



## **GSWSA PIPELINE CONTRACT 14**

### **PROJECT #s**

**634-40, 634-55, 635-14, 990-58, 634-60,  
634-61, 990-59, & 634-56**

**PREPARED BY:**

**PLANNING / ENGINEERING DIVISION**

**GRAND STRAND WATER AND SEWER AUTHORITY**

**PO BOX 2368**

**166 JACKSON BLUFF RD (29526)**

**CONWAY SC 29528-2368**

**AUGUST 2020**

## INVITATION TO BID

### GRAND STRAND WATER AND SEWER AUTHORITY

Sealed bids for the construction and installation of the:

#### **GSWSA PIPELINE CONTRACT 14**

and appurtenant items as prepared by Grand Strand Water and Sewer Authority in the Bayboro, Conway, and Simpson Creek Townships of Horry County, SC will be received by Grand Strand Water and Sewer Authority at its Administrative Center at 166 Jackson Bluff Road, Conway, SC until **2:00 PM, Tuesday, August 18, 2020.**

The projects included in this contract are:

1. Henry Rd Water (634-40); Bayboro Township; Includes approximately 4,180 LF of 8" and 750 LF of 6" water main & appurtenances.
2. Grahamville Rd Ext 2 Water (634-55); Conway Township; Includes approximately 3,450 LF of 8" water main and appurtenances.
3. Grahamville Rd Water Hydraulic Improvement (635-14); Conway Township; Includes approximately 1,300 LF of 8" water main and appurtenances.
4. Hwy 545 Ext 1 Sewer (990-58); Simpson Creek Township; Includes approximately 1,400 LF of 4" sewer force main and appurtenances.
5. Ole Maple St Ext 1 Water (634-60); Bayboro Township; Includes approximately 1,260 LF of 8" water main and appurtenances.
6. Allsbrook Rd Ext 1 Water (634-61); Bayboro Township; Includes approximately 1,175 LF of 8" water main and appurtenances.
7. Allsbrook Rd Ext 1 Sewer (990-59); Bayboro Township; Includes approximately 810 LF of 6" and 1,170 LF of 2" sewer force main and appurtenances.
8. Hwy 668 & Hwy 19 Water (634-56); Conway Township; Includes approximately 6,567 LF of 8", 70 LF of 6", and 810 LF of 3" water main and appurtenances.

The Contract Documents consist of: Advertisement of Bid, Information for Bidders, Non-Collusion Affidavit of Prime Bidder, Statement of License Certificate, Statement of Experience of the Bidder, Project Superintendence, List of Subcontractors, Bid, Special and General Contract Requirements, Schedule of Bid Items, Bid Bond, Notice of Award, Agreement, Contractor/Subcontractor Certification of Compliance with Storm Water Pollution Prevention Plan, Payment Bond, Performance Bond, Notice to Proceed, Change Order, General Conditions, Special Provisions, Specifications, Drawings, and Addenda.

Copies of the Contract Documents may be obtained online by visiting [www.bidnetdirect.com/south-carolina/gswsa](http://www.bidnetdirect.com/south-carolina/gswsa). Please contact the Engineering Department at (843) 443-8258 with questions.

## **INFORMATION FOR BIDDERS**

Bids will be received by Grand Strand Water and Sewer Authority (hereinafter called the "OWNER") at its Administrative Center, located at 166 Jackson Bluff Road, Conway, SC 29526, until **2:00 PM, Tuesday, August 18, 2020** and then at said office publicly opened and read aloud.

Due to the ongoing COVID-19 pandemic and social distancing guidelines, GSWSA will only allow one (1) representative per bidder into the public bid opening area. A separate representative of the general contractor, sub-contractors, suppliers, or other vendors will not be allowed. If you prefer to attend the bid opening via teleconference, you may call 843.872.0017 and enter the meeting code 813227 to listen to the bid opening.

Each Bid must be submitted in a sealed envelope, addressed to Grand Strand Water and Sewer Authority at PO Box 2368, Conway, SC 29528 or hand-delivered to its Administrative Center, located at 166 Jackson Bluff Road, Conway, SC 29526.

Each sealed envelope containing a Bid must be plainly marked on the outside as BID for:

### **GSWSA PIPELINE CONTRACT 14**

and the envelope should bear on the outside, the name of the Bidder, his address and his license number, if applicable. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed to the Owner at P. O. Box 2368, Conway, South Carolina 29528. All Bids must be made on the required Bid forms. All blank spaces for Bid prices must be filled in, in ink or typewritten, and the Bid forms must be fully completed and executed when submitted. Only one copy of the Bid forms is required.

The Owner may waive any informalities or minor defects 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. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between Owner and the Bidder.

Questions should be submitted through GSWSA's online bidding software at [www.bidnetdirect.com/south-carolina/gswsa](http://www.bidnetdirect.com/south-carolina/gswsa) no later than **5:00 pm, Tuesday, August 11, 2020**. All interpretations, clarifications, or changes will be made in the form of written addenda published through the online bidding software.

A responsive and responsible GSWSA service area vendor who is within five percent (5%) of the lowest non-local Bidder, may be given the opportunity to match the bid

submitted by the non-local Bidder and thereby be awarded the contract. This preference shall apply only when purchases are \$10,000 or more in value.

A vendor shall be deemed a GSWSA service area vendor if such a vendor is an individual, partnership, association or corporation that is authorized to transact business within the State of South Carolina, has a physical business address located and operating within the GSWSA service area and has been doing business in the GSWSA service area for a period of twelve (12) months or more prior to the bid opening date and the vendor provides proof of payment of all applicable taxes within their specific GSWSA service area.

If purchase is to be made pursuant to state or federal guidelines that prohibit or restrict local vendor preferences, there shall be no local vendor preference, unless a more restricted variation is allowed under the guidelines.

Bidders must satisfy themselves of the accuracy of the extent of work in the Bid Schedule by examination of the sites and a review of the drawings and specifications including Addenda. After Bids have been submitted, the bidder shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done.

The Provider shall submit a bid which is true, genuine, and not collusive. The bid shall not be made in the interest of or on behalf of any undisclosed person, partnership, company, associate, organization, or corporation. The Provider nor any of its officers, partners, owners, agents, representatives, employees, or parties of interest, shall collude, conspire connive or agree, directly or indirectly, with another Provider, firm, or person to submit a collusive bid in connection with the contract for which the bid has been submitted. The Provider shall not directly or indirectly, seek by agreement, collusion, communication, or conference with any other Provider, firm, or person to fix the price(s) submitted on the bid. The Provider shall not fix any overhead, profit, or cost element of the bid price of any other Provider or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the Authority or any other person interested in the requested bid.

The Contract Documents contain the provisions required for the construction of the Project. Information obtained from an officer, agent, or employee of the Owner or any other person shall not affect the risks or obligations assumed by the Contractor or relieve him from fulfilling any of the conditions of the contract.

Each Bid must be accompanied by an original raised seal Bid Bond payable to the Owner for five percent of the total amount of the bid unless otherwise noted on the Bid forms. As soon as the Bid prices have been compared, the Owner will return the bonds of all except the three lower responsible Bidders. When the Agreement is executed, the bonds of the two remaining unsuccessful Bidders will be returned. The Bid Bond of the successful Bidder will be retained until the Payment Bond and Performance Bond have

been executed and approved, after which it will be returned. A certified check may be used in lieu of a Bid Bond.

Original raised seal Performance and Payment Bonds in the amount of 100 percent of the Contract Price, with a corporate surety approved by the Owner, will be required for the faithful performance of the Contract.

Attorneys-in-fact who sign Bid Bonds, Performance Bonds, and Payment Bonds must file with each bond a certified and effective dated copy of their power of attorney.

The party to whom the Contract is awarded will be required to execute and return the Agreement along with the original raised seal Performance and Payment Bonds within ten calendar days from the date when the Notice of Award is delivered to the Bidder. The Notice of Award shall be accompanied by the necessary Agreement and bond forms. In case of failure of the Bidder to execute the Agreement, the Owner may at his option consider the Bidder in default, in which case the Bid Bond accompanying the proposal shall become the property of the Owner.

The Owner, within 10 days of receipt of acceptable Performance and Payment Bonds and Agreement signed by the party to whom the Agreement was awarded, shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the Owner not execute the Agreement within such period, the Bidder, by written notice, may withdraw his signed Agreement. Such Notice of Withdrawal shall be effective upon receipt of the Notice by the Owner.

The Notice to Proceed shall be issued within 10 days of the execution of the Agreement by the Owner. Should there be reasons why the Notice to Proceed cannot be issued within such period; the time may be extended by mutual agreement between the Owner and Contractor. If the Notice to Proceed has not been issued within the 10 day period or within the period mutually agreed upon, the Contractor may terminate the Agreement without further liability on the part of either party.

The Owner may make such investigations as he deems 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 Agreement and to complete the work contemplated therein.

A conditional or qualified Bid will not be accepted.

Award may be made as a whole or as separate contracts for separate scheduling.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Contract throughout.

Each Bidder is responsible for inspecting the sites and for reading and being thoroughly familiar with the Contract Documents. The failure or omission of any Bidder to do any of the foregoing shall in no way relieve any Bidder from any obligation in respect to his Bid.

The low Bidder must supply the names and addresses of major material subcontractors when requested to do so by the Owner.

Inspection trips for prospective Bidders will be conducted from the office of the owner when requested. Contact Mr. Jason Poston, Engineering Design Manager, at (843) 443-8287 or via email at [jposton@gswsa.com](mailto:jposton@gswsa.com).

