bond shall remain in full force and effect through the guarantee period.

**500.30 ARBITRATION**

- A. All claims, disputes and other matters in question and arising out of, or relating to the Contract Documents or the breach thereof, except for claims which have been waived by the making and acceptance of final payment as provided by Section 20, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any court having jurisdiction thereof.
- B. Notice of the Demand for Arbitration shall be filed in writing with the other party to the Contract Documents and with the American Arbitration Association, and a copy shall be filed with the Engineer. Demand for Arbitration shall in no event be made on any claim, dispute or other matter in question, which would be barred by the applicable statute of limitations.
- C. The Contractor will carry on the work and maintain the progress schedule during any arbitration proceedings unless otherwise mutually agreed in writing.

**500.31 TAXES**

The Contractor will pay all sales, consumer, use and other similar taxes required by the law of the place where the work is performed.

END OF SECTION

## GENERAL SITE WORK

## SECTION 501

1. General
2. Clearing and Grubbing
3. Excavation and Grading
4. Inspection and Testing
5. Payment

**501.1 GENERAL:**

Work under this section consists of all clearing, grubbing, excavation, borrowing, grading, storm drainage, fertilizing, grassing, and other items necessary for general site preparation, erosion control completion in accordance with the Drawings and these Specifications.

- A. References:
  1. ASTM D698-91(1998), Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft)
  2. ASTM A53-98, Standard Specification for Pipe, Steel, Black and Hot-Dipped Zinc-Coated, Welded and Seamless
  3. AASHTO T99-95, The Moisture-Density Relations of Soils Using a 2.5 Kg (5.5 Lb) Rammer and a 305 mm (12 in.) Drop
- B. Submittals: Provide product data for the following:
  1. Casing Pipe
- C. Special Requirements: N/A

**501.2 CLEARING AND GRUBBING**

Where trees or brush exist at the work site, the construction area shall be cleared and stumps grubbed. Only those trees that seriously interfere with construction shall be cut and care shall be exercised in protecting the entire construction area and all stumps, tops, logs and brush resulting from this operation shall be completely burned or otherwise disposed of to the Engineer's satisfaction.

- A. The Contractor shall consult with the Owner and Engineer prior to starting clearing and a full understanding is to be reached as to procedure. Contractor's operations shall be conducted with full consideration of all proper and legal rights of the Owner, adjacent property owners, and the public and with the least amount of inconvenience to them. The contractor is responsible for disposal of cleared debris.
- B. Minor structures within right-of-way limits and which interfere with construction shall be removed and disposed of, replaced or relocated as directed by the Engineer.
- C. Burning of cleared material, where allowed, shall be accomplished in strict accordance with all applicable local, state, and federal regulations pertaining to open burning and smoke abatement. Permits, shall be secured by the contractor prior to burning any materials.

**501.3 EXCAVATION AND GRADING:**

Excavation and grading shall include all site grading, structure excavation, backfill and pipe trenching and backfill. Excavation and grading shall also include on-site road and drive grading, borrow, disposal of excess or unsuitable material, procuring and placing topsoil, cleanup and dressing off.

- A. Site Grading shall conform to the grades indicated by the finished contours and spot elevations shown on the Drawings. The engineer will provide control points and CAD files. The contractor will be responsible for staking of right-of-way and any elevation hubs required. Where topsoil, pavement or other items are shown, the rough grade shall be finished to such depth below finished grade as is necessary to accommodate these items.
1. Excavation shall be made to the exact elevations, slopes and limits called for in the Drawings.
  2. Fills shall be constructed of material that is reasonably free from grass, roots, rock or other objectionable material. Where natural slopes exceed 3:1, horizontal benches shall be cut to receive fill material. Slopes of less than 3:1 and other areas shall be scarified prior to placing fill material.
    - a. Fills shall be constructed of acceptable material approved by the Engineer and placed in successive layers of not over eight inches loose thickness for the full width of section, where practical. Where rock is excavated along with other material, it shall be incorporated in fill sections which are not to support pavement or structures and which do not form dikes. Rock shall be evenly distributed. No organic materials will be allowed in fill.
    - b. Material for fills shall be spread evenly and the grading equipment routed over the work to obtain uniform compaction. Fills shall be compacted by approved equipment to the following percentages of Standard Proctor (ASTM D-698 or AASHTO T99) maximum dry density at optimum moisture content:
      1. Entire depth of fill beneath all structures - 100%.
      2. Top two feet of fill beneath all roadways - 98%.
      3. All other structural fill for embankments - 95%.
    - c. The Owner will retain the services of a testing laboratory to perform all required soils sampling and testing. These tests will be made at no cost to the Contractor. Areas in which testing reveals compaction below the specified density shall be reworked by the Contractor until specified compaction is attained.
    - d. Backfill around structures shall be performed upon completion of the structure, above finish grade, and after all piping has been properly installed and tested.
- B. Trenching
1. Sides of trenches shall be kept at nearly vertical as possible. Where paving is to be cut, it shall be cut in advance of trenching one foot wider than the specified width of the trench.

2. Trench bottoms shall be hand graded to provide uniform and continuous bearing for the pipe along its entire length, with bell holes being dug for pipe bells. No ridges, sags or under-cutting will be allowed.
  3. If approved by the Engineer and subject to suitable soil conditions, the trench may be excavated a few inches below the established subgrade and backfilled with selected material (from the excavation, if available) well compacted and so shaped as to give the pipes uniform bearing throughout their lengths at the established grade. Bell holes shall be dug to relieve the bells of load and to provide for competing the joints.
  4. In rock or other unyielding material, the excavation shall be made at least six inches below subgrade elevation. The trench shall be refilled with select material compacted in place as specified for ordinary excavation. Suitable material from excavation may be used, if available. If not, it shall be hauled in.
  5. Where the material at grade is unstable, soft, and incapable of supporting the pipe, the trench shall be excavated below grade, as directed by the Engineer, and refilled to grade with crushed stone or gravel so as to form a firm foundation for the pipe. Stone shall be compacted and graded so as to provide stable foundation and a uniform bearing for the pipe. Bell holes shall be provided as in other types of foundation.
  6. Should ground water be encountered in the bottom of the trench, the material, as directed by the Engineer, shall be excavated below grade sufficiently to allow a bed of crushed rock or gravel to be placed in which to bed the pipe. The work shall be done as for unstable foundations. The depth of cut below grade shall be sufficient to accomplish the purposed, and shall be as directed by the Engineer.
  7. The Contractor shall furnish all machinery for pumping and bailing and shall pump, bail or otherwise remove any water which may be found or shall accumulate in the trenches, and shall perform all work necessary to keep them clear of water while the pipe is being laid. The disposal of water after removal shall be satisfactory to the Engineer.
- C. Backfilling of Trenches – Shall be completed after the installation of each section of pipe. Backfilling shall be kept up with the pipe laying to the satisfaction of the Engineer.
1. Backfilling around the pipe and to a depth of at least one foot above the top of pipe shall only be select material containing no rocks or other objectionable material. As fast as the material is placed, it shall be cut under the haunches of the pipe with a shovel and thoroughly compacted with light mechanical tamps for the full width of the trench to provide support for the bottom and sides of the pipe. Filling shall be carried up evenly on both sides.
  2. For sewer mains only, trenches shall be excavated 4 inches below the established subgrade below the bottom of the pipe barrel, full width of the trench, and backfilled with compacted crushed stone, 3/4" and less or pea gravel with not less than 95% passing a 1/2" screen and 95% retained on a No. 4 screen.
  3. For remainder of the backfill, no frozen earth, debris, or rocks measuring more than six inches in size shall be used. In street, roads and shoulders, the backfill shall be placed in layers of not over 8 inches and thoroughly compacted with mechanical tampers, so as to avoid future settlement. The Contractor shall correct any future settlement within the guarantee period.
  4. In unpaved streets and shoulders of roads, the top six inches of trench shall be filled with select compacted material. In paved areas, the top of the trench shall be filled

with the specified base for pavement, well mixed and compacted. Any settlement of backfill below finish grade shall be promptly corrected.

