

BEAUFORT-JASPER WATER & SEWER AUTHORITY



Project Specifications

PROJECT: Raw Water Canal Improvements

CIP 1894

May 2020

BID DATE: June 11, 2020

SECTION 00005
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FOR
BEAUFORT-JASPER WATER & SEWER AUTHORITY
BJWSA PROJECT NUMBER 1894

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For complete list of specifications, reference www.bjwsa.org (primary website)

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For complete list of specifications, reference <https://www.scdot.org/business/standard-specifications.aspx> or <https://www.scdot.org/business/road-technical-specs.aspx>

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By Cranston Engineering, Dated: May 14, 2020

APPENDIX B – RAW WATER CANAL IMPROVEMENTS STRUCTURAL ASSESSMENT REPORT FOR CANAL CROSSING REHABILITATION

By Cranston Engineering, Dated: February 14, 2020

END OF SECTION
00020

INVITATION FOR BIDS

Owner: Beaufort-Jasper Water & Sewer Authority

BJWSA Project No.: 1894

Separate sealed bids for Raw Water Canal Improvements for the Beaufort –Jasper Water & Sewer Authority will be received by the Owner in the Beaufort-Jasper Water & Sewer Authority Office at 6 Snake Road, Okatie, South Carolina until 2:00 P.M. on June 11, 2020 and then at said place be publicly opened and read aloud.

The work to be done consists of furnishing all materials, equipment and labor necessary to rehab/replace and construct the Raw Water Canal Improvements.

The Information for Bidders, Bid Form, Contract, Plans, Specifications, Bid Bond, Performance Bond and Payment Bond, and other contract documents may be examined at the following locations:

Owner: BJWSA, 6 Snake Road, Okatie, SC.
Engineers: Cranston Engineering Group, PC

Drawings, specifications and contract documents may be obtained from the office of BJWSA, 6 Snake Road, Okatie, SC 29909. When requesting drawings, specifications or contract documents, provide the following information about your company: Mailing address; street (UPS) address; telephone number; and FAX number (if applicable).

Bidders must deposit security with all bids. Security shall be in the form of a certified check or bid bond made payable to the Owner, and shall be for an amount equal to not less than five percent (5%) of the amount of the bid. Provisions of the security shall be as described in the Information for Bidders.

No bid will be considered unless the bidder is legally qualified under the provisions of the South Carolina Contractor's Licensing Law (South Carolina Code of Laws as amended on April 1, 1999, Chapter 11, Sections 40-11-10 through 40-11-428).

Contractors shall have a classification of WL.

No bidder may withdraw the bid within 90 days after the actual date of the opening and thereof.

The Owner reserves the right to waive any informalities or to reject any or all bids.

ENGINEER

Cranston Engineering Group, PC
14 Westbury Park Way, Suite 202
Bluffton, SC 22910

OWNER

Beaufort Jasper Water & Sewer Authority
6 Snake Road
Okatie, SC 29909

END OF SECTION

INFORMATION FOR BIDDERS

1. RECEIPT AND OPENING OF BIDS

The Beaufort Jasper Water & Sewer Authority (hereinafter called the "Owner"), invites bids on the Bid Form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner in the Beaufort Jasper Water & Sewer Authority office at 6 Snake Road, Okatie, South Carolina, until 2:00 P.M. on June 11, 2020 at which time said bids will be publicly opened and read aloud. The envelopes containing your bid and Bid Bond only must be sealed, addressed to Beaufort Jasper Water & Sewer Authority and designated as Bid for Raw Water Canal Improvements.

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities 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 90 days after the actual date of the opening thereof.

2. PREPARATION OF BID

Each bid must be submitted on the Bid Form. All blank spaces for bid prices must be filled in, in ink or typewritten and a Bid Bond must be submitted with the bid.

Bids which are incomplete, unbalanced, conditional or obscure, or which contain additions not called for, erasures, alterations, or irregularities of any kind, or which do not comply with the Information for Bidders, may be rejected at the option of the Owner.

The correct total amount bid for the completed work is defined as the correct sum total of the amounts bid for the individual items in the Proposal. The correct amount bid for each unit price item is defined as the correct product of the quantity listed for the item by the unit price bid.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, bidder's address, Contractor's License Number, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified above.

3. SUBCONTRACTS

The bidder is specifically advised that any person, firm or other party to whom it is proposed to award a subcontract under this contract must be approved by the Owner.

5. METHOD OF BIDDING

The Owner invites the following bid(s):

- a. Lump Sum Base proposal for each Division (1, 2 & 3 as shown on the RAW WATER CANAL IMPROVEMENT BID SET prepared by Cranston Engineering dated 5/14/2020) as well as Unit Prices for items listed on the attached Bid Form. BJWSA prefers to select one (1) contractor for all three (3) Divisions of work, however all work may not occur simultaneously.

* All prices provided in the bid form represent a final contract price inclusive of any applicable taxes and freight

6. QUALIFICATION OF BIDDER

The Owner may make such investigations as is deemed necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be acceptable.

7. BID SECURITY

Each bid must be accompanied by cash, certified check of the bidder, or a Bid Bond prepared on the form of bid bond attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of five percent (5%) of the bid. Cash or checks will be returned to all except the three lowest bidders within three days after the opening of bids, and the remaining cash or checks will be returned promptly after the Owner and the accepted bidder have executed the contract, or, if no award has been made within 90 days after the date of the opening of the bids, upon demand of the bidder at any time thereafter so long as bidder has not been notified of the acceptance of its bid.

8. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

The successful bidder, upon failure or refusal to execute and deliver the contract and bonds required within ten (10) days after they have received notice of the acceptance of their bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with the bid.

9. TIME OF COMPLETION AND LIQUIDATED DAMAGES

Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within the number of consecutive calendar days thereafter as indicated on the Bid Form. Bidder must agree also to pay as liquidated damages the sum indicated on the Bid Form for each consecutive calendar day thereafter as hereinafter provided in General Conditions.

10. CONDITIONS OF WORK

Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of the obligation to furnish all material and labor necessary to carry out the provisions of the contract. Insofar as possible, the Contractor in carrying out the work must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.

11. ADDENDA AND INTERPRETATIONS

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally. Each request for such interpretation should be in writing, addressed to BJWSA, 6 Snake Road, Okatie SC 29909. To be given consideration, the request must be received at least five days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed to all prospective bidders (at the respective addresses furnished for such purposes), no later than three days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum

or interpretation shall not relieve such bidder from any obligation under its bid as submitted. All addenda so issued shall become part of the contract documents.

12. SECURITY FOR FAITHFUL PERFORMANCE

Simultaneously with bidders delivery of the executed contract, the Contractor shall furnish a surety bond or bonds as security for faithful performance of this contract (i.e. a performance bond) and for the payment of all persons performing labor on the project (i.e. a payment bond) under this contract in an amount necessary to fully secure the project, as specified in General Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company, bond shall be countersigned by an agent residing in South Carolina, and said surety shall be satisfactory to and approved by the Owner.

13. POWER OF ATTORNEY

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

14. LAWS AND REGULATIONS

The Bidder's attention is directed to the fact that all applicable laws of the State of South Carolina, relevant municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be incorporated in full and included in the contract the same as though repeated verbatim herein.

15. METHOD OF AWARD - LOWEST QUALIFIED BIDDER

If at the time this contract is to be awarded, the lowest base bid submitted by a responsible and qualified bidder does not exceed the amount of funds then estimated by the Owner as available to finance the contract, the contract will be awarded primarily on the base bid coupled with such other and necessary factors to insure a successful completion of the project. If such bid exceeds such amount, the Owner may reject all bids or may award the contract on the base bid combined with such deductible alternates applied in numerical order in which they are listed in the Form of Bid, as produces a net amount which is within the available funds. The Owner will decide which qualified bidder will be awarded the contract, and in determining such bidder, the following elements will be considered for each bidder:

- (a) Bid base.
- (b) Maintains a permanent place of business.
- (c) Has adequate plant equipment and personnel to perform the work properly, efficiently and expeditiously.
- (d) Has suitable financial status to meet obligations incident to the work to include required bonds and insurance.
- (e) Has appropriate technical/specialty experience.

16. OBLIGATION OF BIDDER

At the time of the opening of bids, each bidder will be presumed to have inspected the site and to have read and be thoroughly familiar with the plans and contract documents, including all addenda in determining the estimate for their bid. The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect to its bid.

END OF SECTION

INFORMATION FOR BIDDERS

00100-7

SECTION 00310

BID FORM

BEAUFORT-JASPER WATER & SEWER AUTHORITY

Raw Water Canal Improvements

Location: Beaufort County, SC
Date: June 11, 2020
Project No. 1894

PROPOSAL OF _____, doing business as a corporation / a partnership / an individual (Strike out inapplicable terms), with its principal office in the City of _____, County of _____, State of _____, (hereinafter called "Bidder").

TO: Beaufort-Jasper Water & Sewer Authority (hereinafter called "Owner"),

Gentlemen:

The Bidder, in compliance with your invitation for bids for the Raw Water Canal Improvements having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies, and to construct the project in accordance with the Contract Documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project within 160 consecutive calendar days thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages the sum of \$500.00 for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions.

The drawings, specifications and addenda are complementary of each other. What is called for by one shall be as binding as if called for by all. If a conflict between any of the above is discovered by the Contractor, the problem shall be referred to the Engineer as soon as possible for resolution by the Engineer. Should a conflict occur which is not resolved before bid time and/or is necessary to comply with mandatory requirements (i.e., codes, ordinances, etc.), it shall be the Contractor's responsibility to price and bid the more expensive method.

Bidder acknowledges receipt of the following addendum:

No. _____ Dated _____ No. _____ Dated _____
No. _____ Dated _____ No. _____ Dated _____

BASE PROPOSAL: Bidder agrees to perform all of the _____ work including, but not limited to, _____,etc. all as described in the specifications and on the plans for the sum of _____ Dollars and _____ Cents (\$_____).
(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

UNIT PRICES

For changing quantities of work items from those indicated by the contract drawings, upon written instructions from the Engineer, the following unit prices shall prevail:

BID FORM - DIVISION 1 RIVER PUMP STATION & PURRYSBURG ROAD CANAL CROSSING

PROJECT: BJWSA CANAL IMPROVEMENTS
 LOCATION: PURRYSBURG RD
 OWNER: BEAUFORT-JASPER WATER & SEWER AUTHORITY

DATE: 5/14/2020

DEMOLITION					
Item	Description	Quantity	Units	Unit Price	Total
1	Remove existing metal swing gate	4	EA		
2	Remove existing 48" RCP	61	LF		
3	Sawcut & remove existing 48" concrete Parshall Flume	1	EA		
4	Remove existing concrete headwalls	2	EA		
5	Remove existing sheet pile wall @ headwall	60	LF		
6	Installation of Cofferdam	180	LF		
DEMOLITION, SUBTOTAL					

EROSION CONTROL					
Item	Description	Quantity	Units	Unit Price	Total
1	Silt Fence	1,524	LF		
2	Concrete Washout	2	EA		
3	Construction Entrance	270	SY		
4	Temporary Grassing/Mulching	2,800	SY		
5	Turbidity Curtain	175	LF		
EROSION CONTROL, SUBTOTAL					

