AIKEN COUNTY GOVERNMENT

Aiken County
Sales Tax III Resurfacing
Phase One

Prepared by:
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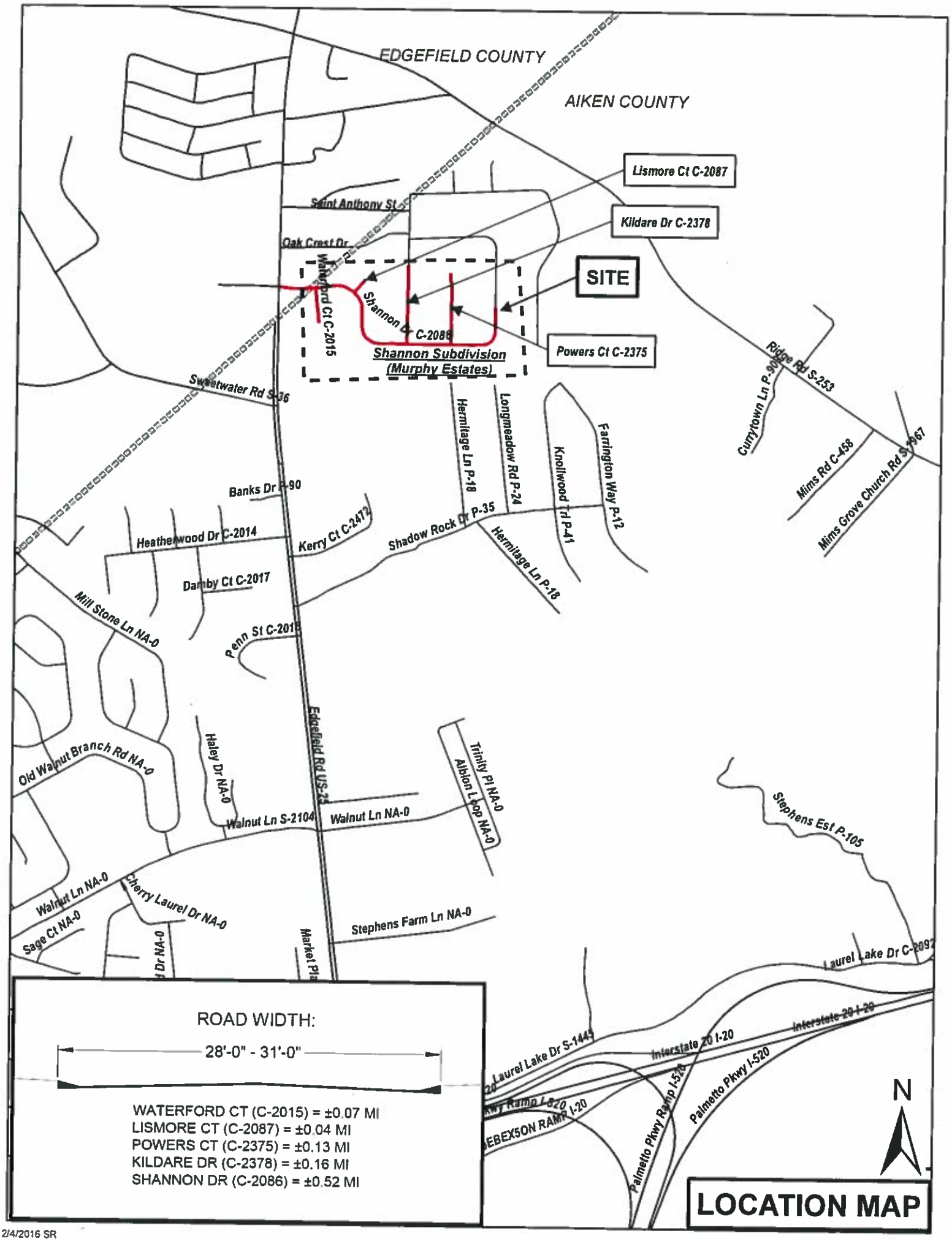
EDGEFIELD COUNTY
AIKEN COUNTY
Lismore Ct C-2087
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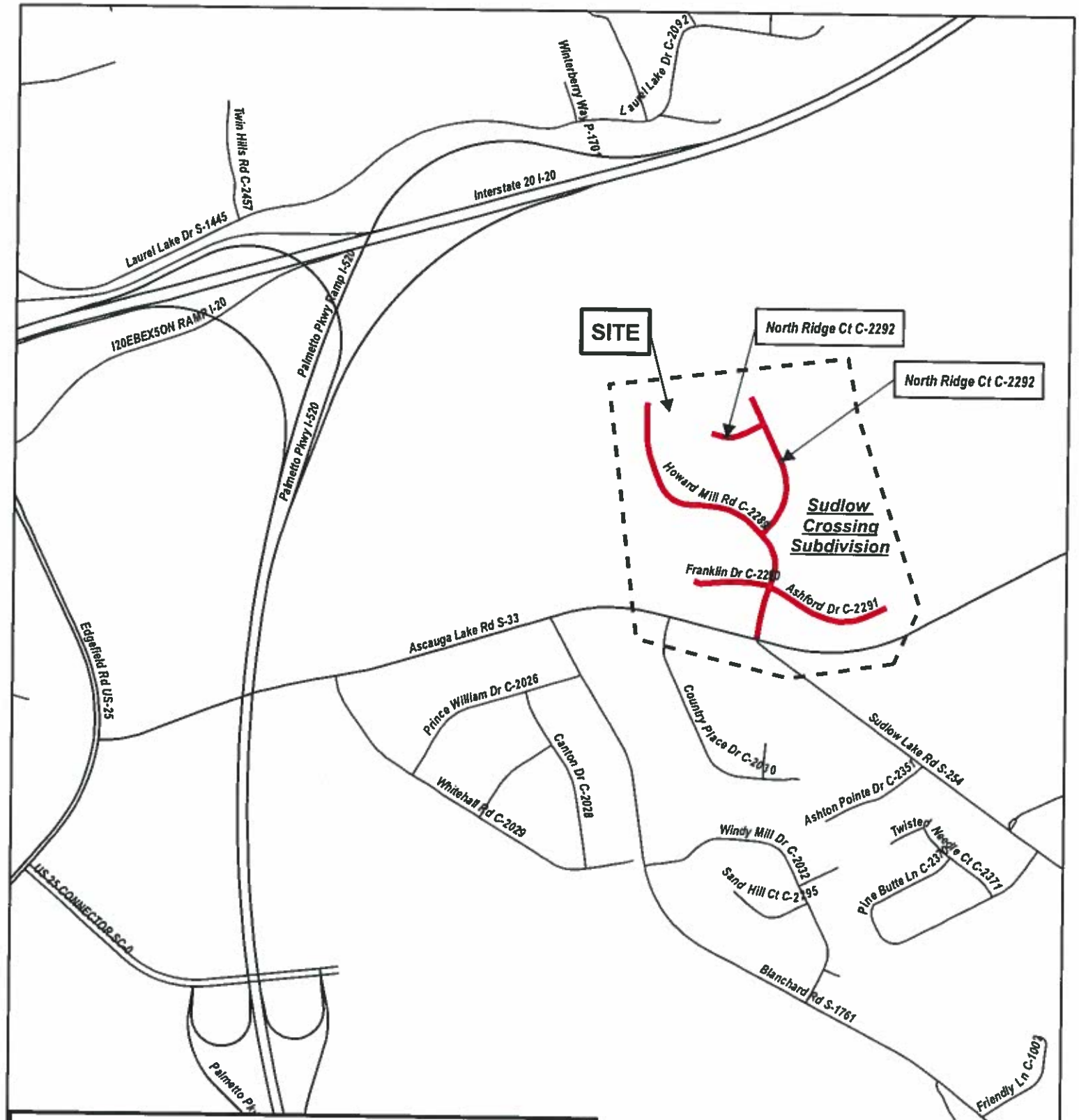
Kerry Ct C-2472
Shadow Rock Dr P-35
Hermitage Ln P-18
Damby Ct C-2017
Mill Stone Ln NA-0
Penn St C-2018
Edgefield Rd US-25
Haley Dr NA-0
Old Walnut Branch Rd NA-0
Trinity Pl NA-0
Albion Loop NA-0
Walnut Ln S-2104
Walnut Ln NA-0
Stephens Est P-105
Walnut Ln NA-0
Cherry Laurel Dr NA-0
Sage Ct NA-0
Stephens Farm Ln NA-0
Market Pla
Laurel Lake Dr C-2097
Laurel Lake Dr S-1445
Interstate 20 I-20
Interstate 20 I-20
Palmetto Pkwy I-520
Palmetto Pkwy Ramp I-520
EBEX5ON RAMP I-20
N
ROAD WIDTH:
28'-0" - 31'-0"
WATERFORD CT (C-2015) = ±0.07 MI
LISMORE CT (C-2087) = ±0.04 MI
POWERS CT (C-2375) = ±0.13 MI
KILDARE DR (C-2378) = ±0.16 MI
SHANNON DR (C-2086) = ±0.52 MI
LOCATION MAP

2/4/2016 SR



ROAD WIDTH:

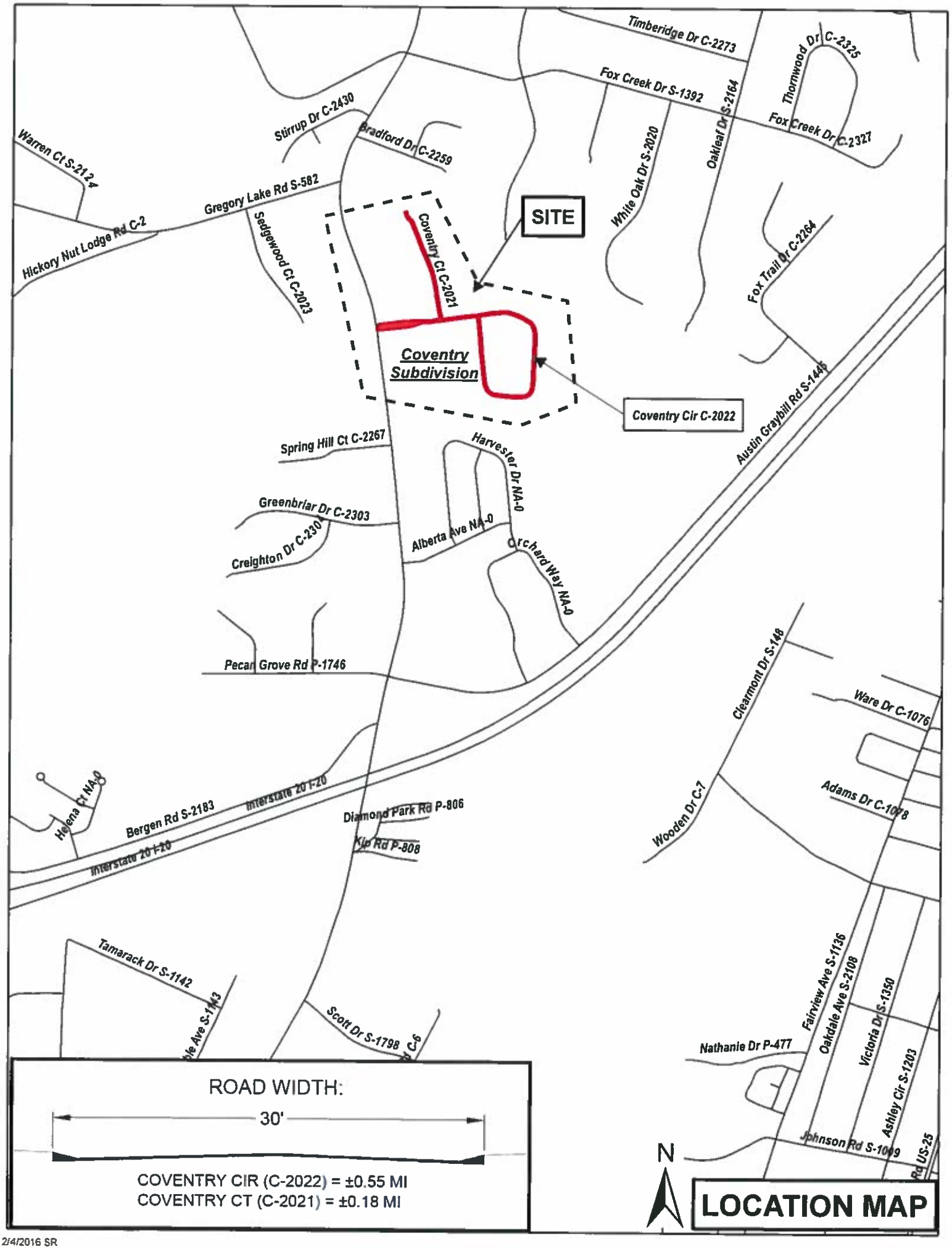
32'