5. All pipes shall be marked for detection from above ground. A magnetic detection tape marked "Caution Water Line Below" shall be placed approximately 18 inches below finished ground surface over all piping.
- D. Classification: All excavation will be unclassified, for payment purposes, unless stated otherwise.
- E. Dewatering: Depending upon the construction season, high groundwater levels may be encountered at the construction site. The Contractor shall provide, where required, open channel ditches, pumping sumps, well points or whatever other means are necessary to dewater the site prior to initiation of stripping and construction activities.
- F. Cleanup of the site shall be made upon completion of the grading work of any major part thereof and all excess material disposed of to the Engineer's satisfaction. Excess material shall be disposed of and dressed off on the site, or adjacent thereto, whenever possible.
- G. Topsoil shall consist of a natural loamy soil suitable as surfacing for lawns or roads, occurring usually in a surface layer six to eight inches thick. It shall be free from stones, sticks, weeds, unacceptable grass and other objectionable material. Otherwise the Contractor shall provide topsoil from other sources at his own expenses. All topsoil shall be approved by the Engineer.
  1. Topsoil shall be placed on the entire shoulder and ditch graded area, when required by Drawings, the Bid, or directed by the Engineer. It shall be distributed to a depth of four inches, measured loose, dressed off neatly to finish grade and all sticks, weeds, or other debris removed.
- H. Maintenance: The Contractor shall repair any damage due to erosion or other cause and shall maintain all slopes and grassed areas in good condition until a grass cover acceptable to the Engineer is obtained.
- I. Cutting and Replacing Pavement: Where pavement is to be cut for installation of pipe, or other utilities, the Contractor shall saw cut it neatly in advance of trenching and shall replace the pavement with base and new pavement as stipulated on the Drawings.
  1. All pavements shall be repaired within the same week that it is cut. Should inclement weather delay pavement replacement, the Contractor shall not cut additional pavement until he has notified the engineer and received specific permission and instructions.
  2. For asphalt pavement the entire area to be resurfaced (including edges of existing pavement replacement) shall be primed with an acceptable asphalt prime coat just prior to placing new asphalt pavement.
- J. Boring Operations: Boring Operations may include directional boring and or bore and case as stated on the Drawings and encroachment permits. Installation of encasement and carrier pipes shall include all related work and services such as mobilization of equipment, constructing and maintaining working pits, right-of-way maintenance and

restoration, traffic maintenance, mining, excavations, dewatering, protection, sheeting, shoring, bracing, cleaning up and moving out. Adequate sheeting, shoring and bracing for embankments, operating pits, and as elsewhere required shall be placed and maintained in order that work may proceed safely and expeditiously. After the carrier pipe is installed, each end of the encasement shall be closed with a masonry or concrete wall at least 4 inches thick, with a drainage opening at the lower end. Verify all alignment and grade settings prior to setting up boring rig. Alignment and uniform grade shall be maintained.

1. Boring Under Roadway: See enclosed SCDOT encroachment permit if applicable.
2. Boring Under Railroad: See enclosed encroachment permit if applicable.
3. Encasement Pipe: Encasement pipe shall be of the sizes shown on the drawings, and it shall be welded steel pipe.
  - a. Welded Steel Pipe shall conform to ASTM A53, Grade A, with minimum yield strength of 35,000 psi. Pipe shall be bituminous coated on the inside and outside. Minimum wall thickness shall be as follows:

Diameter (In.)	Thickness (In.)	Diameter (In.)	Thickness (In.)
Under 14	0.188	24	0.344
14 - 16	0.219	28 - 30	0.406
18	0.250	32	0.438
20	0.281	34 - 36	0.469
22	0.312	38 - 42	0.500

4. Carrier Pipe – See Drawings

**501.4 INSPECTION AND TESTING**

Roads/Parking Areas - Compaction of surfaces shall be witnessed by the engineer's representative. The test shall consist of a "proof roll" of both the subbase and base materials. The contractor shall provide a tandem axle truck loaded to a gross weight of 50,000 pounds for completing the test. When the design specifies curbing, compaction of the finish grade of the curb foundation shall also be tested by the "proof roll" method.

**501.4 PAYMENT**

Payment for unsuitable material, general grading and asphalt repairs are covered in this Section.

- A. Measurement and Payment for Unsuitable Material, General Grading and Asphalt Repairs will be as detailed below:
  1. Select Fill – Price will be adjusted and paid for at the unit price per cubic yard compacted in-place including all excavation, hauling, disposal of unsuitable material, and excavation, hauling, and compaction of select fill material as approved and directed by the Engineer.

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2. Cut Material - Price will be adjusted and paid for at the unit price per cubic yard in place including all excavation, hauling and disposal of material as approved and directed by the Engineer.
3. Asphalt Repairs, at the price per linear foot of various types, which shall include all cost of cutting and removing the pavement and base, and replacing base and pavement.
4. General Grading, at the price per square yard including all clearing, grubbing, excavation, shaping, subgrade preparation and compaction.

End of Section

SPECIAL CONDITIONS

SECTION 502

- |                                |                                  |
|--------------------------------|----------------------------------|
| 1. General                     | 6. Special Provisions            |
| 2. Contract Documents          | 7. Special Attention for Bidders |
| 3. Completion Time             | 8. Work on Highway Right-of-Way  |
| 4. Liquidated Damages          | 9. Work on Railroad Right-of-Way |
| 5. Classification of Earthwork |                                  |

**502.1 GENERAL**

Work covered by the Contract Documents consists of improvements as described in the BID Schedule, and as specified herein.

- A. All Bids shall include labor, materials, transportation, equipment, services, applicable taxes and other items necessary for a complete and acceptable job in compliance with the Drawings and Specifications.

**502.2 CONTRACT DOCUMENTS**

Documents covering the work under this project consist of the following items:

- A. Contract Documents:  
Dated September 2011 containing:
- a. Invitation to Bid
  - b. Instructions to Bidders
  - c. Bid
  - d. Bid Bond
  - e. Performance and Payment Bond
  - f. Construction Contract
  - g. Standard General Conditions of the Construction Contract
  - h. Specifications Sections 500, 501, 502, 508, 526
- B. Drawings Sheets. N/A
- C. All Documents are a part of this Contract and the requirements of each part shall apply to the entire project as may be applicable.

**502.3 COMPLETION TIME**

Work on the project shall be commenced with adequate forces, within the time stipulated in the "Bid" and shall be fully completed within 120 days which shall include Sundays and holidays.

**502.4 LIQUIDATED DAMAGES**

Liquidated damages sustained by the Owner, the Project not being completed within the stipulated time, shall be \$150.00 per day.

**502.5 CLASSIFICATION OF EARTHWORK**

All excavation and grading shall be unclassified.

**502.6 SPECIAL PROVISIONS**

The following special provisions shall be a part of this Contract.

- A. Any areas on or adjacent to the work site disturbed during the course of construction shall be restored to present or better condition.
- B. All chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymers, reactant or of other classification, must show approval of either EPA or USDA. Use of all such chemicals and disposal of residues shall be in conformance with instructions and these specifications.
- C. Safety and Health Regulations: The Contractor shall comply with the Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL 91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL 91-54).
- D. Protection of Property: The operations of the Contractor shall be conducted with full consideration of all the proper and legal rights of the Owner, and of adjacent property owners and the public, and with the least possible amount of inconvenience to them. Contractor shall coordinate all construction activities and schedules with Owner.
- E. Construction Staking: Contractor shall perform or provide all construction layout survey and grade staking. Survey control points if required are in place and identified on the plans.
- F. Siltation and Erosion Control: Erosion of soil shall be minimized during construction, and any areas on or adjacent to the work site disturbed during construction operations shall be restored to present or better condition. Contractor shall erect silt fences of sufficient strength to prevent silt erosion into main drainage channels and storm drainage structures.
- G. Underground Utilities: Sewer and water mains/services, telephone lines, power lines and cables may be encountered and should be anticipated along roadways and rights-of-ways. The Contractor shall contact representatives of all utilities to determine the exact locations of all existing facilities and underground utilities and shall make every effort to avoid damage to such. Any overhead utility lines and power poles, guys, etc., obstructing construction shall be protected from damage or moved by utility company, as necessary.

- H. Codes and Standards: Wherever reference is made to codes, standard specifications and regulations, on the Drawings or in these specifications, included but not limited to National Electric codes, Federal Specifications, ASTM, AWWA, ANSI specifications, various institute specifications, etc., it shall be understood that such reference is to the latest edition including addenda and revisions in effect on the date of these Contract Documents.
- I. Work Schedule: The Contractor shall submit to the Owner a construction schedule of proposed work sequence, target dates and activities, completely coordinated with the State Department of Transportation officials prior to submittal.