SITE IMPROVEMENTS					
Item	Description	Quantity	Units	Unit Price	Total
1	Removal of Unsuitable Soils (12" of channel mucking assumed)	375	CY		
2	Net Fill incl. replacement fill for unsuitable soils	2,475	CY		
3	Rip-rap bank stabilization	25	SY		
4	6" Reinforced concrete pad	50	SY		
5	Concrete wing wall @ flume	1	EA		
6	Concrete headwall @ culvert	2	EA		
7	Sheet pile wall @ headwalls	111	LF		
8	Virtual polymer compound 48" Parshall Flume	1	EA		
9	Parshall Flume concrete base incl. grout / flowable fill	1	LS		

10	Concrete channel with stainless steel grate (downstream flume)	40	LF		
11	H20-Rated concrete box culvert (2'x3.5' inside dimensions, upstream flume)	75	LF		
12	Upstream Flume Connection to Existing Trough (Including Expansion Joint)	1	LS		
13	8'x4' ASTM 789 precast concrete box culvert	100	LF		
14	Extend 18" steel discharge pipe	8	LF		
15	Metal Handrail	91	LF		
16	6' Chain link fence	570	LF		
17	16' Double swing gate	4	EA		
PAVING, SUBTOTAL					

ADDITIONAL EXPENSES					
Item	Description	Quantity	Units	Unit Price	Total
1	Mobilization	1	LS		
2	Bypass pumping operations 12 MGD	90	PER DAY		
3	Traffic control	1	LS		
4	Bonds and insurance	1	LS		
ADDITIONAL EXPENSES, SUBTOTAL					

BJWSA RAW WATER CANAL IMPROVEMENTS - DIVISION 1 - SUBTOTAL	
CONSECUTIVE CALENDAR DAYS TO COMPLETE BJWSA RAW WATER CANAL IMPROVEMENTS - DIVISION 1	

BID FORM - DIVISION 2 AERIAL FLUME REPAIR

PROJECT: BJWSA CANAL IMPROVEMENTS
 LOCATION: OKATIE, SC
 OWNER: BEAUFORT-JASPER WATER &
 SEWER AUTHORITY

EROSION CONTROL					
Item	Description	Quantity	Units	Unit Price	Total
1	Silt Fence	755	LF		
2	Concrete Washout	1	EA		
3	Construction Entrance	270	SY		
4	Temporary Grassing/Mulching	1,050	SY		
5	Turbidity Curtain	175	LF		
EROSION CONTROL, SUBTOTAL					
SITE IMPROVEMENTS					
Item	Description	Quantity	Units	Unit Price	Total
1	Repair Item 5 - Rip-rap bank stabilization (estimated allowance)	125	SY		
2	Repair Item 6 - Backfill existing washout area w/ flowable fill	1	LS		
3	Repair Item 7 - Sheet pile headwall	10	LF		
4	Concrete Spawl Repair	12	SY		
5	Coat Existing Flume Sidewalls (Areas Not coated by waterproof lining)	445	SY		
6	Waterproof Lining System (Interior of Flume)	796	SY		
7	Aluminum Pedestrian Access Bridge	2	EA		
8	Vertical Expansion Joints at Flume Sidewalls	40	LF		
9	Parge Surfaces of Existing Concrete Pile Caps	168	SY		
10	Coat Bottom Surfaces of Concrete Base Slab	556	SY		
11	Horizontal Expansion Joints	45	LF		
SITE IMPROVEMENTS, SUBTOTAL					
ADDITIONAL EXPENSES					
Item	Description	Quantity	Units	Unit Price	Total
1	Mobilization	1	LS		
2	Bypass pumping operations 12MGD	30	PER DAY		
3	Traffic control	1	LS		
4	Bonds and insurance	1	LS		
ADDITIONAL EXPENSES, SUBTOTAL					

BJWSA RAW WATER CANAL IMPROVEMENTS - DIVISION 2 - SUBTOTAL	
CONSECUTIVE CALENDAR DAYS TO COMPLETE BJWSA RAW WATER CANAL IMPROVEMENTS - DIVISION 2	

BID FORM - DIVISION 3 CANAL OUTLET REHABILITATION

PROJECT: BJWSA CANAL
 IMPROVEMENTS
 LOCATION: Snake Road
 OWNER: BEAUFORT-JASPER
 WATER & SEWER AUTHORITY

DATE: 5/14/2020

DEMOLITION					
Item	Description	Quantity	Units	Unit Price	Total
1	Tree Removal	1	EA		
2	Sawcut and remove existing asphalt	29	SY		
3	Grind existing stumps as needed	1	EA		
4	Remove and replace chain link fence	50	LF		
5	Temporary construction fence	72	LF		
6	Installation of sheet pile cofferdam	315	LF		
7	Demo Existing Access Bridges	2	LS		
DEMOLITION, SUBTOTAL					

EROSION CONTROL					
Item	Description	Quantity	Units	Unit Price	Total
1	Silt Fence	264	LF		
2	Concrete Washout	1	EA		
3	Construction Entrance	270	SY		
4	Temporary Grassing/Mulching	950	SY		
5	Turbidity Curtain	210	LF		
6	Sediment Curtain	30	LF		
EROSION CONTROL, SUBTOTAL					

SITE IMPROVEMENTS					
Item	Description	Quantity	Units	Unit Price	Total
1	Flowable fill backfill (pipe under roadway)	15	CY		
2	4" Stabilized GABC or flowable fill (pipe under roadway)	3	CY		
3	8" 2500 PSI Concrete Base Course (pipe under roadway)	29	SY		
4	2.0" Type C Asphalt Surface course	29	SY		
5	Concrete Headwall	1	EA		
6	Concrete outlet control structure	1	EA		

7	48" DIP (Class 150, 100% Restrained Joint) incl. backfill, bedding, etc.	250	LF		
8	48" - 22.5 deg Ductile Iron Bend	1	EA		
9	48" - 90 deg Ductile Iron Bend	1	EA		
10	48" Butterfly Valve	2	EA		
11	48"x48" Ductile Iron Tee	1	EA		
12	Existing dam embankment repair	1	LS		
13	Existing outlet structure repairs	1	LS		
14	Existing overflow pipe repair	1	LS		
15	Concrete Pedestrian Bridge Abutment	3	EA		
16	Aluminum Pedestrian Access Bridge	3	LS		
SITE IMPROVEMENTS, SUBTOTAL					

ADDITIONAL EXPENSES					
Item	Description	Quantity	Units	Unit Price	Total
1	Mobilization	1	LS		
2	Bypass pumping operations (If Needed)	2	PER DAY		
3	Traffic control	1	LS		
4	Bonds and insurance	1	LS		
ADDITIONAL EXPENSES, SUBTOTAL					

BJWSA RAW WATER CANAL IMPROVEMENTS - DIVISION 3 - SUBTOTAL				
CONSECUTIVE CALENDAR DAYS TO COMPLETE BJWSA RAW WATER CANAL IMPROVEMENTS - DIVISION 3				

BID ALTERNATES				
Description	Quantity	Units	Unit Price	Total
Bypass pumping operations 22 MGD	1	PER DAY		
Cast In Place Flume with concrete Flume With H2O-Rated Top (2'x3.5' inside dimensions, upstream flume)	75	LF		

* All prices provided in the bid form represent a final contract price inclusive of any applicable taxes and freight

The above unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc. to cover the finished work of the several kinds called for. Changes shall be processed in accordance with Paragraph 17 of the General Conditions.

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

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 90 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the formal contract attached within 10 days and deliver a Surety Bond or Bonds as required by Paragraph 30 of the General Conditions.

The bid security attached in the sum of _____ Dollars and _____ Cents (\$ _____) is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

By submission of this bid, each bidder certifies, and in the case of a joint bid, each party thereto certifies as to its 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.

[SEAL – (If bid is by a corporation)]

Respectfully submitted:

BY: _____

(Title)

(Business Address)

SC Contractors License

Classification(s)

SECTION 00350

BID BOND

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned _____, as Principal, and _____ as Surety, are hereby held and firmly bound unto Beaufort Jasper Water and Sewer Authority as Owner, in the penal sum of _____ Dollars and _____ Cents (\$ _____), for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed this _____ day of _____, 20 _____.

The condition of the above obligation is such that: Whereas, the Principal has submitted to Beaufort Jasper Water & Sewer Authority a certain Bid, attached hereto and by reference made a part hereof, to enter into a contract in writing for the Raw Water Canal Improvements.

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attachment hereto (properly completed in accordance with said BID) and shall furnish a BOND for faithful performance of said contract, and for the payment of all persons performing labor furnishing materials in connection therewith, and shall in all other respects perform the agreement created 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 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.

Principal (Corporate Seal)

BY: _____ (L.S.)

Surety (Corporate Seal)

BY: _____ (L.S.)

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

NOTE: Bond must be countersigned by a South Carolina resident agent.

END OF SECTION

SECTION 00500

CONTRACT

THIS AGREEMENT made this _____ day of _____, 20_____, by and between Beaufort Jasper Water & Sewer Authority, hereinafter called "Owner", and _____, doing business as a partnership / a corporation /an individual (Strike out inapplicable terms), with its principal office in the City of _____, County of _____, State of _____, hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Owner, the Contractor hereby agrees with the Owner to commence and complete the construction described as follows: Raw Water Canal Improvements, hereinafter called the "Project", for the sum of _____ Dollars and _____ Cents (\$XXX,XXX.00). Contractor further agrees to commence and complete any and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendents, labor, bonds, insurance and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal and the General Conditions, Supplemental General Conditions and Special Conditions of the Contract, the plans, including all maps, plats, blueprints, and other drawings and printed or written explanatory matters thereof, the specifications and contract documents therefore as prepared by BJWSA, herein entitled the "Engineer", and as enumerated in Paragraph 1 of the Supplemental General Conditions, all of which are made a part hereof and collectively evidence and constitute the Contract.

The Contractor hereby agrees to commence work under the Contract on or before a date to be specified in written Notice to Proceed from the Owner and to fully complete the project within 160 (One Hundred and Sixty) consecutive calendar days thereafter. The Contractor further agrees to pay as liquidated damages the amount of \$500.00 for each consecutive calendar day thereafter that the Contractor fails to complete the project, as hereinafter provided in Paragraph 19 of the General Conditions.

The Owner agrees to pay the Contractor in current funds for the performance of the Contract, subject to additions and deductions, as provided in the General Conditions of the Contract, and to make payments on account thereof as provided in Paragraph 25, "Payments to Contractor", of the General Conditions.

IN WITNESS WHEREOF, the parties hereto have executed this contract in six counterparts, each copy of which shall be deemed an original, in the year and day first above mentioned.

(Seal)

OWNER

By: _____

Title: _____

ATTEST:

Witness

Witness

(Corporate Seal)

CONTRACTOR

By: _____

Title: _____

ATTEST:

Its Secretary

Witness

CONTRACTOR'S ADDRESS:

SECTION 00501

CONTRACTOR AFFIDAVIT
SOUTH CAROLINA ILLEGAL IMMIGRATION REFORM ACT

In accordance with the requirements of the South Carolina Illegal Immigration Reform Act, _____
_____ (“Contractor”) hereby certifies that it is currently in
compliance with the requirements of Title 8, Chapter 14 of the S. C. Code Annotated and will remain in
compliance with such requirements throughout the term of its contract with Beaufort Jasper Water and
Sewer Authority.

The Contractor hereby acknowledges that in order to comply with requirements of S. C. Code Annotated
Section 8-14-20 (B), it will:

- (1) Register and participate in the federal work authorization program (E-verify) to verify the
employment authorization of all new employees; and require agreement from its subcontractors,
and through the subcontractors, the sub-subcontractors, to register and participate in the federal
verification employment authorization of all new employees.