Bidder must be in conformance with all pertinent local, state and federal laws, and industry regulations, **including the FACTA (Fair and Accurate Credit Transactions Act) Section 114 Red Flag Plan and the South Carolina Financial Identity Fraud and Identity Theft Protection Act.**

**NON-COLLUSION AFFIDAVIT OF PRIME BIDDER**

State of South Carolina )  
County of Horry )

---

being first duly sworn, deposes and says that:

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

(Signed) \_\_\_\_\_

\_\_\_\_\_  
(Title)

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

---

Notary Signature

---

Printed Name of Notary

My commission expires on: \_\_\_\_\_

**\*STATEMENT OF LICENSE CERTIFICATE**

EACH CONTRACTOR BIDDING SHALL FILL IN AND SIGN THE FOLLOWING:

This is to certify that \_\_\_\_\_ have fully complied with all the requirements of the South Carolina Licensing Board for Contractors. The Contractor's license number and date of registration shall appear on the envelope containing the bid otherwise the bid will not be considered.

\_\_\_\_\_ was issued Certificate No. \_\_\_\_\_ on \_\_\_\_\_, 20\_\_\_\_ by the State Board for licensing General Contractors.

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

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

*\*Must have prior to signing of contract.*



**STATEMENT OF EXPERIENCE OF THE BIDDER**

The bidder is requested to state below what work of similar scope and complexity he has completed, and to give references that will enable the Owner to judge his experience, skill and business standing and his ability to conduct the work as completely and as rapidly as required under the terms of the contract.

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

Dated: \_\_\_\_\_ Bidder: \_\_\_\_\_

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

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

**PROJECT SUPERINTENDENCE**

The Undersigned states that the following employee will assume the role of project superintendent representing the Contractor on this Project. The undersigned further states that this individual, whose qualifications are presented below (attach additional sheets, if necessary), will have authority to speak for the Contractor and will not be removed from this Project or temporarily substituted for on this Project without the written consent of the Owner and Project Engineer.

Project Superintendent's Name: \_\_\_\_\_

Years of Experience: \_\_\_\_\_

Brief but Complete Description of Experience Relevant to this Project: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

References from Owners where work of similar scope, and complexity has been accomplished under Proposed Superintendent's direct supervision.

- |          |          |          |          |          |
|----------|----------|----------|----------|----------|
| 1. _____ | 2. _____ | 3. _____ | 4. _____ | 5. _____ |
| _____    | _____    | _____    | _____    | _____    |
| _____    | _____    | _____    | _____    | _____    |
| _____    | _____    | _____    | _____    | _____    |
| (Phone)  | (Phone)  | (Phone)  | (Phone)  | (Phone)  |

“I consent to the disclosure of my qualifications and other applicable personal data for the purpose of evaluating proposals under this solicitation.”

\_\_\_\_\_  
Employee's Signature Date

“I certify to this employee's role in this Project and that the qualifications presented herein are accurate, complete and current.”

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

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

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

**LIST OF SUBCONTRACTORS**

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

<u>Subcontractor and Address</u>	<u>Class of Work to be Performed</u>
1) _____ _____	_____ _____
2) _____ _____	_____ _____
3) _____ _____	_____ _____
4) _____ _____	_____ _____
5) _____ _____	_____ _____
6) _____ _____	_____ _____
7) _____ _____	_____ _____

Dated: \_\_\_\_\_

Bidder: \_\_\_\_\_

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

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

**BID**

**CONTRACT INSTALLATION OF  
GSWSA PIPELINE CONTRACT 14**

Proposal of \_\_\_\_\_ hereinafter called the “Bidder”, organized and existing under the laws of the State of \_\_\_\_\_ doing business as (a corporation) (a partnership) (an individual).

To GRAND STRAND WATER AND SEWER AUTHORITY hereinafter called “Owner”.

In compliance with your Request for Bids, the Bidder hereby proposes to perform all work for the construction of the

**GSWSA PIPELINE CONTRACT 14**

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

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

Bidder hereby agrees to commence work under this Contract on or before a date to be specified in the Notice to Proceed and to fully complete the Project within 120 consecutive calendar days thereafter. Bidder further agrees to pay, as liquidated damages, in the sum of \$200.00 for each consecutive working day thereafter as provided in Section 15 of the General Conditions.

Bidder acknowledges the receipt of the following addendum:

---

---

---

## **GSWSA PIPELINE CONTRACT 14**

### **SPECIAL AND GENERAL CONTRACT REQUIREMENTS**

The contractor's attention is directed to the following special provisions that are considered to be a part of this contract and that may be in addition to all other general and special requirements as may be contained within the bidding and contract requirements.

- 1) As given by bid items, all material and labor for taps, shut downs and tie-ins are considered to be included in the various bid items and no additional compensation shall be allowed in this project. The contractor shall schedule all shut downs, cut-ins, tie-ins, flushing and work on existing lines through the Authority's inspector which said work shall also include inspection and direct observation of the contractors tapping and tie-in work when associated with the various existing water utilities. The installation costs that may occur due to alignment changes are considered to be a part of the price submitted for pipe installation and no additional compensation is allowed. The final location selected for installation by the contractor other than what is shown on the plans shall be first approved by the Authority prior to proceeding with the work and actual installation.
- 2) The contractor will be responsible for verifying the location and existence of all underground utilities both prior to the bid submittal and during construction. Location of utilities are tentatively shown on the plans, whether fully and correctly located or partially and/or incorrectly located or omitted will not relieve the contractor of the responsibility or liability for providing for any derivation from the planned location and for the complete installation and/or damage to other utilities. The contractor will be responsible for contacting local utilities for assistance in locating their underground utilities both prior to bid proposals and during installations. The contractor must fully comply with the South Carolina Underground Utilities Damage Prevention Act, General Statutes 58-36 Sections 10 through 120 and all applicable statutes and state approved requirements.
- 3) All line work unit costs shall include any clearing, stump removal, import backfill, stabilization and compaction requirements.
- 4) Locations and depths of all lines, laterals, valves and appurtenances to clear other facilities will be determined by the contractor and approved by the inspector prior to installation. The contractor is responsible to see that the water mains and/or sewer force mains and appurtenances are placed to the required roadway alignments and grades.

- 5) Restoration of the right-of-way area where this installation occurs shall include all final grading, compaction, and any necessary spoil removal and the import of any finish grade material necessary to re-establish an accurate and final and acceptable finish grade.
- 6) The contract work herein is intended to be that portion of water main and sewer force mains and appurtenances as shown on drawings prepared by Grand Strand Water & Sewer Authority and listed in the bid items.
- 7) The contractor's attention is directed to the standard specifications 1.4.8 Safety. Safety vests, hard hats, signing and/or any other requirements will be strictly enforced. All safety procedures are to be followed including but not limited to OSHA Regulations, Confined Space Regulations, Trench Safety, Traffic Control Safety, etc.
- 8) As-built Drawings: The contractor shall provide as-built drawings indicating the actual as-built condition of the project at completion. As-builts will be furnished at or prior to final inspection by Engineer. Red-line mark-up copies of drawings indicating all dimensions and elevations are acceptable as as-built drawings for the water and sewer projects. As-builts shall include the following at a minimum: horizontal measurements from centerline of roadways to main line at 200 ft intervals, measurements from all existing permanent features adjacent to roadway to main line (i.e. telephone pedestals, power poles, RCPs, power pedestals, etc.), two tie-down measurements to all fittings, valves, hydrants, blow offs, post hydrants, pumper connections, ARVs, and directional bore ends. Payment will be delayed until approved as-built drawings have been submitted.
- 9) All directional bores will require the submittal of as-built drawings to include a) drilling equipment print-out of plan & profile, b) plan identifying horizontal measurements to existing appurtenances (telephone peds, power poles, rcp's, fences, roadway centerlines, etc.), location of the bore ends, start/end location, & horizontal measurements at 10' min. intervals along the bore path, and c) profile identifying vertical depths of the directional bore along the bore path at 10' min. intervals. Payment will be delayed until approved as-built drawings have been submitted.
- 10) For each directional bore, both ends of the HDPE shall terminate in a horizontal plane with 42" of cover. Install 2" line marker vertical to 3' above ground at ends of bores for temporary identification until the PVC lines are tied into the HDPE sections.
- 11) An underground water pressure test to GSWSA specs will be required on all directional bores prior to tie in to PVC mainline. GSWSA potable water shall be used for testing on all projects unless permission is granted otherwise by the Authority.
- 12) All directional bores shall be installed by a directional boring contractor that has been pre-approved by GSWSA prior to the bid opening.

- 13) All materials that are removed during construction of the project must be disposed of appropriately by the Contractor as part of the contract price.
- 14) Once the project is initiated, it must be carried to completion in an expeditious manner in order to minimize the period of disturbance to the environment.
- 15) The Contractor must implement best management practices that will minimize erosion and migration of sediments on and off the project site during and after construction. These practices should include the use of appropriate grading and sloping techniques, mulches, silt fences, or other devices capable of preventing erosion, migration of sediments and roadside ditch failure. All disturbed land surfaces and sloped areas must be stabilized and sloped.
- 16) Contractor to provide 1" single water services including: tapping saddle, corporation stop, piping, meter box, gate valve with turf box, and fittings for the water projects in this contract. GSWSA will supply and install the ¾" water meters in the meter boxes.
- 17) Contractor shall provide all sewer services stubbed up near the right-of-way per the "Force main -Lateral Detail" for the sewer projects in this contract. GSWSA will provide and set all grinder pump stations and components.
- 18) This contract consists of 8 rural water and sewer construction projects as listed below with required completion dates:**
  - a) Henry Rd Water (634-40)  
**Required Completion Date: 10/5/20**
  - b) Grahamville Rd Ext 2 Water (634-55)  
**Required Completion Date: 10/24/20**
  - c) Grahamville Rd Hydraulic Improvement (635-14)  
**Required Completion Date: 10/24/20**
  - d) Hwy 545 Ext 1 Sewer (990-58)  
**Required Completion Date: 10/30/20**
  - e) Ole Maple St Ext 1 Water (634-60)  
**Required Completion Date: 11/18/20**
  - f) Allsbrook Rd Ext 1 Water (634-61)  
**Required Completion Date: 11/18/20**
  - g) Allsbrook Rd Ext 1 Sewer (990-59)  
**Required Completion Date: 11/18/20**
  - h) Hwy 668 & Hwy 19 Water (634-56)  
**Required Completion Date: 12/18/20**
- 19) These projects may be awarded individually, as a whole, or any combination to meet the scheduling and customer commitment requirements.**

- 20) Contractor to provide all materials, labor, traffic control, and equipment necessary to install the projects per the plans & specifications prepared by GSWSA. The latest revision of the GSWSA water system standards and specifications and sewer system standards and specifications also apply.
- 21) GSWSA will provide the required DOT Encroachment, Horry County Encroachment, and DHEC Construction permits. Any other required federal, state, & local permits are the responsibility of the contractor.
- 22) All work shall be coordinated and scheduled through GSWSA Engineering Services Manager, Matt Minor. A pre-construction meeting will also be required prior to start of construction. Notifications to all required agencies are required prior to start of construction.



