PROJECT MANUAL
RESURFACING PROJECT PACKAGE M

PDT-596-IFB-2017

RICHLAND COUNTY SALES TAX TRANSPORTATION IMPROVEMENT PROGRAM

RICHLAND COUNTY, SOUTH CAROLINA

OWNER: RICHLAND COUNTY, SOUTH CAROLINA
2020 HAMPTON STREET
COLUMBIA, SC 29204

ENGINEER: TOLLESON LIMITED COMPANY

PROGRAM MANAGER: RICHLAND PDT
201 ARBOR LAKE DRIVE
COLUMBIA, SC 29223

DATE ISSUED: February 15, 2017
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INVITATION FOR BIDS

RICHLAND COUNTY, South Carolina is soliciting sealed bids through Richland PDT, the Program Manager, from licensed contractors, for the Resurfacing Project M as a part of the Richland County Sales Tax Transportation Improvement Program.

Richland County intends to award a contract to one responsive and responsible contractor. The contractor must be able to perform the services and furnish the goods necessary to meet or exceed all requirements described in this IFB. Bids received from persons or entities that do not meet the requirements will be rejected as non-responsive.

The SLBE Participation Goal for this project is 2.27%. Accordingly, the Contractor will complete the SLBE Participation Sheet included in this document and accompany it with his Application for Payment each month.

NOTICE TO BIDDERS: There will be a non-mandatory pre-bid Conference on Wednesday, February 22, 2017 @ 10:00 A.M. at the Richland PDT Office located at 201 Arbor Lake Drive, Columbia, South Carolina, 29223.

Sealed bids clearly marked “Resurfacing Project M Bid No. PDT-596-IFB-2017” shall be accepted by the Richland County Office of Procurement, 2020 Hampton Street, Suite 3064 (Third Floor), Columbia, SC 29204-1002 until 2:00 P.M., local time, Wednesday, March 15, 2017, where bids will be opened and read. Bids will not be accepted after the above date and time.


Details of the work may be examined at the office of the Richland PDT, 201 Arbor Lake Drive, Columbia, SC 29223.

SCOPE OF WORK
Milling, full depth patching, and/or resurfacing of approximately 10.28 miles of roadway located with Richland County:

- Addy Court
- Aiken Hunt Circle
- Avenel Court
- Balfour Court
- Brafield Place
- Brookline Court
- Bucktail Drive
- Chasewood Court
- Clay Court
- Clearwell Court
- Darcy Court
- Den Hague Court
- Deuce Court
- Doral Court
- Elton Court
- Fawnwood Court
- Firestone Court
- Forty Love Point Drive
- Glen Ridge Court
- Gleneagle Circle (NE Section)
- Glenhawk Loop
- Kenmure Court
- Marway Court
- Lancer Court
- Match Point Drive
- Meadow Creek Drive
- Misty Glen Court
A. Work shall include all labor, equipment and materials necessary to construct all of the work in a
craftsmanship manner.

B. The project shall be Substantially Completed by November 30, 2018 from issuance of a Notice to Proceed.

C. The Project Documents shall consist of drawings prepared by Tolleson Limited Company and all related

All changes to the bid documents will be addressed through addendum. Each bidder shall fully acquaint
himself with conditions relating to the scope and restrictions attending the execution of the work under the
conditions of this bid. The failure or omission of a bidder to acquaint himself with existing conditions shall
in no way relieve him of any obligation with respect to this bid or to the contract. There will be restrictions
of work hours on and around normally observed holidays. All amendments to and interpretations of this
solicitation shall be in writing and issued by Dale Collier, the Procurement Manager of the Richland PDT.

Bids shall remain valid for one hundred and twenty (120) days after opening of bids. Bids must be sealed
with name and address of Bidder, Contractor’s License Number and accompanied by a bid guaranty of 5
percent (5%) of the amount of the bid either in the form of a bid bond from a surety licensed to do business
in the State of South Carolina or a certified check made out to Richland County. The successful bidder
will be required to furnish a Performance Bond and Payment Bond, each in the amount of 100 percent
(100%) of the contract amount, on forms acceptable to the County.

Richland County reserves the right to reject any and all bids, portions thereof, to waive minor technicalities
and informalities, and to award the project to the most responsive and responsible bidder, deemed to be in
the County’s best interests.
(2) GENERAL CONDITIONS

1. DEFAULT: In case of default by the contractor, the County reserves the right to purchase any or all items in default in the open market, charging the contractor with any excessive costs. Should such charge be assessed, no subsequent bids of the defaulting contractor will be considered until the assessed charge has been satisfied.

2. NON-APPROPRIATION: Any contract entered into by the County resulting from this bid invitation shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.

3. INDEMNIFICATION: The contractor agrees to indemnify and save harmless the County of Richland and all County officers, agents and employees from claims, suits, actions, damages and costs of every name and description, arising out of or resulting from the use of any materials furnished by the Contractor, provided that such liability is not attributable to negligence on the part of the County or failure of the County to use the materials in the manner outlined by the Contractor in descriptive literature or specifications submitted with the Contractor's bid.

4. CONTRACT ADMINISTRATION: Questions or problems arising after execution of this contract shall be directed to the PDT Construction Engineering Manager by calling 803-726-6157 or 803-726-6170. Copies of all correspondence concerning this contract shall be sent to the PDT Procurement Office, 201 ArborLake Drive, Columbia, SC 29223.

5. FORCE MAJEURE: The Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without fault or negligence of the contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor and without excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required delivery schedule.

6. PUBLICITY RELEASES: Contractor agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the User. The contractor shall not have the right to include the County's name in its published list of customers without prior approval of the County. With regard to news releases, only the name of the County, type and duration of contract may be used and then only with prior approval of the County. The contractor also agrees not to publish, or cite in any form, any comments or quotes from the County Staff unless it is a direct quote from the Public Information Officer.

7. QUALITY OF PRODUCT: It is understood and agreed that any items offered or shipped on this bid shall be new and in first class condition unless otherwise indicated herein.

8. S.C. LAW CLAUSE: Upon award of a contract under this bid, the person, partnership, association or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business with this State. Notwithstanding the fact that applicable statutes may exempt or exclude the successful bidder from requirements that it
be authorized and/or licensed to do business in this State, by submission of this signed bid, the bidder agrees to subject himself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.

9. ASSIGNMENT: No contract or its provisions may be assigned, sublet, or transferred without the written consent of Richland County.

10. AFFIRMATIVE ACTION: The successful bidder will take affirmative action in complying with all Federal and State requirements concerning fair employment and treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap.