OR (2) Employ only workers who:

- (a) Possess a valid South Carolina driver’s license or identification card issued by the S. C.
Department of Motor Vehicles; or
- (b) Are eligible to obtain a South Carolina driver’s license or identification card in that they
meet the requirements set forth in S. C. Code Annotated Sections 56-1-40 through 56-
1-90; or
- (c) Possess a valid driver’s license or identification card from another state where the
license requirements are at least as strict as those in South Carolina, as determined by
the South Carolina Department of Motor Vehicles.

The Contractor agrees to provide to Beaufort Jasper Water and Sewer Authority upon request any
documentation required to establish the applicability of the South Carolina Illegal Immigration Reform Act
to the contractor, subcontractor or sub-subcontractor. The Contractor further agrees that it will upon
request provide Beaufort Jasper Water and Sewer Authority any documentation required to establish that
the contractor and any subcontractors or sub-subcontractors are in compliance with the requirements of
Title 8, Chapter 14 of the S. C. Code Annotated.

Date: _____ By: _____
(Contractor Authorized Signature)

(Contractor Print Name/Title)

(Name of Company)

SECTION 00600

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS THAT

(Name of Contractor)

(Address of Contractor)

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

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

Beaufort Jasper Water & Sewer Authority

(Name of Owner)

6 Snake Road, Okatie, SC 29909

(Address of Owner)

hereinafter called Owner, in the penal sum of **XX Dollars and zero Cents (\$XXX,XXX.00)** in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas the Principal entered into a certain Contract with the Owner dated the _____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the rehab/replacement of:

Raw Water Canal Improvements

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

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

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

IN WITNESS WHEREOF, this instrument is executed in six (6) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20__.

Signed, sealed and delivered in the presence of:

By: _____
Principal – Contractor

As to Principal
Title

By: _____
Surety
Attorney-In-Fact
(Power of Attorney to be Attached)

By: _____
Resident Agent

As to Surety
Resident Agent Company Name

Resident Agent Company Address

NOTES:

- 1. Date of Bond must not be prior to date of Contract.
- 2. If Contractor is a Partnership, all partners should execute bond.
- 3. Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

SECTION 00601

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS THAT

(Name of Contractor)

(Address of Contractor)

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

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

Beaufort Jasper Water & Sewer Authority

(Name of Owner)

6 Snake Road, Okatie, SC 29909

(Address of Owner)

hereinafter called Owner, in the penal sum of _____ Dollars and zero Cents (\$XXX,XXX.00) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas the Principal entered into a certain Contract with the Owner dated the _____ day of _____, 20_____, a copy of which is hereto attached and made a part hereof for the rehab/replacement of:

Raw Water Canal Improvements

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

PROVIDED FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extensions of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond without notice and approval of such change, and if such notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications is not given approved by said Surety, then only the original obligation of the Surety on this bond shall apply.

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

IN WITNESS WHEREOF, this instrument is executed in six (6) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20____
_____.

Signed, sealed and delivered in the presence of:

_____	By:	_____
		Principal – Contractor
_____		_____
		Title
As to Principal		_____
		Surety
_____	By:	_____
		Attorney-In-Fact
		(Power of Attorney to be Attached)
_____	By:	_____
		Resident Agent
As to Surety		_____
		Resident Agent Company Name

		Resident Agent Company Address

		Resident Agent Address

NOTES:

1. Date of Bond must not be prior to date of Contract.
2. If Contractor is a Partnership, all partners should execute bond.
3. Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

SECTION 00602

NOTICE OF AWARD

TO:

PROJECT DESCRIPTION: Raw Water Canal Improvements

The Owner has considered the bid dated _____, 20_____ submitted by you for the above described work in response to its Advertisement for Bids and its Information for Bidders.

You are hereby notified that your bid has been accepted in the amount of \$_____.

You are required by the Information for Bidders to execute the Agreement and furnish the required Contractor's performance bond, payment bond and certificates of insurance within ten (10) calendar days from the date of this notice to you. If you fail to execute said agreement and to furnish said bonds and/or proof of insurance, to include naming Owner as an additional insured, within ten (10) days from the date of this notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your bid as abandoned and as a forfeiture of your bid bond. The Owner will be entitled to such other rights as may be granted by law.

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

Dated this _____ day of _____, 20_____.

Beaufort Jasper Water & Sewer Authority
Owner

(Signature)

By: _____

(Print Name)

Title: _____

Acceptance of Notice

Receipt of the above Notice of Award is hereby acknowledged by _____, this the _____ day of _____, 20_____.

By: _____

Title: _____

NOTICE OF AWARD

00603

CONTRACT CHANGE ORDER FORM

Raw Water Canal Improvements

Date: _____

Project: _____

Change Order #: _____

CIP # 1894 _____

BJWSA PO # _____

Description of Work:

Reason for the Scope Change:

Itemization of Proposed Change and Basis for Payment

Original Contract Price	\$
Previous Change Orders	\$
This Change, (An Addition) (A Deduction) of	\$
Proposed Revised Contract Price	\$

Extension of Contract Time Required: _____ Days.

Revised Contract Completion Date: _____

This Change is Acceptable: _____,

By _____
(Contractor)

Design Engineer Approval of Change Order: _____,

By _____
(BJWSA Design Engineer)

BJWSA Approval of Change Order: _____,

By _____
(BJWSA Project Manager)

CHANGE ORDER

SECTION 00606

NOTICE TO PROCEED

TO: _____

PROJECT DESCRIPTION: CIP: 1894 Raw Water Canal Improvements

OWNER: Beaufort Jasper Water & Sewer Authority

You are hereby notified to commence WORK on or before _____,
20____, in accordance with the Agreement dated _____, 20____
_____, and you are to complete the WORK within 160 consecutive calendar days thereafter.

The date of completion of all work is therefore: _____, 20____

Beaufort Jasper Water & Sewer Authority

By: _____

Title: _____

Acceptance of Notice

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by _____
_____ this the _____ day of _____, 20_____.

By: _____

Title: _____

SECTION 00700

GENERAL CONDITIONS

1. **CONTRACT AND CONTRACT DOCUMENTS.** The plans, specifications and addenda, hereinafter enumerated in Paragraph 1 of Supplemental General Conditions, shall form part of this contract and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth. The table of contents titles, heading, running headlines and marginal notes contained herein and in said documents are solely to facilitate reference to various provisions of the contract documents and in no way affect, limit or cast light on the interpretations of the provisions to which they refer.

Contents

1. Contract and Contract Documents	25. Payments to Contractor (Measurements)
2. Definitions	26. Acceptance of Work and Final Payment
3. Additional Instructions & Detail Drawings	27. Acceptance of Final Payment as Release
4. Shop Drawings and Samples	28. Payments by Contractor
5. Materials, Services & Facilities	29. Insurance
6. Contractor's Title to Materials	30. Contract Security
7. Inspection and Testing of Materials	31. Assignments
8. "Or Equal" Clause	32. Mutual Responsibility of Contractors
9. Patents	33. Separate Contracts
10. Surveys, Laws and Regulations	34. Subcontracting
11. Contractor's Obligations	35. Engineer's Authority
12. Weather Conditions	36. Stated Allowances
13. Protection of Work and Property	37. Use of Premises and Removal of Debris
14. Interpretations	38. Quantities of Estimate
15. Reports, Records and Data	39. Rights-of-Way and Suspension of Work
16. Superintendence by Contractor	40. One Year Warranty After Completion
17. Changes in Work	41. Notice and Service Thereof
18. Extras	42. Required Provisions Deemed Inserted
19. Time for Completion & Liquidated Damages	43. Protection of Lives and Health
20. Correction of Work	44. Wages and Overtime Compensation
21. Subsurface Conditions Found Different	45. Prohibited Interests
22. Claims for Extra Cost	46. Conflicting Conditions
23. Right of Owner to Terminate Contract	47. Indemnification (2 Attachments)
24. Construction Schedule & Periodic Estimates	48. Project Close Out Requirements (1 Attachment)

2. **DEFINITIONS.** The following terms as used in this contract are respectively defined as follows:
- (a) **Contractor.** A person, firm or corporation with whom the contract is made by the Owner.
 - (b) **Subcontractor.** A person, firm or corporation supplying labor and materials, or only labor, for work at the site of the project for and under separate contract or agreement with the Contractor.

- (c) Work on or at the Project. Work to be performed at the location of the project, including the transportation of materials and supplies to or from the location of the project by employees of the Contractor and any Subcontractor.

3. **ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS.** The Contractor will be furnished additional instructions and detail drawings as necessary to carry out the work included in the Contract. The additional drawings and instructions thus supplied to the Contractor will coordinate with the Contract Documents and will be so prepared that they can be reasonably interpreted as part thereof. The Contractor shall carry on the work in accordance with the additional detail drawings and instructions. The Contractor and the Engineer will prepare jointly:

- (a) A schedule fixing the dates at which special detail drawings will be required; such drawings, if any, to be furnished by the Engineer in accordance with said schedule; and
- (b) A schedule fixing the respective dates for the submission of shop drawings, the beginning of manufacture, testing and installation of materials, supplies, and equipment, and the completion of the various parts of the work; each such schedule to be subject to change from time to time in accordance with the progress of the work.

4. **SHOP DRAWINGS AND SAMPLES.** Submit to the Engineer for approval, in accordance with the requirement of Section 01340.

4.1 Samples. Contractor shall also submit to the Engineer for approval, all samples required by Section 01340. All samples will have been checked by and stamped with the approval of the Contractor, identified clearly as to material, manufacturer, any pertinent catalog numbers and the use for which intended.

4.2 Deviations. At the time of each submission, Contractor shall in writing call the Engineer's attention to any deviations that the Shop Drawings or samples may have from the requirements of the Contract Document. Any such deviation(s) shall be prominently and readily identified and displayed in a conspicuous manner.

4.3 Engineer's Review. Engineer will review and approve with reasonable promptness Shop Drawings and samples, but his review and approval shall be only for conformance with the design concept of the project and for compliance with the information given in the Contract Documents. The approval of a separate item as such will not indicate approval of the assembly in which the item functions. Contractor shall make any corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and resubmit new samples until approved. Contractor shall direct specific attention in writing or on resubmitted Shop Drawings to revisions other than the corrections called for by Engineer on previous submissions. Contractor's stamp of approval on any Shop Drawing or sample shall constitute a representation to Owner and Engineer that Contractor has either determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers and similar data or he assumes full responsibility for doing so, and that he has reviewed or coordinated each Shop Drawing or sample with the requirements of the work and Contract Documents.

4.4 Contractor's Records. Where a Shop Drawing or sample submission is required by the Specifications, no related work shall be commenced until the submission has been approved by Engineer. A copy of each approved shop drawing and each approved sample shall be kept in good order by Contractor at the site and shall be available to Engineer.