**502.7 SPECIAL ATTENTION FOR BIDDERS**

Bidders are directed to pay special attention to the following:

A. Submittal of Bids:

Comply exactly with all requirements and especially:

1. Show license numbers on outside of envelope.
2. All bids are to be submitted on the extra copy of the Bid Form, included herewith.
3. Be sure the Bid is signed by a responsible Agent of the Bidder.
4. Show receipt of all Addenda.
5. Include a 5% Certified Check, Bid Bond.

B. Taxes: It is to be noted that all applicable taxes are to be included in the Contract prices for all work and equipment.

C. Intent of Specifications: These Specifications specify and show materials deemed most suitable for the service anticipated. However, this is not done to eliminate other products equally as good and efficient. The Contractor shall prepare his bid on the basis of the particular materials specified. The awarding of the contract shall constitute a contractual obligation to furnish the specified materials or approved equal materials.

**502.8 WORK ON HIGHWAY RIGHT-OF-WAY**

The Contractor shall not begin work on any property of the State Department of Transportation until he has secured necessary permits. He shall conform to all requirements of the Highway Department, or its authorized representatives in the prosecution of this portion of the work. It shall be the responsibility of each Bidder to contact the local highway representative and to determine the requirements for work to be done. Requirements shall include, but are not limited to the following:

- A. The Contractor shall erect adequate warning signs and where necessary, place flagmen with appropriate red flags, to control traffic at construction site. The Contractor for each part of the work and all subcontractors will provide adequate barricades to properly protect the work and to warn all pedestrians and drivers as to the construction. From sundown to sun-up, adequate lighting will be provided to mark all construction and

hazards at night. The Engineer and his construction observer shall have the right to require such barricades and lighting as they feel is required if the Contractor fails to provide same. Signs and flagman shall be placed at sufficient distances from the work site so that ample warning is given to approaching traffic.

- B. Construction equipment such as loaders, tractors, cranes and trucks shall be operated in a manner to provide a safe condition and usable area for two-way traffic.

**502.9 WORK ON RAILROAD RIGHT-OF-WAY**

The Contractor shall not begin work on any property of the railroad until he has secured necessary permits. He shall notify the appropriate Railroad Company officials of the time that the work will be done and shall not begin work until authorized by railroad officials. Contractor shall conform to all requirements of the railroad, or its authorized representatives, in the prosecution of this portion of the work, including but not limited to the following:

- A. The Contractor shall furnish the Railway Company the following:
1. The Certificate of Workmen's Compensation or Employer's Liability Insurance according to the laws of the State.
  2. Certificate of the Contractor's Public Liability Insurance, to protect the contractor and subcontractor, in the amounts required by the Railway Company.
  3. The original policy of Railroad Protective Liability Insurance naming the Railway Company as the insured with terms and in the amounts of the coverage required by the Railway Company.
  4. The Contractor shall also pay the cost of flagmen or other expenses of the railroad in protecting traffic and personnel.

END OF SECTION

## ROAD SURFACING

## SECTION 508

- |                     |                           |
|---------------------|---------------------------|
| 1. General          | 5. Construction Procedure |
| 2. Site Conditions  | 6. Inspection and Testing |
| 3. Materials        | 7. Payment                |
| 4. Material Testing |                           |

**508.1 GENERAL**

The work under this Section consists of furnishing all materials, labor, equipment, and plant necessary to place and finish the hot-laid, asphalt concrete in accordance with these Specifications and as directed by the Engineer. All paved roadway construction shall be done in accordance with applicable section of the South Carolina Department of Transportation Standard Specifications for Highway Construction, latest edition (hereafter referred to as SCDOT Specs) with exceptions as outlined in this section.

- A. References:  
SCDOT Standard Specifications for Highway Construction, latest edition.
- B. Submittals: The Contractor shall provide a job mix formula 15 days prior to commencement of the paving operation.
- C. Special Requirements: \_\_\_\_\_

**508.2 SITE CONDITIONS**

The contractor shall, prior to beginning work on any section of line, consult with the engineer and determine that all rights-of-way and necessary permits have been obtained. The Contractor shall be familiar with all conditions and/or limitations of such rights-of-way and permits and shall fully comply with all such requirements. All work and any encroachment beyond these limits shall be the Contractor's liability. The Engineer will provide control points and CAD files, and the Contractor shall be responsible for all survey work for lines and grades.

**508.3 MATERIALS**

- A. Sand Clay Base: When specified, sand clay base shall be constructed under Section 303 of the South Carolina State Highway Department's Standard Specifications, compacted and in place, to the depths shown on the plans.
- B. Stabilized Aggregate Base: Materials for base shall conform to SCDOT Specs, in the following sections:
- |             |                       |
|-------------|-----------------------|
| Section 302 | Soil Aggregate Base   |
| Section 305 | Graded Aggregate Base |

- C. Priming: Prime the base course only when specified on the drawings. The prime coat shall be applied in accordance with SCDOT Specs.
- D. Asphalt Concrete: Crushed aggregate and bituminous material shall be combined in such proportions as to yield a mixture conforming to SCDOT Specs for the "TYPE" specified on the drawings.
- E. Tack Coat: The tack coat shall consist of asphalt cement, or acceptable grades of emulsified asphalt. If emulsion is used, it may be diluted with not more than 50% water. Use only when specified on the drawings
- F. Binder Course: Binder course material shall be applied when specified on the drawings per SCDOT Specs.
- G. Permanent Pavement Markings: Construction materials and methods shall conform to the section 627 of the SCDOT specifications. See drawings for locations. If shown on the drawings, use permanent raised pavement markings as specified in section 630 of SCDOT specifications.
- H. Use herbicide 'primatol' prior to placing asphalt on all parking lots or as stated on the drawings.

#### **508.4 MATERIAL TESTING**

Materials shall be subject to such testing as the Engineer may require should its acceptability be questioned.

#### **508.5 CONSTRUCTION PROCEDURE**

- A. Sub-grade Preparation:
  - 1. See 501 – General Site Work
- B. Stabilized Aggregate Base:
  - 1. This work shall consist of stabilized aggregate base, with prime when specified.
  - 2. While at optimum moisture the crushed stone base shall be compacted to not less than 100% of maximum dry density as determined by AASHTO 180 Method D.
  - 3. During placing and spreading caution shall be exercised to insure that sub-grade and/or shoulder material is not incorporated in the base course material.
- C. Patching:
  - 1. Deteriorated Pavement - The deteriorated pavement shall be removed to the width and length indicated by the plans, with the face of the cut to be straight and vertical. The pavement shall be removed to the depth indicated on the plans. In the event unstable material is encountered at this point then such additional material shall be removed as directed by the Engineer. The volume of material removed below the patch shall be backfilled with crushed stone and thoroughly compacted in 4-inch layers with vibratory

compactors. The work shall be conducted so that the patches are removed and replaced each day, with the roadway being opened to traffic by late afternoon.

2. Utility Cuts - Patching for utility cuts shall be performed as detailed on the plans.

D. Resurfacing:

1. The contractor will perform required patching and leveling before resurfacing. The deteriorated pavement shall be removed to the width and length indicated by the plans, with the face of the cut to be straight and vertical. The pavement shall be removed to the depth indicated on the plans. In the event unstable material is encountered at this point then such additional material shall be removed as directed by the Engineer. The volume of material removed below the patch shall be backfilled with crushed stone and thoroughly compacted in 4-inch layers with vibratory compactors. The work shall be conducted so that the patches are removed and replaced each day, with the roadway being opened to traffic by late afternoon.
2. Clipping dirt and grass from street/road edges and brooming will be performed. Contractor will clean up and re-grade disturbed shoulder material.
3. No paving will be allowed until the Engineer has inspected the base course and accepted as being smooth, even and uniformly compacted.
4. Application of Tack Coat - Prior to placement of any bituminous mixture on existing pavement surfaces, a tack coat shall be uniformly applied at the rate of 0.10 gallons per square yard.
5. The resurface course shall be the thickness and Type as specified, placed as directed by the engineer and in accordance with applicable sections of the South Carolina Highway Department Standard Specifications. Driveway tie-ins (aprons extending one (1) foot beyond pavement edge) will be required at all drives unless otherwise specified on the plans.