HOWARD MILL RD (C-2289) = ±0.47 MI
NORTH RIDGE RD (C-2293) = ±0.23 MI
FRANKLIN DR (C-2290) = ±0.11 MI
ASHFORD CT (C-2291) = ±0.20 MI
NORTH RIDGE CT (C-2292) = ±0.08 MI

NOTE: Use Asphalt Overlay Fabric Mat

LOCATION MAP

2/4/2016 SR


Timberidge Dr C-2273
Thornwood Dr C-2325
Fox Creek Dr S-1392
Oakleaf Dr S-2164
Fox Creek Dr C-2327
Stirrup Dr C-2430
Bradford Dr C-2259
Warren Ct S-2124
Gregory Lake Rd S-582
White Oak Dr S-2020
SITE
Hickory Nut Lodge Rd C-2
Sedgewood Ct C-2023
Coventry Ct C-2021
Fox Trail Dr C-2264
Coventry Subdivision
Coventry Cir C-2022
Austin Graybill Rd S-1445
Spring Hill Ct C-2267
Harvester Dr NA-0
Greenbriar Dr C-2303
Alberta Ave NA-0
Creighton Dr C-2304
Orchard Way NA-0
Pecan Grove Rd P-1746
Clearmont Dr S-148
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Helena Ct NA-0
Bergen Rd S-2183
Interstate 20 I-20
Diamond Park Rd P-806
Kip Rd P-808
Wooden Dr C-7
Adams Dr C-1078
Tamarack Dr S-1142
Scott Dr S-1798
Fairview Ave S-1136
Oakdale Ave S-2108
Victoria Dr S-1350
Nathanie Dr P-477
Ashley Cir S-1203
Johnson Rd S-1009
US-25
N
ROAD WIDTH:
30'
COVENTRY CIR (C-2022) = ±0.55 MI
COVENTRY CT (C-2021) = ±0.18 MI
LOCATION MAP

2/4/2016 SR

Aiken County Government
Sales Tax III Resurfacing Phase One

Invitation to Bid

Project Description: Aiken County Government is requesting Sealed Bids to resurface approximately 2.74 miles of 12 existing roads within Aiken County as shown on the attached location maps. This work shall consist of clipping grass, cleaning the asphalt surface course, applying asphalt overlay lay fabric as directed, applying tack coat, placing 150 lbs/sy SC Type C asphalt on the existing roadway and placing 125 lbs/sy asphalt on the existing paved drives to the right-of-way lines. The Bids must be submitted as stated on the attached Aiken County Sealed Bid Document. Any questions concerning the bid should be directed to procurement@aikencountysc.gov.

Plans, Specifications, and Contract Documents: Plans, Specifications, and Contract Documents may be obtained from the Aiken County Procurement Department (1930 University Parkway, Aiken, SC. 29801, phone (803) 642-1535). There will be a non-refundable $25.00 charge for the Bid Documents.

Special Conditions

Conditions of Work: The Contractor must have informed himself fully of the conditions relating to the construction of this project and the employment of labor thereon, to have inspected the site, and to have read and become familiar with all the bid documents, contract documents, and plans/sketches. Failure or omission to do so will not relieve a successful bidder of his obligation to furnish all material, equipment, and labor necessary to carry out the provisions of his contract. Insofar as possible, the Contractor in carrying out his work must employ such methods and/or means as will not cause any interruption of or interference with the work of other contractors.

Restrictions: Contractor will need to work within the easements and right-of-way. Coordination shall be through the County Engineer's Office.

Safety Devices: Contractor shall provide all needed barricades and signs for safety and remove trash and debris from the work area daily.

Damage to Property: Contractor shall be responsible for and immediately take action to repair or replace any damage adjacent to existing owner property for any reason.

Utilities: Any needed utilities shall be at the expense of the Contractor.

References: References shall be provided upon request to confirm that the successful bidder is capable of performing and completing this project in a timely manner under specified conditions.

Warranty Period: The warranty period for this project is ***one (1)*** year on labor and materials against defects and workmanship. This warranty period shall commence upon owner's final approval of the entire work.

Aiken County Government
Sales Tax III Resurfacing Phase One

Licenses & Permits: The Contractor is to obtain any licenses or permits required to perform this work at no additional expense to the Owner.

Insurance: Proof of Liability Insurance and Workmen's Compensation Insurance must be provided prior to commencing work.

Sketches: Sketches are provided for the purpose of bidding and not necessarily for detailed construction. All materials to be used are to be approved by the County Engineer prior to installation. In the case of an inconsistency between the sketches and specifications or within either document, the better quality or greater quantity of work shall be provided in accordance with the interpretation of the County Engineer.

Time of Completion: The time of completion is ***one hundred and twenty (120)*** calendar days, and availability of all items must be confirmed prior to commencing work. Liquidated damages are **five hundred ($500.00) dollars** per calendar day. Written requests for additional time caused by unforeseen delays will be considered only if submitted in writing within ten (10) calendar days of event causing the delay. The work must commence on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within the consecutive days thereafter, excluding major holidays.

Waiver of Lien: At the completion of the project, a Waiver of Lien (Form provided by the County Engineer) shall be submitted to the County Engineer with the final Pay Request.

Security for Faithful Performance: A Performance Bond of 100% of Bid and a Payment Bond for 100% of Bid shall be required. The Owner shall retain and hold ten (10) per cent from each pay request until all work has been completed and approved by the County Engineer and a Waiver of Lien submitted stating that all vendors have been paid for materials, labor, and supplies. See Bid Security and Bonds in the Instructions to Bidders Section.

OWNER
Aiken County Government
1930 University Parkway
Aiken, SC 29801
Telephone: (803) 642-1535
Facsimile: (803) 642-3684

Instructions to Bidders

1. **Intention:** It is intended that the Instructions to Bidders, Special Conditions, General Conditions, Detail Construction Specifications and Drawings shall cover the complete work to which they relate.

2. **Definitions:** Where the following words or pronouns used in their stead occur herein, they shall have the following meaning:

   "Owner" shall mean AIKEN COUNTY, SOUTH CAROLINA, party of first part to the following agreement, or its authorized and legal representatives.

   "Engineer" shall mean THE COUNTY ENGINEER FOR AIKEN COUNTY, S.C.

   "Contractor" shall mean the party of the second part to the following agreement, or the legal authorized representatives of such party.

3. **Scope of Work:** The work to be done consists of furnishing all materials and equipment and performing all labor necessary for completion of the work as set forth in the Bid, as shown on the Drawings, and as specified.

4. **Materials and Work by Owner:** The Owner will furnish and perform no labor for construction of the work under this contract except what is noted in the Special Conditions under "Work By County Forces."

5. **Contractor's License and Taxes:** Bidders must satisfy the requirements of all applicable South Carolina statutes, regulations and ordinances pertaining to bidders, contractors, licenses, permits, fees and taxes, including but not limited to Sections 40-11-10, et seg, Code of Laws of South Carolina, 1976, as amended. ***The General Contractor's License number must be shown in the space provided in the Bid.***

6. **Site Examination:** The Bidder is expected and directed to examine the location of the work and to inform himself fully as to the structural and mechanical conditions; the conformation of the ground; the soil conditions; the character, quality and quantity of the materials to be encountered; the character of equipment and facilities needed preliminary to and during the prosecution of the work; the general and local conditions; and all other matters which can in any way affect the work to be done.

7. **Sub-Surface Conditions:** A sub-surface investigation has not been made on any portion of the work, and the Owner and Engineer make no representation or express any opinion on such conditions. Excavation for the project is unclassified for rock. The contractor shall include in his bid all cost of excavation and removal and replacement of unsuitable materials. The contractor shall make his own analysis of the materials to be encountered, and include prices for removal and replacement of these materials in his unit prices for construction unless allowances for removal and replacement are provided in the Bid. It is expected that quantities may be significantly less or greater than shown in the Bid since Bid quantities are established without any knowledge of the underground conditions, and it would be unusual for the quantities to be close to those actually encountered. The prospective bidder must form his own opinion of the character of the sub-surface materials to be encountered in excavating

for construction of the various facilities and completing the work, and include all costs and charges therefore in his bid.

8. **Bids:** All Bids must be made upon the Bid forms hereto annexed and shall be for materials and work shown on the Drawings and/or specified. Bid prices must be stated for each item for which a Bid is made. Documents are to be enclosed in a sealed envelope, addressed to:

AIKEN COUNTY GOVERNMENT
ATTN: PROCUREMENT DEPARTMENT
1930 UNIVERSITY PARKWAY, SUITE 3205
AIKEN, SOUTH CAROLINA 29801

If forwarded by mail or courier, the sealed envelope containing the Bid shall be enclosed in another envelope or courier container also addressed as specified.

(a) **Unit Price Items:** The itemized quantities given in the Bid for unit price work shall be considered by the Contractor as the quantities required to complete the work. When the actual quantities required in the construction of the work are greater than or less than the quantities shown in the items, the amount equal to the difference in quantities at the unit prices bid for amount shall be paid.

(b) **Lump Sum Prices:** Where itemized prices are not given in the Bid, the Contractor shall consider the lump sum prices bid for the work shown on the Drawings and/or specified to be sufficient for completion of his Contract.

(c) **Total Amount Bid:** The correct total amount bid is defined as the correct sum total of the amount bid for the items in the Bid. The correct amount bid for each unit price item is defined as the product of the quantity listed in the Bid for the item, multiplied by the unit price bid.

9. **Extra Work Items in the Bid:** The Bid may contain certain unit price items entitled "Extra Work, If Ordered by the Engineer". In each such item, the estimated quantity is based on the average amount of extra work encountered in a typical job. The stated quantities are not guaranteed, but are included in the Bid in order to determine, in advance of construction, the actual low Bidder. No work included in such items will be authorized for payment without advance authorization of the work by the Engineer.