**GSWSA PIPELINE CONTRACT 14**

**SCHEDULE OF BID ITEMS**

The Contractor shall furnish all labor, equipment, materials, and transportation and perform all work necessary to complete the installation of sewer utilities and appurtenances as shown on the drawings prepared by Grand Strand Water and Sewer Authority and per all specifications herein:

**HENRY RD WATER (#634-40)**

<b><u>ITEM</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>QTY.</u></b>		<b><u>UNIT COST</u></b>	<b><u>TOTAL COST</u></b>
1	8" C900 DR25 PVC (blue)	4000	LF		
2	6" C900 DR25 PVC (blue)	670	LF		
3	<b><u>encased directional bore-</u></b> 12" Casing (12.750" IPS OD) SDR17 HDPE, 8" Carrier (8.625 IPS OD) SDR17 HDPE under SCDOT's Good Luck Rd at STA 0+10 to 1+10	100	LF		
4	<b><u>directional bore-</u></b> 8" (8.625 IPS OD) SDR17 HDPE under RCP at STA 33+30 to 34+10	80	LF		
5	<b><u>directional bore-</u></b> 6" (6.625 IPS OD) SDR17 HDPE under RCP at STA 41+05 to 41+86	80	LF		
6	8 x 8" SS Tapping Sleeve w/ 8" MJ Tapping Valve	1	EA		
7	8" MJ Sleeve (w/ accessories)	4	EA		
8	6" MJ Sleeve (w/ accessories)	2	EA		
9	8" bell restraints	6	EA		
10	6" bell restraints	4	EA		
11	8"x 6" MJ Reducer	1	EA		
12	6" 90° Bend	1	EA		
13	Fire Hydrant Assembly WITH 8"x 6" hydrant tee, 6" Gate valve, hydrant lateral, bends, restraints, valve boxes, collars and all accessories complete in place	2	EA		
14	Fire Hydrant Assembly w/ hydrant lateral, bends, restraints, valve boxes, collars and all accessories complete in place	1	EA		
15	8" MJ Gate Valve	1	EA		
16	6" MJ Gate Valve	1	EA		
17	2 1/2" Temporary Blowoff Assembly for flushing & testing per std detail (main Gate Valve listed as separate item)	1	EA		
18	concrete marker (main valve, FH valves, etc.)	4	EA		

19	Install 1" single water service on side of road opposite water main ( <b>LONG</b> ); includes: tapping saddle, corporation stop, piping, meter box, gate valve with turf box, and fittings (1" meter to be supplied and set by GSWSA)	1	EA		
20	Install 1" single water service on water main side of road ( <b>SHORT</b> ); includes: tapping saddle, corporation stop, piping, meter box, gate valve with turf box, and fittings (3/4" meter to be supplied and set by GSWSA)	2	EA		
21	Restoration of road righty-of-way and property & erosion control including silt fencing, sediment tubes, grassing, and any other necessary bmp's	1	LS		
22	Disinfection, testing, startup, & final inspection	1	LS		

HENRY RD WATER (#634-40) **TOTAL:**

**GRAHAMVILLE RD EXT 2 WATER (#634-55)**

<b><u>ITEM</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>QTY.</u></b>		<b><u>UNIT COST</u></b>	<b><u>TOTAL COST</u></b>
1	8" C900 DR25 PVC (Blue Pipe)	3390	LF		
2	<b><u>Directional Bore:</u></b> 8.625" IPS OD DR17 HDPE under 18" RCP. STA. 15+73 to 16+33 (transition adapters @ each end)	60	LF		
3	Install 1" single water service on water main side of road ( <b>SHORT</b> ); includes: tapping saddle, corporation stop, piping, meter box, gate valve with turf box, and fittings (3/4" meter to be supplied and set by GSWSA)	2	EA		
4	8" Bell Restraint	10	EA		
5	8" MJ Sleeve (w/ fitting restraints)	1	EA		
6	8"x 6" Fire Hydrant Assembly w/ 8"x 6" hydrant tee, 6" gate valve, boxes, collars, and all accessories complete and in place.	2	EA		
7	2 1/2" temporary blowoff assembly for flushing & testing per std detail (main GV listed as separate item)	1	EA		
8	2 1/2" Post Hydrant (w/ fitting restraints)	1	EA		
9	8" MJ Gate Valve (w/ restraints, box, collar, and marker)	2	EA		
10	Concrete Valve Marker	1	EA		
11	Restoration of road righty-of-way and property & erosion control including silt fencing, sediment tubes, grassing, and any other necessary bmp's	1	LS		
12	Disinfection, testing, startup, & final inspection	1	LS		

GRAHAMVILLE RD EXT 2 WATER (#634-55) **TOTAL:**

**GRAHAMVILLE RD HYDRAULIC IMPROVEMENT (#635-14)**

<b><u>ITEM</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>QTY.</u></b>		<b><u>UNIT COST</u></b>	<b><u>TOTAL COST</u></b>
1	8" C900 DR25 PVC (Blue Pipe)	1040	LF		
2	<b><u>Directional Bore:</u></b> Encased directional bore under Old Reaves Ferry Rd using 150-LF of 12.25" OD IPS DR17 HDPE casing pipe & 140-LF of 8.625" OD IPS DR17 HDPE carrier pipe pulled through casing pipe. STA. 0+10 to 1+50	140	LF		
3	<b><u>Directional Bore:</u></b> 8.625" IPS OD DR17 HDPE under Grahamville Rd. STA 8+48 to 9+68 (transition adapters @ each end)	120	LF		
4	8" MJ Tee (w/ fitting restraints)	1	EA		
5	8" MJ Gate Valve (w/ restraints, box, collar, & marker)	1	EA		
6	8"x 4" MJ Reducer (w/ fitting restraints)	1	EA		
7	4" MJ 45° Bend (w/ fitting restraints)	2	EA		
8	Abandon 4" Valve (remove box, collar, & 2" operating nut)	2	EA		
9	4" MJ Cap (w/ fitting restraints)	2	EA		
10	8"x 8" SS Tapping Sleeve	1	EA		
11	8" MJ Tapping Valve (w/ restraints, box, collar, & marker)	1	EA		
12	8" MJ Sleeve (w/ fitting restraints)	2	EA		
13	8" 45° MJ Bend (w/ fitting restraints)	2	EA		
14	8" Bell Restraint	7	EA		
15	Concrete Valve Marker	3	EA		
16	Connect existing water service to new water main	6	EA		
17	Trench patch asphalt aprons per road agency requirements (4 aprons @ 60 SF/apron)	240	SF		
18	Completely overlay asphalt aprons over trench patch per road agency requirements (4 aprons @ 350 SF/apron)	1,400	SF		
19	Restoration of road righty-of-way and property & erosion control including silt fencing, sediment tubes, grassing, and any other necessary bmp's	1	LS		
20	Disinfection, testing, startup, & final inspection	1	LS		

GRAHAMVILLE RD HYD. IMP. (#635-14) **TOTAL:**

**HWY 545 EXT 1 SEWER (#990-58)**

<b><u>ITEM</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>QTY.</u></b>		<b><u>UNIT COST</u></b>	<b><u>TOTAL COST</u></b>
1	4" C900 DR25 PVC (Green Pipe)	1,300	LF		
2	4" C900 DR18 PVC (Green Pipe)	100	LF		
3	4" MJ Plug Valve (w/ restraints, box, collar, & marker)	1	EA		
4	4" Bell Restraint	3	EA		
5	4"x 2" Air release valve assembly (per STD detail)	1	EA		
6	4"x 3" pumper connection assembly; (include all fittings per STD detail; valve listed separately) Relocated from Sta 0+00	1	EA		
7	Concrete Valve Marker	2	EA		
8	Install new 1-1/4" sewer service stub out on force main side of road ( <b>SHORT</b> ) per "Force main -Lateral Detail"; include service saddle, corporation stop, check valve, HDPE piping, gate valve and accessories. Set gate valve (closed) on end of stub out with green marker.	1	EA		
9	Trench patch asphalt aprons per road agency requirements (4 aprons @ 60 SF/apron)	240	SF		
10	Completely overlay asphalt aprons over trench patch per road agency requirements (4 aprons @ 350 SF/apron)	1,400	SF		
11	Restoration of road righty-of-way and property & erosion control including silt fencing, sediment tubes, grassing, and any other necessary bmp's	1	LS		
12	Testing, startup, & final inspection	1	LS		