- 4.5 Contractor's Responsibility. Engineer's approval of Shop Drawings or sample shall not relieve Contractor from his responsibility for any deviations from the requirements of the Contract Documents unless Contractor has in writing called the Engineer's attention to such deviation at the time of submission and Engineer has given written approval to the specific deviation, nor shall any approval by Engineer relieve Contractor from responsibility for errors or omissions in the Shop Drawings.
5. **MATERIALS, SERVICES AND FACILITIES** shall be furnished by the Contractor.
- (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, gas lights, power, transportation, superintendence, taxes, bonds, insurance, temporary construction of every nature, and all other services and facilities of every nature whatsoever necessary to execute, complete and deliver the work within the specified time.
- (b) Any work necessary to be performed after regular working hours, on Sundays, or legal holidays, shall be performed without additional expense to the Owner.
6. **CONTRACTOR'S TITLE TO MATERIALS.** No materials or supplies for the work shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Contractor warrants that he has good title to all materials and supplies used by him in the work, free from all liens, claims or encumbrances.
7. **INSPECTION AND TESTING OF MATERIALS.** Unless otherwise specifically provided for in the specifications, the inspection and testing of material and finished articles to be incorporated in the work at the site shall be made by bureaus, laboratories, or agencies approved by the Owner. The cost of such inspection and testing shall be paid by the Contractor.
- 7.1 Certification by Contractor. Where the detailed specifications call for certified copies of mill or shop tests to establish conformance of certain materials with the specifications, it shall be the responsibility of the Contractor to assure delivery of such certifications to the Owner. No materials or finished articles shall be incorporated in the work until such materials and finished articles have passed the required tests. The Contractor shall promptly segregate and remove rejected material and finished articles from the site of the work.
- 7.2 Guaranty. The testing and approval of materials by the laboratory, or laboratories, shall not relieve the Contractor of any of his obligations to fulfill his contract and guarantee of workmanship and materials as called for in paragraph entitled "General Warranty for One Year After Completion of Contract" herein. The Contractor may, at his option and at his own expense, cause such other tests to be conducted as he may deem necessary to assure suitability, strength and durability of any material or finished article.
8. **"OR EQUAL" CLAUSE.** The phrase "or equal" shall be construed to mean that material or equipment will be acceptable only when, in the judgment of the Engineer, they are composed of parts of equal quality, or equal workmanship and finish, designed and constructed to perform or accomplish the desired result as efficiently as the indicated brand, pattern, grade, class, make or model. Written approval will be obtained from the Engineer prior to installation of any "or equal" material or equipment.

9. **PATENTS.** The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract, including its use by the Owner, unless otherwise specifically stipulated in the Contract Documents. If the Contractor uses any design, device or material covered by letter, patent, or copyright, he shall provide for such use by suitable agreement with the Owner of such patented or copyrighted design, device or material. It is mutually agreed and understood that, without exception, the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or his sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringements by reason of the use of such patented or copyrighted design, device or materials or any trademark or copyright in connection with work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.
10. **SURVEYS, LAWS AND REGULATIONS.** The Contractor shall comply with the following:
- 10.1 **Construction staking** shall be in accordance with the requirements of Section 01050 entitled "Field Engineering".
- 10.2 **Laws and Regulations.** The Contractor shall keep himself fully informed of all laws, ordinances and regulations of State, City and County in any manner affecting those engaged or employed in the work, or the materials used in the work, or in any way affecting the conduct of the work, and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in this contract, or in the drawings or specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, he shall forthwith report the same in writing to the Owner. He shall, at all times, himself observe and comply with all such existing and future laws, ordinances and regulations (to the extent that such requirements do not conflict with Federal laws or regulations) and shall protect and indemnify the Owner and its agents against any claims or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by himself or by his employees.
11. **CONTRACTOR'S OBLIGATIONS.** The Contractor shall, in good workmanlike manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this contract, within the time herein specified, in accordance with provisions of this contract and said specifications, and in accordance with the plans and drawings covered by this contract and any and all supplemental plans and drawings and in accordance with the directions of the Engineer as given from time to time during the progress of the work. He shall furnish, erect, maintain and remove such construction plant and such temporary works as may be required. The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements and limitation of the contract and specifications, and shall do, carry on and complete the entire work to the satisfaction of the Engineer and the Owner.
12. **WEATHER CONDITIONS.** In the event of temporary suspension of work or during inclement weather, or whenever the Engineer shall direct, the Contractor will, and will cause his subcontractors to, protect carefully his and their work and materials against damage or injury from the weather. If, in the opinion of the Engineer, any work or materials shall have been damaged

or injured by reason of failure on the part of the Contractor or any of his Subcontractors to so protect its work, such materials shall be removed and replaced at the expense of the Contractor.

13. **PROTECTION OF WORK AND PROPERTY, EMERGENCY.** The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this contract. He shall at all times safely guard and protect his own work and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury unless such be caused directly by errors contained in the contract or by the Owner or by his duly authorized representatives, employees or subcontractors. In case of emergency which threatens loss or injury of property and/or safety of life, the Contractor will be allowed to act, without previous instructions from the Engineer, in a diligent manner. He shall notify the Engineer immediately thereafter. Any claim for compensation by the Contractor due to such emergency work shall be promptly submitted to the Engineer for approval. Where the Contractor has not taken action but has notified the Engineer of an emergency threatening injury to persons or damage to the work of any adjoining property, he shall act as instructed or authorized by the Engineer. The amount of reimbursement claimed by the Contractor on account of any emergency action shall be determined in the manner provided in paragraph entitled "Changes in Work" of these specifications.
14. **INTERPRETATIONS.** If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of these proposed contract documents, he may submit to the Engineer a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt and actual delivery. Any interpretation of such documents will be made only by addendum duly issued, and a copy of such addendum will be mailed or delivered to each person receiving a set of such documents. The Owner will not be responsible for any other explanation or interpretation of such documents which anyone presumes to make on behalf of the Owner before expiration of the ultimate time set for the receipt of bids.
15. **REPORTS RECORDS AND DATA.** The Contractor shall submit to the Owner such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the Owner may request concerning work performed or to be performed under this contract.
16. **SUPERINTENDENCE BY CONTRACTOR.** The Contractor shall employ only competent and skilled employees for the work on this project. The Contractor shall have competent Superintendent or Foreman present at all times when the work is in progress, who shall have full authority to act for the Contractor. It is understood that such representative shall be acceptable to the Engineer and shall be one who will remain in that capacity for the particular project involved unless he ceases to be on the Contractor's payroll. The Contractor shall, upon demand from the Engineer, immediately remove any superintendent, foreman or workman whom the Engineer may consider incompetent or undesirable.
17. **CHANGES IN WORK.** No changes in the work covered by the approved contract documents shall be made without having prior written approval of the Owner. Charges or credits for the work covered by the approved change shall be determined by one or more, or a combination of, the following methods in advance:
 - (a) Unit bid prices previously approved.
 - (b) An agreed lump sum.

(c) The actual cost of:

1. Labor, including foremen.
2. Materials entering permanently into the work.
3. The ownership or rental cost of construction plant and equipment during the time of use on the extra work.
4. Power and consumable supplies for the operation of power equipment.
5. Insurance.
6. Social security and unemployment contributions.

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

18. **EXTRAS.** Without invalidating the contract, the Owner may order extra work or make changes by altering, adding to or deducting from the work, the contract sum being adjusted accordingly, and the consent of the surety being first obtained where necessary or desirable. All the work of the kind bid upon shall be paid for at the price stipulated in the proposal, and no claims for any extra work or materials shall be allowed unless the work is performed pursuant to a written change order approved by the Owner, or the Engineer acting officially for the Owner, and the price is stated in such order. Extra work shall be performed only upon the execution of authorized change orders as set forth in the preceding paragraph.
19. **TIME FOR COMPLETION AND LIQUIDATED DAMAGES.** It is hereby understood and mutually agreed by and between the Contractor and the Owner that the date of beginning and the time for completion as specified in the contract of the work to be done hereunder are essential conditions of this contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the Notice to Proceed.
- 19.1 **Regular Prosecution of Work.** The Contractor agrees that said work shall be prosecuted regularly, diligently and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for completion of the work described herein is a reasonable time for completion of same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.
- 19.2 **Liquidated Damages.** If the Contractor shall neglect, fail, or refuse to complete the work within the time herein specified, or any proper extensions thereof granted by the Owner, then the Contractor does hereby agree, as a part consideration for the awarding of this contract, to pay to the Owner the amount specified in the contract not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the contract for completing the work. The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticality and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the amount of damages which the Owner would sustain and said amount shall be retained from time to time by the Owner from current periodical estimates.
- 19.3 **Extensions of Time for Completion.** It is further agreed that time is of the essence of each and every portion of this contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be

of the essence of this contract. Provided, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:

- (a) To any preference, priority or allocation order duly issued by the Government.
- (b) To unforeseeable cause beyond the control and without the fault or negligence of the Contractor including, but not restricted to, acts of the public enemy, acts of another contractor in the performance of a contract with the Owner; fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, hurricanes, tornadoes; and
- (c) To any delays of subcontractors or suppliers occasioned by any of the causes specified in subsections (a) and (b) of this article.

Provided, further that the Contractor shall, within seven (7) days from the beginning of such delay, unless the Owner shall grant a further period of time prior to the date of final settlement of the contract, notify the Owner in writing of the causes of delay, who shall ascertain the facts and extent of delay and notify the Contractor within a reasonable time of its decision in the matter, and grant such extension of time as the Owner shall deem suitable and just.

Normal weather conditions for the project area are taken into consideration in the time for completion of the contract; therefore, no extension of time will be extended for normal weather conditions.

- 20. **CORRECTION OF WORK.** All work, all materials, whether incorporated in the work or not, all processes of manufacturer, and all methods of construction, shall be at all times and places subject to the inspection of the Engineer, who shall be the final judge of the quality and suitability of the work, materials, processes of manufacture, and methods of construction of the purposes for which they are used. Should they fail to meet his approval, they shall be forthwith reconstructed, made good, replaced and/or corrected by the Contractor at his own expense. Rejected material shall immediately be removed from the site. If, in the opinion of the Engineer, it is undesirable to require the Contractor to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the contract documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as determined by the Engineer.
- 21. **SUBSURFACE CONDITIONS FOUND DIFFERENT.** Should the Contractor encounter subsurface and/or latent conditions at the site materially differing from those shown on the plans or indicated in the specifications, he shall immediately give notice to the Engineer of such conditions before they are disturbed. The Engineer will thereupon promptly investigate the conditions, and if he finds that they materially differ from those shown on the plans or indicated in the specifications, he will at once make such changes in the plans and/or specifications as he may find necessary; any increase or decrease of cost resulting from such changes to be adjusted in the manner provided in paragraph 17 of these specifications.
 - (a) Where no specific subsurface conditions are indicated or specified, no increase in cost will be considered in regards to subsurface conditions encountered.
- 22. **CLAIMS FOR EXTRA COSTS.** No claim for extra work or cost shall be allowed unless the same was done pursuant to a written change order of the Engineer and that the claim for extra work and/or costs is presented with a copy of the original estimate after the changes or extra work is done. When work is performed under the terms of subparagraph 17(c) of these specifications,

the Contractor shall furnish satisfactory bills payrolls and vouchers covering all items of cost and when requested by the Owner, give the Owner access to accounts relating thereto and in no instance will the claims for the extra work or costs based on subparagraph 17(c) exceed 15% of the cost of the estimated work.