10. **Bid Security and Bonds:** A Bid Bond shall be required in an amount equal to not less than five per cent (5%) of the amount of the bid to guarantee that the successful bidder will,

within ten (10) days from the date of the notice of awarded Contract, enter into a contract with the Owner, and execute to the Owner a Performance Bond and Payment Bond, the contract and bonds to be in the form set forth in this book. If, for any reason whatever, the Bidder withdraws from the competition after the bids have been opened, or refuses to execute the required contract and bonds, if his bid is accepted, the Owner may retain the amount of the certified check, or proceed against the bid bond. The surety on the Bid Bond and Performance and Payment Bonds shall be a surety company authorized to do business in the State where the project is located. Attorneys-in-fact certified, proper and effectively dated copy of their power of attorney. Performance and Payment Bonds shall be countersigned by an agent residing in the State, County, or City of the Owner, if required. Bonds and the surety thereon shall be subject to approval by the Attorney for the Owner.

11. **Bids Opened in Public:** Bidders are invited to be present at the opening of Bids, which will be in public.

12. **Right to Reject Bids:** The Owner reserves the right to reject any or all bids and to waive informalities. No bids will be received after the time set for opening Bids. Any Bidder may change or withdraw his bid, either personally or by telegraphic or written request, at any time prior to the scheduled closing time for receipt of bids, but no bid shall be changed or withdrawn by telegraph or mail received after the time set for opening Bids.

13. **Determination of Low Bid:** The contract will be awarded, if it is awarded, to the responsible and responsive Bidder or Bidders submitting the lowest bid. The Owner, in its sole discretion, will decide which is the lowest responsible and responsive Bidder. In determining a responsible Bidder, the following elements, among other things, may be considered: whether the Bidder involved (a) maintains a permanent place of business; (b) has adequate plant equipment to do the work properly and expeditiously; (c) has a suitable financial status to meet obligations incident to the work; and (d) has appropriate technical experience on projects of similar scope and types of work and experienced, qualified personnel. In determining a responsive Bidder, the following elements will be considered: (a) the completeness and regularity of the Bid Form; (b) Bid Form without excisions or special conditions, and, (c) a Bid Form having no alternative bids for any items unless requested in the technical specifications.

    (a) The Bidder, if requested by the County Engineer, shall list prices of at least two manufacturers of each item of major equipment if listed on the Bid Form. Use lowest price for base bid. If the "make" of any item listed in the base bid column does not meet specifications, the next lowest priced "make" listed for that item which does meet specifications will be used in determining the lowest bid price. If all of the listed "makes" of the item fail to meet specifications, as determined above, the Bidder will be so notified and he may, within 48 hours of such notification, submit a make or makes of equipment which will meet the specification for the base price originally listed in the Bid. Otherwise, the Bid will be rejected on the grounds that it is non-responsive.

(b) The Owner has the right to apply any or all "Deductions or Additions", if any, listed in the Bid by the Engineer, for the purpose of making an award.

14. **Return of Bid Security:** Subject to the provisions of paragraph 10, the Owner will, within ten (10) days following the Bid opening date, return the certified check of all Bidders, except the certified checks posted by the three lowest Bidders; upon final award and execution of the Contract, the remaining certified checks will be promptly returned. Bid Bonds will not be returned unless requested.

15. **Interpretation of Drawings and Specifications:** If any person contemplating submitting a bid for the project is in doubt as to the true meaning of any part of the Drawings, Specifications, or other Contract Document, or as to the scope of any part of the work, he shall submit to the Engineer a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery in ample time for an interpretation to be issued before bid opening date. Interpretations of the documents will be made only by Addendum, and a copy of that Addendum will be mailed or delivered to each person receiving a set of the documents. The Owner and Engineer will not be responsible for other interpretations of the documents.

16. **Complete Work Required:** The Specifications, the Drawings and all supplemental documents are essential parts of the Contract, and requirements occurring in one are as binding as though occurring in all. They are intended to be complementary and to describe and provide for the complete work. In case of omissions from the Specifications as to items of equipment and materials or quantities therefore, the Drawings shall govern. In case of discrepancy in the Drawings, figured dimensions shall govern. It shall be the responsibility of the Bidder to call to the attention of the Engineer those omissions having a magnitude, which would affect the strength, adequacy, function, completeness and cost of any part of the work in ample time for amendment by Addendum prior to the Bid opening date.

17. **Drawings:** The character and location of the work, together with the essential details, are shown upon the Drawings.

18. **Working Drawings:** Working drawings shall consist of those detail drawings which may be required for prosecution of the work, but which are not included in the Contract Drawings. Six copies of all necessary working drawings shall be submitted by the Contractor to the Engineer unless additional copies are included in the submittal. Working drawings shall include shop details of manufactured equipment, products to be used, and all other drawings as may be required by the Specifications, and as may be necessary for the successful completion of the work. Review and approval by the County Engineer must be obtained before work involving working drawings may be performed.

    (a) **Check by Contractor:** The Contractor shall check all working drawings for accuracy of dimensions and details, and for conformance with Contract Drawings and Specifications before submitting working drawings to the Engineer for review. The

Contractor shall indicate that working drawings have been checked by affixing an appropriate stamp or notation on the face of the working drawings. Deviations from the Plans and Specifications shall be clearly and specifically called to the Engineer's attention in a written statement accompanying the drawings.

(b) **Responsibility for Accuracy:** Review by the Engineer of the Contractor's working drawings shall not relieve the Contractor of responsibility for accuracy of dimensions and details. The Contractor shall be responsible for agreement and conformity of working drawings with the Contract Drawings and Specifications.

(c) **Payment:** The contract price shall include the cost of furnishings all working drawings, and the Contractor shall be allowed no extra compensation for furnishing those drawings.

19. **Cooperation of Contractor:** The Contractor will be supplied with five (5) copies of the Drawings and Specifications. The Contractor shall have available on the work, at all times, one (1) copy of the Drawings and Specifications. He shall give the work the constant attention necessary to facilitate the progress thereof, and shall cooperate with the Engineer and other contractors in every way possible.

20. **Construction Stakes:** Subsidiary lines and grades shall be laid out by the Contractor from the controlling lines and bench marks established by the Engineer, or from measurements shown. All lines and grades shall be subject to checking by the Engineer, but that checking shall in no way relieve the Contractor from responsibility for their labor and assistance as the Engineer may require in laying-out work, establishing bench marks, and checking and measuring the work.

21. **Authority and Duties of Inspector:** Inspectors shall be authorized to inspect all work done and all materials furnished, including preparation, fabrication, and manufacture of the materials to be used. The inspector shall not be authorized to alter or waive requirements of the Drawings and Specifications. He shall call the attention of the Contractor to failure of the work and/or materials to conform to the Drawings and Specifications. He may reject materials or suspend work until questions at issue can be referred to, and be decided by the Engineer. The presence of the inspector shall in no way lessen the responsibility of the Contractor.

22. **Inspection:** The Contractor shall furnish the Engineer with every reasonable facility for ascertaining whether or not the work performed and materials used are in accordance with the requirements and intent of the Specifications and Drawings. No work shall be done or materials used without suitable supervision or inspection by the Engineer of his representative. Failure to reject defective work and materials shall neither, in any way, prevent later rejection when those defects are discovered, or obligate the Owner to any final acceptance.

23. **Rejection of Work and Materials:** All materials furnished and work done when not in accordance with the Specifications and Drawings will be rejected, shall be immediately removed, and other work shall be done and materials furnished in accordance therewith. If the Contractor fails to remove the work and materials within forty-eight (48) hours after having been ordered to do so, then the Owner shall have the right and authority to

stop the Contractor and his work at once until the Contractor removes the work and materials.

24. **Defective Materials and Work:** The inspection of the work shall not relieve the Contractor of any of his obligations to fulfill the Contract. Defective work shall be made good by the Contractor, notwithstanding that such work and materials have been previously inspected by the Engineer and accepted or estimated for payment. Failure by the Engineer to condemn or reject improper materials and workmanship shall be considered neither as a waiver of defects, which may be discovered late, nor as preventing the Owner at any time subsequently from recovering damages for work actually defective. All work shall be guaranteed against defects in workmanship and materials for a minimum period of one year from date of Owner acceptance.

25. **Corrections:** Should any portion of the Drawings and specifications be obscure or in dispute, they shall be referred to the Engineer, and he shall decide as to the true meaning and intent. He shall also have the right to correct errors and omissions at any time when those corrections are necessary for the proper fulfillment of the Drawings and Specifications.

26. **Disagreement:** Should any disagreement or difference arise as to the estimate, quantities, or classifications, or as the meaning of the Drawings and/or Specifications, on any point concerning the character, acceptability, and nature of the several kinds of work and materials and construction thereof, the decisions of the Engineer shall be final, conclusive, and binding upon all parties to the Contract.

27. **Weather:** During unseasonable weather, all work must stop when the Engineer so directs, and all work must be suitably protected.

28. **Land and Rights-of-Way:** The Owner will furnish all land and rights-of-way necessary for the carrying out of this contract and the completion of the work herein contemplated, and will use due diligence in acquiring said land and rights-of-way as speedily as possible. It is possible that all lands and rights-of-way may not be obtained as herein contemplated before construction begins, in which event the Contractor shall begin his work upon such land and rights-of-way as the Owner may have previously acquired. The Owner will provide no right-of-way over other property. The Contractor shall take every precaution to inconvenience as little as possible the owners or tenants of adjacent property. Public Highways shall not be obstructed. Expense shall be borne by the Contractor to repair or pay for any damage or injury to either private or public property during progress of the work.

29. **Competent Labor:** The Contractor shall employ only competent and skilled personnel on the work. The Contractor shall at all times have a Superintendent, satisfactory to the Engineer, capable of acting as the Contractor's agent of the work, and who shall receive instructions from the Engineer or his authorized representative. The Superintendent shall have full authority to execute the orders and directions of the Engineer without delay, and

to promptly supply these materials, tools, plant equipment, and labor as may be required. The Contractor shall, upon demand by the Engineer, immediately remove that Superintendent, Foreman, and Workmen whom the Engineer may consider to be incompetent or undesirable, or both.

30. **Laws, Regulations, and Permits:** The Contractor shall comply with all applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the work specified herein. Permits and licenses necessary for construction of the work shall be secured and paid for by the Contractor.

31. **Sales Tax:** Bidders shall include in the Bid an allowance for payment of State Sales Tax on all taxable materials specified to be furnished by the Contractor and incorporated into the work under this Contract.

32. **Sanitary Facilities:** Necessary sanitary facilities for the use of personnel on the work shall be erected and maintained by the Contractor in such manner and at such points as shall be approved by the Engineer. Facilities shall be maintained in sanitary conditions and in strict accordance with the applicable regulations. No unsanitary act shall be committed outside sanitary facilities.

33. **Storage Facilities:** Should the Contractor so desire, he may build storage facilities for housing tools, machinery and supplies, but those facilities will be permitted only at places approved by the Engineer, and their surroundings shall be maintained at all times in a sanitary and satisfactory manner. On or before completion of the work, those facilities shall be removed at the expense of the Contractor.

34. **Water, Sewer, and Electric Power Supply:** The Contractor shall make his own arrangements for water, sewer, and electric power supply for his construction operations.

35. **Access Roads:** Streets, roads and drives used by the Contractor for access to and from the job site shall be protected from damage in excess of that caused by the normal traffic of vehicles used for, or in connection with, construction work. Project-related damages shall be repaired immediately, and the area shall be left in good condition at the end of the construction period.

36. **Order of Work:** The prosecution, order and sequence of the work shall be as provided herein, or as approved by the Engineer, but that approval shall in no way affect the responsibility of the Contractor.

37. **Protective Works:** The Contractor shall furnish and install all necessary temporary signage for the protection of the work, including lights at night, barricades, and warning signs.

38. **Safety Regulations:** The performance of work under this Contract shall comply with safety regulations prescribed by the Owner, those of the National Occupational Safety and Health Act of 2011, and the requirements of the State where project is located. Each Bidder shall examine and satisfy himself as to the character and extent of these regulations.