11. BIDDING CONDITION OF PRICE: All bid prices submitted shall remain effective for a minimum period of 120 days, unless otherwise stated.

12. S.C. SALES TAX: Lump sum bids shall include sales tax in bid price unless otherwise noted. By submission of a signed bid, you are certifying, under penalties of perjury, that you comply with section 12-54-1020(B) of the SC Code of Laws 1976, as amended, relating to payment of any applicable taxes. This will certify to the County your compliance.

Non-resident contractors must provide an affidavit that the non-resident is registered with the South Carolina Department of Revenue or the South Carolina Secretary of State’s Office (See Form I-312 Non-resident Taxpayer Registration Affidavit, Income Tax Withholding). Reference South Carolina Withholding Tax Amendments Code Section 12-9-310 (A)(3).

Forms to register for all taxes administered by the South Carolina Department of Revenue may be obtained by calling the License and Registration Section at (803) 737-4872 or by writing to the South Carolina Department of Revenue, Registration Unit, Columbia, South Carolina 29214-0140.

13. BID REQUIREMENTS: Bid requirements on the equipment specified are not intended to be restrictive to potential bidders, but indicate the required features for satisfactory performance. Richland County will determine if minor deviations from these features are acceptable.

14. CONTRACT: This bid and submitted documents, when properly accepted by Richland County, shall constitute a contract equally binding between the successful offeror, and Richland County. No different or additional terms will become a part of this contract with the exception of a Change Order.

15. CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the PDT Procurement Manager.

16. ADDENDUM: All addendum to and interpretations of this solicitation shall be in writing and issued by the PDT Procurement Manager. Richland County shall not be legally bound by any amendment or interpretation that is not in writing.

17. BID EVALUATION: Bids received will be evaluated by the PDT Procurement Manager or designee. However, based on bid total, final decision for bid award may rest with the Richland County Director of Transportation or the Richland County Council. (Factors to be considered during the evaluation process include, but are not limited to, cost, qualifications, reputation and dependability of the contractor.)
18. ARBITRATION: Under no circumstances and with no exception will Richland County act as arbitrator between the Contractor and any subcontractor.
(3) INSTRUCTIONS TO BIDDERS

1. Only one copy of bid form is required, unless otherwise stated.

2. Bids, amendments thereto or withdrawal request must be received by the time advertised for bid openings to be timely filed. It is the vendor's sole responsibility to insure that these documents are received by the purchasing office at the time indicated in the bid document.

3. When specifications or descriptive papers are submitted with the bid form, enter bidder’s name thereon.

4. Submit your signed bid on the bidder's schedule provided. Show bid number on envelope as instructed. Richland County assumes no responsibility for unmarked or improperly marked envelopes.

5. By submission of a bid, you are guaranteeing that all goods and services meet the requirements of the solicitation during the contract period.

6. This solicitation does not commit the County of Richland to award a contract, to pay any cost incurred in the preparation of the bid, or to procure or contract for goods or services listed herein.

7. CORRECTION OF ERRORS ON THE BID FORM: All prices and notations shall be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Erasures or use of typewriter correction fluid may be cause for rejection. No bid shall be altered or amended after specified time for opening.

8. NOTIFICATION: In order to receive a copy of the bid tabulation or notification of Intent to Award/Statement of Award you must enclose a self-addressed stamped envelope. Notification will not automatically be provided. Intent to Award/Statement of Award will be publicly posted on the Richland PDT website – www.richlandpenny.com.

9. RIGHT TO PROTEST: Any prospective bidder, offeror, or contractor, who is aggrieved in connection with the solicitation of a contract shall protest in writing to the Procurement Manager within ten (10) calendar days of the date of issuance of the Invitation for Bids, Requests for Proposals or other solicitation documents, whichever is applicable, or any amendment thereto, if the amendment is at issue. Any bidder, offeror, or contractor, who is aggrieved in connection with the intended award or award of a contract, shall protest in writing to the procurement manager within ten (10) calendar days of the notification of intent to award or statement of award.

10. IRAN DIVESTMENT ACT: By submission of this bid/proposal, the bidder/proposer as the prime contractor/consultant/vendor does hereby certify his compliance to the following:

CERTIFICATION: (a) The Iran Divestment Act List is a list published pursuant to Section 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at the following URL: http://procurement.sc.gov/PS/PS-iran-divestment.phtm. Section 11-57-310 requires the government to provide a person ninety days (90) written notice before he is included on the list. The following representation, which is required by Section 11-57-330(A), is a material inducement for the Richland County to award a contract to you. (b) By signing your Offer, you certify that, as of the date you sign, you are not on the then-current version of the Iran Divestment Act List. (c) You must notify the Richland County immediately if, at any time before posting of a final statement of award, you are added to the Iran Divestment Act List.
b) GOING OBLIGATIONS: (a) You must notify Richland County immediately if, at any time during the contract term, you are added to the Iran Divestment Act List. (b) Consistent with Section 11-57-330(B), you shall not contract with any person to perform a part of the Work, if, at the time you enter into the subcontract, that person is on the then-current version of the Iran Divestment Act List.

OPTION TO RENEW RESTRICTION: Contractor acknowledges that, unless excused by Section 11-57-320, if the contractor is on the then-current Iran Divestment Act List as of the date of any contract renewal, the renewal will be void ab initio.

11. REFERENCES: For the purposes of this Contract references to the Department shall refer to Richland County. References to “Deputy Secretary of Engineering”, “Engineer”, “Resident Construction Engineer”, “Director of Traffic Engineering”, or “Engineer’s Representative” shall refer to “Richland County’s Director of Transportation” or his designee.
(4) GENERAL PROVISIONS

1. Unit prices will govern over extended prices unless otherwise stated in this bid invitation.

2. PROHIBITION OF GRATUITIES: Amended section 8-13-420 of the 1976 Code of Laws of South Carolina states: "Whoever gives or offers to any public official or public employee any compensation including a promise of future employment to influence his action, vote, opinion or judgment as a public official or public employee or such public official solicits or accepts such compensation to influence his action, vote, opinion or judgment shall be subject to the punishment as provided by Section 16-9-210 and Section 16-9-220."

3. BIDDERS RESPONSIBILITY: Each bidder shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this bid. It is expected that this will sometimes require on-site observation. The failure or omission of a bidder to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this bid or to the contract.

4. AWARD CRITERIA

   a) The contract shall be awarded to the lowest responsible and responsive bidder(s) whose bid meets the requirements and criteria set forth in the Invitation for Bids.

   b) All things considered equal, tie bids will be resolved by the flip of the coin or awarded to the Richland County vendor, whichever the case may be.