HWY 545 EXT 1 SEWER (#990-58) **TOTAL:**

**OLE MAPLE ST EXT 1 WATER (#634-60)**

<b><u>ITEM</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>QTY.</u></b>		<b><u>UNIT COST</u></b>	<b><u>TOTAL COST</u></b>
1	6" C900 DR25 PVC (blue)	1,090	LF		
2	<b><u>Directional bore</u></b> 6" (6.625" IPS OD) SDR17 HDPE under Allsbrook Rd (include transition adaptors); STA 0+05 to 0+95	90	LF		
3	<b><u>Directional bore</u></b> 6" (6.625" IPS OD) SDR17 HDPE under (3) 36" RCP's (include transition adaptors); STA 3+27 to 4+07	80	LF		
4	6" MJ gate valve (w/ accessories)	1	EA		
5	concrete marker (main valve, blowoff valve, etc.)	1	EA		
6	6" bell restraint	8	EA		
7	6" MJ sleeve (w/ accessories)	3	EA		
8	6" MJ cap w/ restraints (per detail #WS-14)	1	EA		
9	Fire hydrant assembly with 6" X 6" hydrant tee, 6" Gate valve, hydrant lateral, bends, restraints, valve boxes and collars & all accessories complete in place	1	EA		
10	2 1/2" temporary blowoff assembly for flushing & testing per std detail (includes 6" MJ tee, 6" MJ plug as called out on plans)	1	EA		
11	Install 1" single water service on side of road opposite water main ( <b>LONG</b> ); includes: tapping saddle, corporation stop, piping, meter box, gate valve with turf box, and fittings (1" meter to be supplied and set by GSWSA)	1	EA		
12	trench patch asphalt aprons per road agency requirements (4 aprons @ 60 SF/apron)	240	SF		
13	completely overlay asphalt aprons over trench patch per road agency requirements (4 aprons @ 350 SF/apron)	1,400	SF		
14	Restoration of road righty-of-way and property & erosion control including silt fencing, sediment tubes, grassing, and any other necessary bmp's	1	LS		
15	Disinfection, testing, startup, & final inspection	1	LS		

OLE MAPLE ST EXT 1 WATER (#634-60) **TOTAL:**

**ALLSBROOK RD EXT 1 WATER (#634-61)**

<b><u>ITEM</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>QTY.</u></b>		<b><u>UNIT COST</u></b>	<b><u>TOTAL COST</u></b>
1	6" C900 DR25 PVC (blue)	1,055	LF		
2	6" CL50 D.I.P.	40	LF		
3	<b><u>Directional bore</u></b> 6" (6.625" IPS OD) SDR17 HDPE under 24" RCP (include transition adaptors); STA 5+65 to 6+05	40	LF		
4	<b><u>Directional bore</u></b> 6" (6.625" IPS OD) SDR17 HDPE under concrete apron (include transition adaptors); STA 11+05 to 11+45	40	LF		
5	6" MJ gate valve (w/ accessories)	1	EA		
6	concrete marker (main valve, blowoff valve, etc.)	1	EA		
7	6" bell restraint	9	EA		
8	6" MJ sleeve (w/ accessories)	3	EA		
9	6" MJ 45-degree bend w/ restraints	7	EA		
10	6" MJ tee w/ restraints	1	EA		
11	2 1/2" temporary blowoff assembly for flushing & testing per std detail (includes 6" MJ tee, 6" MJ plug as called out on plans)	1	EA		
12	Install 1" single water service on water main side of road ( <b>SHORT</b> ); includes: tapping saddle, corporation stop, piping, meter box, gate valve with turf box, and fittings (3/4" meter to be supplied and set by GSWSA)	1	EA		
13	trench patch asphalt aprons per road agency requirements ( <i>4 aprons @ 60 SF/apron</i> )	240	SF		
14	completely overlay asphalt aprons over trench patch per road agency requirements ( <i>4 aprons @ 350 SF/apron</i> )	1,400	SF		
15	Restoration of road righty-of-way and property & erosion control including silt fencing, sediment tubes, grassing, and any other necessary bmp's	1	LS		
16	Disinfection, testing, startup, & final inspection	1	LS		

ALLSBROOK RD EXT 1 WATER (#634-61) **TOTAL:**

**ALLSBROOK RD EXT 1 SEWER (#990-59)**

<b><u>ITEM</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>QTY.</u></b>		<b><u>UNIT COST</u></b>	<b><u>TOTAL COST</u></b>
1	6" C900 DR25 PVC Green Pipe	650	LF		
2	2" PVC SDR21 (200 PSI) Green Pipe	1,080	LF		
3	<b><u>Directional bore</u></b> 6" (6.625" IPS OD) SDR17 HDPE under 18" RCP and WL (include transition adaptors); STA 0+35 to 0+75	40	LF		
4	<b><u>Directional bore</u></b> 6" (6.625" IPS OD) SDR17 HDPE under 18" RCP (include transition adaptors); STA 4+15 to 4+55	40	LF		
5	<b><u>Directional bore</u></b> 6" (6.625" IPS OD) SDR17 HDPE under 24" RCP (include transition adaptors); STA 7+26 to 8+06	80	LF		
6	<b><u>directional bore</u></b> 2" CTS PE4710 SDR9 under Ole Maple St (include transition adaptors); STA 0+00 to 0+90	90	LF		
7	6" MJ plug valve w/ restr's, valve box and collar	1	EA		
8	2" Mueller resilient wedge gate valve w/ epoxy coating and everdure stem, restr's, valve box and collar	3	EA		
9	concrete valve marker	8	EA		
10	6" MJ sleeve w/ restr's	3	EA		
11	2" CTS x 2" PVC connector	2	EA		
12	6"X 3" MJ tee w/ restr's	1	EA		
13	3"X 2" MJ tapped cap w/ restr's	1	EA		
14	6" bell restraint	14	EA		
15	2" bell restraint	6	EA		
16	6"x 2" air release valve assembly (per STD detail)	2	EA		
17	2"x 2" air release valve assembly (per STD detail)	1	EA		
18	2"x 2" pumper connection assembly; (include all fittings per STD detail; valve listed separately)	1	EA		
19	Install new 1-1/4" sewer service stub out on side of road opposite force main ( <b>LONG</b> ) per "Force main -Lateral Detail"; include service saddle, corporation stop, check valve, HDPE piping, gate valve and accessories. Set gate valve (closed) on end of stub out with green marker.	1	EA		
20	trench patch asphalt aprons per road agency requirements ( <i>1 apron @ 60 SF/apron</i> )	60	SF		
21	completely overlay asphalt aprons over trench patch per road agency requirements ( <i>1 apron @ 350 SF/apron</i> )	350	SF		



22	Restoration of road righty-of-way and property & erosion control including silt fencing, sediment tubes, grassing, and any other necessary bmp's	1	LS		
23	Testing, startup, & final inspection	1	LS		

ALLSBROOK RD EXT 1 SEWER (#990-59) **TOTAL:**

**HWY 668 & HWY 19 WATER (#634-56)**

<b><u>ITEM</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>QTY.</u></b>		<b><u>UNIT COST</u></b>	<b><u>TOTAL COST</u></b>
1	8" C900 DR25 PVC (blue)	6,217	LF		
2	8" C900 DR18 PVC (blue)	100	LF		
3	6" C900 DR25 PVC (blue)	10	LF		
4	3" SDR21 PVC 200 PSI (blue)	810	LF		
5	<b><u>Directional bore</u></b> 8" (8.625" IPS OD) SDR17 HDPE at swamp outfall (include transition adaptors); STA 9+25 to 11+75, sht 2	250	LF		
6	<b><u>HDPE-encased HDPE directional bore</u></b> under S26-19 at Hughes Ln using 54-lf of 10.75" OD DR17 HDPE casing pipe and 60-lf of 6.625" IPS OD DR17 HDPE carrier pipe pulled through casing pipe all per standard detail ; STA 0+05 to 0+65, sht 4	60	LF		
7	8" MJ gate valve (w/ accessories)	5	EA		
8	6" MJ gate valve (w/ accessories)	1	EA		
9	3" MJ Mueller R.W. gate valve (w/ accessories)	1	EA		
10	8" MJ 45 degree bend (w/ accessories)	10	EA		
11	8" MJ sleeve w/ restraints	1	EA		
12	6" MJ sleeve w/ restraints	1	EA		
13	8" MJ tee w/ restraints	1	EA		
14	8"x 6" MJ tee w/ restraints	1	EA		
15	8" MJ tapped cap/plug w/ restraints (per detail #WS-14)	1	EA		
16	6"X 3" MJ reducer (w/ accessories)	1	EA		
17	8" bell restraint	19	EA		
18	3" bell restraint	4	EA		
19	Fire hydrant assembly with 8" X 6" hydrant tee, 6" Gate valve, hydrant lateral, bends, restraints, valve boxes and collars & all accessories complete in place	2	EA		
20	Fire hydrant assembly with 6" X 6" hydrant tee, 6" Gate valve, hydrant lateral, bends, restraints, valve boxes and collars & all accessories complete in place	1	EA		
21	2 1/2" post hydrant blowoff assembly; includes 2 1/2" post hydrant, piping, fittings and accessories per std. Detail. G.V. listed separately.	1	EA		
22	2 1/2" temporary blowoff assembly for flushing & testing per std detail (main GV listed as separate item)	1	EA		
23	1 1/2" permanent blowoff assembly for flushing & testing per std detail (main GV listed as separate item)	1	EA		

24	concrete marker (main valve, blowoff valve, etc.)	7	EA		
25	Install 1" single water service on water main side of road ( <b>SHORT</b> ); includes: tapping saddle, corporation stop, piping, meter box, gate valve with turf box, and fittings (3/4" meter to be supplied and set by GSWSA)	2	EA		
26	Install 1" single water service on side of road opposite water main ( <b>LONG</b> ); includes: tapping saddle, corporation stop, piping, meter box, gate valve with turf box, and fittings (1" meter to be supplied and set by GSWSA)	3	EA		
27	trench patch asphalt aprons per road agency requirements ( <i>20 aprons @ 60 SF/apron</i> )	1,200	SF		
28	completely overlay asphalt aprons over trench patch per road agency requirements ( <i>20 aprons @ 350 SF/apron</i> )	7,000	SF		
29	Restoration of road righty-of-way and property & erosion control including silt fencing, sediment tubes, grassing, and any other necessary bmp's	1	LS		
30	Disinfection, testing, startup, & final inspection	1	LS		