23. **RIGHT OF OWNER TO TERMINATE CONTRACT.** In the event that any of the provisions of this contract are violated by the Contractor or by any of his subcontractors, the Owner may serve written notice upon the Contractor and the Surety of its intention to terminate the contract, such notices to contain the reasons for such intention to terminate the contract, and unless within 10 days after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement or correction be made, the contract shall, upon the expiration of said 10 days, cease and terminate. In the event of any such termination, the Owner shall immediately serve notice thereof upon the Surety and the Contractor, and the Surety shall have the right to take over and perform the contract; provided, however, that if the Surety does not commence performance thereof within 10 days from the date of the mailing to such Surety of notice of termination, the Owner may take over the work and prosecute same to completion by the contract at the expense of the Contractor, and the Contractor and his Surety shall be liable to the Owner for any excess or additional costs occasioned thereby, and in such event the Owner may take possession of and utilize in completion the work such materials, appliances and plant as may be on the site of the work and necessary to complete such work. If the Contractor should die, be declared an incompetent, be declared bankrupt or insolvent, make an assignment for the benefit of creditors during the term of his contract, the Owner may terminate the contract in the manner and under the procedure set forth above with the exception that no notices to the Contractor shall be required, but in lieu thereof the Owner must make a reasonable effort to notify the estate of the Contractor, his guardian, assignee, or legal representative of the intention to terminate and fact of termination, if there is any such guardian, assignee, or legal representative at the time the Owner desires to terminate.
24. **CONSTRUCTION SCHEDULE AND PERIODIC ESTIMATES.** Immediately after execution and delivery of the contract and before the first partial payment is made, the Contractor shall deliver to the Owner an estimated construction progress schedule in form satisfactory to the Owner, showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the contract documents and the anticipated amount of each monthly payment that will become due the Contractor in accordance with the progress schedule.
- 24.1 **Contractor's Estimate.** The Contractor shall also furnish:
- (a) A detailed estimate, giving a complete breakdown of the contract price, including unit prices for materials; and
 - (b) Periodic itemized estimates of work completed for the purpose of making partial payments thereon. The costs employed in making up any of these schedules will be used only for determining the basis of partial payments and will not be considered as fixing a basis for addition to or deductions from the contract price.
- 24.2 **Equipment Delivery Schedule.** The Contractor shall also prepare a schedule of anticipated shipping dates for materials and equipment. It is intended that equipment and materials be so scheduled as to arrive at the job site just prior to time for installation to prevent excessive materials on hand for inventory and the necessity for extensive storage facilities at the job site.

25. **PAYMENTS TO CONTRACTOR** shall be made according to the following:

- (a) Payments to the Contractor will be made within thirty (30) days upon receipt of a duly certified approved estimate of the work performed during the preceding calendar month under this contract, but to insure the proper performance of this contract, the Owner will retain a portion of each estimate until final completion and acceptance of all work covered by this contract in accordance with the following:
 - 1) Retention of up to 10% of payment claimed until construction is complete, or as follows;
 - 2) After construction is 50% complete, 10% of the 50% completion portion will be retained and no additional retainage will be withheld, provided that the contractor is making satisfactory progress and there is no specific cause for greater withholding.
 - 3) When the project is substantially complete as determined by the Engineer or applicable codes enforcement personnel when necessary (operational or beneficial occupancy), the retained amount may be further reduced to only that amount necessary to assure completion.
 - 4) The Owner may reinstate up to ten (10) percent retainage if the Owner determines, at its discretion, that the contractor is not making satisfactory progress or there is other specific cause for such retainage.
- (b) In preparing estimates, the material delivered on the site and preparatory work done may be taken into consideration.
- (c) All material and work covered by partial payments shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the Owner to require the fulfillment of all the terms of the contract.

25.1 Owner's Right to Withhold Certain Amounts and Make Application Thereof. The Contractor agrees that he will indemnify and save the Owner harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this contract. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged, or waived. If the Contractor fails so to do, then the Owner may, after having served written notice on the contractor, either pay unpaid bills, of which the Owner has written notice, direct, 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 this contract, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor or his Surety. In paying any unpaid bills of the Contractor, the Owner shall be deemed the agent of the Contractor, and any payment so made by the Owner shall be considered

as a payment made under the contract by the Owner to the Contractor, and the Owner shall not be liable to the Contractor for any such payment made in good faith.

- 25.2 Measurement and Payment. Measurements of the completed work shall be in accordance with, and by instruments and devices calibrated to United States Standard Measures and the units of measurement for payment, and the limits thereof, shall be made as shown on the Plans, Specifications, General Requirements, and Supplementary Conditions.

Each item for which payment will be made is listed in the Bid. Work specified or shown on the Drawings for which the Bid does not provide a separate lump sum or unit price, or which is incidental, is not separately paid. Costs for such work are compensated in the prices bid for other work items.

The Bid Amounts for each Bid Item will be used for comparative bid analysis. The Bid amounts will also form the basis of monthly progress payments. Bid items are not intended to be exclusive descriptions of work categories and the Contractor shall determine and include in its pricing all materials, labor, and equipment necessary to complete each Bid Item (work phase) as shown and specified.

- 25.3 Methods of Measurement. Measure quantities in accordance with standard industry practice, and as specified herein.

Units of measurement are indicated on the Bid for each unit price item of work. Payment shall be made by multiplying the quantities measured by the unit price bid for the item of work. The costs for performing each item of work shall be included in the price bid for the item in which the work is required.

Payments for lump sum items will be made in accordance with a well-balanced, detailed apportionment of the lump sum, prepared by the Contractor and approved by the Engineer.

Measurements of allowance-based items shall be on the basis of allowable documented costs, as specified herein, for labor, equipment, materials and services, and subcontracts as submitted by the Contractor in the form of time-cards, and invoices.

- 25.4 Rejected, Excess, and Wasted Material. The following quantities will not be included for payment:

- (a) Quantities of material wasted or disposed of in a manner not called for under the Contract or as a consequence of the construction method used to perform the work.
- (b) Rejected loads of material, including material rejected after it has been placed by reasons of the failure of the Contractor to comply with the provisions of the Contract.
- (c) Material not unloaded from the transporting vehicle.
- (d) Material placed outside the lines indicated on the Drawings or established by the Engineer.
- (e) Material not incorporated into the final Work.
- (f) Material remaining on hand after completion of the Work.

(g) No payment will be made for loading, hauling, and disposing of rejected material.

25.5 Mobilization and Demobilization

(a) Measurement:

Measurement for this item shall be based on satisfactory progress of mobilization and demobilization of the general contractor and any subcontractors.

(b) Payment:

Payment for mobilization and demobilization will be made at the lump sum price named. This price shall constitute full payment for mobilization and demobilization, complete as specified. The lump sum price for mobilization and demobilization shall include all costs for obtaining all bonds, permits, and licenses; location and procurement of a staging area/storage yard; moving onto and off of the site of all equipment; furnishing and erecting construction facilities; cleanup; and all preparatory work as required for the proper performance and completion of the project, including all work items not identified in a separate bid item. The Total Price for mobilization and demobilization shall not exceed 5 percent of the total bid price (3.5% for mobilization & 1.5% for demobilization).

25.6 Clearing and Grubbing. No separate payment shall be made for clearing and grubbing. The costs for such work shall be included in other bid items.

25.7 Clean-Up and Testing. No separate payment shall be made for clean-up and testing, the costs of which shall be included in the item to which it pertains.

25.8 Traffic Control.

(a) Measurement:

Measurement for this item shall be based on satisfactory progress of all traffic control within the division by the general contractor and any subcontractors.

(b) Payment:

Payment for traffic control will be made at the lump sum price named. This price shall constitute full payment traffic control, complete as specified. The lump sum price for traffic control shall include all costs for obtaining all bonds, permits, and licenses; all traffic control as required for the proper performance and completion of the project within the division of work, including all work items not identified in a separate bid item.

25.9 Erosion and Sedimentation Control

(a) Measurement:

Measurement for this item will be based on the percentage of work necessary to implement temporary and permanent erosion and sedimentation control measures.

(b) Payment:

Payment will be made at the lump sum price named in the Bid. Payment shall be full compensation for all labor, materials, and equipment required to implement and maintain erosion and sedimentation control measures as specified in Section 02270 and on the drawings. This bid price shall constitute full payment for such measures including, but not limited to, grassing, silt fencing, rip rap, stone check dams, and other measures stipulated in Section 02270.

- 25.10 Trench Excavation and Backfill. No separate payment shall be made for trench excavation and backfill, the costs of which shall be included in the bid item to which it pertains. No separate payment shall be made for any unique method or technique required for the Contractor to complete the work in accordance with the Contract Documents or federal, state and local regulations, permits, laws and requirements.

No separate payment shall be made for trench sheeting, shoring and bracing, the costs of which shall be included in the bid item to which it pertains. No additional compensation shall be made for completion of all planning, design, engineering fees as well as furnishing, constructing, removal, and disposal of such temporary and/or permanent sheeting, shoring, and bracing as required under the provisions of any permits, laws, regulations and in accordance with the requirements of OSHA.

No separate payment will be made for bedding, initial backfill and subsequent backfill. No separate payment will be made for the trench foundation prepared as indicated in Section 02200 and on the Drawings, except for trench stabilization. The costs for bedding, foundation, initial backfill and subsequent backfill shall be included in the item bid for the associated pipeline.

- 25.11 Rock Excavation. No separate payment shall be made for rock excavation, the cost of which shall be included in the item to which it pertains.

25.12 Trench Stabilization

(a) Measurement:

Trench stabilization includes the removal and disposal of unsuitable trench foundation material and replacement with crushed stone if, after dewatering, the trench bottom is spongy, or if the trench bottom does not provide firm, stable footing and the material at the bottom of the trench will still not adequately support the pipe. If the trench is determined to be unsuitable, the Contractor shall be required to remove such unstable material and fill the trench to the proper subgrade with crushed stone. Where trench stabilization is provided, the material shall be compacted to at least 90 percent of the maximum dry density, unless specified otherwise. The Contractor shall notify the Engineer when such unsuitable conditions exist to obtain authorization for payment. Trench stabilization shall be measured in tons of crushed stone delivered and installed, measured to the nearest whole number.

(b) Payment:

Payment for trench stabilization will be based on the quantity authorized, measured in tons, at the price indicated in the Bid for the removal and disposal of unsuitable material and replacement with crushed stone. No additional payment will be made for the specified bedding material. However, the bid item for Trench Stabilization may be used where the Owner or Engineer direct the Contractor to use compacted stone as an alternate material in areas where another bedding or backfill (i.e. Type A or Type C) material is specified.

25.13 Remove and Replace Asphalt Pavement

(a) Measurement:

Asphalt pavement removal and replacement includes all work necessary to remove existing asphalt paving, providing and compacting select backfill, replacing the pavement, providing traffic control and providing temporary measures for maintaining traffic. Measurement shall be based on linear feet, to the nearest whole number, measured along the horizontal alignment of the pipeline underneath the pavement.

(b) Payment:

Payment for remove and replace asphalt pavement will be made for the quantity authorized, in linear feet, at the unit price indicated in the Bid. No additional payment will be made for repairing adjacent pavement damaged.

25.14 Resurface Asphalt Pavement

(a) Measurement:

Asphalt pavement resurfacing will be measured on the basis of square yardage, to the nearest whole number, in accordance with the limits for resurfacing shown on the Drawings.

(b) Payment:

Payment for resurface asphalt pavement will be made at the authorized quantity, measured in square yards, at the unit price indicated in the Bid. The bid price shall constitute full payment for all work associated with pavement resurfacing, to include milling, disposal of material, new binder and surface asphalt coat, stripping, painting, traffic control, and all labor, equipment and material the resurface the asphalt roadway.