5. WAIVER: The County reserves the right to waive any Instruction to Bidders, General or Special Provisions, General or Special Conditions, or specifications deviation if deemed to be in the best interest of the County.

6. COMPETITION: This solicitation is intended to promote competition. If any language, specifications, terms and conditions, or any combination thereof restricts or limits the requirements in this solicitation to single source, it shall be the responsibility of the interested vendor to notify the Richland PDT Procurement Office in writing within five (5) days of the bid opening date. The solicitation may or may not be changed but a review of such notification will be made prior to the award.

7. REJECTION: Richland County reserves the right to reject any bid that contains prices for individual items or services that are inconsistent or unrealistic when compared to other prices in the same or other bids or ambiguous bids which are uncertain as to terms, delivery, quantity, or compliance with specifications may be rejected or otherwise disregarded if such action is in the best interest of the County.

WORK HOURS:
11.1 The normal working hours per day will be limited from 7 AM to 7 PM Monday through Friday, provided sufficient daylight is available.
11.2 The contractor shall not perform work on Holidays.
11.3 The following days are recognized as holidays by the owner:

   New Year’s Day
   Martin Luther King Day
Presidents’ Days
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day
Day after Christmas

11.4 When such recognized holidays fall on a Saturday or Sunday, the Owner may at its discretion, declare the preceding Friday or following Monday as a holiday. In the event that the Governor of the State/Board of County Commissioners shall declare any day or days preceding or following a holiday as a holiday, the Owner may, at its discretion, also declare such day or days as holidays.
(5) SPECIAL TERMS AND CONDITIONS

1. LICENSES, PERMITS, INSURANCE, & TAXES: All costs for required licenses, insurance, and taxes shall be borne by the Contractor.

2. BUILDING CODES: The contractor will be solely responsible for compliance with applicable Building Code requirements, all dimensions, and all conditions relating to his work under this contract.

3. WORKMANSHIP: Workmanship shall be first quality in every respect. All measures necessary to ensure a first class job shall be taken.

4. INTERFERENCE: The construction work must be carried on in such a manner, consistent with the practical conditions involved in the erection of the new work, as to cause the least amount of interference and inconvenience to the occupants of nearby or adjoining buildings or property.

5. PROTECTION OF ADJACENT WORK: Protect work and adjacent work at all times with suitable covering or by other approved methods. All damage to work in place caused by the contractor shall be repaired and restored to the original good and acceptable condition using same quality and kinds of materials, as required, to match and finish with adjacent work.

6. SITE CLEANING: The contractor shall keep the construction site clean and free from an accumulation of debris or materials during the construction. At the completion of the work, the entire facility and premises shall be left clean. All accumulations of trash and other materials which are not to be used in the construction must be removed from the premises on a daily basis.

7. TIME LIMIT: It is hereby understood and agreed by the parties hereto that time is of the essence in this contract and that great energy and diligence shall characterize all operations carried on under this agreement.

Claims for Additional Time and Related Compensation by Contractor

The Contractor may make a Claim for extensions of time and compensation for the Work only under the following circumstances: if the progress of the Contractor’s Work in the critical path of the Schedule is delayed at any time in the commencement or progress of the Work by any event constituting an intentional act or neglect of the County; or by other causes that the County and Contractor may subsequently agree in writing may justify delay (“Excused Delay”), then the Contractor shall be entitled to additional compensation for its actual costs incurred as provided in this Agreement because of the Excused Delay, provided that the Contractor provide written notice of such Excused Delay and the circumstances surrounding it within seven (7) Days after Contractor knows or should know that any event or condition will adversely impact its Work in the critical path, as a condition precedent for any such event being an Excused Delay. The Contractor shall follow the procedures in this Agreement for making a Claim.

Weather Delays. “Weather Delays” are generally referred to as "rain days," and shall apply to Days when the Work cannot be undertaken due to adverse weather conditions. Time for hot, cold, and/or windy conditions have been allowed for in the allocated date of Substantial Completion. An average number of rain days are included in the Substantial Completion date determination. This was determined by the following method: Using the National Oceanic and Atmospheric Administration (NOAA) monthly reports, all days in each month in which rainfall in any part of the day exceeded .10 inch has been calculated and averaged. These averages are as follows: January 8; February 6; March 7; April 5; May 6;
June 7, July 8, August 7, September 5, October 4, November 4, December 6. Rain delays, therefore, will only be considered when the number of days in any month in which rainfall, as recorded by the weather bureau as .10 inch or greater, exceeds the number of days shown. Notwithstanding the days shown on the monthly report, time extensions for rain days will only be considered based upon actual conditions at the Project Site. If, in the opinion of the Contractor, adverse weather causes unsuitable conditions that prevent the Contractor from proceeding with the Work at any time during the term of this Contract, the Contractor shall submit written notification to the County within twenty-four (24) hours of the onset of said conditions. Notwithstanding the requirements of Section VIII, the Contractor shall make a Claim for time extension due to rain delays within seven (7) Days of issuance of the NOAA monthly report for the month in which the delay is claimed.

8. FINAL INSPECTION: At the completion of the contract work, a representative of the Owner shall accompany the contractor on an inspection of the work. All defects found in the work will be corrected by the contractor before final payment will be authorized.

9. GUARANTEE: Upon completion of the work and before final payment is made, the contractor shall furnish the Owner a guarantee stating that the contractor shall keep his entire portion of the work in repair, without expense to the Owner, as far as concerns defects of workmanship for a period of one (1) years from the date of final Certificate (unless specified for a longer time elsewhere) and he shall be responsible for, and make good any damage to his work caused by such defect; but this clause shall not be interpreted as holding him responsible for making good any deterioration on his part of the work due to its use or abuse by the Owner.
(6) BID FORM

RESURFACING PROJECT M

In accordance with the advertisement by Richland County (hereinafter called County) inviting Bids for the above referenced project and in conformity with the Plans and Specifications on file at the Richland PDT:

THE UNDERSIGNED CERTIFIES that the BIDDER is fully informed respecting the preparation of its Bid and all pertinent circumstances respecting its Bid, and that it has authority, as agent or representative of the BIDDER for the submission of a Bid on the above-referenced project; and

THE BIDDER CERTIFIES that the BIDDER is the only person(s) interested in his Bid as Principal(s); that it is made without collusion with any person, firm, or corporation; that an examination has been made of the Specifications and Bid Documents, including the Special Provisions, the Plans, and the site of the work; that it proposes to furnish all necessary machinery, equipment, tools, labor and other means of construction, and all materials specified, in the manner and at the time prescribed; that it understands that the quantities of work shown herein are approximate and are subject to increase or decrease; that it further understands that all quantities of work, whether increased or decreased, are to be performed at the following unit prices, except in cases where the Specifications provide for payment under a Supplemental Agreement or on a Force Account basis;

THE BIDDER FURTHER PROMISES:

To do all Extra Work which may be required to complete the work contemplated, at unit prices or lump sums to be agreed upon in writing prior to starting such extra work. If such prices or sums cannot be agreed upon in writing prior to starting such work to perform the work on a Force Account basis as provided in the Specifications.