39. **Allowable Time for Completion:** The time allowed for completion of all work as stated in the Bid and Construction Agreement shall be as specified in consecutive calendar days after notifications by written order from the Engineer to proceed with the work. Such notifications will be issued upon completion of execution of the contract documents.

40. **Liquidated Damages:** The Contractor shall pay to the Owner as liquidated damages the sum of five hundred dollars ($500.00) for each calendar day that the Contractor shall be in default of completing the work within the time limit stated within the Bid.

END INSTRUCTION TO BIDDERS

GENERAL CONDITIONS

1. **Contract Security:** The Contractor must furnish two Security Bonds (forms attached) each in an amount at least equal to one hundred percent (100%) of the contract price, one as a security for the faithful performance of this Contract and one for the payment of all persons performing labor and furnishing materials in connection with this Contract. The Surety on each Bond must be a surety company satisfactory to the Owner, duly authorized to do business in the State of South Carolina. The Bonds must be countersigned by an agent who is a resident of the State, County or City of the Owner, if required. The person executing the Bond on behalf of the surety must file with the Bond a general power of attorney unlimited as to amount and type Bond covered by such power of attorney, and certified to by an official of said surety.

2. **Contractor's and Subcontractor's Insurance:** The Contractor must not commence work under this Contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All certification of insurance and policies must contain the following clause: "The insurance covered by this Certificate will not be canceled or materially altered unless at least thirty (30) days prior written notice has been given to the Owner".

(a) **Compensation Insurance:** The Contractor must procure and must maintain during the life of this Contract, including the entire period of the Contractor's Warranty, Workmen's Compensation Insurance for all of the employees engaged, or to be engaged, in work on the project under this Contract; and in any case any such work is sublet, the Contractor must require the subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees engaged, or to be engaged, in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance. In case any class of employees engaged in hazardous work on the project under this Contract is not protected under the Workmen's Compensation Insurance Statute, the Contractor must provide Workmen's Compensation coverage for and hold harmless the Owner for the protection of such of his employees not otherwise protected.

(b) **Public Liability, Property Damage, and Automobile Liability Insurance:** The Contractor must take out, and maintain during the life of this Contract, including the entire period of the Contractor's Warranty, Comprehensive General Liability Insurance, including products and completed operations, XC and U coverage; the ISO Broadform General Liability endorsement to its equivalent thereof; Automobile Liability Insurance; and such other insurance as the Owner may direct and must protect him and any subcontractor performing work covered by this contract from claims for damage for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this Contract, whether such operations be by the insured or by anyone directly or indirectly employed by them. The Owner must be listed as an additional Insured on all such policies and certificates of insurance. The amount of such insurance must be as follows:

(1) **Bodily Injury Insurance** in an amount of not less than $500,000 for bodily injury, including accidental death to any one person, and subject to the same limit for each person, in an amount not less than $1,000,000 on account of one accident.

(2) **Property Damage Insurance** in an amount not less than $500,000 for any one damage claim, and in an aggregate amount up to $1,000,000 during a period of twelve (12) months.

(3) **Automobile Liability Insurance:**

a. For bodily injury, including accidental death to any one person in an amount not less than $500,000 and subject to the same limit for each person, in an amount not less than $1,000,000 on account of one accident.

b. For property damage in an amount not less than $500,000 for any one damage claim and in an aggregate amount up to $1,000,000 during a period of twelve (12) months.

c. **Owner's Protective Liability Insurance**: The Contractor must provide a policy issued in the name of the Owner for liability and property damage in the same amounts as required for the Contractor.

d. **Umbrella Policy:** Umbrella coverage must be obtained if required, to provide for an increase in basic policy coverage to an amount not less than $1,000,000.

e. **Builder's Risk or Installation Floater Insurance (Fire and Extended Coverage):** The Contractor must insure all work against loss or damage by fire and against loss or damage covered by the standard extended coverage insurance, and the amount of the insurance at all times must be at least equal to the amount paid on account of work and materials. The policies must be in the names of the Owner and the Contractor as their interests may appear.

f. **Proof of Coverage of Insurance:** The Contractor must furnish the Owner with certificates showing satisfactory proof of carriage of the insurance required before commencing work on this contract. Certificates of insurance for subcontractors are not required to be submitted to the Owner.

g. **Scope of Insurance:** The insurance required under sub-contractors (b), (c) and (d) hereof must provide protection for the Contractor and his subcontractors respectively, as well as the Owner, against damage claims which may arise in any way from operations under this Contract, whether such operations be by the insured or by anyone directly or indirectly employed by him.

h. Nothing contained in this contract or any document forming a part hereof or attached thereto, shall be construed to, change or increase the limitations on the liability of the Owner set forth in the South Carolina Tort Claim Act.

3. **Accident Prevention:** Precaution must be exercised at all times by the Contractor for the protection of all persons, including employees and property. Hazardous conditions must be guarded against or eliminated.

The Contractor shall be responsible for all injuries or damages to persons or property, and shall defend, indemnify, save and hold harmless the Owner, its officers, employees and agents, from all damages, attorneys' fees and costs by reason of injury to person or property resulting from performance of the work or in guarding the same, or from any improper materials, implements, or appliances used in its construction, or on account of any act or omission of the Contractor and sub-contractor, their agents or employees. The whole or as much of the monies due under, and by virtue, of this Contract as may be considered necessary by the Owner shall or may be retained by the Owner until all suits or claims for damages shall have been settled, and evidence to that effect furnished to the satisfaction of the Owner.

(a) In emergencies affecting the safety of persons, the work or property at the site or adjacent thereto, the Contractor without special instruction or authorization from the Engineer or Owner, must act to prevent threatened damage, injury or loss. The Contractor must make prompt written notice to the Engineer and Owner of any changes in the work or deviations from the Contract Documents caused thereby.

(b) Safety and health facilities and procedures must be in accordance with the requirements of the National Occupation Safety and Health Act of 1970, (OSHA), and subsequent amendments. The Contractor must comply with the Department of Labor's Safety and Health Regulations for construction promulgated under the National Occupational Safety and Health Act of 1970 (P.L. 91-596), and under Section 107 of the Contract Work Hours and Safety Standard Act (P.L. 91-54), and subsequent amendments. The Contractor must comply with OSHA Hazard Communication Standard, Title 29 Code of Federal Regulations 1910.1200, by compiling a master hazardous chemical list (including locations), expanding MSDS's, ensuring that containers are labeled, and providing employee training.

4. **Laws of the Place:** The Contractor must conduct the construction as defined in the Bid in accordance with the applicable national, state, county, and municipal laws, ordinances and regulations. The Contractor must keep himself fully informed of those laws, ordinances, and regulations which would, in any way, affect those engaged and employed in the project, the materials used in the project, and the conduct of the project; and informed of all orders and decrees of bodies and tribunals having jurisdiction and authority over the project. If discrepancies, or inconsistencies, or both, should be discovered in the Construction Agreement, Drawings, or Construction Specifications, or combination thereof, in relations to laws, ordinances, regulations, orders and decrees, the Contractor must forthwith report the fact, in writing, to the Owner. The Contractor must protect and indemnify the Owner, his officers, agents and employees, against claims and all liabilities arising from, or based on, the violation of those laws, ordinances, regulations, orders, and decrees, whether by the Contractor or by his employees or agents.

5. **Payment of Contractor:**

(a) Not later than 30 days after pay requests are promptly and properly submitted, the Owner will make a partial payment to the Contractor on the basis of a duly certified and approved estimate of the work performed during the preceding performance of this

Contract. The Owner will retain ten percent (10%) of the amount of each estimate until such time that all work has been completed and approved by the County Engineer and a Waiver of Lien submitted stating that all vendors have been paid for materials, labor and supplies.

(b) In preparing estimates, the material not subject to deterioration delivered on the site and preparatory work done will be taken into consideration for inclusion on the partial payment request. The amount of eligible on-site material included in the partial payment shall be reduced by ten percent (10%) of the amount of the material cost as shown on the submitted material invoice.

(c) All material and work covered by partial payments made shall thereupon become the sole property of the Owner, but this provision must not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the Owner to require the fulfillment of all of the terms of the Contract.

(d) **Owner's Right to Withhold Certain Amounts and Make Application Thereof:** The Contractor agrees that he will indemnify and save the Owner harmless from all claims growing out of the demands of subcontractors, laborers, workers, mechanics, material men, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies including commissary, used in the furtherance of the performance of this contract. The Contractor must furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged, or waived. If the Contractor fails so to do, then the Owner may, after having served written notice on the said Contractor, either pay unpaid bills, of which the Owner has written notice, directly, or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such claims until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payment to the Contractor shall be resumed, in accordance with the terms of this Contract; but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor or his Surety. In paying any unpaid bills of the Contractor, the Owner shall be deemed the agent of the Contractor, and the Owner shall not be liable to the Contractor for any such payments made in good faith.

6. **Payment by Contractor:** The Contractor shall pay

(a) For all transportation and utility services no later than 20 days following that month in which services are rendered;

(b) For all materials, tools, and other expandable equipment not less than ninety percent (90%) of the cost thereof, no later than 20 days following that month in which such materials, tools, and equipment are delivered at the site of the project; and

(c) To each of his subcontractors, no later than the 5th day following each payment to the Contractor, the respective amounts allowed the Contractor on account of the work performed by his subcontractors to the extent of such subcontractors' interest therein.

7. **Subcontracting:**

(a) The Contractor may utilize the services of specialty sub-contractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.

(b) The Contractor must not subcontract the complete work, or any major portion thereof, and must not award any work to any subcontractor without prior written approval by the Owner, which approval will not be given until the Contractor submits to the Owner, a written statement concerning the proposed award to the subcontractor, which statement must contain such information as the Owner may require.

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

(d) The Contractor must cause appropriate provisions to be inserted in all subcontracts relative to the work to bind sub-contractors to the Contractor by the terms of the General Conditions and other 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 provisions of the Contract Documents.

(e) The Contractor must indemnify and save the Owner and 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 supplied, incurred in the furtherance of the performance of the work.

(f) Nothing contained in this Contract shall create any contractual relationship between any subcontractor and the Owner.

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

9. **Time for Completion and Liquidated Damages:**

(a) It is hereby understood, and mutually agreed, by and between the Contractor and the Owner, that the date of beginning, rate of progress, and the time for completion of the work to be done hereunder are ESSENTIAL CONDITIONS of this contract; and it is further mutually understood and agreed that the work embraced in this Contract shall be commenced on a date to be specified in the "Notice to Proceed" and completed within the time period specified herein above. The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will

assure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for completion of the work described herein is a reasonable time for the completion of same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

(b) IF THE SAID CONTRACTOR SHALL NEGLECT, FAIL OR REFUSE TO COMPLETE THE WORK WITHIN THE TIME HEREIN SPECIFIED, then the Contractor does hereby agree, as a part consideration for the awarding of this Contract, to pay to the Owner the amount specified in the Contract not as a penalty, but as liquidated damages for such breach of Contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the Contract for completing work. The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages which the Owner would in such event sustain, and said amount is agreed to be the amount of damages which the Owner would sustain.

(c) It is further agreed that time is of the essence of each and every portion of this Contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where an additional time is allowed under the contract for the completion of any work, the new time limit fixed by such extension shall be of the essence of this Contract.

(d) The Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:

i. To any preference, priority, or allocation order duly issued by the government.

ii. To unforeseeable cause 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, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather.

iii. To any delays of subcontractors occasioned by any of the causes specified in subsections (a) and (b) of this article.