E. Paving (new construction):

1. When priming is required, the Contractor shall apply at the rate of 0.20 to 0.30 gallons per square yard (application temperature 90 to 130°F).
2. The contractor may select the equipment for spreading and compacting the mixture, except that intermediate rolling shall be accomplished with a pneumatic roller. The Contractor shall be responsible for monitoring the compaction process and will be responsible for making adjustments in equipment and/or roller patterns so that the finished asphalt pavement will meet the specified in-place density requirement.

**508.6 INSPECTION AND TESTING**

Testing - The Contractor shall be responsible for all retesting necessary because of failing tests on sub-base base or pavement samples. Base materials and pavement removed for sampling purposes shall be replaced by the Contractor at his expense.

**508.7 ACCEPTANCE AND CLEANUP**

- A. Correcting Deficient Work: The finished surface of the pavement shall be smooth and true to the established crown and grade. Any defective places shall be corrected after the first roller pass. When a deficiency is located, sufficient checks in the area

immediately surrounding it shall be made to determine its exact limits. Depressions shall be corrected by loosening the material with rakes to a depth of approximately one-half inch. Hot material from the bin of the finishing machine or a full hot truck shall be added, raked smooth, and compacted. Where the irregularity is in the form of a knot, the material shall be loosened to a depth somewhat greater than the final desired grade, the excess material removed, the area raked smooth and compacted. After completion of the final rolling the smoothness of the pavement shall be checked, any irregularities that exceed the specified tolerances or that retain water on the surface shall be corrected by removing the defective work and replacing with new material, as directed by the Engineer.

- B. Final Cleanup: Cleanup during construction activities and upon completion of work at the site(s) shall meet approval of the Engineer and Owner. All debris, waste, damaged and excess materials, tools, equipment, etc. shall be removed from the site and public right-of-way. Debris and waste materials shall be disposed of in an approved manner and location in accordance with regulations. The Contractor shall remove and properly dispose of all excess asphalt resulting from the construction of this project.

#### **508.7 PAYMENT**

The various items of asphalt concrete pavement work and pavement markings will be paid for at the respective contract prices which shall include all labor, material, equipment, plant and services required to complete work specified. No additional compensation will be considered, other than for extension of unit price quantities beyond those in the Bid Schedule, or for work done under the Extra Work Clause of the Contract Documents.

- A. Stone Base Course will be paid for at unit price per square yard, which shall include transportation, placing, compaction and grading as specified, in place.
- B. Asphalt Repairs will be paid for at unit price per square yard, which shall include removal of deteriorated pavement, compaction of subbase and placing, compaction and grading of stone base.
- C. Asphalt Concrete Binder Course will be paid for at unit price per square yard which shall include asphalt cement in the paving mixture, all costs of manufacture, transportation, placing, compaction, protection, site cleanup and shall also include the cost of prime or tack coats, as specified, in place.
- D. Asphalt Concrete Surface Course will be paid for at the unit price per square yard which shall include asphalt cement in the paving mixture, all costs of manufacture, transportation, placing, compaction, protection, site cleanup and shall also include the cost of prime or tack coats, as specified, in place.
- E. Pavement Markings will be paid for on a lump sum basis and shall include all labor, material, and equipment required to complete work specified per SCDOT Specs.

End of Section

CONCRETE STORM DRAINAGE PIPE

SECTION 526

526.1 GENERAL

Pipe shall be type, size, class and diameter as hereinafter specified and called for by the plans and/or bid form. Unless otherwise noted, pipe shall be circular and furnished in laying lengths of 4 to 8 feet.

526.2 MATERIAL

A. Reinforced Concrete Pipe shall meet requirements of ASTM C-76. Where a strength class is not specified, Class III pipe shall be used.

1. Joints shall be a pre-formed sealant. Use Ram-Nek or approved equal.
2. Concrete pipe tees and elbows shall conform to all applicable requirements for AASHO M-170 for the class of pipe tee or elbow specified.

B. Catch basin and manhole material shall consist of brick, precast or cast-in-place concrete, in accordance with the following requirements. All materials shall be approved by the Engineer prior to use.

1. Brick shall be concrete brick meeting ASTM Specification C55, Grade A, or No. 2 common hard clay or shale. All bricks shall be free from cracks and defects that would impair their strength or usefulness.
2. Precast concrete catch basins and manholes shall conform to ASTM C478 and shall consist of precast reinforced concrete riser sections, a monolithic base section and a conical or flat slab top section as required – all in accordance with the details shown on the drawings. Pipe openings shall be provided in base sections and riser sections as required, and shall be of suitable size to fit the pipe. Lifting holes may be provided in each section for ease of handling.

Joint material shall consist of mortar for brick and block structures. Jointing for precast structures shall be a pre-formed sealant such as Ram-Nek or approved equal.

C. Castings and steps shall be provided for each catch basin and manhole. Catch basin and manhole covers, frames, grates and steps shall conform to the details for each type catch basin and manhole on the drawings, or to similar plans differing in detail but of equally good design, provided such castings are approved by the Engineer prior to use. Covers, grates, and frames shall be machined to provide plane, smooth surfaces for uniform seating and interchangeability of covers. Rings and covers that provide imperfect seating will be rejected.

## CONCRETE STORM DRAINAGE PIPE-526

Castings shall be of cast iron of superior quality, tough and even texture, and of not less than 40% pig. They shall be clear of blow holes, and holes, cracks or other defects, properly finished and bituminous coated while hot.

- D. Masonry cement shall be of the best grade, conforming to ASTM Specification C91, Type II, of a brand approved by the Engineer. It shall be newly manufactured, well housed, kept dry and protected at all times.
- E. Crushed stone for foundation shall conform to ASTM C33, size No. 67, with the size range of 1/4 inch to 3/4 inch.

### 526.3 CLEARING

Clearing along pipelines shall be done prior to pipe installation. If required, clearing of trees and brush along pipelines shall be carefully done so that no damage will occur outside of right-of-way limits.

### 526.4 INSTALLATION

#### A. Pipe

1. Contractor shall haul pipe and appurtenances to the work site and distribute them neatly along the trench prior to laying. Pipe shall be carefully handled to prevent damage by using mechanical hoists or other approved methods. All damaged pipe and appurtenances shall be rejected and removed from the work site.
2. The contractor shall perform all excavation of every description and of whatever substance encountered in the depth shown on the plans or specified for all pipe, appurtenances, and structures.
3. The top portion of trenches may be excavated with sloping or vertical sides to any width which will not cause damage to adjoining structures, roadways, pavements, utilities or private property.
3. The bottom of all trenches, except as otherwise specified shall be rounded to conform to the bottom of the pipe so as to afford full bearing on the pipe barrel. The depth and width required for such shaping shall be directed by the Engineer.

B. Backfill

1. All trenches and excavation shall be backfilled immediately after the pipes are laid therein, unless other protection of the pipe line is directed. The backfilling material shall be selected and deposited with special reference to the future safety of the pipes. Except where special methods of bedding and tamping are provided for, clean earth, sand or rock dust shall be solidly tamped about the pipe up to a level at least two (2) feet above the top of the pipes, and shall be carefully deposited in uniform layers, each layer solidly tamped or rammed with proper tools so as not to injure or disturb the pipe line. The remainder of the backfilling of the trench shall be carried on simultaneously on both sides of the pipes in such a manner that injurious side pressures do not occur.
2. After placing the backfill up to a level slightly below the natural ground surface, surplus excavation shall be windrowed and maintained in a suitable manner to concentrate and pond surface run-off from rains over the trench; after sufficient settlement has been obtained, in the opinion of the Engineer, the Contractor shall complete the dressing, removal of surplus materials and surface clean-up in accordance with these specifications.
3. All backfilling of excavated portions requiring pavement shall be mechanically tamped in 6-inch layers using heavy duty tampers such as pneumatic jackhammers with tamping foot attachment. Each layer shall be thoroughly tamped to a density equivalent to at least 95% of a AASHO-T-99-49 Proctor Curve. Settlement in trenches shall be refilled with crushed stone or gravel and such maintenance shall continue until pavement is authorized by the Engineer.
4. Walking or working on the complete pipe sewer, except as may be necessary in tamping or backfilling, shall not be permitted until the trench has been backfilled to a height of at least two (2) feet over the top of the pipes.
5. Whenever the trenches have not been properly filled, or if settlement occurs, they shall be refilled, smoothed off and finally made to conform to the surface of the ground. Backfilling shall be carefully performed and the original surface restored to the full satisfaction of the Engineer. Backfill in open trenches across sidewalks and in roadways shall be made as above specified, except that fill above pipes shall be deposited in layers not to exceed 6 inches and thoroughly compacted as provided elsewhere in these specifications. Surplus material shall be disposed of as directed by the Engineer.