To execute the Contract within ten (10) days from the date of the Award of Contract, to begin work on the date specified, and to prosecute said work so as to complete it as specified in the Special Provisions.

To furnish a Performance and a Payment Bond in the full amount (100%) of the Contract.

To guarantee all of the work performed under this Contract to be done in accordance with the Specifications and in good and workmanlike manner, and to renew or repair any work which may be rejected, due to defective materials or workmanship, prior to final completion and acceptance of the work.

To furnish a statement, on demand of the County, showing financial and general responsibility.

ADDENDUM NUMBER     DATE
________________________________     ________
________________________________     ________
________________________________     ________
________________________________     ________

BY:______________________________ ______________________________

CONTRACTORS’S NAME      CONTRACTOR’S LICENSE NO.
________________________________

INDIVIDUAL’S SIGNATURE
RESURFACING PROJECT M
Richland County, South Carolina

CONTRACTOR’S ADDRESS

____________________________________
CITY, STATE, ZIP
## RESURFACING PROJECT M
### BID FORM

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**TOTAL =**
Resurfacing Project M  
Richland County, South Carolina

**RESURFACING M**
**ROAD BY ROAD BREAKOUT**
**(FOR INFORMATION ONLY)**

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### Resurfacing Project M
Richland County, South Carolina

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<tr>
<th>ITEM #</th>
<th>DESCRIPTION</th>
<th>UNITS</th>
<th>Yorkton Ct</th>
<th>Touchfield Ct.</th>
<th>TOTAL PROJECT QUANTITY</th>
<th>UNIT PRICE</th>
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<td>HOT MIX ASPHALT SURFACE COURSE - TYPE C</td>
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(7) AFFIDAVIT

STATE OF _________________________

COUNTY OF _________________________

Personally appeared before me ____________________________ who being first duly sworn say that he is a member of the firm of ____________________________ and further says that his firm, association, or corporation has not either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the submission of a bid on the above-named project.

Further, ____________________________ swears and affirms that all legal formalities required for the proper execution of affidavits pursuant to the laws of his state have been complied with and further agrees, on behalf of himself, his firm, association, or corporation, that in any subsequent prosecution for perjury of him, his firm, association, or corporation, it shall not be a defense to such charge of perjury that said formalities were not in fact complied with.

SWORN to before me this ____________________________

Day ____________________________, 20________

________________________________________ ______________________ ________
Printed Name

________________________________________ ______________________ ________
Legal Signature

Notary Public for ____________________________
(8) DECLARATION

I certify that I am an officer of the firm listed below and under penalty of perjury under the laws of the United States and South Carolina declare that this firm, association or corporation has not either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the submission of a bid on the above-named project.

______________________________
Company

______________________________
Legal Signature

It is further proposed:

To do all Extra Work which may be required to complete the work contemplated, at unit prices or lump sums, to be agreed upon in writing prior to starting such extra work, or if such prices or sums cannot be agreed upon, to perform such work on a Force Account basis, as provided for in the Specifications.

To execute the form of Contract within Ten (10) days from the date of notice of award of contract from Richland PDT, to begin work on the date specified, and to prosecute said work so as to complete it as specified in the Contract Documents.

To furnish a Performance Bond in the full amount of the contract and a Payment Bond in the full amount of the contract.

To guarantee all of the work performed under this Contract to be done in accordance with the Specifications and in good and workmanlike manner; and to renew or repair any work which may be rejected, due to defective materials or workmanship, prior to final completion and acceptance of the work.

To furnish a statement, on demand of the County, showing financial and general responsibility.

It is understood that should the undersigned fail to execute the contract after an official award has been made the Surety executing this bond will, upon demand, forthwith make payment to the Richland County Treasurer’s Office of the total amount of the bond.

The County reserves the right, should tie bids be received, to choose the low bid by chance.

Seal

Signed: ____________________________
(Officer)

______________________________
(Company)

______________________________
(Address)
Incorporated under the laws of the State of: ______________________________

Remittance Address:

_________________________________

Email

_________________________________

_______________________________      _______________________

Telephone Number                  Toll-Free Number if available

_________________________________

Federal Tax ID Number              SC Sales Tax Number
(9) CERTIFICATIONS

I CERTIFY THAT THE FACTS AND REPRESENTATIONS UNDER MY COGNIZANCE WHICH ARE INCLUDED IN THIS JUSTIFICATION ARE COMPLETE AND ACCURATE AND IS BEING PROCURED PURSUANT TO THE AUTHORITY OF RICHLAND COUNTY CODE OF ORDINANCES.

REQUESTOR

____________________________________________________ Date: _____________________

Name

____________________________________________________

Title

____________________________________________________

Signature

CERTIFICATIONS

I CERTIFY THAT THE FACTS AND REPRESENTATIONS UNDER MY COGNIZANCE WHICH ARE INCLUDED IN THIS JUSTIFICATION ARE COMPLETE AND ACCURATE AND IS BEING PROCURED PURSUANT TO THE AUTHORITY OF RICHLAND COUNTY CODE OF ORDINANCES.

RICHLAND PDT PROCUREMENT MANAGER

____________________________________________________ Date: _____________________

Name

____________________________________________________

Title

____________________________________________________

Signature
COMMERCIAL NONDISCRIMINATION CERTIFICATION

The undersigned Offeror hereby certifies and agrees that the following information is correct: In preparing its response on this project, the Offeror has considered all proposals submitted from qualified, potential Subcontractors and suppliers, and has not engaged in “discrimination” as defined in the County’s Commercial Nondiscrimination Ordinance, Section 2-647: to wit: discrimination in the solicitation, selection or commercial treatment of any Subcontractor, vendor, supplier, commercial customer on the basis of race, color, religion, ancestry or national origin, sex, age marital status, sexual orientation or on the basis of disability or other unlawful forms of discrimination. With limiting the foregoing, “discrimination” also includes retaliating against any person or to her entity for reporting any incident of “discrimination.” With limiting any provisions of the solicitation for response for this project, it is understood and agreed that, if this certification is false, such false certification will constitute ground for the County to reject the response submitted by the Offeror on this project, and termination of any Contract awarded based on the response. As part of the its response, the Offeror shall provide to the County a list of all instances within the immediate past 4 years where there has been a final adjudication determination in a legal or administrative proceeding in the State of South Carolina that the Offeror discriminated against its Subcontractors, vendors, supplier or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken. As a condition of submitting a response to the County, the Offeror agrees to comply with the County’s Commercial Nondiscrimination Policy as described under its Commercial Nondiscrimination Ordinance, Section 2-647, and further agrees to cooperate fully with the County in its inquiries relating to compliance with this policy.