HWY 668 & HWY 19 WATER (#634-56) **TOTAL:**

**GSWSA PIPELINE CONTRACT 14**

**COST**

<b>HENRY RD WATER (#634-40)</b>	_____
<b>GRAHAMVILLE RD EXT 2 WATER (#634-55)</b>	_____
<b>GRAHAMVILLE RD HYDRAULIC IMPROVEMENT (#635-14)</b>	_____
<b>HWY 545 EXT 1 SEWER (#990-58)</b>	_____
<b>OLE MAPLE ST EXT 1 WATER (#634-60)</b>	_____
<b>ALLSBROOK RD EXT 1 WATER (#634-61)</b>	_____
<b>ALLSBROOK RD EXT 1 SEWER (#990-59)</b>	_____
<b>HWY 668 &amp; HWY 19 WATER (#634-56)</b>	_____
<b>TOTAL GSWSA PIPELINE CONTRACT 14: \$</b>	_____

Respectfully submitted,

_____ Contractor Name	_____ Address
_____ Signature	_____
_____ Title	_____
_____ License Number	_____ Date

Seal if bid is from a corporation

Attest: \_\_\_\_\_

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned \_\_\_\_\_, as principal, and \_\_\_\_\_

\_\_\_\_\_ as Surety, are hereby held and firmly bound unto GRAND STRAND WATER AND SEWER AUTHORITY as Owner in the penal sum of \_\_\_\_\_ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves; successor and assigns. Signed, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. The condition of the above obligation is such that whereas the Principal has submitted to \_\_\_\_\_ a certain Bid, attached hereto and hereby made a part thereof to enter into a contract in writing, for the

**GWSA PIPELINE CONTRACT 14**

NOW THEREFORE,

- a) If said Bid shall be rejected, or in the alternate.
- b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said Contract, and for the payment of all persons performing labor or 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 the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

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

\_\_\_\_\_  
SURETY  
BY: \_\_\_\_\_

**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.

**NOTICE OF AWARD**

**TO:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**PROJECT DESCRIPTION:**

**GSWSA PIPELINE CONTRACT 14**

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated \_\_\_\_\_, and Information for BIDDERS.

You are hereby notified that your BID has been accepted for items in the amount of \$ \_\_\_\_\_.

You are required by the Information of BIDDERS to execute the Agreement and furnish the required Contractor's Performance Bond and Payment Bond within ten calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said bonds within ten 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\_\_

Grand Strand Water and Sewer Authority  
OWNER

BY \_\_\_\_\_  
Joshua D. Roberts  
Title: Purchasing Manager

**ACCEPTANCE OF NOTICE:**

Receipt of the NOTICE OF AWARD is hereby acknowledged by:

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

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

TITLE: \_\_\_\_\_

## AGREEMENT

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, by and between GRAND STRAND WATER AND SEWER AUTHORITY, hereinafter called "Owner" and \_\_\_\_\_ doing business as (an individual), or (a partnership), or (a corporation), hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The Contractor will commence and complete the construction of:

### GSWSA PIPELINE CONTRACT 14

2. The Contractor will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the Project described herein.
3. The Contractor will commence the Work required by the Contract Documents within 10 calendar days after the date of the NOTICE TO PROCEED and will complete the same **120 calendar** days unless the period for completion is extended otherwise by the Contract Documents.
4. The Contractor agrees to perform all of the Work described in the Contract Documents for the sum of \$\_\_\_\_\_.
5. The term "Contract Documents" means and includes the following:
  - A. Advertisement of Bids
  - B. Information for Bidders
  - C. Non-Collusion Affidavit of Prime Bidder
  - D. Statement of License Certificate
  - E. Statement of Experience of the Bidder
  - F. Project Superintendence
  - G. List of Subcontractors
  - H. Bid
  - I. Special and General Contract Requirements
  - J. Schedule of Bid Items
  - K. Bid Bond
  - L. Notice of Award
  - M. Agreement
  - N. Contractor/Subcontractor Certification of Compliance with Storm Water Pollution Prevention Plan
  - O. Payment Bond
  - P. Performance Bond
  - Q. Notice to Proceed
  - R. Change Order
  - S. General Conditions
  - T. Special provisions



- U. Specifications prepared or issued by GRAND STRAND WATER AND SEWER AUTHORITY, Planning/Engineering Division, Conway, SC dated, July 2019.
  - V. Drawings prepared by GRAND STRAND WATER AND SEWER AUTHORITY, Engineering Design Department, PO Box 2368, Conway, SC.
  - W. Addenda:
    - No. \_\_\_\_\_, dated \_\_\_\_\_
    - No. \_\_\_\_\_, dated \_\_\_\_\_
    - No. \_\_\_\_\_, dated \_\_\_\_\_
6. The Owner will pay to the Contractor, in the manner and at such time as set forth in the General Conditions, such amounts as required by the Contract Documents.
7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in four copies each of which shall be deemed an original on the date first above written.

OWNER: GRAND STRAND WATER AND SEWER AUTHORITY

BY: \_\_\_\_\_

(SEAL) NAME: FRED R. RICHARDSON

TITLE: CHIEF EXECUTIVE OFFICER

ATTEST:

\_\_\_\_\_

NAME: Christy Everett

TITLE: Chief Operations Officer

CONTRACTOR: \_\_\_\_\_

BY: \_\_\_\_\_

(SEAL) NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

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

TITLE: \_\_\_\_\_



**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_

(Name of Contractor)

\_\_\_\_\_

(Address of Contractor)

a \_\_\_\_\_, hereinafter called Principal,  
(Corporation, Partnership or Individual)

and \_\_\_\_\_

(Name of Surety)

\_\_\_\_\_

(Address of Surety)

herein after called Surety, are held and firmly bound unto \_\_\_\_\_

**GRAND STRAND WATER AND SEWER AUTHORITY** (Name of Owner) P. O. Box 2368, Conway, SC 29528 (Address of Owner) hereinafter called OWNER, in the penal sum of \_\_\_\_\_ Dollars, \$(\_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_, a copy of which is hereto attached and made a part hereof for the construction of:

**GWSA PIPELINE CONTRACT 14**

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, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed there under or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive

notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the 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 \_\_\_\_\_(Number) counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_day of \_\_\_\_\_, 20\_\_.

ATTEST:

\_\_\_\_\_  
Principal

\_\_\_\_\_  
(Principal) Secretary

(SEAL) by \_\_\_\_\_ (s)

\_\_\_\_\_  
(Address)  
\_\_\_\_\_

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
Address  
\_\_\_\_\_

\_\_\_\_\_  
Surety

ATTEST:

By \_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

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.

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: That

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_, hereinafter called Principal,  
(Corporation, Partnership or Individual)

and \_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)  
hereinafter called Surety, are held and firmly bound unto \_\_\_\_\_

**GRAND STRAND WATER AND SEWER AUTHORITY** (Name of Owner) P. O. Box 2368, Conway, SC 29528-2368 (Address of Owner) hereinafter called OWNER, in the penal sum of \_\_\_\_\_ Dollars, \$(\_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_, a copy of which is hereto attached and made a part hereof for the construction of:

**GSWSA PIPELINE CONTRACT 14**

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 during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of 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, extension of time, alteration or addition of the terms of the contract or to the WORK to be performed there under or the specifications accompanying the same shall in any wise affect its obligations 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 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 \_\_\_\_\_ counterparts, each one of which shall be deemed an original, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ATTEST:

\_\_\_\_\_  
Principal

\_\_\_\_\_  
(Principal) Secretary

(SEAL)

by \_\_\_\_\_ (s)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Witness as to Principal)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
Surety

ATTEST:

By \_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_  
(Surety) Secretary

\_\_\_\_\_  
(Address)

(SEAL)

\_\_\_\_\_  
(Witness as to Surety)

\_\_\_\_\_  
(Address)

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

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.

**NOTICE TO PROCEED**

**TO:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**PROJECT:**

**GWSA PIPELINE CONTRACT 14**

You are hereby notified to commence WORK in accordance with the Agreement dated \_\_\_\_\_ on or before \_\_\_\_\_ and you are to complete the WORK within **120** consecutive calendar days thereafter. The date of completion of all WORK is therefore \_\_\_\_\_.

GRAND STRAND WATER AND SEWER AUTHORITY  
OWNER

BY: \_\_\_\_\_  
Christy Everett

TITLE: CHIEF OPERATIONS OFFICER

ACCEPTANCE OF NOTICE:

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by:

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

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_



**CHANGE ORDER**

Order No. \_\_\_\_\_

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

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

NAME OF PROJECT: **GSWA PIPELINE CONTRACT 14**

OWNER: **GRAND STRAND WATER & SEWER AUTHORITY**

CONTRACTOR:

The following changes are hereby made to the CONTRACT DOCUMENTS:

Justification:

Change to CONTRACT PRICE:     \$ \_\_\_\_\_

Original CONTRACT PRICE:     \$ \_\_\_\_\_

Current CONTRACT PRICE adjusted by previous CHANGE ORDER(S) \$ \_\_\_\_\_

The CONTRACT PRICE due to this CHANGE ORDER will be \$ \_\_\_\_\_

Change to CONTRACT TIME:

The CONTRACT TIME will be (increased)(decreased) by \_\_\_\_\_ calendar days.

The date for completion of all WORK will be \_\_\_\_\_ (Date).

**Approvals Required**

To be effective this Order must be approved by the Federal agency if it changes the scope or objective of the PROJECT, or if it will increase the budgeted amounts of Federal funds needed to complete the PROJECT, or as may otherwise be required by the SUPPLEMENTAL GENERAL CONDITIONS.