C. Joints

At joints, the pipe ends shall be thoroughly cleaned and sealed with pre-formed sealant such as Ram-Nek or approved equal.

D. Catch Basins and Junction Boxes

1. Catch basins and junction boxes shall be constructed in accordance with details on the drawings and shall be of true dimension and form.
2. Cast-in-place catch basins and junction boxes shall be constructed of 3,500 psi concrete and according to the material and construction specifications.
3. Bottoms for brick and concrete block manholes and catch basins shall be constructed of 3500 psi concrete and shall conform to the shape and form detailed on the drawings. Inverts for junction boxes shall be carefully and properly installed to suit the needs of each location.
4. Mortar for junction boxes and catch basins shall consist of one part Portland cement, one part hydrated lime, and six parts sand; or, two parts Masonry cement and six parts sand. All mortar shall be mixed with the least amount of water required for workability and shall be used before initial set has occurred. Retempering of mortar will not be permitted.
5. Brick catch basins and junction boxes shall be constructed by experienced masons on precast or cast-in-place concrete bottoms of the dimension and shape shown on the drawings. Brick shall be laid in level courses in mortar, as specified, with mortar joints approximately 1/2" thick. The joints shall be completely filled with mortar and inside joints struck flush. Steps shall be placed in each catch basin at 12" intervals. They shall be properly aligned and set level. Cast iron frames and gates shall be properly set in a bed of mortar and aligned to fit the brick work.
6. Precast catch basins and junction boxes shall be installed as follows:
  - a. Precast base sections shall be installed on a firm, stabilized foundation so prepared to prevent settlement and misalignment. Pipe openings shall be exactly aligned to that of the pipe entering and leaving the junction boxes.

**526.5 CLEAN UP**

Final Cleanup will meet the approval of the Engineer, the Owner, and the property owner where applicable, with all defects in ditch settlement, pavement patches or other deficiencies being promptly corrected.

**526.6 MEASUREMENT AND PAYMENT**

The various items of pipework construction will be paid for at the respective contract prices which shall include the cost of all equipment, labor, material and other items required to complete them as specified. No additional compensation will be considered, other than for extension of unit price quantities beyond those shown in the Bid, or for work done under an approved Change Order.

A. Measurement and Payment for Water Main Construction will be as detailed below:

1. Clearing and Grubbing of the water main right-of-way, where necessary, will be included in the cost of the water main and no additional payment will be made.
2. Pipe, in place, at the unit price per linear foot, for different classes and sizes, measured overall, which shall include all cost of excavation, sand or crushed stone for improved pipe bedding where required, handling, installing, connections to the system, testing, backfilling and cleanup.
3. Catch Basins, in place, at the unit price for each shall include all cost of handling and installing.
4. Junction Boxes, in place, at the unit price for each shall include all cost of handling and installing.
5. Repairing damaged utilities will be at the Contractor's expense and no compensation therefore will be allowed.

END OF SECTION

S.C. Department of Transportation  
Form 637 (Rev. 4/2008)

### Application for Encroachment Permit

To Page 2

Recd:  

Permit Nbr: 88092

<b>Applicant:</b> <u>Florence County</u>	<b>County:</b> <u>Florence</u>
<b>Street:</b> <u>PO Box 38</u>	<b>City/Route:</b> <u>1. US HWY 378/SC 341</u>
<b>City:</b> <u>Effingham</u>	<b>Road Name:</b> <u>W. Main St. 119</u>
<b>State:</b> <u>SC</u> <b>Zip:</b> <u>29521</u>	<u>2.</u>
<b>Phone:</b> <u>843-665-3022</u>	<u>3.</u>
<b>Fax:</b> <u>843-676-6625</u>	<u>4.</u>
<b>Contact:</b> <u>Carlise Gregg</u>	<u>5.</u>

**1. Type of Encroachment:**

Tie-in new improved Godley Morris Blvd. to US HWY 378/ SC HWY 341.  
Install new turn lanes at existing entrance.

**2. Description of Location:**

The tie-in will intersect US HWY 378 approximately 1075 LF East of the existing Godley Morris Blvd. intersection.

(Attach sketch indicating roadway features such as: pavement width, shoulder width, sidewalk and curb and gutter location, significant drainage structure, north arrow, right of way width, and location of the proposed encroachment with respect to the roadway centerline and the nearest intersecting road on the State system.)

3. The undersigned applicant hereby requests the SCDOT to permit encroachment on the SCDOT right of way as described herein. It is expressly understood that the encroachment, if and when constructed, shall be installed in accordance with the sketch attached hereto and made a part hereof.

The applicant agrees to comply with and be bound by the SCDOT's "A Policy for Accommodating Utilities on Highways Rights of way", "Standard Specifications for Highway Construction", the "General Provisions" and "Special Provisions", attached hereto or made a part hereof by reference, during the installation, operation and maintenance of said encroachment within the SCDOT's Right of Way.

**DISCHARGES OF STORM WATER AND NON-STORM WATER:** Work within State Highway right-of-way shall be conducted in compliance with all applicable requirements of the National Pollutant Discharge Elimination System (NPDES) permit(s) issued to the Department of Transportation (Department), to govern the discharge of storm water and non-storm water from its properties. Work shall also be in compliance with all other applicable Federal, State and Local laws and regulations, and with the Department's Encroachment Permits Manual and encroachment permit. The encroachment permit will not be issued until the applicant has received an NPDES construction permit from SC Department of Health and Environmental Control.

The applicant agrees to comply with all current SCDOT Standards Specifications for Highway Construction including all Supplemental Technical Specifications. The applicant hereby further agrees, and binds his/her/his heirs, personal representatives, successors, assigns, to assume any and all liability for accidents or injuries to persons, or damage to property, including the highway, that may be caused by the construction, maintenance, use, moving or removing of the physical appurtenances contemplated herein, and the applicant agrees to indemnify and hold SCDOT harmless from and against any and all claims for personal injury and/or property damage which may be sustained by any person by reason of the construction, maintenance or existence of said encroachment on the SCDOT's right of way.

Applicant's Name: Carlise Gregg Date: 9/2/2010

Applicant's Sig: *Carlise Gregg* 9-2-10 Title: Public Works Director

In accordance with your request and subject to all the provisions, terms, conditions, and restrictions stated in the application and the general and special provisions attached hereto, the SCDOT hereby approves your application for an encroachment permit. This permit shall become null and void unless the work contemplated herein shall have been completed prior to: 3-16-2017

NPDES Permit Nbr: \_\_\_\_\_

9-3-2010  
(Date received by Res. Mat'l. Eng.)