Provided that within seventy-two (72) hours from the beginning of such delay, the Contractor must notify the Owner in writing of the causes of the delay. The Owner, shall then ascertain the facts and the extent of the delay and notify the Contractor within a reasonable time of its decision in the matter.

10. <u>Construction Schedule and Periodic Estimates:</u>

(a) Immediately after execution and delivery of the Contract, and before the first partial payment is made, the Contractor must deliver to the Owner an estimated construction progress schedule in a form satisfactory to the Owner, showing

i. The proposed dates of commencement and completion of each of the various subdivisions of work required under the Contract Documents and

ii. The anticipated amount of each monthly payment that will become due to the Contractor in accordance with the progress schedule.

(b) The Contractor must also furnish on forms acceptable to the Owner:

i. A detailed estimate giving a complete breakdown of the Contract price and

ii. Periodic itemized estimates of work done for the purpose of making partial payments thereon.

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

11. Responsibility of Contractor: If, through acts of neglect on the part of the Contractor, any other Contractor, or any subcontractor shall suffer loss or damage on the work, the Contractor agrees to settle with such other contractor or subcontractor by agreement or arbitration if such other contractor or subcontractor will so settle. If such other contractor or subcontractor shall assert any claim against the Owner on account of any damage alleged to have been sustained, the Owner shall notify the Contractor, who must defend and indemnify and save and hold harmless the Owner against any such claim.

12. Extras: Without invalidating the Contract, the Owner may order extra work or make changes by altering, adding to or deducting from the work, the Contract sum being adjusted accordingly, and the consent of the Surety being first obtained where necessary or desirable. All work of the kind bid upon shall be paid for at the price stipulated in the Bid, and no claims for any extra work or materials shall be allowed unless the work is ordered in writing by the Owner or the Engineer, acting officially for the Owner, and the price is stated in such order.

13. Changes in Work:

(a) Should the Contractor encounter, or the Owner discover, during the progress of the work, subsurface or latent conditions at the site materially differing from those shown on the Drawings or indicated in the Specifications, or unknown conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Drawings and Specifications, the attention of the Owner shall be called immediately to such conditions before they are disturbed. The Owner must thereupon promptly investigate the conditions, and if it finds that they do so materially differ, the Contract shall be modified, with the written approval by the Owner, to provide for any increase or decrease of costs or difference in time resulting from such conditions. No changes in work shall be made without prior written approval by the Owner.

(b) The Contractor must proceed with the performance of any changes in the work so ordered in the field by the Engineer and/or Owner unless the Contractor believes said change entitles him to a change in Contract price and/or time, in which event the Contractor must give the Engineer written notice thereof within seven days after receipt of the field order and must not execute the field change pending the execution of a change order unless the change is for accident prevention as cited herein.

(c) The Contractor must furnish to the Owner, when required, an itemized breakdown of the quantities and prices used in computing the value of any change that might be ordered. In figuring these changes, instructions for measurement of quantities set forth in the Specifications must be followed.

(d) Charges or credits for the work covered by the approved change shall be determined by the Owner using one or more or a combination of the following methods:

i. Unit bid prices stipulated in the Bid or as subsequently approved, which unit prices shall include allowances for overhead and profit.

ii. An agreed lump sum.

iii. The actual cost, by keeping a correct account including all vouchers, for:

1. Labor, including foremen;
2. Materials entering permanently into the work;
3. Ownership or rental cost of power tools and construction equipment actually used;
4. Power and consumable supplies for operation of power equipment actually used;
5. Prorate charges for insurance covering public liability, Workmen's Compensation, Old Age and Unemployment, and also Social Security.

To the costs in (c) above shall be added a negotiated fixed fee for overhead and profit, not to exceed fifteen percent (15%) of the above items, except that actual cost only will be allowed for Social Security and Unemployment Insurance. Among the items considered as overhead are costs for insurance other than above, bonds, superintendence, timekeeping, clerical work, watchman, use of small tools, general office expense and miscellaneous. The allowance for combined overhead and profit thus calculated shall be the only such allowance included in the total cost of the work performed by the Contractor or his subcontractor. If the work was performed by sub-contract, the Contractor may add a negotiated fixed fee for overhead and profit not to exceed five percent (5%) of the subcontract cost.

If the Owner determines that the Contractor, pursuant to his obligations under paragraph 6 and 7 of the Instruction to Bidders and Special Provisions, should have discovered the conditions prior to the awarding of the bid for the project, it may require the Contractor to complete the project for the contract price and the condition shall be deemed to be materially different as provided herein.

14. <u>Claims for Extra Cost</u>: No claim for extra work or cost shall be allowed, unless the same was done pursuant to a written order by the Engineer, as aforesaid, and the claim presented with the first estimate after the changed or extra work is done. When work is performed under the terms of subsection 13(c) of these General Conditions, the Contractor must furnish satisfactory bills, payrolls and vouchers covering all items of cost and when requested by the Owner, give the Owner access to accounts relating thereto.

15. Materials, Services and Facilities:

(a) It is understood that, except as otherwise specifically stated in the Contract Documents, the Contractor must provide and pay for all materials, labor, tools, equipment, water, lights, power, transportation, superintendence, temporary construction of every nature, and all other services and facilities of every nature whatsoever necessary to execute, complete, and deliver the work within the specified time.

(b) Materials and equipment must be stored in a manner to insure the preservation of their quality and fitness for the work.

(c) Any work necessary to be performed after regular working hours, on Sundays or legal holidays, shall be performed without additional expense to the Owner.

16. Patents:

(a) The contractor shall defend, indemnify, hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including attorney's fees cost and expense, for or on account of any patented or unpatented inventions, process, article, or appliance manufactured or used in the performance of the Contract, including its use by the Owner, unless otherwise specifically stipulated in the Contract Documents.

(b) If the Contractor uses any design, device or materials covered by letter, patents or copyrights, he must provide for such use by suitable agreement with the Owner of such patented or copyrighted design, device or material. It is mutually agreed and understood that, without exception, the Contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or his sureties shall defend, indemnify and save and hold harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copyrighted design, device or material or any trademark or copy-right in the connection with work performed under this Contract, and shall indemnify the Owner for any attorneys' fees, cost, expense or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

17. Inspection and Testing of Material: Unless otherwise specifically provided for in the Specifications, the inspection and testing of material and finished articles to be incorporated in the work at the site shall be made by bureaus, laboratories or agencies arranged for by the Contractor and as approved by the Engineer. The Contractor shall furnish all such extra quantities of materials and items as may be required for testing, and shall deliver same to the laboratory. The cost of furnishing and delivering samples to the laboratory shall be paid for by the Contractor.

Where the Detailed Specifications call for certified copies or mill or shop tests to establish conformance of certain materials with the Specifications, it shall be the responsibility of the Contractor to assure the delivery of such certifications to the Owner.

No materials or finished articles shall be incorporated into the work until such materials and finished articles have passed the required tests. The Contractor must promptly segregate and remove rejected material and finished articles from the work site.

The testing and approval of materials by the laboratory or laboratories approved by the Engineer shall not relieve the Contractor of any of his obligations to fulfill his Contract and guarantee of workmanship and materials as called for in Paragraph 21 entitled "General Warranty for one year After Completion of Contract", herein. The Contractor may, at his option and at his expense, cause such other tests to be conducted as he may deem necessary to assure suitability, strength and durability of any material or finished articles.

18. Right of the Owner to Terminate Contract: In the event that any of the provisions of this Contract are violated by the Contractor or by any of his subcontractors, the Owner may serve written notice upon the Contractor and his Surety of his intention to terminate the Contract, such notices to contain the reasons of such intention to terminate the Contract; and unless within ten (10) days after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement of correction be made, the Contract shall, upon the expiration of said ten (10) days, terminate.

In the event of any such termination, the Owner shall immediately serve notice thereof upon the Surety and the Contractor, and the Surety shall have the right to take over and perform the Contract; provided, however, that if the Surety does not commence performance thereof within five (5) days from the date of the mailing to such Surety of notice of termination, the Owner may take over the work, prosecute the same to completion by contract or by force account at the expense of the Contractor, and the Contractor and his Surety shall be liable to the Owner for any excess cost occasioned the Owner thereby, and in such event, the Owner may take possession of and utilize in completing the work, such materials, appliances, and plant as may be on the work site and necessary therefore.

19. Notices and Service Thereof:

(a) Any notice to the Contractor from the Owner, relative to any part of this Contract, shall be in writing and considered delivered and the service thereof completed, when said notice is posted by certified mail, to the said Contractor at his last given address, or delivered in person to said Contractor or his authorized representative on the work, or is deposited in the regular United States mail in a sealed, postage prepaid envelope, and the receipt thereof is acknowledged by the Contractor.

(b) Unless otherwise specified in writing to the Contractor, all papers required to be delivered to the Owner shall be delivered to the County Engineer. Any notice to or demand upon the Owner shall be considered sufficiently given if it is delivered to the office of said County Engineer or deposited in the United States mail in a sealed postage prepaid envelope properly addressed to the County Engineer, or to such other address as the Owner may subsequently specify in writing to the Contractor for such purposes, and it is received by the County Engineer.

20. Quantities of Estimate: The estimated quantities of work to be done and materials to be furnished under this Contract shown in any of the documents, including the Bid, are given for use in comparing bids, and to indicate approximately the total amount of the contract. Except as herein otherwise specifically limited, the right is especially reserved by the Owner to increase or diminish them as may be deemed reasonably necessary or desirable by the Owner to complete the work contemplated by this Contract.

21. General Warranty After Completion of Contract: For a period of at least one year after completion of the Contract and final acceptance of the work by the Owner, the contractor warrants the fitness and soundness of all work done and materials and equipment put in place under the Contract. Neither the final certificate of payment nor any provision in the Contract Documents, nor partial or entire occupancy of the premises by the Owner, shall constitute an acceptance of work not done in accordance with the Contract Documents, or relieve the Contractor of liability for this warranty or for any other warranties or responsibility for faulty materials, equipment or workmanship. The Contractor must remedy any defects in the work and pay for damage resulting there from discovered with a period of one year from the date of final acceptance of work unless a longer period is specified. The Owner will give notice of observed defects with reasonable promptness. This provision in no way affects the Contractor's responsibility to the Owner for latent defects.

22. Contractor's Obligations: The Contractor shall and will, in good workmanlike manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper and complete all work required by the Contract within the time herein specified, in accordance with the provisions of this Contract and said Specifications, the Plans and Drawings of the work covered by this Contract, and any and all supplemental plans and drawings of the work, and in accordance with the directions of the Engineer as given from time to time during the progress of the work. The Contractor shall furnish, erect, maintain and remove such construction plant and such temporary works as may be required. He alone shall be responsible for the safety, efficiency and adequacy of his plan, appliance and methods, and for any damage which may result from their failure or their improper construction, maintenance or operation.

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

23. Engineer's Authority: The Engineer shall give all orders and directions contemplated under this Contract and Specifications relative to the execution of the work. The Engineer shall determine the amount, quality, acceptability and fitness of several kinds of work and materials which are to be paid for under the Contract and shall decide all questions which may arise in relation to said work and the construction thereof. The Engineer's estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. In case any question shall arise between the parties hereto relative to said Contract or Specifications, the determination or decision of the Engineer shall be a condition precedent to the right of the Contractor to receive any money or payment for work under this Contract affected in any manner or to any extent by such question.

The Engineer shall decide the meaning and intent of any portion of the Specifications and or any Plans or Drawings where the same may be found obscure or be in dispute.