By: ________________________________

Its: ________________________________

SWORN to before me

This ______ day of ____________, 20____.

__________________________

Notary Public for South Carolina: ________________________

My Commission Expires: __________________
(11) PROMPT PAYMENT CLAUSE

(1) Subject to the provisions on retainage provided in Paragraph (2) below, when a subcontractor has satisfactorily performed a work item of the subcontract, the Contractor must pay the subcontractor for the work item within seven (7) calendar days of the Contractor’s receipt of payment from Richland County. A subcontractor shall be considered to have “satisfactorily performed a work item of the subcontract” when Richland County pays the Contractor for that work item.

(2) The Contractor may withhold as retainage up to ten (10%) percent of a subcontractor’s payment until satisfactory completion of all work items of the subcontract. “Satisfactory completion of all work items of the subcontract” shall mean when Richland County accepts the last work item of the subcontract. The Contractor must release to the subcontractor any retainage withheld within seven (7) calendar days subcontract or within seven (7) days from Richland County’s acceptance of the last work item of the subcontract, whichever is the latest to occur. However, upon documentation of good cause provided by the contractor and written concurrence by the Richland PDT, the Contractor may continue to withhold the retainage.

(3) Prior to receiving payment of each monthly estimate, the Contractor shall certify to Richland County that the construction estimate is complete and that all subcontractors have been paid for work covered by previous estimates, in accordance with sections 1 and 2.

(4) Failure to comply with any of the above provisions shall result in one or more of the following sanctions:

(1) no further payments to the Contractor unless and until compliance is achieved; (2) the Contractor being placed in default; and/or (3) the Contractor being declared delinquent, such delinquency being subject to procedures and penalties.
(12) CERTIFICATE OF FAMILIARITY

The undersigned, having fully familiarized with the information contained within this entire solicitation and applicable amendments, submits the attached bid and other applicable information to the County, which I verify to be true and correct to the best of my knowledge. I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies or equipment, and is in all respects, fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid. **By submission of a signed bid, I certify, under penalties of perjury, that the below company complies with section 12-54-1020(B) of the SC Code of Laws 1976, as amended, relating to payment of any applicable taxes.** I further certify that this bid is good for a period of one hundred and twenty (120) days, unless otherwise stated.

____________________________________
Company Name (As registered with the IRS) Authorized Signature

____________________________________
Correspondence Address Printed Name

____________________________________
City, State, Zip Title

____________________________________
Date Telephone Number

CONTRACTOR’S BIDDERS LICENSE # ________________________________

CONTRACTOR’S LICENSE # ________________________________

____________________________________
Telephone Number E-mail address

____________________________________
Federal Tax ID Number SC Sales Tax Number
(13) ESTABLISHMENT OF A DRUG FREE WORK PLACE

In accordance with Section 44-107-30, South Carolina Code of Law, 1976, as amended, and as a condition precedent to the Award of the Contract, the BIDDER, (hereinafter the Contractor), CERTIFIES on behalf of the Contract that the Contractor will provide a drug-free workplace by:

(1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensations, possession, or use of a controlled substance is prohibited in the Contractor’s workplace and specifying the actions that will be taken against employees for violations of the prohibition;

(2) Establishing a drug-free awareness program to inform employees about:
   a. the dangers of drug abuse in the workplace;
   b. the person’s policy of maintaining a drug-free workplace;
   c. any available drug counseling, rehabilitation, and employee assistance programs; and
   d. the penalties that may be imposed upon employees for drug violations;

(3) Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by item (1);

(4) Notifying the employee in the statement required by item (1) that, as a condition of employment on the Contract, the employee will:
   a. abide by the terms of the statement; and
   b. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after the conviction;

(5) Notifying Richland County within ten (10) days after receiving notice under item (4)(b) from an employee or otherwise receiving actual notice of conviction;

(6) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee convicted as required on Section 44-107-50; and

(7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of items (1), (2), (3), (4), (5), and (6).

WITNESSES: CONTRACTOR

____________________________  By:____________________________
Authorized Signature

____________________________
Date:______________________, 20_______    _____________________ __________
Printed Name
(14) NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PERMIT

IF THIS PROJECT DISTURBS 1 ACRE OR MORE (ANYWHERE IN THE STATE) OR DISTURBS ½ ACRE OR MORE WITHIN ½ MILE OF A RECEIVING WATERBODY IN ONE OF THE EIGHT COASTAL COUNTIES (HORRY, GEORGETOWN, BERKELEY, DORCHESTER, CHARLESTON, COLLETON, BEAUFORT AND JASPER), I ACCEPT the terms and conditions of the Storm Water Pollution Prevention Plan (SWPPP) as required by the general National Pollutant Discharge Elimination System (NPDES Permit Number SCR100000) issued to the owner/operator of the construction activity for which I have been contracted to perform construction related professional services. Further, I UNDERSTAND that I have become co-permittee to the general NPDES permit issued to the owner/operator of the facility for which I have been contracted to perform professional construction services. As a co-permittee, I UNDERSTAND that I, and my company, as the case may be, are legally accountable to the S.C. Department of Health and Environmental Control (DHEC), under the authorities of the Clean Water Act (CWA) and the S.C. Pollution Control Act, to ensure compliance with the terms and conditions of the SWPPP. I ALSO UNDERSTAND that the DHEC enforcement actions may be taken against any specific co-permittee or combination of co-permittees if the terms and conditions of the SWPPP are not met. Therefore, having understood the above information, I CERTIFY that I am receiving co-permittee status to the aforementioned general NPDES permit.

I FURTHER CERTIFY that the above requirement will be made part of any Subcontract Agreement involved with this project. In the event the SWPPP is amended by the owner, such amendments shall be incorporated into the plan and the Contractors and Subcontractors shall acknowledge by their signature.

FAILURE TO PERFORM THE ABOVE SELECTIONS AND REQUIREMENTS OR TO EXECUTE THE CERTIFICATION BELOW, WILL MAKE THE BID NON-RESPONSIVE AND NOT ELIGIBLE FOR AWARD CONSIDERATION.