**Acceptance & Approvals**

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Engineer

\_\_\_\_\_  
Owner

\_\_\_\_\_  
State/Federal Agency (where applicable)

## GENERAL CONDITIONS

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

1. **DEFINITIONS:**  
Wherever used in the CONTRACT DOCUMENTS, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural:
- 1.1 **ADDENDA:**  
Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the CONTRACT DOCUMENTS, DRAWINGS AND SPECIFICATIONS, by additions, deletions, clarifications or corrections.
- 1.2 **BID:**  
The offer or proposal of the BIDDER submitted on the prescribed form setting forth the prices for the WORK to be performed.
- 1.3 **BIDDER:**  
Any person, firm or corporation submitting a BID for the WORK.
- 1.4 **BONDS:**  
Bid, Performance, and Payment Bonds and other instruments of security, furnished by the CONTRACTOR and his surety in accordance with the CONTRACT DOCUMENTS.
- 1.5 **CHANGE ORDER:**  
A written order to the CONTRACTOR authorizing an addition, deletion, or revision in the WORK within the general scope of the CONTRACT DOCUMENTS, or authorizing an adjustment in the CONTRACT PRICE or CONTRACT ITEM.
- 1.6 **CONTRACT DOCUMENTS:**  
The contract, including Advertisement for Bids, Information for Bidders, Bid, Bid Bond, Agreement, Payment Bond, Performance Bond, Notice of Award, Notice to Proceed, Change Order, General Conditions, Special Provisions, Drawings, Specifications, and Addenda.
- 1.7 **CONTRACT PRICE:**  
The total monies payable to the CONTRACTOR under the terms and conditions of the CONTRACT DOCUMENTS.
- 1.8 **CONTRACT TIME:**  
The number of calendar days stated in the CONTRACT DOCUMENTS for the completion of the WORK.
- 1.9 **CONTRACTOR:**  
The person, firm, or corporation with whom the OWNER has executed the Agreement.

- 1.10 **DRAWINGS:**  
The part of the CONTRACT DOCUMENTS which show the characteristics and scope of the WORK to be performed and which have been prepared or approved by the ENGINEER.
- 1.11 **ENGINEER:**  
The person, firm or corporation named as such in the CONTRACT DOCUMENTS.
- 1.12 **FIELD ORDER:**  
A written order affecting a change in the WORK not involving an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, issued by the ENGINEER to the CONTRACTOR during construction.
- 1.13 **NOTICE OF AWARD:**  
The WRITTEN NOTICE of the acceptance of the BID from the OWNER to the successful BIDDER.
- 1.14 **NOTICE TO PROCEED:**  
Written communication issued by the OWNER to the CONTRACTOR authorizing him to proceed with the WORK and establishing the date of commencement of the WORK.
- 1.15 **OWNER:**  
A public or quasi-public body or authority, corporation, association, partnership, or individual for whom the WORK is to be performed.
- 1.16 **POLLUTION PREVENTION PLAN:**  
The standardized document outlining Best Management practices to utilize in minimizing the effects of erosion of disturbed site and their effect on sensitive wetlands and waterways.
- 1.17 **PROJECT:**  
The undertaking to be performed as provided in the CONTRACT DOCUMENTS.
- 1.18 **RESIDENT PROJECT REPRESENTATIVE:**  
The authorized representative of the OWNER who is assigned to the PROJECT site or any part thereof.
- 1.19 **SHOP DRAWINGS:**  
ALL DRAWINGS, diagrams, illustration, brochures, schedules and other data which are prepared by the CONTRACTOR, a SUBCONTRACTOR, manufacturer, supplier, or distributor, which illustrate how specific portions of the WORK shall be fabricated or installed.

- 1.20 **SPECIFICATIONS:**  
A part of the CONTRACT DOCUMENTS consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.
- 1.21 **SUBCONTRACTOR:**  
An individual, firm or corporation having a direct contact with the CONTRACTOR or with any other SUBCONTRACTOR for the performance of a part of the WORK at the site.
- 1.22 **SUBSTANTIAL COMPLETION:**  
That date as certified by the ENGINEER when the construction of the project or a specified part thereof is sufficiently completed in accordance with the CONTRACT DOCUMENTS, so that the PROJECT or specified part can be utilized for the purposes for which it is intended.
- 1.23 **SUPPLEMENTAL GENERAL CONDITIONS:**  
Modifications to General Conditions required by a Federal Agency for participation in the PROJECT and approved by the agency in writing prior to inclusion in the CONTRACT DOCUMENTS.
- 1.24 **SUPPLIERS:**  
Any person, supplier or organization who supplies materials or equipment for the WORK, including that fabricated to a special design, but who does not perform labor at the site.
- 1.25 **WORK:**  
All labor necessary to produce the construction required by the CONTRACT DOCUMENTS, and all materials and equipment incorporated or to be incorporated in the PROJECT.
- 1.26 **WRITTEN NOTICE:**  
Any notice to any party of the Agreement relative to any part of this Agreement, in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at his last given address, or delivered in person to said party or his authorized representative on the WORK.
2. **ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS:**
- 2.1 The CONTRACTOR may be furnished additional instructions and detail DRAWINGS, by the ENGINEER as necessary to carry out the WORK required by the CONTRACT DOCUMENTS.
- 2.2 The additional DRAWINGS and instructions thus supplied will become a part of the CONTRACT DOCUMENTS. The CONTRACTOR shall carry out the

WORK in accordance with the additional detail DRAWINGS and instructions.

3. **SCHEDULES, REPORTS AND RECORDS:**

3.1 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.

3.2 Prior to the first partial payment estimate the CONTRACTOR shall submit schedules showing the order in which he proposed to carry on the WORK, including dates at which he will start the various parts of the WORK, estimated date of completion of each part, and as applicable:

3.2.1 The dates at which special detail DRAWINGS will be required; and

3.2.2 Respective dates for submission of SHOP DRAWINGS, the beginning of manufacture, the testing and the installation of materials, supplies and equipment.

3.3 The CONTRACTOR shall submit monthly progress reports at the end of each month.

3.4 The CONTRACTOR shall also submit a schedule of payments that he anticipates he will earn during the course of the WORK.

4. **DRAWINGS AND SPECIFICATIONS:**

4.1 The intent of the DRAWINGS and SPECIFICATIONS is that the CONTRACTOR shall furnish all labor, miscellaneous material as discussed in the Bid Schedule and General Conditions, tools, equipment, and transportation necessary for the proper execution of the WORK in accordance with the CONTRACT DOCUMENTS and all incidental WORK necessary to complete the PROJECT in an acceptable manner, ready for use, occupancy or operation by the OWNER.

4.2 In case of conflict between the DRAWINGS and SPECIFICATIONS, the SPECIFICATIONS shall govern. Figure dimensions on DRAWINGS shall govern over scale dimensions, and detailed DRAWINGS shall govern over general DRAWINGS.

4.3 Any discrepancies found between the DRAWINGS and SPECIFICATIONS, and site conditions or any inconsistencies or ambiguities in the DRAWINGS or SPECIFICATIONS shall be immediately reported to the ENGINEER, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. WORK done by the CONTRACTOR after his discovery of such discrepancies, inconsistencies, or ambiguities shall be done at the CONTRACTOR'S risk.

5. **SHOP DRAWINGS:**

- 5.1 The CONTRACTOR shall provide SHOP DRAWINGS as may be necessary for the prosecution of the work as required by the CONTRACT DOCUMENTS. The ENGINEER shall promptly review all SHOP DRAWINGS. The ENGINEER'S approval of any SHOP DRAWINGS shall not release the CONTRACTOR from responsibility for deviations from the CONTRACT DOCUMENTS. The approval of any SHOP DOCUMENTS which deviate substantially from the requirement of the CONTRACT DOCUMENTS shall be evidenced by a CHANGE ORDER.
- 5.2 When submitted for the ENGINEER'S review, SHOP DRAWINGS shall bear the CONTRACTOR'S certification that he has reviewed, checked and approved the SHOP DRAWINGS and that they are in conformance with the requirements of the CONTRACT DOCUMENTS.
- 5.3 Portions of the WORK requiring a SHOP DRAWING or sample submission shall not begin until the SHOP DRAWING or submission has been approved by the ENGINEER. A copy of each approved SHOP DRAWING and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the ENGINEER.

6. **MATERIALS, SERVICES AND FACILITIES:**

- 6.1 It is understood that, except as otherwise specifically stated in the CONTRACT DOCUMENTS, the CONTRACTOR shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the WORK within the specified time.
- 6.2 Materials and equipment shall be so stored as to ensure the preservation of their quality and fitness for the WORK. Stored materials and equipment to be incorporated in the WORK shall be located so as to facilitate prompt inspection.
- 6.3 Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.
- 6.4 Materials, supplies and equipment shall be in accordance with samples submitted by the CONTRACTOR and approved by the ENGINEER.
- 6.5 Materials, supplies or equipment to be incorporated into the WORK shall not be purchased by the CONTRACTOR or the SUBCONTRACTOR subject to a chattel mortgage or under a conditional sale contract or other agreement by which

an interest is retained by the seller.

7. **INSPECTION AND TESTING:**

- 7.1 All materials and equipment used in the construction of the PROJECT shall be subject to adequate inspection and testing in accordance with generally accepted standards.
- 7.2 The CONTRACTOR shall provide, at his expense, the necessary testing and inspection services required by the CONTRACT DOCUMENTS, unless otherwise provided.
- 7.3 The OWNER shall provide all other inspection and testing services not required by the CONTRACT DOCUMENTS.
- 7.4 If the CONTRACT DOCUMENTS, laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction required any WORK to specifically be inspected, tested, or approved by someone other than the CONTRACTOR, the CONTRACTOR will give the ENGINEER timely notice of readiness. The CONTRACTOR will then furnish the ENGINEER the required certificates of inspection, testing, or approval.
- 7.5 Neither observations by the ENGINEER nor inspections, tests or approval by persons other than the CONTRACTOR shall relieve the CONTRACTOR from his obligations to perform the WORK in accordance with the requirements of the CONTRACT DOCUMENTS.
- 7.6 The ENGINEER and his representatives will at all times have access to the WORK. In addition, authorized representatives and agents of any participating federal or state agency shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. The CONTRACTOR will provide proper facilities for such access and observation of the work and also for any inspection or testing thereof.
- 7.7 If any work is covered contrary to the written request of the ENGINEER it must, if requested by the ENGINEER, be uncovered for his observations and replaced at the CONTRACTOR'S request.
- 7.8 If any work has been covered which the ENGINEER has not specifically requested to observe prior to its being covered, or if the ENGINEER considers it necessary or advisable that covered work be inspected or tested by others, the CONTRACTOR at the ENGINEER'S request, will uncover, expose or otherwise make available for observation, inspection or testing as the ENGINEER may require, that portion of the work in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such work is defective, the CONTRACTOR will bear all expenses of such uncovering, exposure,



observation, inspection and testing and of satisfactory reconstruction. If, however, such work is not found to be defective, the CONTRACTOR will be allowed and increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction and an appropriate CHANGE ORDER shall be issued.