Any difference or conflicts, in regard to their work, which may arise between the Contractor and other contractors performing work for the Owner, shall be adjusted and determined by the Engineer.

The Engineer and Owner will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.

24. Owner's Prerogative: The Owner shall have the right to enter the site for the purpose of doing work and/or having work done which is not covered by the Contract Documents. This provision shall not relieve the Contractor of his obligations cited in Item 22 herein, excepting work done by the agents or employees of the Owner. Prior to completion and acceptance of the work set forth in the Contract, the Owner with the concurrence of Engineer and Contractor, may use any completed or substantially completed portion of the work, by such use shall not constitute an acceptance of that portion.

25. "Or Equal" Clause: With the exception of major items of mechanical and electrical equipment, whenever a material or article required is specified or shown on the Drawings by using the name of the proprietary product or of a particular manufacturer or vendor, any material or article which will meet the design criteria and is equal in function and durability, as determined by the Engineer prior to the bid, will be considered acceptable.

26. Prohibited Interests: No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction or material supply contract, or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this Contract or in any part thereof. No officer, employee, architect, attorney, engineer, or inspector of or for the Owner who is authorized in such capacity and on behalf of the Owner to exercise any legislative, executive, supervisory or other similar function in connection with the construction of the project, shall become directly or indirectly interested personally in this Contract, insurance contract, or any other contract pertaining to the project.

27. Reports, Records and Data: The Contractor and each of his subcontractors must submit to the Owner such schedules, payroll, reports, estimates, records and other data as the Owner may request, or as may be required herein, concerning the work performed or to be performed under this Contract.

28. Acceptance of Work and Final Payment: Before final acceptance of the work and payment to the Contractor of the percentage retained by the Owner, the following requirements must be complied with:

(a) Final Inspection: Upon written notice from the Contractor that his work is completed, the Engineer will make a final inspection of the work, and must notify the Contractor of all instances where his work fails to comply with the Contract Drawings and/or Specifications, as well as any defects he may discover. The Contractor must immediately make such alterations necessary to make the work comply with the Contract Drawings and Specifications to the satisfaction of the Engineer.

(b) Cleaning Up: Before the work is considered as complete, all rubbish and unused material due to or connected with the construction must be removed and the premises left in a condition satisfactory to the Owner. Streets, curbs, cross-walks, fences, and other public and private property or rights-of-way disturbed or damaged must be restored to their former condition. Final acceptance will be withheld until such work is finished.

(c) Liens: Final acceptance of the work will not be granted, and the retained percentage will not be due or payable until the Contractor has furnished the Owner proper and satisfactory evidence under oath that all claims for labor and material employed or used in the construction of the work under this contract have been settled, and that no legal claims will be filed against the Owner for such labor or materials.

(d) Final Estimate: Upon completion of all cleaning up, alterations and repairs required by the final inspection or operation test, the satisfactory completion of the operating test, and upon submitting proper and satisfactory evidence to the Owner that all claims have been settled, the Engineer will issue a certificate of final acceptance of the work. The Contractor shall then prepare his final estimate. After review of the final estimate by the Engineer, and approval by the Owner, the final payment shall then become due.

29. Minimizing Silting and Bank Erosion During Construction: During construction protective measures must be taken and maintained to minimize bank erosion, and the silting of creeks and rivers adjacent to work being performed during construction. This must be done as according to the Erosion Control Section of the Specifications and the Stormwater Pollution Plan.

30. Restoration of Disturbed Areas: All areas disturbed by or during construction must be restored to their existing or better condition. This provision is not to be interpreted to require replacement of trees and undergrowth in undeveloped sections of rights-of-way.

31. Chemicals Used During Construction: All chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactor or of other classification, must show approval of either EPA or USDA. Use of all such chemicals and disposal or residue must be in strict conformity with manufacturer's instructions.

32. Acceptance of Final Estimate: The acceptance by the Contractor of the final payment shall operate as a release to the Owner from all claims and liabilities to the Contractor for all work done or materials furnished, or for any act of the Owner or its agents affecting the work.

33. Inspection by Agencies: The representatives of all local, state and federal regulatory agencies legally authorized to have access shall have access to the work wherever it is, in preparation or progress, and the Contractor must provide proper facilities for such access and inspection.

34. Litigation: In the event of litigation in which the Owner is or becomes a party, the Contractor agrees and consents that the litigation shall be filed in or transferred to the Court of Common Pleas of Aiken County, South Carolina or the Aiken Division of the United States District Court for the District of South Carolina and that the laws of the State of South Carolina shall apply to and govern such litigation. The Contractor further agrees to cooperate with the Owner in obtaining the transfer of such litigation to those courts by promptly signing all documents necessary thereto.

35. Unauthorized Aliens and Public Employment:

(a) By signing its bid, offer, or proposal, Contractor certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of South Carolina Code of Laws and agrees to provide to the Owner upon request any documentation required to establish either:

i. That Title 8, Chapter 14 is inapplicable both to Contractor and its subcontractors or sub-subcontractors; or

ii. That Contractor and its subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14.

(b) Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both."

(c) Contractor agrees to include in any contract with its subcontractors language requiring its subcontractors

i. To comply with the applicable requirements of Title 8, Chapter 14, and

ii. To include in their contracts with their sub-subcontractors language requiring their sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

END GENERAL CONDITIONS

BID DOCUMENT
AIKEN COUNTY GOVERNMENT
Sales Tax III Resurfacing
Phase One

TO THE COUNTY AND COUNTY COUNCIL
OF AIKEN COUNTY, SOUTH CAROLINA

Submitted _____, 2016

The undersigned, as Bidder, hereby declares:

1. That the only person or persons interested in the bid as principal or principals is (or are) named herein and that no person other than mentioned herein has any interest in this Bid or in the Contract to be entered into.

2. That this bid is made without connection with any other person, company or parties making a bid.

3. That in all respects, this bid is made fairly and in good faith, without collusion or fraud.

The Bidder further declares:

4. That he has examined the site of the work and has informed himself fully in regard to all conditions pertaining to the place where the work is to be done.

5. That he has examined the Drawings and Specifications for the work and contractual documents relative thereto and has read all Special Provisions and General Conditions furnished prior to the opening of bids.

6. That he has satisfied himself relative to all work to be performed.

The Bidder proposes and agrees, if this Bid is accepted, to:

A. Contract with Aiken County, South Carolina, a body politic and corporate and a political subdivision of the state of South Carolina (hereinafter called The Owner), in the form of contract specified,

B. To furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the construction of the work in full and complete accordance with the shown, noted, described, and reasonably intended requirements of the Drawings, Specifications and Contract Documents to the full and entire satisfaction of The Owner, with a definite understanding that no money will be allowed for extra work except as set forth in the attached General Conditions and Contract Documents, for the following prices:

BID DOCUMENT
AIKEN COUNTY GOVERNMENT
Sales Tax III Resurfacing
Phase One

PROPOSAL

Item No.	Description	Quantity	Units	Unit Bid	Total
100	Clean and Broom Roadway, tack (0.10 gal./sy) emulsified asphalt & overlay roadway with S.C. Type C asphalt @150 lbs/sy. Dress edge with existing spoil (0-2 feet).	53,261	SY	_____	_____
101	Clean and Broom Driveways; tack (0.10 gal./sy) emulsified asphalt & overlay existing asphalt drives to right-of-way line with S.C. Type C asphalt @ 125 lbs/sy. Dress edge with existing spoil.	600	SY	_____	_____
102	Provide topsoil material as needed for backfilling along raised edge (0-2 feet).	100	CY	_____	_____
103	Asphalt Overlay Fabric (Petromat 4597 or equal) - Sudlow Crossing S/D	20,068	SY	_____	_____
104	Variable depth asphalt milling as needed - Coventry S/D	2,400	CY	_____	_____
105	Patching (2" compacted S.C. Type C asphalt & 4" GAB compacted to100%, subgrade compacted to 100%, tack vertical edge of asphalt.	500	SY	_____	_____

Note:
1. Roadway to be compacted with 6 to 12 ton rollers per SCDOT.
2. Driveways to be compacted with 3 to 5 ton rollers per SCDOT.
3. Masonry driveways are not to be resurfaced but tied to.
4. Rates will be confirmed by asphalt tickets from the job site.
5. No work shall be permitted on Saturday or Sunday.

Total Amount of Base Bid and all applicable Sales Tax:

_____($_____)
(Dollars and Cents)

The Bidder further proposes and agrees hereby to commence work under this contract, with adequate force and equipment, on a date to be specified in a written order of the Engineer, and shall fully complete all work there under within the following number of consecutive calendar days from and including that date:

(120) Consecutive **Calendar Days**

The Bidder declares that he understands that the unit price quantities shown in the Bid are subject to adjustment by either increase or decrease, and that should the quantities of any of the items of the work be increased, the undersigned proposes to do the additional work at the unit prices stated herein; and should the quantities be decreased, he also understands that paymentwill be made on actual quantities used at the unit price bid and will make no claim for anticipated profits for any decrease in the quantities and that quantities will be determined upon completion of the work at which time adjustment will be made to the contract amount by direct increase or decrease.

Submitted: _____

By: _____ **(L.S)**

Title: _____

General Contractor's License No. _____

(Note: If the Bidder is a Corporation, the Bid shall be signed by a duly authorized Officer of the Corporation; if a Partnership, it shall be signed by a Partner. If Signed by other, authority for signature shall be attached. The name of the person Signing must be typed in under his/her signature.)

STATE OF SOUTH CAROLINA)
) CONSTRUCTION AGREEMENT
COUNTY OF AIKEN)

THIS AGREEMENT is made and entered into on the _____ day of _____ 2016, by and between AIKEN COUNTY, SOUTH CAROLINA, a body politic and corporate and a political subdivision of the State of South Carolina, (hereinafter called the "OWNER") and (Insert FULL LEGAL NAME of Contractor), a (if incorporated, insert STATE where incorporated) corporation (hereinafter called the "CONTRACTOR").

WITNESSETH:

That the CONTRACTOR, for the consideration hereinafter fully set out, hereby agrees with the OWNER as follows:

1. That the CONTRACTOR will furnish all equipment, tools, materials, skill, and labor of every description necessary to carry out and to complete in a good, firm, substantial, and workmanlike manner, the Work specified, in strict conformity with the Documents entitled:

Aiken County Government
Sales Tax III Resurfacing Phase One

on file in the office of the OWNER, and the Specifications hereinafter set forth, which Drawings and Specifications, together with the foregoing Bid, Advertisement for Bids, Instructions to Bidder, Special Provisions, General Conditions, and all addenda hereto annexed, shall form essential parts of this CONSTRUCTION AGREEMENT, as if fully contained herein. The Work covered by this CONSTRUCTION AGREEMENT includes all Work as Specified and listed in the attached Bid, under the following items, to wit:

Aiken County Government
Sales Tax III Resurfacing Phase One

2. That the CONTRACTOR shall commence Work to be performed under this CONSTRUCTION AGREEMENT on a date to be specified in a written order of the OWNER's ENGINEER and shall fully complete all Work hereunder by **120** consecutive, calendar days except as otherwise provided in these documents for extensions of the above time limit.

Time is of the essence of this CONSTRUCTION AGREEMENT, and the CONTRACTOR shall pay to the OWNER, not as a penalty, but as Liquidated Damages, the sum of:

Five Hundred and 00/100 Dollars ($ 500.00)

for each consecutive, calendar day that the CONTRACTOR shall be in default of completing the Work within the time limit named herein. Because of the difficulty of fixing damages suffered by the OWNER on account of such default, damages are herein agreed upon as stated.