*Joe M...*  
(SCDOT Approval)

3-16-2017  
(Date)

**ORIGINAL**

## Application for Encroachment Permit

## General Provisions

Permit Nbr. 25007

1. **DEFINITIONS:** The word "Permittee" used herein shall mean the name of the person, firm, or corporation to whom this permit is addressed, his, her, heirs, personal representatives, successors, and assigns. The word "DEPARTMENT" shall mean the South Carolina Department of Transportation.
2. **NOTICE PRIOR TO STARTING WORK:** Before starting the work contemplated herein within the limits of the highway right-of-way, the Department's Resident Maintenance Engineer in the county in which the proposed work is located shall be notified 24 hours in advance so that he may be present while the work is underway.
3. **PERMIT SUBJECT TO INSPECTION:** This permit shall be kept at the site of the work at all times while said work is underway and must be shown to any representative of the Department or law enforcement on demand.
4. **PROTECTION OF HIGHWAY TRAFFIC:** The applicant shall be responsible for the protection of the highway traffic at all times during the construction, maintenance, removing or moving of the encroachment permitted herein. Detours, barricades, warning signs and flagmen, as necessary, shall be provided by and at the expense of the Permittee and shall be in accordance with the Manual on Uniform Traffic Control Devices (MUTCD). The work shall be planned and carried out so that there will be the least possible inconvenience to the motoring public. The Permittee agrees to observe all rules and regulations of the Department while carrying on the work contemplated herein and take all other precautions that circumstances warrant.
5. **STANDARDS OF CONSTRUCTION:** All work shall conform to the Department's standards of construction and shall be performed in a workman-like manner. The applicant shall make adequate provision for maintaining the proper drainage of the highway so it may be affected by the encroachment permitted herein. All work shall be subject to the supervision and satisfaction of the Department.
6. **FUTURE REMOVING OF PHYSICAL APPURTENANCES:** If in the opinion of the State Highway Engineer, it should ever become necessary to move or remove the physical appurtenances, or any part thereof contemplated herein, on account of changes in location of the highway, widening of the highway, or for any other sufficient reason, such moving shall be done on demand of the Department at the expense of the Permittee.
7. **RESTORATION OF HIGHWAY FACILITIES UPON MOVING OR REMOVING OF PHYSICAL APPURTENANCES:** If, and when, the physical appurtenances contemplated herein shall be moved or removed, either on the demand of the Department or at the option of the Permittee, the highway and facilities shall immediately be restored to their original condition at the expense of the Permittee.
8. **COSTS:** All work in connection with the construction, maintenance, moving or removing of the physical appurtenances contemplated herein shall be done by and at the expense of the Permittee.
9. **ADDITIONAL PERMISSIONS:**
- It is distinctly understood that this permit does not in any way grant or release any rights lawfully possessed by the abutting property owners. The Permittee shall secure any such rights, as necessary, from said abutting property owners.
  - The Permittee shall be responsible for obtaining all other approvals or permits necessary for installation of the encroachment from other government entities.
  - There shall be no excavation of soil nearer than two feet to any public utility line or appurtenant facility except with the consent of the owner thereof, or except upon special permission of this Department after an opportunity to be heard is given the owner of such line or appurtenant facility.
10. **ADDITIONAL WORK PERFORMANCE:**
- All crossings over the highway shall be constructed in accordance with "Specifications for Overhead Crossings of Light and Power Transmission Lines and Cables" Lines over each other and over Highway Rights of Way in South Carolina," as approved by the Public Service Commission of South Carolina and effective as of date of this permit.
  - All tunneling, boring, or jacking shall be done in such a way as not to disturb the highway surfacing.
  - No pavement shall be cut unless specifically authorized herein.
  - No excavation shall be nearer than three feet to the edge of pavement unless specifically authorized herein.
  - Underground facilities will be located at minimum depths as defined in the "Utility Accommodations Manual" for the transmittant, generally six feet minimum for hazardous or dangerous transmittant, 3 feet minimum for other lines. The Department may approve shallower depths if adequate protection is provided. Such approval must be obtained in writing.
  - Service and other small diameter pipes shall be latched, braced, or otherwise forced underneath the pavement on any suspended road without disturbing the pavement. The section under the highway pavement and within a distance of three (3) feet on either side shall be continuous without joints.
11. **ACCESS:**
- Permittee is responsible for maintaining reasonable access to private driveways during construction.
  - It is expressly provided that, with respect to any unimproved access highway, the Permittee shall not have or gain access from the main traveled way of the highway, or the on or off ramps to such facility, except upon approval by the Department.
12. **DRIVEWAYS:**
- The existing crown of the highway shall be continued to the outside shoulder line of the highway.
  - If the driveway or approach to concrete pavement, the pavement shall be constructed at least 6 inches thick and with a minimum of class 2500 concrete. There shall be a bituminous expansion joint, not less than 3/4 inches in thickness, placed between the highway paving and the paving of the approach for the full width of the approach.
13. **BEAUTIFICATION:**
- All trees, plants, flowers, etc. shall be planted in accordance with the provisions specifically stipulated herein.
  - All trees, plants, flowers, etc. shall be maintained by, and at the expense of, the Permittee and the provisions of this permit shall become null and void if and when said Permittee ceases to maintain said trees, plants, flowers, etc.
14. **AS-BUILT PLANS:**
- The applicant shall provide the Department with survey, quality as-built plans in accordance with the requirements set forth in the Department's "A Policy for Accommodating Utilities on Highway Rights of Way."

# Encroachment Permit Application Special Provisions

Applicant: Florence County Permit Number: 88092

- 1 Notify SCDOT 24hrs prior to work start.  
\_\_\_\_\_
- 2 See general provisions.  
\_\_\_\_\_
- 3 All work shall comply with SCDOT STANDARD SPECIFICATIONS & STANDARD SPECIFICATIONS  
& STANDARD DRAWINGS MOST RECENT EDITION  
\_\_\_\_\_
- 4 All pavement markings (thermoplastic and raised pavement markers) shall be placed in accordance to  
SCDOT Standards and Specifications.  
\_\_\_\_\_
- 5 Any earthwork performed shall be tested by a testing firm that is SCDOT certified  
\_\_\_\_\_
- 6 Any asphalt work performed shall be tested by a testing firm that is SCDOT certified  
\_\_\_\_\_
- 7 All certified test reports shall be forwarded to the Florence Maintenance Office  
\_\_\_\_\_
- 8 As-built construction plans shall be submitted at completion of project.  
\_\_\_\_\_
- 9 Turn lanes at existing access shall be installed and operational prior to use of the new access point.  
\_\_\_\_\_
- 10 \_\_\_\_\_  
\_\_\_\_\_

SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION  
HIGHWAY MAINTENANCE MANAGEMENT SYSTEM  
Encroachment Permit

Permit No: 88092  
Permit Decision Date: March 16, 2011  
Expiration Date: March 16, 2012

Type Permit  
ROAD CONNECTION (NON DRIVEWAY)

Location  
District 5  
Work County FLORENCE  
Type SC  
Route 341  
Aux 00  
Begin MP 1.18  
End MP 1.18

Contact Information  
Applicant: FLORENCE COUNTY WATER  
Contact: CHARLIE GREGG  
Address: PO BOX 38  
Phone: (843) 665-3022  
Phone: (843) 665-3022

City: EFFINGHAM  
State: SC  
Zip: 29541

Comments  
TIE-IN NEW IMPROVED GODLEY MORRIS BLVD. TO US 378/ SC 341 AND TURN LANES

- Special Provisions
- 123 - ALL WORK PERFORMED IN CONNECTION WITH THIS PERMIT SHALL CONFORM TO THE SCDOT "A POLICY FOR ACCOMMODATING UTILITIES ON HIGHWAY RIGHT-OF-WAY", DATED AUGUST 2005.
  - 209 - DISTURBED VEGETATION SHALL BE RESEEDDED ACCORDING TO THE SPECIFICATION FOR HIGHWAY CONSTRUCTION.
  - 306 - TRAFFIC CONTROL, LIGHTS, SIGNS AND FLAG-MEN WILL BE FURNISHED BY APPLICANT AND WILL CONFORM TO PART VI OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
  - 4 - SCDOT SHALL BE NOTIFIED WHEN WORK DEFINED IN THE PERMIT STARTS AS WELL AS WHEN THE WORK IS COMPLETED. REFERENCE SHALL BE MADE BY PERMIT NUMBER.



Notice of Intent (NOI) for Stormwater Discharges from  
Large and Small Construction Activities  
NPDES General Permit SCR100000



Florence County  
MS4

For official use only

File number: 21-10-09-02  
Permit number: SCR10 N 439  
Submittal package complete: \_\_\_\_\_

For official use only

SCR 10 N 439  
21-10-09-02  
11-16-2010  
PETER NIKENKOV

Submission of an NOI constitutes notice that the entity identified in Section I intends to be authorized under SCR100000, instructions on page 4.

Date: 09/15/2010

Project/ Site Name: Godley Morris Blvd.