25.15 Remove and Replace Gravel Roadway

(a) Measurement:

Gravel roadway removal and replacement includes all work necessary to remove existing roadway material, providing and compacting select backfill, replacing the surface material, providing traffic control and providing temporary measures for maintaining traffic.

Measurement shall be based on linear feet, to the nearest whole number, measured along the horizontal alignment of the pipeline underneath the pavement.

(b) Payment:

Payment for remove and replace gravel roadway will be made for the quantity authorized, in linear feet, at the unit price indicated in the Bid. No additional payment will be made for repairing adjacent roadway damaged by construction activities.

25.16 Fittings

(a) Measurement:

Fittings will be measured based on the number of fittings installed with restraint at the size and type indicated on the Bid.

(b) Payment:

Payment for fittings will be made at the authorized quantity at the unit price indicated in the Bid. Payment shall include all costs to install an Owner supplied fitting at the location specified, and shall include all labor, equipment, and materials, to include restraint glands or thrust blocking, at the fitting.

25.17 Valves

(a) Measurement:

Measurement for payment for valves shall be based on the number of valves installed in place at the size and type of valve identified on the Bid.

(b) Payment:

Payment for valves will be made at the authorized quantity at the unit price indicated in the Bid to install an Owner supplied valve.

25.18 Flowable Fill

(a) Measurement:

This work consists of the use of flowable fill concrete and its application as required by the Engineer and in accordance with Section 210 of the South Carolina Specifications for Highway Construction, 2000 or latest Edition. Flowable fill will be measured in cubic yards, to the nearest whole number, based on length of cut, at the allowable trench width, at the allowable for installation of the water main.

(b) Payment:

Payment for flowable fill will be made at the authorized quantity, measured in cubic yards, at the unit price indicated in the Bid. Payment will not be made for fill needed due to

excessive trench width or depth. Payment for this work shall be considered full compensation for all labor, materials, tools, and incidentals required to complete this work.

- 25.19 Clean Up and Testing. No separate payment shall be made for clean-up, testing and disinfection.
26. **ACCEPTANCE OF WORK AND FINAL PAYMENT.** Before final acceptance of the work and payment to the Contractor of the percentage retained by the Owner, the following requirements shall be complied with:
- (a) Final Inspection. Upon notice from the Contractor that his work is completed, the Engineer or the applicable codes enforcement personnel where necessary will make a final inspection of the work and shall notify the Contractor of all instances where his work fails to comply with the contract drawings and specifications, as well as any defects he may discover. The Contractor, at his sole expense, shall immediately make such alterations as are necessary to make the work comply with the contract drawings and specifications, and to the satisfaction of the Engineer.
 - (b) Operating Test. After the alterations for compliance with the contract drawings and specifications have been made, and before acceptance of the whole or any part of the work, it shall be subjected to test to determine that it is in accordance with the contract drawings and specifications. The Contractor shall maintain all work in first class condition for a thirty (30) day operating period after the work has been completed as a whole, the final inspection has been made, and the Engineer has notified the Contractor in writing that the work has been finished to his satisfaction. The retained percentage as provided herein will not become due or payable to the Contractor until after the thirty (30) day operating period has expired.
 - (c) Cleaning Up. Before the work is considered as complete, all rubbish and unused material due to or connected with the construction must be removed and the premises left in a condition satisfactory to the Owner. Streets, curbs, crosswalks, pavements, sidewalks, fences and other public and private property disturbed or damaged should be restored to their former condition. Final acceptance will be withheld until such work is finished.
 - (d) Liens. Final acceptance of the work will not be granted and the retained percentage will not be due or payable until the Contractor has furnished the Owner proper and satisfactory evidence under oath that all claims for labor and material employed or used in the construction of the work under this contract have been settled, and that no legal claims can be filed against the Owner for such labor or material.
 - (e) Final Estimate. Upon completion of all cleaning up, alterations and repairs required by the final inspection or operating test, the satisfactory completion of the operating test, and upon submitting proper and satisfactory evidence to the Owner that all claims have been settled, the Contractor shall then prepare his final estimate. After review and approval of the final estimate by the Engineer and the Owner, the payment shall then become due.
27. **ACCEPTANCE OF FINAL PAYMENT AS RELEASE.** The acceptance by the Contractor of final payment shall be and shall operate as a release to the owner of all claims and all liability to 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. No payment, final or

otherwise, shall operate to release the Contractor or his sureties from any obligations under this Contract or his sureties from any obligations under this contract or the performance and payment bond.

28. **PAYMENTS BY CONTRACTOR.** The Contractor shall pay:
- (a) For all transportation and utility services not later than the 20th day of the calendar month following that in which services are rendered;
 - (b) For all materials, tools, and other expendable equipment to the extent of ninety (90) percent of the cost thereof not later than the 20th day of the calendar month following that in which such materials, tools, and equipment are delivered at the site of the project, and the balance of the cost thereof not later than the 30th day following completion of that part of the work in or on which such materials, tools, and equipment are incorporated or used; and
 - (c) To each of his subcontractors not later than the 5th day following each payment to the Contractor, the respective amounts allowed the Contractor on account of the work performed by his subcontractors to the extent of each subcontractor's interest therein.
29. **INSURANCE.** The Contractor shall procure and shall maintain during the life of this contract, whether such operation be by himself or by a subcontractor or anyone directly or indirectly employed by either of them, such insurance as required by statute and/or ordinance to adequately protect the Owner from any claims or damages, including bodily injury or death, which may arise from them during operations under this contract. The Contractor or any approved subcontractor or sub-subcontractor shall name Owner as an Additional Insured on every required policy of insurance and shall provide the Owner with a copy of the necessary Certificate of Insurance which reflects the designation of the Owner as an Additional Insured under the policy. Contractor shall also provide, upon request, a copy of the Declarations Page of the applicable policy also noting the Owner as an Additional Insured under the policy.
- 29.1 **Limits of Liability.** Insurance shall be obtained for not less than the limits of liability as specified in Section 00800 entitled Supplemental General Conditions.
- 29.2 **Certificates of Insurance.** The Contractor shall furnish the Owner certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of the policies. Such certificates shall contain substantially the following statement: "The insurance covered by this certificate will not be cancelled or materially altered except after 30 days written notice has been received by the Owner". The Certificate of Insurance must also reflect the designation of the Owner as an Additional Insured under the policy as is required under the terms of this contract.
30. **CONTRACT SECURITY-Payment and Performance Bonds Required.** The Contractor shall furnish a 100 percent performance bond and a 100 percent payment bond as security for the faithful performance of this contract, as security for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract. The performance bond and payment bond shall be in separate instruments. Before the final acceptance, each bond must be approved by the Owner.
31. **ASSIGNMENTS.** The Contractor shall not assign the whole or any part of this contract or any moneys due or to become due hereunder without written consent of the Owner. In case the Contractor assigns all or any part of any moneys due or to become due under this contract, the

instrument of assignment shall contain a clause substantially to the effect that is agreed that the right of the assignee in and to any moneys due or to become due to the Contractor shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this contract.

32. **MUTUAL RESPONSIBILITY OF CONTRACTORS.** If through acts of neglect on the part of the Contractor, any other contractor, subcontractor or sub-subcontractor shall suffer loss or damage on the work, the Contractor agrees to resolve the dispute with such other contractor or subcontractor by agreement or arbitration. If such other contractor or subcontractor shall assert any claim against the Owner on account of any damage alleged to have been sustained, the Owner shall notify the Contractor, who shall indemnify and save harmless the Owner against any such claim.
33. **SEPARATE CONTRACTS.** The Contractor shall coordinate his operations with those of other contractors. Cooperation will be required in the arrangement for the storage of materials and in the detailed execution of the work. The Contractor, including his subcontractor, shall keep informed of the progress and the detail work of other contractors and shall notify the Engineer immediately of lack of progress or defective workmanship on the part of other contractors. Failure of a contractor to keep informed of the work progressing on the site and failure to give notice of lack of progress or defective workmanship by others shall be construed as acceptance by him of the status of the work as being satisfactory for proper coordination with his own work.
34. **SUBCONTRACTING** shall comply with the following:
- (a) The Contractor may utilize the services of specialty contractors on those parts of the work that under normal contracting practices are performed by specialty subcontractors with the written approval of the Owner.
 - (b) The Contractor shall not award any work to any subcontractor without prior written approval of the Owner, which approval will not be given until the Contractor submits to the Owner a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as the Owner may require to include but not limited to any required licenses and insurance information.
 - (c) The Contractor shall be as fully responsible to the Owner for the acts and omissions of his subcontractors and any sub-subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons employed by him and shall indemnify and hold harmless the Owner for any acts or omissions undertaken by its subcontractors or sub-subcontractors
 - (d) The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors and any sub-subcontractors to the Contractor by the terms of the General Conditions, Supplemental General Conditions and such other contract documents insofar as applicable to the work of subcontractors or sub-subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contract under any provisions of the contract documents.
 - (e) Nothing contained in this contract shall create any contractual relation between any subcontractor and the Owner or any sub-subcontractor and the Owner.

- (f) **The contractor and all covered subcontractors shall abide by the requirements of 29 CFR Part 741, 41 CFR § 60-1.4(a), Appendix A to Subpart A, 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.**

35. **ENGINEER'S AUTHORITY.** The Engineer shall determine the amount, quality, acceptability and fitness of the several kinds of work and materials which are to be paid for under this contract and shall decide all questions which may arise in relation to said work and the construction thereof. The Engineer's estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. In case any question shall arise between the parties hereto relative to said contract or specifications, the determination or decision of the Engineer shall be a condition precedent to the right of the Contractor to receive any money or payment for work under this contract affected in any manner or to any extent by such question.
- 35.1 **Interpretation of Drawings and Specifications.** The Engineer shall decide the meaning and intent of any portion of the specifications and of any plans or drawings where the same may be found obscure or be in dispute. Any differences or conflicts in regard to their work that may arise between the Contractor under this contract and other contractors performing work for the Owner shall be adjusted and determined by the Engineer.
36. **STATED ALLOWANCES.** The Contractor shall include in his proposal the bid allowances stated in Section 01021. The Contractor shall purchase the "Allowed Equipment" as listed in Section 01021, or equal equipment as defined and subject to the conditions stated in the equipment specification section(s). If the actual price for purchasing the "Allowed Equipment" is less than the "Bid Allowance", the contract price shall be adjusted accordingly. The adjustment in contract price shall be made on the basis of the purchase price without additional charges for overhead, profit, insurance or any other incidental expenses. The cost of installation of the "Allowable Equipment" shall be included in the applicable sections of the contract specifications covering this work.
37. **USE OF PREMISES AND REMOVAL OF DEBRIS.** The Contractor expressly undertakes at his own expense:
- (a) To take every precaution against injuries to persons or damage to property.
 - (b) To store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other contractors.
 - (c) To place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.

- (d) To clean up frequently all refuse, rubbish, scrap materials, and debris caused by his operations, to the end that at all times the site of the work shall present a neat, orderly and workmanlike appearance.
- (e) Before final payment to remove all surplus material, false work, temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from his operations, and to put the site in a neat, orderly condition.
- (f) To effect all cutting, fitting or patching of his work required to make the same conform to the plans and specifications, and, except with the consent of the Engineer, not to cut or otherwise alter the work of any other contractor.