3. The OWNER hereby agrees to pay the CONTRACTOR for the faithful performance of this CONSTRUCTION AGREEMENT, subject to additions and deductions as provided in the Drawings and Specifications, together with the Bid, Advertisements for Bids, Instructions to the Bidders, Special Provisions, General Conditions, and all Addenda hereto annexed, in lawful money of the United States, the sum of:

(Dollars and Cents)

which sum shall also pay for all loss or damages arising out of the nature of the Work aforesaid, or from the action of the elements, or from unforeseen obstructions or difficulties encountered in the prosecuting of the Work, and for all expenses incurred by or in consequence of the Work, its suspension or discontinuance, and for well and faithfully completing the Work and the whole thereof, as herein provided, and for replacing defective Work, material, or equipment provided for a period of **(one year)** after completion of all Work.

4. No later than 30 days after pay requests are promptly and properly submitted, as the Work progresses, the OWNER shall make partial payments to the CONTRACTOR on the value of labor and materials incorporated into the Work and of materials on hand at the Site of the Work, except cement and other materials subject to deterioration, during the preceding calendar month, less payments already made and less deductions for any unaccepted or defective Work, in accordance with terms set forth in the Specifications.

5. Upon submission by the CONTRACTOR of evidence satisfactory to the OWNER that all payrolls, material bills, and other costs of any kind incurred by the CONTRACTOR in connection with the construction of the Work have been paid in full, final payment on account of this CONSTRUCTION AGREEMENT shall be made within thirty (30) days after the completion by the CONTRACTOR of all Work covered by this CONSTRUCTION AGREEMENT and the acceptance of such Work by the OWNER.

IN WITNESS WHEREOF, the parties hereto have caused this CONSTRUCTION AGREEMENT to be executed by their duly authorized officers as of the date first above written in four (4) counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original agreement. It is the intention of the parties that this Construction Agreement is a sealed instrument regardless of whether or not any seal is actually attached hereto.

Signed, Sealed, and Delivered in the Presence of: **AIKEN COUNTY, SOUTH CAROLINA**

Witnesses:

_____

_____

By: _____
Ronnie Young
County Council Chairman

ATTEST:

_____ (SEAL)
COUNTY CLERK (Official Seal)

Signed, Sealed and Delivered in the Presence of:

_____
(Print or Type Name of CONTRACTOR)

Witnesses:

_____
(As to the CONTRACTOR)

_____
(Print or Type Name)

By: * _____

_____
(Print or Type Name)

Its: _____

_____
(As to the CONTRACTOR)

_____
(Print or Type Name)

ATTEST:

* _____ (SEAL)

_____
(Print or Type Name)
Its: _____
(Official Seal)

APPROVED AS TO FORM AND CONTENT

_____
Attorney for the OWNER

*** NOTE: <u>SIGNING INSTRUCTIONS - THESE INSTRUCTIONS MUST BE FOLLOWED.</u>**
<u>If CONTRACTOR is a Corporation, the CONSTRUCTION AGREEMENT must be signed by the President or Vice-President, Attested by the Secretary, and the Corporate Seal affixed.</u>
<u>If CONTRACTOR is a Partnership, the CONSTRUCTION AGREEMENT must be signed in the Partnership's Name by one of the Partners, with indication that (s)he is a General Partner. Signatures must be legible with the printed or typed name under each appropriate signature.</u>

PERFORMANCE BOND

STATE OF SOUTH CAROLINA)
)
COUNTY OF AIKEN)

KNOW ALL MEN BY THESE PRESENTS, that we _____ (hereinafter called the CONTRACTOR), of _____ as principal, and _____ a corporation duly qualified and authorized under the laws of the State of South Carolina to act as surety bonds (hereinafter called the SURETY), do hereby acknowledge ourselves indebted and firmly bound and held unto Aiken County, South Carolina, a body politic, and Corporate, and a Political Subdivision of the State of South Carolina (hereinafter called the OWNER) for the use and benefit of those entitled hereto, in the sum of:

_____

($) Dollars and Cents

for the payment of which well and truly to be made in lawful money of the United States, we do hereby bind ourselves, successors, assigns, heirs, and personal representatives.

BUT THE CONDITIONS OF THE FOREGOING OBLIGATION OR BOND ARE THIS:

WHEREAS, the CONTRACTOR has entered into a written Agreement or Contract with the OWNER, a copy of said contract being attached hereto and is by reference made a part hereof, the same as if set forth fully herein for constructing:

Aiken County Government
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and it is the desire of the OWNER that the said CONTRACTOR shall assure all undertakings under said Agreement or Contract.

NOW THEREFORE, if the said CONTRACTOR shall fully and faithfully perform all the undertakings and obligations under the said Agreement or Contract hereinbefore referred to and shall fully indemnify and save harmless the said OWNER from all costs and damages whatsoever which it may suffer by reason of any failure on the part of said CONTRACTOR so to do, and shall fully reimburse and repay the said OWNER any and all outlays and expense which it may incur in making good any such default, and shall guarantee all materials and workmanship against defects for a period of one (1) year after the final settlement of the said Agreement or Contract, then this obligation or Bond shall be null and void, otherwise, to remain in full force and effect.

For value received, it is hereby stipulated and agreed that no changes, alteration, extension of time, or addition to the terms of the said Agreement or Contract or in the Work to be performed thereunder or the Specifications accompanying the same, shall in any wise affect the obligation under said obligation or Bond, and notice is hereby waived of any such changes, extension of time, alteration or addition to the terms of the Agreement or Contract, or to the Work or the Specifications.

IN WITNESS WHEREOF, the said CONTRACTOR has hereunder affixed his signature and said SURETY has hereunto caused to be affixed its corporate signature, and seal, by its attorney-in-fact, on this the _____ day of _____, 2016, executed in four (4) counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original.

Signed, Sealed, and Delivered in the Presence of:

WITNESSES:

1. _____
(As to CONTRACTOR)

_____
(Print or Type Name)

2. _____
(As to CONTRACTOR)

_____
(Print or Type Name)

_____
(CONTRACTOR)

By: _____ L.S.

_____
(Print or Type Name)

Title: _____

ATTEST:
By: _____

_____
(Print or Type Name)

_____
(SURETY)

WITNESSES:

1. _____
(As to SURETY)

_____
(Print or Type Name)

2. _____
(As to SURETY)

_____
(Print or Type Name)

By: _____ L.S.

_____
(Print or Type Name)

TITLE: _____

ATTEST:
By: _____

_____
(Print or Type Name)

TITLE: _____

(OFFICIAL SEAL)

APPROVED AS TO FORM

_____
(Attorney for the OWNER)

* NOTE: **If the Principal/Contractor is a Corporation, the Bond shall be signed by the President or a Vice-President, attested by the Secretary and the Corporate Seal Affixed. If the Principal/Contractor is a partnership, the Bond shall be signed in the Partnership Name by one of the Partners, with the indication that he is a General Partner. Signatures must be legible and typed in under the appropriate line. THESE INSTRUCTIONS MUST BE FOLLOWED.**

PAYMENT BOND

STATE OF SOUTH CAROLINA)
)
COUNTY OF AIKEN)

KNOW ALL MEN BY THESE PRESENTS, that we _____ (hereinafter called the CONTRACTOR), of _____ as principal, and _____ a corporation duly qualified and authorized under the laws of the State of South Carolina to act as surety bonds (hereinafter called the SURETY), do hereby acknowledge ourselves indebted and firmly bound and held unto Aiken County, South Carolina, a body politic, and Corporate, and a Political Subdivision of the State of South Carolina (hereinafter called the OWNER) for the use and benefit of those entitled hereto, in the sum of:

_____

($) Dollars and Cents

for the payment of which well and truly to be made in lawful money of the United States, we do hereby bind ourselves, successors, assigns, heirs, and personal representatives.

BUT THE CONDITIONS OF THE FOREGOING OBLIGATION OR BOND ARE THIS:

WHEREAS, the CONTRACTOR has entered into a written Agreement or Contract with the OWNER, a copy of said contract being attached hereto and is by reference made a part hereof, the same as if set forth fully herein for the furnishing of all labor, materials, equipment, tools, and supplies for constructing:

Aiken County Government
Sales Tax III Resurfacing Phase One

and it is the desire of the OWNER that the said CONTRACTOR shall assure and protect all laborers and furnishers of materials on said Work.

NOW THEREFORE, if the said CONTRACTOR and all Subcontractors to whom any portion of the Work provided for in the attached Agreement or such Subcontractors shall promptly make payment to all persons supplying him or them with labor, materials, equipment, tools, and supplies for or in the prosecution of the Work provided for in such Agreement or Contract, or in any amendment, extension, or addition thereto, and for payment of reasonable attorney's fees incurred by any clamant or claimants in suits on this bond, then the above obligation or bond shall be null and void, otherwise, to remain in full force and effect.

PROVIDED, however, that this bond is subject to the following conditions and limitations:

(a) Any persons, firm or corporation that has furnished labor, materials, equipment, tools, or supplies for, and in the prosecution of the Work provided for in said Agreement or Contract, shall have a direct right of action against the CONTRACTOR and SURETY on this bond, which right of action shall be asserted in a proceeding, instituted in the County in which the Work provided for in said Agreement or Contract is to be performed or in any County in which said CONTRACTOR or SURETY does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against said CONTRACTOR or SURETY or either of them (but no later than one year after the final settlement of said Agreement or Contract) in which action such claim or claims shall be adjudicated and judgment rendered thereon.

(b) The CONTRACTOR and SURETY hereby designate and appoint the County Administrator of Aiken, South Carolina, as the agent for each of them to receive and accept service of process or other pleading issue or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the CONTRACTOR and/or SURETY.

(c) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suits, action, or proceeding thereon that is instituted later than one year after the final settlement of the said Agreement or Contract.

IN WITNESS WHEREOF, the said CONTRACTOR has hereunder affixed his signature and said SURETY has hereunto caused to be affixed its corporate signature, and seal, by its attorney-in-fact, on this the _____ day of _____, 2016, executed in four (4) counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original.

Signed, Sealed, and Delivered in the Presence of:

_____
(CONTRACTOR)

WITNESSES:

1. _____
(As to CONTRACTOR)

_____
(Print or Type Name)

By: _____ L.S.

_____
(Print or Type Name)

Title: _____

2. _____
(As to CONTRACTOR)

_____
(Print or Type Name)

ATTEST:
By: _____

_____
(Print or Type Name)

_____
(SURETY)

WITNESSES:

1. _____
(As to SURETY)

_____
(Print or Type Name)

By: _____ L.S.

_____
(Print or Type Name)

TITLE: _____

2. _____
(As to SURETY)

_____
(Print or Type Name)

ATTEST:
By: _____

_____
(Print or Type Name)

TITLE: _____

(OFFICIAL SEAL)

APPROVED AS TO FORM

_____
(Attorney for the OWNER)

*** NOTE: <u>If the Principal/Contractor is a Corporation, the Bond shall be signed by the President or a Vice-President, attested by the Secretary and the Corporate Seal Affixed. If the Principal/Contractor is a partnership, the Bond shall be signed in the Partnership Name by one of the Partners, with the indication that he is a General Partner. Signatures must be legible and typed in under the appropriate line. THESE INSTRUCTIONS MUST BE FOLLOWED.</u>**

PRECONSTRUCTION CONFERENCE

(Rev July 2013)

1.1 DESCRIPTION

To help clarify construction contract administration procedures, the County (Owner) will conduct a Preconstruction Conference prior to start of the work. Contractor(s) will designate personnel for attendance.