I HEREBY ACKNOWLEDGE THAT ALL REQUIREMENTS INCLUDED IN THE PROPOSAL, ADDENDUMS, AMENDMENTS, PLANS, STANDARD SPECIFICATIONS, SUPPLEMENTAL SPECIFICATIONS, AND SPECIAL PROVISIONS ARE PART OF THIS BID AND CONTRACT.

BY CHECKING THIS BOX, I CERTIFY THAT I HAVE READ, UNDERSTAND, ACCEPT, AND ACKNOWLEDGE ALL OF THE ABOVE STATEMENTS.

Executed on__________20___.      Signed:   ______________________________________

(Officer/Bidder)

________________________________________

(Title)

________________________________________

(Company)

________________________________________

(Address)
## Small Local Business Enterprise (SLBE) Participation Sheet

Small Local Business Enterprises
The BIDDER shall utilize firms from the COUNTY’s SLBE certified directory. Additionally, the BIDDER must complete the information below on each certified firm and submit it with its Solicitation response.

Information relative to the COUNTY’s SLBE Ordinance and its Directory of Certified SLBEs can be found on the COUNTY’s website at: [http://www.rcgov.us](http://www.rcgov.us)

Information must be completed on this sheet and submitted with bid/proposal.

<table>
<thead>
<tr>
<th>Owner’s Name &amp; Address of SLBE (Subcontractor or Supplier)</th>
<th>SLBE Firm Name</th>
<th>Scope/Type of Work</th>
<th>Estimated Percentage (%) of Total Contract*</th>
<th>Estimated Dollar Value ($) of Total Contract**</th>
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*Percentage (%) of the total contract amount committed to each SLBE listed.

**The dollar value ($) of the total contract amount committed to each SLBE listed.

I hereby certify that this company has been contacted and accepted the scope / type of work listed above. Furthermore, I hereby certify that SLBEs listed above are willing to perform the work and that I am committed to utilizing the above firm(s) on this contract. This form may be reproduced or additional sheets added in order to provide all requested information.

I declare under penalty of perjury that the information provided herein is true and correct. SWORN to before me this __________ day of ___, 20__.  

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<tr>
<th>Company</th>
<th>Legal Signature</th>
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<tr>
<td>Notary Public for:</td>
<td>My Commission Expires:</td>
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</table>
Resurfacing Project M
Richland County, South Carolina

(16) SMALL LOCAL BUSINESS ENTERPRISE (SLBE) UNAVAILABILITY FORM-U

Richland County Office of Small Business Opportunity

SLBE UNAVAILABILITY FORM-U

I, ___________________________, (Title), of ___________________________, (Company), certify that on (Date) ___/___/___, 20___,

I contacted the following SLBE or ESLBE to obtain a bid for work items to be performed on the following:

Solicitation/Contract No.: ___________________________

SLBE/ESLBE (Name): ___________________________

Services Sought (Describe): ___________________________

Type of Bid Sought (i.e., Unit Price, Materials and Labor, Labor Only, etc.): ___________________________

CERTIFICATION: To the best of my knowledge and belief, the said SLBE/ESLBE was unavailable (exclusive of unavailability due to lack of agreement on price) for the service(s) sought on this Solicitation/Contract, or unable to prepare an offer, for the following reason(s) provided by the SLBE/ESLBE. I certify that the following statement is a true and accurate account of why the stated SLBE/ESLBE named on this certificate did not submit a bid as a subcontractor/sub-consultant on this solicitation/contract:

[Blank space for statement]

(NAME OF SLBE/ESLBE) ___________________________ was offered an opportunity to bid as a subcontractor/sub-consultant on the above Solicitation/Contract No. on ___/___/___, 20___.

Authorized Signature (Contractor): ___________________________

Print Name & Title: ___________________________ Date: ___/___/___, 20___

Notary: ___________________________

Commission Expires: ___________________________

(Seal)

SLBE FORM-U
Dated 12/30/2016
STATEMENT OF ASSURANCE, COMPLIANCE AND NON-COLLUSION

State of ___________________________ County of ___________________________

_________________________________________, being first duly sworn, deposes and says that:

1. The undersigned, as Vendor, certifies that every provision of this Submittal have been read and understood.

2. The Vendor hereby provides assurance that the firm represented in this Submittal:
   
   (a) Shall comply with all requirements, stipulations, terms and conditions as stated in the Submittal/Submittal document; and
   
   (b) Currently complies with all Federal, State, and local laws and regulations regarding employment practices, equal opportunities, industry and safety standards, performance and any other requirements as may be relevant to the requirements of this solicitation; did not participate in the development or drafting specifications, requirements, statement of work, etc. relating to this solicitation; and
   
   (c) Is not guilty of collusion with other Vendors possibly interested in this Submittal in arriving at or determining prices and conditions to be submitted; and
   
   (d) No person associated with Vendor’s firm is an employee of Richland County. Should Vendor, or Vendor’s firm have any currently existing agreements with the County, Vendor must affirm that said contractual arrangements do not constitute a conflict of interest in this solicitation; and
   
   (e) That such agent as indicated below, is officially authorized to represent the firm in whose name the Submittal is submitted.

   Name of Firm: __________________________________________

   Name of Agent: ____________________________ Signature ____________________________

   Title &Address: __________________________________________________________________

   City, State & Zip: ________________________________________________

   Telephone: __________________ Fax: __________________ e-mail: __________________

   Subscribed and sworn to me this _____ day of _________________, 20____.

   __________________________________________ My commission expires: ____________________
(18) ILLEGAL IMMIGRATION (NOV 2008)

By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in compliance with Title 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 (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14. [07-7B097-1]
(19) **LISTING OF SUBCONTRACTORS**

Any bidder in response to this Request for Bids shall set forth in his bid the Percent of Work, Name and Location of the place of business for each of the following subcontractors (if so specified) who may perform work or render services to the prime Contractor to or about the construction, or who will specifically fabricate or install a portion of the work. If the prime Contractor determines to use his own employees to perform any portion of the work for which he would otherwise be required to list a subcontractor, and if the prime Contractor is qualified to perform such work under the terms of the Request for Bids, the prime Contractor shall indicate this in his bid and not subcontract any of that work except with the approval of owner for good cause shown.