38. **QUANTITIES OF ESTIMATE.** The estimated quantities of work to be done and materials to be furnished under this contract, shown in any of the documents, including the proposal, are given for use in comparing bids, and the right is especially reserved except as herein otherwise specifically limited, to increase or diminish them as may be deemed reasonably necessary or desirable by the Owner to complete the work contemplated by this contract, and such increase or diminution shall in no way vitiate this contract, nor shall any such increase or diminution give cause for claims or liability for damages.

39. **RIGHT-OF-WAY AND SUSPENSION OF WORK.** The Owner shall furnish all land and rights-of-way necessary for the carrying out of this contract and the completion of the work herein contemplated, and will use due diligence in acquiring said land and rights-of-way as speedily as possible. But it is possible that all lands and rights-of-way may not be obtained as herein contemplated before construction begins, in which event the Contractor shall begin his work upon such land and rights-of-way as the Owner may have previously acquired, and no claim for damages whatsoever will be allowed by reason of the delay in obtaining the remaining lands and rights-of-way.

Should the Owner be prevented or enjoined from proceeding with the work, or from authorizing its prosecution, either before or after the commencement, by reason of any litigation or by reason of its ability to procure any lands or rights-of-way for said work, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay or to withdraw from the contract except by consent of the Owner; but time for completion of the work will be extended to such time as the Owner determines will compensate for the time lost by such delay, such determination to be set forth in writing.

40. **GENERAL WARRANTY FOR ONE YEAR AFTER COMPLETION OF CONTRACT.** For a period of at least one year after the completion of the contract, the Contractor warrants the fitness and soundness of all work done and materials and equipment put in place under the contract, and neither the final certificate of payment nor any provision in the Contract Documents nor partial or entire occupancy of the premises by the Owner shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting there from, which shall appear within a period of one year from the date of final acceptance of the work, unless a longer period is specified. The Owner will give notice of observed defects with reasonable promptness.

41. **NOTICE AND SERVICE THEREOF.** Any notice to any Contractor from the Owner relative to any part of this contract shall be in writing and considered delivered and the service thereof completed, when said notice is posted by registered mail to said Contractor or his authorized representative on the work, or is deposited in the regular United States Mail in a sealed, postage prepaid envelope and the receipt thereof is acknowledged by the Contractor.
- 41.1 **Owner's Notice.** All papers required to be delivered to the Owner shall be delivered as indicated in Section 00800 entitled Supplemental General Conditions.
42. **REQUIRED PROVISIONS DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein, and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.
43. **PROTECTION OF LIVES AND HEALTH.** In order to protect the lives and health of his employees under the contract, the Contractor shall comply with all pertinent provisions of the "Manual of Accident Prevention in Construction" issued by the Associated General Contractors of America, Inc., and shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the contract. The Contractor alone shall be responsible for the safety, efficiency and adequacy of his plant, appliances and methods, and for any damage that may result from their failure or their improper construction, maintenance or operation.
44. **WAGES AND OVERTIME COMPENSATION.** The Contractor and each of his subcontractors shall comply with all applicable State and local laws or ordinances with respect to the hours worked by laborers and mechanics engaged in work on the project and with respect to compensation for overtime.
45. **PROHIBITED CONFLICTS OF INTERESTS.** No official of the Owner, who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept or approve or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction, or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part hereof. No officer, employee, architect, attorney, engineer, or inspector of and on behalf of the Owner to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the project shall become directly or indirectly interested personally in this contract or in any part hereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.
46. **CONFLICTING CONDITIONS.** Any provisions in any of the Contract Documents which may be in conflict or inconsistent with any of the paragraphs in these General Conditions shall be void to the extent of such conflict or inconsistency.
47. **INDEMNIFICATION**
- 47.1 The CONTRACTOR will indemnify and hold harmless the OWNER, 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 expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting there from; and is caused in whole or in part by any negligent or willful act of omission of the CONTRACTOR and SUBCONTRACTOR OR SUB-SUBCONTRACTOR, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

- 47.2 In any and all claims against the OWNER or the ENGINEER, or any of their agents or employees, by an employee of the CONTRACTOR, any SUBCONTRACTOR, anyone directly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation of the CONTRACTOR shall not be limited in any way by limitation on the amount or type of damages, compensation, insurance limits or benefits payable by or for the CONTRACTOR or any SUBCONTRACTOR under workmen's compensation acts, disability benefit acts or other employee benefits acts.
- 47.3 The obligation of the CONTRACTOR under this paragraph shall not extend to the liability of the ENGINEER, its agents or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, design or specifications.

Attachment 1

Date: _____

General Manager
Beaufort-Jasper Water and Sewer Authority
6 Snake Road
Okatie, SC 29909

Re: Certificate of Non-Litigation/Lien Waiver for Project Name: CIP: 1894 Raw Water Canal Improvements

Dear Sir:

This is to certify that there are no pending or threatened actions at law that will affect the fee simple dedication of the *water and sewer utilities* for the above referenced project. I further certify that all contractors, sub-contractors, material suppliers, engineers, attorneys, or other persons, firms or corporations retained for the purpose of designing, planning, and constructing the *water and sewer utilities on the* referenced project have been paid in full.

Witness

Name of Contractor (please print)

Witness

Signature of Contractor

Witness

Name of Engineer (please print)

Witness

Signature of Engineer

Attachment 2

CONTRACTOR GUARANTY

WHEREAS, Beaufort-Jasper Water and Sewer Authority, as ultimate owner and operator of the Raw Water Canal Improvements (project name) water and/or sewer utility systems, located at within the canal easement or property and ROW crossings from the intake at Purrysburg Road to the treatment facility at 8 Snake Road in Beaufort and Jasper Counties (street address, lot and block, or tract), requires tangible assurance as to the quality of materials and workmanship used on the aforementioned project; and,

WHEREAS, _____ as duly licensed and responsible contractor having constructed and/or supervised the construction of the aforementioned project, desires to assure the Beaufort-Jasper Water and Sewer Authority that the quality of materials and workmanship meet published standards governing the construction of such utilities work.

THEREFORE, it is hereby agreed that neither final payment by the developer nor any provision in the contract with the developer, no partial or entire use of the constructed utility improvements by the Beaufort-Jasper Water and Sewer Authority or the public shall constitute an acceptance of work not performed in accordance with approved plans or relieve the contractor of liability or responsibility for faulty materials or workmanship or of its obligation and duty to indemnify and hold harmless the Owner. It is further agreed that the contractor shall promptly remedy any defects in the work, with the exception of damages construed as acts of God, at his own expense, and pay for any damage to other work resulting therefrom which shall appear within a period to twelve (12) months from the date the Permit to Operate is issued by SC DHEC.

THEREFORE, the contractor hereby certifies that all work described or shown on the construction documents was performed. If it can be demonstrated that work was not performed, then the contractor shall remedy the oversight at his own expense or reimburse the Authority for the cost plus twenty (20%) percent for administrative costs. This clause shall be in effect indefinitely.

IN WITNESS WHEREOF, this instrument of GENERAL GUARANTY is hereby executed.

Attest: _____ (Authorized signature of contractor)

For: _____ (Company Name)

_____ (Address)

Submitted and sworn to before me this _____ day of _____, 2019

By: _____ (Authorized company official)

For: _____ (Company name)

_____ Notary Public for state of _____

My commission expires _____

END OF SECTION

48. **PROJECT CLOSE OUT**

Attachment 1

BJWSA

CIP PROJECT CLOSE OUT REQUIREMENTS

Date: _____

CIP Project number: 1894

CIP Project name: Raw Water Canal Improvements

Final service authorization will be provided upon acceptance of the water and/or sewer system by BJWSA. If required, a service authorization letter shall be provided to the engineer and/or contractor after acceptance.

To receive service authorization necessary to allow the establishments to receive water and/or sewer service, the items checked below must be completed.

NOTE Items checked below must be received before payment of the final invoice:

1. _____ All punch list items as determined by a BJWSA Field Inspector.
2. _____ The certification letter, to include certification that the air test, pressure test, etc. have been satisfactorily performed, and a copy of the bacteriological test.
3. _____ Executed Certification of Non-Litigation/LIEN WAIVER (Attachment I). Unless covered by the contract.
4. _____ Executed Contractors Guaranty for not less than one year after receiving service authorization (Attachment II).
5. _____ Final record drawings/red lines have been received and approved by BJWSA. (Refer to record drawing standards). 911 addresses are to be placed on the as-built drawings.
6. _____ Department of Health and Environmental Control approval. Temporary verbal or partial approval may be arranged for but must be followed in a timely manner by written approval from DHEC.
7. _____ Executed Cost Certificate if applicable. (Attachment III).
8. _____ Release by other agencies such as State, County, SCDOT or others applicable to encroachment permits or other liabilities.
9. _____ Execution of all easements and deeds necessary for the conveyance of the water/or sewer facilities to be maintained and owned by BJWSA.
10. _____ All *original paperwork* shall be delivered to the attention of the CIP Project Manager.
11. _____ Notify Purchasing to return bid bond to contractor.

END OF SECTION

SECTION 00800

SUPPLEMENTAL GENERAL CONDITIONS

1. **ENUMERATION OF PLANS, SPECIFICATIONS AND ADDENDA**

- 1.1 The plans, specifications and addenda which form a part of this contract as set forth in Paragraph 1 of the General Conditions, Contract and Contract Documents are enumerated in Section 00005 - Table of Contents and Section 00851 - Drawings Index.

2. **CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE**

- 2.1 As required under Paragraph 29 of the General Conditions, the CONTRACTOR shall not commence WORK under this Contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the OWNER, nor shall the CONTRACTOR allow any SUBCONTRACTOR to commence WORK on his Subcontract until all similar insurance required of the SUBCONTRACTOR has been so obtained and approved.
- 2.2 Unless otherwise specified in this Contract, the CONTRACTOR shall, at its sole expense, maintain in effect at all times, during the performance of WORK, insurance coverage with limits not less than those set forth below with insurers and under forms of policies satisfactory to OWNER.
- 2.3 The CONTRACTOR shall deliver Certificates of Insurance to the ENGINEER no later than ten (10) days after award of the Contract but in any event, prior to execution of the Contract by the OWNER and prior to commencing WORK on the site as evidence that policies providing such coverage and limits of insurance are in full force and effect.
- (a) Certificates shall provide that not less than thirty (30) days advance notice will be given in writing to the OWNER prior to cancellation, termination or material alteration of said policies of insurance.
- (b) Certificates shall identify on their faces the PROJECT NAME and the ENGINEER'S PROJECT NUMBER.
- 2.4 Additional Insured: The Commercial General Liability, Excess Liability (Umbrella) and Comprehensive Automobile Liability insurance policies shall be endorsed to include the OWNER and ENGINEER as additional insured for ongoing and completed operations. Such insurance shall be primary and not be contributory with any other insurance maintained by the OWNER or ENGINEER.
- 2.5 The OWNER AND ENGINEER are not maintaining any insurance on behalf of the CONTRACTOR covering against loss or damage to the WORK or to any other property of the CONTRACTOR unless otherwise specifically stated herein and as may be described by appendix hereto. In the event the CONTRACTOR maintains insurance against physical loss or damage to the CONTRACTOR'S construction equipment and tools, such insurance shall include an insurer's waiver of rights of subrogation in favor of OWNER AND THE ENGINEER.
- 2.6 Provide only insurance carrier(s) with an "A" rating.

2.7 The CONTRACTOR shall fully and completely indemnify and hold harmless the OWNER and the ENGINEER as stated in Part 47 of Section 00700.