1.2 SUBMITTALS

1. To the maximum extent practicable, advise the County Engineer at least 4 hours in advance of the Conference as to items to be added to the agenda.

   B. The Engineer will compile minutes of the Conference, and will furnish copies of the minutes to the Contractor. The Contractor may make and distribute such other copies as he wishes.

1.3 PRECONSTRUCTION CONFERENCE

2. The Conference will be held after the Owner has issued the "Notice of Award", but prior to actual start of the work.

   B. Attendance:

   Provide attendance by authorized representatives of the Contractor and major subcontractors. For those persons designated by the Contractor, his subcontractors, and suppliers to attend the Preconstruction Conference, provide required authority to commit the entities they represent to solutions agreed upon in the Conference.

3. Minimum agenda: Data will be distributed and discussed on:

   1. Organizational arrangement of Contractor's forces and personnel, and those of subcontractors, materials suppliers and the Engineer;
   2. Establish channels and procedures for communication;
   3. Construction schedule, including sequence of critical work;
   4. Contract documents, including distribution of required copies of drawings and revisions;
   5. Processing of Shop Drawings and other data submitted to the Engineer for review;
   6. Processing of field decisions and Change Orders;
   7. Rules and regulations governing performance of the Work; and
   8. Procedures for safety, security, quality control, traffic control, etc.

   Also during the Conference, the project start date will be determined. After the end of the Conference, a "Notice to Proceed" will be issued to the Contractor.

SECTION 1.0 - GENERAL

1.01 Applicability:

1.011 All County Contract Construction:

It is the intention of these specifications that all work done under contract to Aiken County, as owner, be done in strict accordance with the plans, contract drawings, standard drawings and these specifications.

1.012 Construction of Public Works by Private Parties to be dedicated to Aiken County:

It is the intention of these specifications that all work done by the contractor for private parties which is intended to be dedicated to Aiken County shall be done in strict accordance with the approved plans, contract drawings, standard drawings, and these specifications with exception to Items referring to measurement and payment.

1.013 Special Conditions:

Items in the special conditions of any project shall take precedent over these specifications.

1.014 License:

Any Contractor doing work for Aiken County or doing work intended to be dedicated to Aiken County must obtain General Contractor's License and a Bidder's License from the South Carolina Licensing Board for contractors before work will be allowed to begin.

1.015 Inspection and Testing by the County Engineer:

The Aiken County Engineer or his/her representative shall have access to the construction site at all times for inspection and/or quality control testing. Any quality control testing ordered by the Aiken County Engineer that shows nonconformance to these specifications will be paid for by the contractor, and the contractor will correct the items of nonconformance and order and pay for the testing required to show conformance.

1.02 Responsibility:

1.021 The presence or absence of the County representative on the site does not abrogate the responsibility of the contractor to ensure the strict adherence to the plans, contract drawings, standard drawings and these specifications by

his employees and subcontractors and their employees.

1.022 Permits, Fees, and Legal Requirements: The contractor is responsible for obtaining all permits, paying all fees, and complying with all local, state and federal requirements.

1.03 Conflicting Specifications:

In cases where conflicts arise within these specifications, they will be revised to resolve such conflicts; however, until the conflict is resolved, the adherence to the application of the stricter of the specifications shall control the situations. In situations where the conflicting specifications cannot be resolved, then the appropriate specification from the South Carolina Department of Transportation Standard Specifications for Highway Construction, latest revision, shall govern.

1.04 Ambiguities:

In the case of ambiguous specifications or various interpretations of these specifications, the County Engineer shall provide the final interpretation or application of the specification in question.

1.05 References:

Mention of any referenced specification or other publication refers to the current edition of that document or its replacement.

1.06 Damages:

Any existing materials, property, structure or other item damaged by the contractor shall be repaired to the satisfaction of the County Representative and in accordance with the applicable section of these specifications. The cost for such repairs shall be borne by the contractor.

1.07 Testing:

Unless specified otherwise, the cost of testing will be borne by the contractor. In any case, work that fails to meet these specifications shall be retested at the contractor's expense.

1.08 Notification:

For all steps requiring approval, the contractor must notify the County Representative at least 24 hours in advance prior to the inspection.

SECTION 7.0 – ASPHALT OVERLAY COURSE

7.01 General

7.011

A. This specification covers the general requirements that are applicable for bituminous overlay course.

B. This work shall consist of the construction of the bituminous plant mix in accordance to the requirements of the attached bid proposal.

C. Except where otherwise indicated in the bid proposal, all work and materials shall conform to the requirements of Section 400 of the 2007 edition of the South Carolina Department of Transportation's "Standard Specifications for Highway Construction".

7.02 Material:

7.021 Type:

The asphalt concrete mixture shall be SC Type C conforming to the South Carolina Department of Transportation's 2007 edition of the "Standard Specifications for Highway Construction".

7.03 Construction:

7.031 Weather:

The mixture and placing of asphaltic concrete shall not be performed when the existing surface is wet or frozen or when the temperature is below 40 degree F in the shade.

7.032 Preparation of Existing Surface:

A. Cleaning of Surface – All sand, loose asphalt, and aggregate shall be removed from the existing asphalt surface shall be removed prior to applying the tack course.

B. Patching- All patching required shall be performed as directed by the County representative on site as per the requirements specified in the bid proposal.

C. Tack Coat- The surface of the roadway shall be thoroughly swept either by hand or power broom. The tack coat of RS-1 shall be applied at a rate of 0.10 gallon per square yard on the area to be overlaid.

7.033 Transportation and Delivery:

The mixture shall be transported from the mixing plant to the point of use in approved vehicles.

The mixture shall be delivered within 20 degree F of the temperature set for the job mix formula. Loads shall not be sent out so late in the day so as to prevent the completion of spreading and compaction of the mixture during daylight hours, unless sufficient artificial light is provided.

7.034 Spreading:

The asphalt overlay for the patches, roadway and driveways shall be laid to the thickness and rates specified on the Bid Proposal.

7.035 Compaction:

While the mixture is hot, the asphalt shall be compacted thoroughly and uniformly rolled utilizing steel and pneumatic tire rollers. The steel rollers should range from 6 to 12 tons on the roadway and 3 to 5 tons on the driveways. Pneumatic tire rollers shall displace at least 5 lbs. per square inch. Ultimately, mix designs shall determine the appropriate size for the particular asphalt application.

7.036 Verification of asphalt placement rate:

The county's representative shall collect asphalt tickets in the field and calculate the tonnage and yield to assure that the asphalt is being properly placed at the specified rate.

7.04 Restoration of Property:

The contractor shall carefully restore all property defaced or damaged by operations or acts of his agents, employees or subcontractor. Such restoration shall include seeding, sodding, and transplanting of lawns, hedges, ornamental plantings, and repair or replacement of driveways, walks, fences, steps or other facilities which are not shown as a unit price item and shall be in like quality to the original undisturbed work.

7.05 Reconstructing or adjustment to Grade of Miscellaneous Structures:

Contractor shall reconstruct or adjust to grade all manholes, water valves boxes, catch basins, traps, or the like with-In the right of way or as, directed by the County Representative.

SECTION 22.0 - TRAFFIC CONTROL

22.01 General:

The contractor will be required to maintain through and local traffic within the limits of the project, including all existing roads and streets which cross or intersect the project and are within the project limits, unless otherwise provided on the plans or special provisions. Traffic shall be maintained from the time the contractor begins work on the project site until final acceptance of the project, including any periods during which the contractor's operations are suspended, unless otherwise provided for in the special provisions or permitted by the Engineer. The contractor shall conduct work in a manner which will create a minimum amount of inconvenience to traffic.

All roadway and structure facilities used by the contractor in maintaining traffic shall be maintained by the contractor in a safe, passable, and convenient condition under all weather conditions.

Signing, barricades, lighting, traffic control devices, and traffic control operations used in maintaining traffic shall be in accordance with the applicable provisions of the latest edition, as amended, in effect on the date of advertisement, of South Carolina Manual on Uniform Traffic Control Devices.

Failure of the contractor to comply with the requirements of this specification will be justification for suspending work on the project until all deficient items have been corrected to the satisfaction of the Engineer.

22.02 Traffic Control Supervision:

The contractor shall designate one individual who will have complete charge of the contractor's traffic control program on the project as his project traffic control supervisor. This individual shall be given full authority by the contractor to take such action as may be necessary to ensure that traffic is maintained in accordance with the requirements of the contract. He/she shall work with the County Engineering Department so that the coordinator is informed of all details concerning the contractor's traffic control program. The contractor's traffic control supervisor or designated representative shall be on call at all times and shall promptly make any changes in traffic control operations, as deemed necessary by County personnel. When on any project the County elects to let the roadway construction to one contractor and the structures within the project to another contractor, the project traffic control supervisor designated by the roadway contractor and shall cooperate in maintaining safe and adequate traffic conditions throughout the project at all times, including periods of work suspension by either contractor.

22.03 Traffic Control Through the Project:

The contractor shall provide, erect, and maintain all necessary barricades, suitable and sufficient warning lights, danger signals, and signs; shall provide sufficient number of flagmen to direct the traffic; and shall take all necessary precautions for the protection of the work and the safety of the public.

The contractor shall erect and maintain effective warning and directional signs along the construction detours clearly directing traffic around the closed portion, or portions, of the construction detour.

All barricades and obstructions or hazardous conditions shall be illuminated as necessary to provide for safe traffic conditions.

Warning and caution signs shall be posted throughout the length of any portion on the project where traffic flow is restricted.

Unless otherwise permitted by the Engineer, signs, markers, barricades, and other traffic control devices shall be temporarily removed or altered by the contractor at night, or at other times when construction operations are not underway, and the condition of the roadway being used by traffic does not present a hazard. Such traffic control devices shall be replaced by the contractor prior to the resumption of construction operations.

Advisory speed limit signs used by the contractor shall be posted only when and where reduced speeds are warranted and so approved by the Engineer, and such reduced speeds shall be the maximum speeds which are reasonable under the prevailing conditions.

The contractor shall provide continuous, safe access to all properties, both public and private, along the project in all cases where such access will be provided by the completed facility, and shall conduct his operations in such a manner that inconvenience to the property owner will be held to a minimum.

22.04 Through Traffic Detours:

When provided for by the special provisions or approved by the Engineer, through traffic will be detoured around the project using existing roads or streets. Such through detours will be signed and maintained by the contractor, and it shall remain the responsibility of the contractor to erect and maintain appropriate barricades, signs, lights, signals, or other traffic control devices at the ends of the project, and all roads and streets which cross or intersect the project as may be necessary to provide adequate protection of the work and safety for the public.

Where through traffic is detoured, the contractor shall be responsible for the maintenance of local traffic within the limits of the project to the extent that safe conditions are provided.

22.05 One-Way Traffic:

Two-way traffic is to be maintained at all times unless otherwise provided for on the plans or special provisions or unless permitted by the Engineer. Where one-way traffic is permitted, traffic shall be periodically altered in direction by flagmen or approved traffic control devices and all necessary precautions shall be taken to minimize excessive delay to traffic. The distance along the project through which one-way traffic will be permitted shall be subject to the approval of the Engineer.

22.06 Construction While Maintaining Traffic:

When the work is to be performed while maintaining traffic, the contractor shall schedule and perform the work so as to create the least safety hazard to traffic. At each location where work is started that creates a safety hazard, it shall be continued until completed to the extent that the safety hazard is eliminated. If the work is not pursued in a continuous manner, the Engineer will not allow any other work on the project to be performed until the existing safety hazard is eliminated.