<table>
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<tr>
<th>Pay Item/s</th>
<th>Contract Amount in %</th>
<th>Sub-Contractor’s Name &amp; License #</th>
<th>Address/Location</th>
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Failure to list specified subcontractors shall render the prime Contractor's bid non-responsive. No prime Contractor whose bid is accepted shall substitute any person as a subcontractor in place of the subcontractor listed in the original bid, except as specified within the contract documents

**SUPERINTENDENT, PRIME CONTRACTOR**

If, as a result of this Bid a Contract is awarded, the Prime Contractor's job superintendent shall be:

__________________________
Print Superintendent's Name

BIDDER: ________________________________

SIGNATURE: ________________________________
(20) BIDDER'S CHECKLIST

Bidder is acknowledging that the following items have been provided with the bid/proposal.

_____ Bid Bond
_____ Affidavit
____ Declaration
_____ Certifications
_____ Commercial Nondiscrimination Certification
_____ Certificate of Familiarity
_____ Drug Free Workplace
_____ National Pollutant Discharge Elimination System Permit
_____ Small Local Business Enterprise (SLBE) Participation Form
_____ Small Local Business Enterprise (SLBE) Unavailability Form-U
_____ Statement of Assurance, Compliance and Non-Collusion
_____ Listing of Subcontractors
_____ Acknowledgement of Addenda (if applicable)

#1 _____    #4 ______
#2 _____    #5 ______
#3 _____    #6 ______

COMPANY ______________________________________________

AUTHORIZED SIGNATURE __________________________________
(21) BOND REQUIREMENTS

**BID BOND:** Each offeror shall submit with his Bid a Bid Bond with a surety company licensed in South Carolina, in the amount of five percent (5%) of the total Bid amount. The Bid Bond penalty may be expressed in terms of a percentage of the Bid price or may be expressed in dollars and cents.

**CERTIFIED CHECKS:** A certified check may be submitted in lieu of a Bid Bond, and it shall be made payable to the Richland County Treasurer's Office, in the amount of 5% of the total Bid amount.

Bid Bonds/Certified Checks will be returned to the unsuccessful bidders after award and will be returned to the successful bidder after acceptance of the final contract by the successful bidder.

**PERFORMANCE and PAYMENT BOND:** The successful contractor shall pay the cost and furnish within ten days after written notice of acceptance of Bid, separate Performance and Payment Bonds. The Surety shall issue the bonds in the amount of 100% of the total contract covering the entire term of the contract as awarded.

**PERFORMANCE BOND and PAYMENT BOND:** Bonds must be issued by a Surety Company licensed to do business in South Carolina, with an “A” minimum rating of performance as stated in the most current publication of “Best’s Key Rating Guide, Property Liability” which shall show a financial strength rating of at least five (5) times the contract price. Each bond shall be accompanied by a Power of Attorney, authorizing the attorney-in-fact to bind the surety and certified to include the date of the bond.

**FAILURE TO SUBMIT CORRECT BID GUARANTEE WILL RESULT IN REJECTION OF YOUR BID.**
(22) INSURANCE REQUIREMENTS

Contractors working for the County of Richland are required to procure and maintain for the duration of their contract with the County insurance against claims for injuries to persons or damages to property which may arise from or in connection with work performed by the Contractor, his agents, representatives, employees or sub-consultants. The cost of such insurance shall be the responsibility of the Contractor.

These requirements shall be in addition to the insurance requirements listed in the contract.

A. The Contractor shall carry liability insurance with a reliable company licensed to do business in South Carolina. Coverage shall be at least broad as:
   1. Insurance Services Office (ISO) Commercial General Liability Coverage Form ("Occurrence") CG 00 01 10/01.
   2. Insurance Services Office Business Auto Coverage Form CA 00 01 1% 1 covering automobile liability for all "owned, hired and non-owned autos".

B. Contractor shall carry workers' compensation as required by the State of South Carolina and Employers Liability insurance (including applicable occupation disease provisions and all state endorsements.)

C. Contractor shall maintain limits no less than the following:
   1. COMMERCIAL GENERAL LIABILITY: $1,000,000 combined single limit per occurrence for bodily injury, property damage, and personal injury with a $2,000,000 general aggregate limit.
   2. BUSINESS AUTOMOBILE LIABILITY: $1,000,000 combined single limit per accident for bodily injury and property damage.
   3. WORKERS' COMPENSATION: Statutory limits are required by South Carolina state law, and employer's liability limits of $500,000 each accident, $500,000 policy limit, and $500,000 each employee.

D. Required policies are to contain, or be endorsed to contain, the following provisions:
   1. Commercial General Liability and Automobile Liability Coverages
      The County of Richland, its officials, employees and volunteers are to be covered as additional insureds as respects: Liability arising out of activities performed by or on behalf of the Contractors; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the County of Richland, its officials, employees or volunteers. To accomplish this objective, the County of Richland shall be named as an additional insured under the Contractor's general liability policy by attaching Insurance Services Office (ISO) Commercial General Liability Endorsement CG 20 10 10/01 (Additional Insured-Owners, Lessees or Contractors-Scheduled Person or Organization) and CG 2037 (Additional Insured- Owners, Lessees or Contractors-Completed Operations) or their equivalent endorsements. Contractors' insurance coverage shall be primary insurance as respects the County of Richland, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County of Richland, its officials, employees, or volunteers shall be in excess of the Contractor's insurance and shall not be required to contribute. To accomplish this objective, the following wording should be incorporated in the previously referenced additional insured endorsement.
      Other Insurance: This insurance is primary, and our obligations are not affected by any other insurance carried by the additional insured whether primary, excess, contingent or on any other basis. Any failure to comply with reporting provisions of the Contractor's policies shall not affect coverage provided to the County of Richland, its officials, employees or volunteers.
   2. Workers' Compensation
The Contractor shall agree to waive all rights of subrogation against the County of Richland, its officials, employees and volunteers for losses arising from work performed by the Contractor for the County of Richland.

E. Any deductibles or self-insured retentions larger than $5,000 must be declared to and approved by the County of Richland.

F. Each Insurance policy required by the County of Richland shall be endorsed to state that should any of the required policies be cancelled before the expiration date thereof, notice will be delivered to the County of Richland within policy provisions.

G. All coverages for subcontractors shall be subject to all the requirements stated herein.

H. Insurance must be placed with an approved insurance company with current Best's rating of A+, A, or A-and minimum Financial Size Category (FSC) of VIII or greater. Exceptions to this requirement must be approved in writing by the Safety & Risk Management Department.