Location: Lake City

I. Project Information

Project Owner/ Operator (Company or person): Florence County  
Permit Contact (if owner is company): CARLIE GREGG Company EIN: \_\_\_\_\_  
Mailing Address: 6746 FRIENDFIELD RD. City: EFFINGHAM State: SC Zip: 29541  
Phone: (Day) 843-665-3050 (Mobile) \_\_\_\_\_ (Fax) 843-676-8635  
Email address (optional): \_\_\_\_\_

II. Property Information

A. Site Location (street address, nearest intersection, etc.): INTERS. GODLEY MORRIS BLVD. AND HWY 378  
City/ Town (if in limits): LAKE CITY Latitude: 33° 53' 05" N Longitude: 79° 46' 51" W  
Tax map # (list all): \_\_\_\_\_  
B. Property Owner (if different from section I above): \_\_\_\_\_  
Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: (Day) \_\_\_\_\_

III. Site Information

A. Disturbed area (to the nearest tenth of an acre): 2.6 AC Total area: 2.6 AC  
B. Is this project part of a Larger Common Plan for Development or Sale (LCP)?  Yes  No  
If yes, what is the previous state permit number? \_\_\_\_\_ Previous NPDES number: SCR10  
LCP/ Overall Development Name: Godley Morris Community Center  
C. Start Date (MM/DD/YYYY): 09/30/2010 Completion Date: 09/30/2011  
D. Is this site located on Indian Lands?  Yes  No (if yes, name of reservation: \_\_\_\_\_)  
E. Type of Activity (check all that apply):  
 Commercial  Residential: Single-family  Linear (Roads, utility lines, etc.)  Other: \_\_\_\_\_  
 Institutional  Residential: Multi-family  Site Preparation (No new impervious)  
F. Are there any flooding problems downstream or adjacent to this site?  Yes  No  
G. Has SCDHEC or Florence County issued a Notice to Comply or Notice of Violation for this site or LCP?  Yes  No  
H. Is any part of the property located outside of the limits of Florence County in another MS4?  Yes  No  
If yes, list the MS4 operator name: \_\_\_\_\_  
I. List all state and federal environmental permits or approvals applied for or obtained for this site (e.g., RCRA):  
NONE

IV. Waterbody Information

A. Nearest receiving waterbody(s) (RWB): CAMP BRANCH Distance to nearest RWB (feet): 1,100  
Classification of nearest RWB: FW Next/Nearest named RWB: LAKE SWAMP

B. Wetlands/ Waters of the State

1. Waters of the U.S. / State	On the site?	If yes, delineated/identified	Impacts?	Amount of impacts
a. Jurisdictional wetlands	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	Ac
b. Non-jurisdictional Wetlands	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	Ac
c. Other Waters (List):	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	Ac Feet

2. If yes for impacts in item B.1., describe each impact and activity, and list all permits (e.g., USACOE Nationwide permit, SCDHEC General Permit) and certifications that have been applied for or obtained for each impact.  
N/A

**C. Impaired Waterbodies (See Instructions.)**

List the nearest SCDHEC Water Quality monitoring station(s) [WQMS(s)] to which construction stormwater (SW) discharges will drain and the corresponding waterbody(s). (WQMS): PD-346 Waterbody(s): CAMP BRANCH

1. Is this WQMS(s) listed on the most current 303(d) List for Impaired Waters?  Yes  No

a. If yes for (1), list the impairment(s) DO, FC

b. If yes for (1), will the site's construction SW discharges contain any pollutant(s) causing the impairment(s)?  Yes  No

c. If yes for (b), list the impairment(s) affected by the pollutant(s) referenced in (b).

d. If yes for (b), will use of the proposed BMPs ensure that the site's discharges will not contribute to or cause further water quality standard violations for the impairment(s) listed in (c)?  Yes  No

2. Has a TMDL(s) been developed for this WQMS(s)?  Yes  No

a. If yes for (2), list the impairment(s).

b. If yes for (2), has the standard been attained for the impairment(s)?  Yes  No

c. If no for (b), will the site's construction SW discharges contain any pollutant(s) causing the impairment(s)?  Yes  No

d. If yes for (c), are your discharges consistent with the assumptions and requirements of the TMDL(s)?  Yes  No

**D. Are S.C. Navigable Waters (SCNW) on the site?**  Yes  No

a. If yes, list the name of the SCNW.

b. If yes, will any construction activities cross over, or occur in, under, or through the SCNW?  Yes  No

c. If yes for (b), then describe activities:

d. If yes for (b), are the activities in SCNW covered under a SCDHEC General Permit or other SCDHEC permit?  Yes  No

e. If no for (d), has an SCNW permit been applied for or issued for the site?

Yes, for all activities  Yes, for some activities  No

f. If yes for (d), list permit number(s) and corresponding activities:

**V. Operator Information**

A. SWPPP Preparer: GLENN T. KIRVEN

S.C. Registration #: 12702

Company/ Firm: DAVIS AND BROWN

S.C. COA #: 00413

Mailing Address: PO BOX 15038 City: QUINBY

State: SC Zip: 29506

Phone: (Day) 843-665-6746 (Mobile) \_\_\_\_\_ (Fax) \_\_\_\_\_

Email address (optional): \_\_\_\_\_

B. Operator of Day-to-Day Site Activities [ODSA] (Company or person): \_\_\_\_\_

Site Contact (if ODSA is company): \_\_\_\_\_

Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: (Day) \_\_\_\_\_ (Mobile) \_\_\_\_\_ (Fax) \_\_\_\_\_

**VI. Signatures and Certifications: DO NOT SIGN IN BLACK INK!**

A. One copy of the SWPPP, all specifications and supporting calculations, forms, and reports are herewith submitted and made a part of this application. I have placed my signature and seal on the design documents submitted, signifying that I accept responsibility for the design of the system. Further, I certify to the best of my knowledge and belief that the design is consistent with the requirements of Title 48, Chapter 14 of the Code of Laws of SC, 1976, as amended, pursuant to Regulation 72-300 et seq., and in accordance with the terms and conditions of SCR 100000. (This should be person identified in Section V.A.) Please check one:  Engineer  Tier B Land Surveyor  Landscape Architect

GLENN T. KIRVEN

12702

Printed name of SWPPP Preparer

Signature of SWPPP Preparer

S.C. Registration #

(DO NOT SIGN IN BLACK INK)

B. I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

I hereby certify that all land-disturbing construction and associated activity pertaining to this site shall be accomplished pursuant to and in keeping with the terms and conditions of the approved plans and SCR 100000. I also certify that a responsible person will be assigned to the project for day-to-day control. I hereby grant authorization to the Department of Health and Environmental Control and/or the local implementing agency the right of access to the site at all times for the purpose of on-site inspections during the course of construction and to perform maintenance inspections following the completion of the land-disturbing activity. (See Section 122.22 of S.C. Reg. 61-9 for signatory authority information.)

ARTHUR C. GREGG JR

Arthur C. Gregg Jr

R.W. Director

Printed name of Project Owner/Operator

Signature of Project Owner/Operator

Title/Position

(DO NOT SIGN IN BLACK INK)



C. Earl Hunter, Commissioner

*Promoting and protecting the health of the public and the environment*

November 16, 2010

ARTHUR C. GREGG JR.  
FLORENCE COUNTY  
6746 FRIENDFIELD RD.  
EFFINGHAM SC 29541

RE: GODLEY MORRIS BLVD IMPROVEMENTS, Florence County  
File number: 21-10-09-02

Dear Arthur C. Gregg Jr.:

The Department of Health and Environmental Control (Department or DHEC) has approved the Stormwater Pollution Prevention Plan (SWPPP) for the referenced project on November 16, 2010. Based on your submission of the Notice of Intent (NOI) and in accordance with the NPDES General Permit for Storm Water Discharges from Large and Small Construction Activities SCR100000 (2006 CGP), this project has been granted coverage under the 2006 CGP. This project's general permit coverage number is SCR10N439. The total disturbed area for this site is 2.6 acres.

The inspections for this site must be performed by qualified personnel who meets the requirements list in Section 3.10.D of the 2006 CGP. Qualified personnel must be one of the following:

1. SWPPP preparer
2. Person under direct supervision of SWPPP preparer
3. Person who has been certified through a Construction Site Inspector Certification Course that has been approved by DHEC (see our website for a list of approved courses)
4. Person with registration equivalent of SWPPP preparer
5. Person under direct supervision of person with registration equivalent to SWPPP preparer

Because this project is part of a larger common plan for development or sale (LCP), all applications for future land-disturbing activities that are part of this LCP (phases, outparcels, etc.) should include the above-referenced file number (21-10-09-02), NPDES coverage number (SCR10N439), and project name GODLEY MORRIS BLVD.