2.8. **Insurance Requirements:**

(a) **Commercial General Liability Insurance:** The CONTRACTOR shall take out and maintain during the life of the Contract such commercial general liability insurance as shall protect him from claims for damage for bodily injury, including accidental death, as well as from claims for property damage, to include completed operations coverage, which may arise from operations under this contract whether such operations are by himself or by any SUBCONTRACTOR or by anyone directly or indirectly employed by either of them. The amount of such insurance shall be not less than the following:

General Aggregate	\$2,000,000.00
Products - Complete/Operations Aggregate	\$2,000,000.00
Personal and Advertising Injury	\$1,000,000.00
Each Occurrence	\$1,000,000.00
Fire Damage (Any one fire)	\$50,000.00
Medical Expenses (Any one person)	\$5,000.00

- (1) The General Aggregate listed above shall be for this project only.
- (2) **Special Hazards:** The CONTRACTOR'S and his SUB-CONTRACTOR'S General Liability Insurance shall provide adequate protection against use of explosives, collapse, and underground hazards. Each detonation of blasting shall be considered a single occurrence.
- (3) Provide Waiver of Subrogation in favor of the Owner.

(b) **Comprehensive Automobile Liability Insurance:**

- (1) Includes coverage for all owned, hired and non-owned automobiles.
- (2) The combined single limit of liability shall not be less than the following:

Any One Accident or Loss	\$1,000,000.00
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- (3) Provide Waiver of Subrogation in favor of the Owner.

(c) **Excess Liability (Umbrella) Insurance:**

- (1) CONTRACTOR shall carry and maintain Combined Excess Liability (Umbrella) insurance for a limit not less than the following:

Each Occurrence	\$5,000,000.00
Aggregate	\$5,000,000.00

- (2) Provide Waiver of Subrogation in favor of the Owner.

(d) **Worker's Compensation:** The insurance required by this Section shall be written for not less than the following or greater if required by law:

- (1) Statutory benefits as provided by South Carolina Law.
- (2) Employers' Liability:

Each Accident	\$500,000.00
Disease - Policy Limit	\$500,000.00
Disease - Each Employee	\$500,000.00

- (c) Provide Waiver of Subrogation in favor of the Owner.

(e) **Builders Risk Insurance:** The CONTRACTOR shall purchase and maintain an "all risk" or special perils form builder's risk policy issued in the name of the CONTRACTOR, OWNER and all SUBCONTRACTORS for the full contract value of the insurable portions of the WORK. This policy shall contain a provision that in the event of payment of any loss or damage, the insurer will have no rights of recovery against any of the parties named as insureds or additional insureds.

(f) **Flood Insurance:** The CONTRACTOR is required to carry flood insurance for projects located in designated flood hazard areas in which Federal Flood Insurance is available.

(g) **Earthquake Insurance:** The CONTRACTOR is required to carry earthquake insurance for the full contract value of insurable portions of the WORK.

(h) **OWNER'S Protective Liability Insurance:** The CONTRACTOR shall purchase and maintain an OWNER'S Protective Liability policy issued in the name of the OWNER with a combined single limit of liability of not less than the following:

Each Occurrence	\$2,000,000.00
Aggregate	\$2,000,000.00

(i) **WORK SAFETY:** The CONTRACTOR shall provide and enforce a safe work environment as prescribed in the Occupational Safety and Health Act of 1970 as amended – The CONTRACTOR will provide such safety equipment, training and supervision as may be required by BJWSA and/or applicable law. The CONTRACTOR shall ensure its subcontractors provide a similar provision. The CONTRACTOR shall attend BJWSA mandated safety meetings.

3. **ABBREVIATIONS AND DEFINITIONS**

3.1 Abbreviations used in these Specifications refer to the following:

OWNER: Beaufort Jasper Water & Sewer Authority

ENGINEER: Cranston Engineering Group, PC

3.2 Definitions: Wherever in the specifications or upon the drawings the words "directed", "required", "permitted", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation or prescription of the OWNER is intended; and similarly, the words "approved", "acceptable", "satisfactory", or words of like import shall mean approved by, or acceptable to, or satisfactory to the OWNER, unless otherwise expressly stated.

4. **PHOTOGRAPHS OF PROJECT**

4.1 No photographs of the project will be required.

5. **SCHEDULE OF OCCUPATIONAL CLASSIFICATIONS AND MINIMUM HOURLY WAGE RATES**

5.1 Not applicable.

6. **NOTICE AND SERVICE THEREOF**

- 6.1. All papers required to be delivered to the OWNER shall, unless otherwise specified in writing to the CONTRACTOR, be delivered to the OWNER'S representative as indicated below, and any notice to or demand upon the OWNER shall be sufficiently given if delivered to the office of said representative, or if deposited in the United States Mail, in a sealed postage prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission, in each case addressed to the OWNER'S representative as indicated below, or to such other representative of the OWNER, or to such other address as the OWNER may subsequently specify in writing to the CONTRACTOR for such purposes. The OWNER'S representative is as follows:

Shawn Flood
Beaufort Jasper Water & Sewer Authority
6 Snake Road
Okatie, SC 29910

7. **CORRELATION OF PLANS AND SPECIFICATIONS**

- 7.1 The contract, plans and specifications are to be interpreted as mutually explanatory or supplementary, and therefore any features shown in one and not in the other shall have the same force and effect as if shown by both, and shall be fully executed. Prior to execution of the WORK, the CONTRACTOR shall check all drawings and specifications, and shall immediately report to the ENGINEER all errors, discrepancies, conflicts and omissions discovered therein. All such errors, discrepancies, conflicts and omissions will be adjusted by the ENGINEER, and adjustment by the CONTRACTOR without prior approval shall be at his own risk. The settlement of any complications arising from such adjustments shall be made by the CONTRACTOR at his own expense and to the satisfaction of the OWNER.

8. **OWNERSHIP OF DRAWINGS**

- 8.1 All drawings, specifications and memoranda relating to the WORK are the property of the OWNER and are to be carefully used and returned to the OWNER upon completion or cessation of the WORK from any cause.
- 8.2 Plans and specifications to be furnished: Five (5) sets of specifications and plans will be furnished to the CONTRACTOR without charge. Additional sets can be secured from the ENGINEER upon request at cost of reproduction. The CONTRACTOR shall have available on the project site at all times one (1) copy of each of said plans and specifications.

9. **ORDER OF WORK**

- 9.1 The prosecution, order or sequence of the WORK shall be as approved by the ENGINEER, which approval, however, shall in no way affect the responsibility of the CONTRACTOR.

10. **PHYSICAL DATA**

- 10.1 The drawings, which accompany and form a part of the contract, have been prepared on the basis of surveys and observations of the site, and are intended to present an essentially accurate indication of the physical conditions at the site. However, this shall not relieve the CONTRACTOR of the necessity for familiarizing himself with physical conditions at the site, and any discrepancies found in the drawings shall not be grounds for claims by the CONTRACTOR against the OWNER, or for non-performance of WORK specifically provided for under the contract.

11. **ORGANIZATION, PLANT AND PROGRESS**

11.1 The following is supplemental to Paragraph 16 of the General Conditions:

(a) The CONTRACTOR shall give his personal superintendence to the WORK, or shall have a competent superintendent with authority to act for him, to the satisfaction of the ENGINEER, on the job at all times during the progress of the WORK.

(b) The CONTRACTOR shall employ an ample force of properly experienced persons and provide construction plant properly adapted to the WORK and of sufficient capacity and efficiency to accomplish the WORK in a safe and workmanlike manner at a rate of progress satisfactory to the OWNER. All plants shall be maintained in good working order and provision shall be made for immediate emergency repairs. No reduction in the capacity of the plant employed on the WORK shall be made except by written permission of the OWNER. The measure of the capacity of the plant shall be its actual performance on the WORK to which these specifications apply. Award of this contract shall not be construed as a guaranty by the OWNER that plant listed by the CONTRACTOR for use on this contract is adequate for the performance of the WORK.

(c) Should the CONTRACTOR fail to maintain a rate of progress which, in the opinion of the OWNER, will complete WORK within the time limit specified, the OWNER may require that additional persons working, if necessary, during additional periods or shifts, or additional plant, or both, be placed on the WORK; or a reorganization of plant layout be effected in order that the progress of the WORK be brought up to schedule and so maintained. Should the CONTRACTOR refuse or neglect so to increase the number of employees, working period, or plant, or to reorganize the plant layout in the manner satisfactory to the OWNER, the latter may proceed under the provisions of the Contract to rectify the conditions.

12. **ENGINEER'S REVIEW AND CONTRACTOR'S INSPECTION**

12.1 The WORK shall be periodically reviewed by the ENGINEER's representatives, but the presence of the ENGINEER's representatives shall not relieve the CONTRACTOR or his responsible agent of responsibility for the proper execution of the WORK.

12.2 The CONTRACTOR will be required to furnish at his expense such labor, organization and materials which form a part of the ordinary and usual equipment and crew of the CONTRACTOR as may be reasonably necessary in inspecting and supervising the WORK. Should the CONTRACTOR refuse, neglect or delay compliance with this requirement, the specified facilities may be furnished and maintained by the OWNER and the cost thereof will be deducted from any amounts due, or to become due, the CONTRACTOR.

12.3 Except as specified in this paragraph, or otherwise provided for in these specifications, all expense of inspection will be borne by the CONTRACTOR.

12.4 It is understood that any instruction or decision given by the ENGINEER through the Resident ENGINEER is to be considered the instruction or decision of the OWNER, in all cases where, under the terms of this contract, decision rests with the ENGINEER.

12.5 The ENGINEER or his authorized representative shall have access to the WORK at all times.

13. **STANDARD TESTS, QUALITY AND GUARANTEES**

13.1 Standard tests, quality and guarantees shall comply with the following:

(a) All materials, supplies and parts and assemblies thereof, entering into the WORK to be performed under these specifications, shall be tested as specified herein or otherwise required, in conformity with the contract and according to the best modern approved methods for the particular type and class of WORK.

(b) Unless waived in writing by the ENGINEER, all tests and trials shall be made in the presence of a duly authorized representative of the ENGINEER. When the presence of the inspector is so waived, sworn statements in duplicate of the tests made and results thereof shall be furnished to the ENGINEER by the CONTRACTOR as soon as possible after completion of tests.

(c) Unless otherwise authorized, directed or specified, where standard published specifications of recognized authorities and organizations are mentioned, the latest revision of such specification current at the time when the WORK is executed shall govern.

(d) All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection agency shall be selected by the OWNER. The OWNER will pay for all laboratory inspection service direct and not as a part of the contract.

(e) Materials of construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for uses intended.

(f) In accordance with the Contract, all materials, parts and equipment furnished and incorporated in the WORK shall be high grade, free from defects and imperfections, of recent manufacture and unused. Workmanship shall be of the highest grade and in accordance with the best modern standard practice.

14. **STANDARD PRODUCTS**

14.1 All materials supplied and articles furnished shall, wherever specified and otherwise wherever practicable, be the standard products of recognized, reputable manufacturers. The standard products of manufacturers other than those specified will be accepted when it is proven to the satisfaction of the ENGINEER, in accordance with the Contract, that they are equal in strength, durability, usefulness and convenience for the purpose intended. Any changes required in the details and dimensions indicated on the drawings, or the substitution of standard products other than those provided for, shall be properly made as approved by the ENGINEER and at the expense of the CONTRACTOR.

END OF SECTION