8. **SUBSTITUTIONS:**

8.1 Whenever a material, article or piece of equipment is identified on the DRAWINGS or SPECIFICATIONS by reference to brand name or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The CONTRACTOR may recommend the substitution of a material, article or piece of equipment of equal substance and function to that specified, the ENGINEER may approve its substitution and use by the CONTRACTOR. Any cost differential shall be deductible from the CONTRACT PRICE and the CONTRACT DOCUMENTS shall be appropriately modified by CHANGE ORDER. The CONTRACTOR warrants that if substitutes are approved, no major changes in the function or general design of the PROJECT will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the CONTRACTOR without a change in the CONTRACT PRICE or CONTRACT TIME.

9. **PATENTS:**

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

10. **SURVEYS, PERMITS, REGULATIONS:**

10.1 The OWNER shall furnish all land surveys and establish all base lines for locating the principal component parts of the WORK together with a suitable number of bench marks adjacent to the WORK as shown in the CONTRACT DOCUMENTS. From the information provided by the OWNER, unless otherwise specified in the CONTRACT DOCUMENTS, the CONTRACTOR shall develop and make all detail surveys needed for construction such as slope stakes, batter boards, stakes for pile locations and other working points, lines, elevations and cut sheets.

10.2 The CONTRACTOR shall carefully preserve bench marks, reference points and stakes and, in case of willful or careless destruction, he shall be responsible for any mistakes that may be caused by the unnecessary loss of disturbance.

10.3 Permits and licenses of a temporary nature for the prosecution of the WORK shall be secured and paid for by the CONTRACTOR. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the OWNER, unless otherwise specified. If the CONTRACTOR observes that the CONTRACT DOCUMENTS are at variance with such permits, licenses or easements, he shall promptly notify the ENGINEER in writing, and any necessary changes shall be adjusted as provided in Section 13, CHANGES IN THE WORK.

11. **PROTECTION OF WORK, PROPERTY AND PERSONS:**

11.1 The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the WORK. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the WORK and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation or replacement in the course of construction.

11.2 The CONTRACTOR will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. He will erect and maintain, as required by the conditions and progress of the work, all necessary safeguards for safety and protection. He will notify owners of adjacent utilities when prosecution of the work may affect them. The CONTRACTOR will remedy all damage, injury or loss caused to any property.

11.3 In emergencies affecting the safety of person or the work or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the ENGINEER or OWNER, shall act to prevent threatened damage, injury or loss. He will give the ENGINEER prompt WRITTEN NOTICE of any significant changes in the work or deviations from the CONTRACT DOCUMENTS caused thereby, and a CHANGE ORDER shall thereupon be issued covering the changes and deviations involved.

12. **SUPERVISION OF CONTRACTOR:**

12.1 The CONTRACTOR will supervise and direct the work. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The CONTRACTOR will employ and maintain on the WORK a

qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR as the CONTRACTOR'S representative at the site. The Supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the Supervisor shall be as binding as if given to the CONTRACTOR. The Supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the work.

13. **CHANGES IN THE WORK:**

13.1 The OWNER may at any time, as the need arises, order changes within the scope of the work without invalidating the Agreement. If such changes increase or decrease the amount due under the CONTRACT DOCUMENTS, or in the time required for performance of the work, and equitable adjustable shall be authorized by CHANGE ORDER.

13.2 The ENGINEER also may, at any time, by issuing a field order, make changes in the details of the work. The CONTRACTOR shall proceed with the performance of any changes in the work so ordered by the ENGINEER unless the CONTRACTOR believes that such field order entitles him to a change in CONTRACT PRICE or time, or both, in which event he shall give the ENGINEER WRITTEN NOTICE thereof within fifteen (15) days after the receipt of the ordered change, and the CONTRACTOR shall not execute such changes pending the receipt of an executed CHANGE ORDER or further instruction from the OWNER.

14. **CHANGES IN CONTRACT PRICE:**

14.1 The CONTRACT PRICE may be changed only by a CHANGE ORDER. The value of any work covered by a CHANGE ORDER or of any claim for increase or decrease in the CONTRACT PRICE shall be determined by one or more of the following methods in the order of precedence listed below:

- (a) Unit prices previously approved
- (b) An agreed lump sum
- (c) The actual cost for labor, direct overhead, materials, supplies, equipment and other services necessary to complete the work. In addition, there shall be added an amount to be agreed upon but not to exceed fifteen (15) percent of the actual cost of the work to cover the cost of general overhead and profit.

15. **TIME FOR COMPLETION AND LIQUIDATED DAMAGES:**

15.1 The date of beginning and the time for completion of the WORK are essential conditions of the CONTRACT DOCUMENTS and the work embraced shall be commenced on a date specified in the NOTICE TO PROCEED.

15.2 The CONTRACTOR will proceed with the work at such rate of progress to

ensure full completion within the CONTRACT TIME. It is expressly understood and agreed, by and between the CONTRACTOR and the OWNER, that the CONTRACT TIME for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.

15.3 If the CONTRACTOR shall fail to complete the work within the CONTRACT TIME, or extension of time granted by the OWNER, then the CONTRACTOR will pay the OWNER the amount for liquidated damages as specified in the Bid for each calendar day that the CONTRACTOR shall be in default after the time stipulated in the CONTRACT DOCUMENTS.

15.4 The CONTRACTOR shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to the following, and the CONTRACTOR has promptly given WRITTEN NOTICE of such delay to the OWNER or ENGINEER:

15.4.1 To any preference, priority or allocation order duly issued by the OWNER.

15.4.2 To unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including but not restricted to, Acts of God, or of the public enemy, Acts of the OWNER, Acts of another CONTRACTOR in the performance of a CONTRACT with the OWNER, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather; and

15.4.3 To any delays of SUBCONTRACTORS occasioned by any of the causes specified in paragraphs 15.4.1 and 15.4.2 of this article.

16. **CORRECTION OF WORK:**

16.1 The CONTRACTOR shall promptly remove from the premises all work rejected by the ENGINEER for failure to comply with the CONTRACT DOCUMENTS, whether incorporated in the construction or not, and the CONTRACTOR shall promptly replace and re-execute the work in accordance with the CONTRACT DOCUMENTS and without expense to the OWNER and shall bear the expense of making good all work of other CONTRACTORS destroyed or damaged by such removal or replacement.

16.2 All removal and replacement work shall be done at the CONTRACTOR'S expense. If the CONTRACTOR does not take action to remove such rejected work within ten (10) days after receipt of WRITTEN NOTICE, the OWNER may remove such work and store the materials at the expense of the CONTRACTOR.

17. **SUBSURFACE CONDITIONS:**

17.1 The CONTRACTOR shall promptly, and before such conditions are disturbed, except in the event of an emergency, notify the OWNER by WRITTEN NOTICE OF:

17.1.1 Subsurface or latent physical conditions at the site differing materially from those indicated in the CONTRACT DOCUMENTS: or

17.1.2 Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the CONTRACT DOCUMENTS.

17.2 The OWNER shall promptly investigate the conditions, and if he finds that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the work, and equitable adjustment hereunder shall be made and the CONTRACT DOCUMENTS shall be modified by a CHANGE ORDER. Any claim of the CONTRACTOR for adjustment hereunder shall not be allowed unless he has given the required WRITTEN NOTICE provided that the OWNER may, if he determines the facts so justify, consider and adjust any such claims asserted before the date of final payment.

18. **SUSPENSION OF WORK, TERMINATION AND DELAY:**

18.1 The OWNER may, at any time and without cause, suspend the work or any portion thereof for a period of not more than ninety days or such further time as agreed upon by the CONTRACTOR, by WRITTEN NOTICE to the CONTRACTOR and the ENGINEER which notice shall fix the date on which work will be resumed. The CONTRACTOR will resume that work on the date so fixed. The CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to any suspension.

18.2 If the CONTRACTOR is adjudged bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to SUBCONTRACTORS or for labor, materials or equipment or if he disregards laws, ordinances, rules, regulations, or orders of any public body having jurisdiction of the work or if he disregards the authority of the ENGINEER, or if he otherwise violates any provision of the CONTRACT DOCUMENTS, then the OWNER may, without prejudice to any other right or remedy and after giving the

CONTRACTOR and his surety a minimum of ten (10) days from delivery of a WRITTEN NOTICE, terminate the services of the CONTRACTOR and take possession of the PROJECT and of all materials, equipment, tools, construction equipment and machinery thereon owned by the CONTRACTOR, and finish the work by whatever method he may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the CONTRACT PRICE exceeds the direct and indirect costs of completing the PROJECT, including compensation for additional professional service, such excess shall be paid to the CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR will pay the difference to the OWNER. Such costs incurred by the OWNER will be determined by the ENGINEER and be incorporated in a CHANGE ORDER.