The 2006 CGP can be downloaded at the following website:

<http://www.scdhec.gov/environment/water/dcx/finalcgp.pdf> or you may request a copy from us via email ([stormwatercgp@dhec.sc.gov](mailto:stormwatercgp@dhec.sc.gov)). You are responsible for ensuring your contractor(s) complies with the approved SWPPP and the minimum requirements of the 2006 CGP. Also, you are responsible for overall compliance with the Storm Water Management and Sediment Reduction Act of 1991 (1991 Act) and the Federal Clean Water Act (CWA).

You must notify this DHEC EQC Regional Office prior to starting any land-disturbing activity. The address and telephone number of the EQC office are as follows:

Florence EQC Office  
145 E. CHEVES ST  
FLORENCE SC 29506-2526  
843-661-4825

You should be aware that this approval is only applicable for the SWPPP that was submitted for this project. Any additional construction or land disturbing activity beyond the scope of the approved plans is not authorized. Any future work for this project not shown on the stamped, approved plans will require that you submit another site plan for review and approval. All major modifications require review and approval by the Department. Minor modifications to the approved SWPPP may be made by the SWPPP preparer and do not require review and approval by the Department; these changes should be signed and dated by the SWPPP preparer. If you have a question about whether a modification is major or minor, contact the Stormwater Permitting Section at (803) 898-4300.

Three (3) sets of stamped, approved plans are being provided to your engineer. A copy of the stamped, approved SWPPP (including a copy the 2006 CGP and signed co-permittee and contractor certifications), NOI, and CGP coverage letter from DHEC must be retained at the construction site (or accessible within 30 minutes during normal business hours) from the date of commencement of construction activities to the date of final stabilization. A copy of the stamped, approved SWPPP must be available at a central location on-site for the use of all those identified as having responsibilities under the SWPPP whenever they are on the construction site. If an on-site location is unavailable to store the SWPPP when no personnel are present, notice of the plan's location must be posted near the main entrance at the construction site.

All contractors who will conduct land-disturbing activities at the site must sign a certification statement as a co-permittee or as a contractor who is not a co-permittee. You are responsible for any contractor who is not a permittee. You are also responsible for listing all contractors in the SWPPP and for holding a pre-construction conference with each co-permittee and contractor who is not a co-permittee before they can conduct land-disturbing activity at the site.

The Department may conduct periodic inspections of your site. Any violations found during these inspections may result in enforcement action. Failure to comply with the approved SWPPP or the minimum requirements of the 2006 CGP, 1991 Act, or CWA may subject you to applicable penalties.

This NPDES coverage should be terminated by the permittee when one of the conditions listed in Section 5.1 of the 2006 CGP has been met. You must submit a Notice of Termination (NOT) to cancel your NPDES coverage under the 2006 CGP. Please see section 5.1 of the 2006 CGP for more information about termination of coverage.

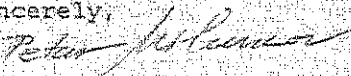
You are responsible for obtaining any other federal, state, or local permit that may be required for this project. Please note we have not sent a copy of this

letter to any county or city building official. You must send a copy of this letter to these agencies, if necessary.

Please see the enclosed "Notice of Appeal Procedure" document for information about the procedures for appealing this NPDES coverage. Also, see the enclosed document from the S.C. DHEC Compliance Assurance Division detailing some of the compliance requirements of the 2006 CGP.

If you have any questions or cannot access the referenced websites, please call me at 803-898-4013.

Sincerely,



Petar I. Milankov  
Stormwater Permitting Section

CC: Glenn T. Kirven-DAVIS & BROWN  
Region 4, Florence EOC Office



C. Earl Hunter, Commissioner

*Promoting and protecting the health of the public and the environment*

**Notice of Appeal Procedure**  
Pursuant to S.C. Code Section 44-1-60

1. This decision of the S.C. Department of Health and Environmental Control (Department) becomes the final agency decision 15 calendar days after notice of the decision has been mailed to the applicant or respondent, unless a written request for final review accompanied by a filing fee in the amount of \$100 is filed with the Department by the applicant, permittee, licensee, or affected person.
2. An applicant, permittee, licensee, or affected person who wishes to appeal this decision must file a timely written request for final review with the Clerk of the Board at the following address or by facsimile at 803-898-3393. A filing fee in the amount of \$100 made payable to SC DHEC must also be received by the Clerk within the time allowed for filing a request for final review. However, if a request for final review is filed by facsimile, the filing fee may be mailed to the Clerk of the Board if the envelope is postmarked within the time allowed for filing a request for final review.  
  
Clerk of the Board  
SC DHEC  
2600 Bull Street  
Columbia, SC 29201
3. In order to be timely, a request for final review must be received by the Clerk of the Board within 15 calendar days after notice of the decision has been mailed to the applicant or respondent. If the 15th day occurs on a weekend or State holiday, the request is due to be received by the Clerk of the Board on the next working day. The request for final review must be received by the Clerk of the Board by 5:00 p.m. on the date it is due. A request for final review will be returned to the requestor if the filing fee is not received on time as described above.
4. The request for final review should include the following:
  - a. the grounds on which the Department's decision is challenged and the specific changes sought in the decision
  - b. a statement of any significant issues or factors the Board should consider in deciding whether to conduct a final review conference
  - c. a copy of the Department's decision for which review is requested
5. If a timely request for final review is filed with the Clerk of the Board, the Clerk will provide additional information regarding procedures. If the Board declines in writing to schedule a final review conference, the Department's decision becomes the final agency decision and an applicant, permittee, licensee, or affected person may request a contested case hearing before the Administrative Law Court within 30 calendar days after notice is mailed that the Board declined to hold a final review conference.

The above information is provided as a courtesy; parties are responsible for complying with all applicable legal requirements.

July 1, 2010

## New Compliance Requirements:

### Facility inspections and monthly reports

Please note that there are several new compliance requirements under the recently issued NPDES General Permit for Storm Water Discharges from Large and Small Construction Activities, SCR100000 (2006 CGP).

- One of the following inspection schedules has been identified in your approved Storm Water Pollution Prevention Plan (SWPPP): Inspections of the site must be conducted at least once every 7 calendar days or at least once every 14 days and within 24 hours of the end of a storm event of 0.5 inches or greater. You must notify the Department (Bureau of Water, Compliance Assurance Division) in writing to switch your inspection schedule.
  - Inspections conducted under this requirement must be available with the SWPPP and include at a minimum: a) Inspection date, b) Name, title, and qualifications of inspection personnel, c) Weather information since last inspection, including details of storm events d) Weather information and discharge information observed during the inspection, e) Location of discharges of sediment or pollutants from the site, f) Locations of Best Management Practices (BMPs) that need maintenance, g) Locations of BMPs that failed to operate as designed or were inadequate for a particular location, h) Locations where additional BMPs are needed, i) Corrective action required including changes needed in the SWPPP and implementation dates. (An inspection form that may be used for these inspections is available at <http://www.scdhec.gov/stormwater> or from the Compliance Assurance Division)
  - For sites disturbing more than 2 acres, these inspections must be conducted by "qualified personnel" (please see section 3.10D of the 2006 CGP for details on "qualified personnel").
  - For construction sites disturbing 10 acres or more, a monthly report must be submitted to SCDHEC, Bureau of Water, Compliance Assurance Division, 2600 Bull St. Columbia, SC 29201 by the 28<sup>th</sup> day of the following month and, if applicable, the appropriate Municipal Separate Storm Sewer System (MS4) operator. The monthly report must include at a minimum: a) A summary of the inspections conducted during the month, b) A listing of deficiencies and the date noted, c) For deficiencies requiring corrective action, list the name, address, and telephone number or the responsible party, d) Whether the deficiency was listed in a previous monthly report, e) Corrective actions taken and the date the actions were completed, f) Whether the SWPPP was updated to deal with the noted deficiencies, g) A copy of each inspection conducted during the month. In addition, the first monthly report must include all co-permittee agreements and contractor certifications. As co-permittees and contractors are added during the life of the project, applicable agreements and certifications must be submitted with the next monthly report. These must also be available with the SWPPP. If construction has not begun, the monthly report is still required, but it may simply state that construction has not yet started.
- Note:** For construction sites disturbing less than ten (10) acres, DHEC may require monthly reports on either a Project-by-Project basis or Operator-by-Operator basis.