- 18.3 Where the CONTRACTOR'S services have been so terminated by the OWNER, said termination shall not affect any right of the OWNER against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of monies by the OWNER due the CONTRACTOR will not release the CONTRACTOR from compliance with the CONTRACT DOCUMENTS.
- 18.4 After ten (10) days from delivery of a WRITTEN NOTICE to the CONTRACTOR and the ENGINEER, the OWNER may, without cause and without prejudice to any other right of remedy, elect to abandon the PROJECT and terminate the CONTRACT. In such case, the CONTRACTOR shall be paid for all work executed and any expense sustained plus reasonable profit.
- 18.5 If, through no act or fault of the CONTRACTOR, the WORK is suspended for a period of more than ninety (90) days by the OWNER or under an order of court or other public authority, or the ENGINEER fails to act on any request for payment within thirty (30) days after it is submitted, or the OWNER fails to pay the CONTRACTOR substantially the sum approved by the ENGINEER or awarded by arbitrators within thirty (30) days of its approval and presentation, then the CONTRACTOR may, after ten (10) days from delivery of a WRITTEN NOTICE to the OWNER and the ENGINEER, terminate the CONTRACT and recover from the OWNER payment for all work executed and all expenses sustained. In addition and in lieu of terminating the CONTRACT, if the ENGINEER has failed to act on a request for payment or if the OWNER has failed to make any payment as aforesaid, the CONTRACTOR may upon ten (10) days notice to the OWNER and the ENGINEER, stop the work until he has been paid all amounts then due in which even and upon resumption of the work, CHANGE ORDERS shall be issued for adjusting the CONTRACT PRICE or extending the CONTRACT TIME or both to compensate for the costs and delay attributable to the stoppage of work.
- 18.6 If the performance of all or any portion of the work is suspended, delayed, or interrupted as a result of a failure of the OWNER or ENGINEER to act within the time specified in the CONTRACT DOCUMENTS, or if no time is specified,

within a reasonable time, an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, shall be made by CHANGE ORDER to compensate the CONTRACTOR for the costs and delays necessarily caused by the failure of the OWNER or ENGINEER.

19. **PAYMENTS TO CONTRACTOR:**

- 19.1 At least ten (10) days before each monthly progress record falls due (but not more often than once a month), the CONTRACTOR will submit to the ENGINEER a partial payment estimate filled out and signed by the CONTRACTOR covering the WORK performed during the period covered by the partial payment estimate and supported by such data as the ENGINEER may reasonable require. (Refer to APPLICATION AND CERTIFICATE FOR PAYMENT in CONTRACT DOCUMENTS for approved forms.) If payment is requested on the basis of materials and equipment not incorporated in the work but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the OWNER, as will establish the OWNER'S title to the material and equipment and protect his interest therein, including applicable insurance. The ENGINEER will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the OWNER, or return the partial payment estimate to the CONTRACTOR indicating in writing his reasons for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. The OWNER will, within ten days of presentation to him of an approved partial payment estimate, pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate. The OWNER shall retain ten (10) percent of the amount of each payment until final completion and acceptance of all work covered by the CONTRACT DOCUMENTS. The OWNER at any time, however, after fifty (50) percent of the work has been completed, if he finds that satisfactory progress is being made, may reduce retainage to five (5) percent on the current and remaining estimates. On completion and acceptance of a part of the work on which the price is stated separately in the CONTRACT DOCUMENTS, payment may be made in full, including retained percentages, less authorized deductions.
- 19.2 The request for payment may also include an allowance for the cost of such major materials and equipment which are suitably stored either at or near the site.
- 19.3 All work covered by partial payment made shall thereupon become the sole property of the OWNER, but this provision shall not be constructed as relieving the CONTRACTOR of the sole responsibility for the care and protection of the 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 terms of the CONTRACT DOCUMENTS.

- 19.4 Upon completion and acceptance of the work, the ENGINEER shall issue a certificate attached to the final payment request that the work has been accepted by him under the conditions of the CONTRACT DOCUMENTS. The entire balance found to be due the CONTRACTOR, including the retained percentages, but except such sums as may be lawfully retained by the OWNER, shall be paid to the CONTRACTOR within thirty (30) days of completion and acceptance of the work.
- 19.5 The CONTRACTOR will indemnify and save the OWNER or the OWNER'S agents harmless from all claims growing out of the lawful demands of SUBCONTRACTORS, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, tools and all supplies, incurred in the furtherance of the performance of the work. The CONTRACTOR shall, at the OWNER'S request, furnish, satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the CONTRACTOR fails to do so, the OWNER may, after having notified the CONTRACTOR, either pay unpaid bills or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the CONTRACTOR shall be resumed, in accordance with the terms of the CONTRACT DOCUMENTS, but in no event shall the provisions of this sentence be construed to impose any obligations upon the OWNER to either the CONTRACTOR, his Surety, or any third party.
- 19.6 If the OWNER fails to make payment 30 days after approval by the ENGINEER, in addition to other remedies available to the CONTRACTOR, there shall be added to each such payment interest at the maximum legal rate commencing on the first day after said payment is due and continuing until the payment is received by the CONTRACTOR.

20. **ACCEPTANCE OF FINAL PAYMENT AS RELEASE:**

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

21. **INSURANCE:**

- 21.1 The CONTRACTOR must purchase and maintain such insurance as will protect the CONTRACTOR against loss or other claims that may arise out of, or result



from, the execution of this contract, whether the execution is by the CONTRACTOR or anyone acting on the Provider's behalf. **The CONTRACTOR must provide a certificate of insurance to the Authority's Purchasing Manager along with the official bid forms. The certificate must indicate appropriate general liability, workmen's compensation, and auto liability coverage, of at least \$500,000 coverage per policy, per occurrence.**

22. **CONTRACT SECURITY:**

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

23. **ASSIGNMENTS:**

23.1 Neither the CONTRACTOR nor the OWNER shall sell, transfer, assign or otherwise dispose of the CONTRACT or any portion thereof, or of this right, title or interest therein or his obligations thereunder, without written consent of the other party.

24. **INDEMNIFICATION:**

24.1 The CONTRACTOR will indemnify and hold harmless the OWNER and the ENGINEER and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom;

and is caused in whole or in part by any negligent or willful act or omission of the CONTRACTOR, and SUBCONTRACTOR, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

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

25. **SEPARATE CONTRACTS:**

- 25.1 The OWNER reserves the right to let other contracts in connection with this PROJECT. The CONTRACTOR shall afford other CONTRACTORS reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate his work with theirs. If the proper execution or results of any part of the CONTRACTOR'S work depends upon the work of any other CONTRACTOR, the CONTRACTOR shall inspect and promptly report to the ENGINEER any defects in such work that render it unsuitable for such proper execution and results.
- 25.2 The OWNER may perform additional work related to the PROJECT by himself, or he may let other contracts containing provisions similar to these. The CONTRACTOR will afford the other CONTRACTORS who are parties to such Contracts (or the OWNER, if he is performing the additional work himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of work and shall properly connect and coordinate his work with theirs.
- 25.3 If the performance of additional work by other CONTRACTORS or the OWNER is not noted in the CONTRACT DOCUMENTS prior to the execution of the CONTRACT, WRITTEN NOTICE thereof shall be given to the CONTRACTORS prior to starting any such additional work. If the CONTRACTOR believes that the performance of such additional work by the OWNER or others involves him in additional expense or entitles him to an extension of the CONTRACT TIME, he may make a claim therefore as provided in Sections 14 and 15.

26. **SUBCONTRACTING:**

- 26.1 The CONTRACTOR may utilize the services of specialty SUBCONTRACTORS on those parts of the work which, under normal contracting practices, are performed by specialty SUBCONTRACTORS.
- 26.2 The CONTRACTOR shall not award work to SUBCONTRACTOR(S) without prior written approval of the OWNER. The OWNER reserves the right to reject any or all SUBCONTRACTORS.
- 26.3 The CONTRACTOR shall be fully responsible to the OWNER for the acts and omissions of his SUBCONTRACTORS, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
- 26.4 The CONTRACTOR shall cause appropriate provisions to be inserted in all SUBCONTRACTS relative to the work to bind SUBCONTRACTORS to the CONTRACTOR by the terms of the CONTRACT DOCUMENTS insofar as applicable to the work of SUBCONTRACTORS and to give the CONTRACTOR the same power as regards terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provision of the CONTRACT DOCUMENTS.
- 26.5 Nothing contained in this CONTRACT shall create any contractual relation between any SUBCONTRACTOR and the OWNER.

27. **ENGINEER'S AUTHORITY:**

- 27.1 The ENGINEER shall act as the OWNER'S representative during the construction period. He shall decide questions which may arise as to quality and acceptability of materials furnished and work performed. He shall interpret the intent of the CONTRACT DOCUMENTS in a fair and unbiased manner. The ENGINEER will make visits to the site and determine if the work is proceeding in accordance with CONTRACT DOCUMENTS.
- 27.2 The CONTRACTOR will be held strictly to the intent of the CONTRACT DOCUMENTS in regard to the quality of materials, workmanship and execution of the work. Inspections may be made at the factory or fabrication plant of the source of material supply.
- 27.3 The ENGINEER will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.
- 27.4 The ENGINEER shall promptly make decisions relative to interpretation of the CONTRACT DOCUMENTS.

28. **LAND AND RIGHTS-OF-WAY:**

- 28.1 Grand Strand Water and Sewer Authority has obtained certain limited easements within Santee Cooper rights-of-way, County roads and railroad crossings.
- 28.2 Prior to issuance of NOTICE TO PROCEED, the OWNER will provide maps and descriptions of rights-of-way necessary for carrying out and for the completion of the work to be performed pursuant to the CONTRACT DOCUMENTS, unless otherwise mutually agreed.
- 28.3 The OWNER shall provide to the CONTRACTOR information which delineates and describes the lands owned and rights-of-way acquired.
- 28.4 The CONTRACTOR shall provide at his own expense and without liability to the OWNER any additional land and access thereto that the CONTRACTORS may desire for temporary construction facilities, or for storage of materials.

29. **GUARANTY:**

- 29.1 The CONTRACTOR shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of SUBSTANTIAL COMPLETION. The CONTRACTOR warrants and guarantees for a period of one year from the date of SUBSTANTIAL COMPLETION of the system that the completed system is free from all defects due to faulty materials or workmanship and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The OWNER will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the OWNER may do so and charge the CONTRACTOR the cost thereby incurred. The Performance Bond shall remain in full force and effect through the guarantee period.

30. **TAXES:**

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