I. The Contractor shall furnish the County of Richland with Certificates of Insurance noting the endorsements. The Certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the County of Richland, Procurement Department, before work commences. The County of Richland reserves the right to require complete, certified copies of all required insurance policies, at any time. Required certificates should be mailed to:

Richland PDT Procurement  
201 Arbor Lake Drive  
Columbia, South Carolina 29223  
Attn.: Procurement Manager
SPECIAL PROVISIONS

(23) STANDARDS AND REFERENCES:

This project is to be constructed under the SCDOT 2007 Standard Specifications for Highway Construction, the 2009 SCDOT Standard Drawings, the SCDOT 2004 Construction Manual, the SCDOT Supplemental Technical Specifications in effect at the time of the letting, and the following Special Provisions:

The above noted publications are available on the internet as follows, or may be obtained from the SCDOT Engineering Publications office at (803) 737-4533 or via e-mail at engrpubsales@dot.state.sc.us

<table>
<thead>
<tr>
<th>Publication</th>
<th>Link</th>
</tr>
</thead>
<tbody>
<tr>
<td>2009 SCDOT Standard Drawings</td>
<td>Standard Drawings Disclaimer</td>
</tr>
<tr>
<td>SCDOT Supplemental Technical Specifications</td>
<td>Supplemental Technical Specifications</td>
</tr>
<tr>
<td>Approved Products List for Traffic Control Devices in Work Zones</td>
<td>Traffic Engineering Manuals</td>
</tr>
</tbody>
</table>

(24) ERRATA TO 2007 STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION:


(25) SECTION 101: SUBSTANTIAL COMPLETION OF WORK

Section 101.3.76 is hereby replaced with the following:

101.3.76 Substantial Completion of Work

Substantial Completion of Work is the point in the project when work has been constructed to the typical section in the Plans over the entire length of the project including tie-ins, all pay items have been installed in reasonable conformance with the plans and specifications over the entire length of the project and all lanes of traffic are open to the public in their final configuration with the final applications of thermoplastic and raised pavement markers with the only remaining work to be performed being punch list items.

(26) SECTION 101: STANDARD DRAWINGS:

The Bidders are hereby advised that this project shall be constructed using the 2013 Standard Drawings with all updates effective at the time of the letting. The Standard Drawings are available for download at [http://www.scdot.org/doing/sd_Disclaimer.aspx](http://www.scdot.org/doing/sd_Disclaimer.aspx). All drawings that are updated are labeled with their effective letting date in red.
The Standard Drawings are available to purchase through the SCDOT Engineering Publications Sales Center. The Engineering Publication Sales Center is located in Room G-19 (basement level) of the SCDOT Headquarters Building, 955 Park Street, Columbia, South Carolina.

All references in the plans, standard specifications, supplemental specifications, supplemental technical specifications or special provisions to drawings under the previous numbering system are hereby updated to the new drawing numbers. Refer to sheets 000-205-01 through 000-205-07 to find new drawing numbers when looking for references to older drawing numbers.

(27) SECTION 102: EXAMINATION OF THE PROPOSAL OR PLANS:
Amend

Questions or clarifications concerning the Proposal, Contract and Bond for Highway Construction; plans; or other contract documents shall be in writing and email to Dale Collier, procurement@richlandpenny.com no later than 5:00 P.M. on March 8, 2017.

Modifications to the Proposal or Plans will be made by addendum only. It is the responsibility of the bidder to obtain a copy of each addendum and acknowledge receipt of each addendum with the submittal of the bid. A copy of each addendum will be posted online at www.RichlandPenny.com

(28) SECTION 102: PROPOSAL ITEMS AND QUANTITIES:
Amend
A list of bid items and quantities is on the bid form of these contract documents.

(29) SECTION 103: EXECUTION OF THE CONTRACT:
Section 103.6 is hereby replaced with the following:

Section 103.6 Execution of the Contract
After receiving the Contract prepared by the County, sign and return it, together with an acceptable Payment Bond, Performance and Indemnity Bond, and acceptable Certificates of Insurance to the Contracts Administrator within 10 (ten) calendar days from the date of the Notice to Proceed. No Contract will be executed by the County without the acceptable bonds and insurance certificates. No Contract will be considered effective until it has been fully executed by all parties thereto.

(30) SECTION 103: FAILURE TO EXECUTE THE CONTRACT AND PROVIDE BONDS AND INSURANCE CERTIFICATES:
Section 103.7 is hereby replaced with the following:

Section 103.7: Failure To Execute The Contract And Provide Bonds And Insurance Certificates
Failure of the Contractor to execute the Contract and provide acceptable bonds and insurance certificates within 10 (ten) calendar days from the date of the Notice to Proceed is just cause for the annulment of the award and forfeiture of the proposal guaranty. If the award is annulled, the proposal guaranty becomes the property of the County, not as a penalty, but as liquidated damages.

(31) SECTION 106: QUALITY CONTROL/QUALITY ASSURANCE TESTING
The Contractor shall be responsible for all required Quality Control (QC) sampling and
testing for asphalt. All sample and test results shall be submitted to and approved by the Engineer prior to continuation of work. The owner shall provide construction quality assurance testing required for this project, except for MANUFACTURERS MATERIALS CERTIFICATIONS AND CERTIFIED TEST REPORTS as required by the provision included below.

(32) **SECTION 106: QUALIFIED PRODUCT LISTINGS**
All references to “Approval Sheet” or “Approval Policy” are to be replaced with “Qualified Products Listings (QPL)” and “Qualified Products Policies (QPP)” respectively. This change includes all references in the SCDOT Standard Drawings, SCDOT Standard Specifications, SCDOT Supplemental Specifications, SCDOT Special Provisions, SCDOT Supplemental Technical Specifications, SCDOT Internet and Intranet websites, and all other documents produced by SCDOT.

(33) **SECTION 107: CONTRACT PROVISION TO REQUIRE CERTIFICATION AND COMPLIANCE CONCERNING ILLEGAL ALIENS**
By submission of this bid, the bidder as the prime contractor does hereby agree:
  a. to certify its compliance with the requirements of Chapter 14 of Title 8 of the S.C. Code of Laws regarding Unauthorized Aliens and Public Employment;
  b. to provide Richland County and/or SCDOT with any documents required to establish such compliance upon request; and
  c. to register and participate and require agreement from subcontractors and sub-subcontractors to register and participate in the federal work authorization program to verify the employment authorization of all new employees, or to employ only workers who supply the documents required pursuant to S.C.Code 8-14-20(B)(2).

(34) **SECTION 108: PROSECUTION OF THE RESURFACING WORK:**
It is the County’s intention that work on the roads in this contract be performed in a sequential manner. Once a construction activity (paving, shoulder work) has started on a road, the Contractor will continue this activity until it is complete before moving to another road. In the event the Contractor elects to use multiple crews on this project, work may proceed on more than one road, however in no case will construction activities be initiated on more roads than the number of work crews engaged in the work without the approval of the Project Engineer.

(35) **SECTION 108: PAVING OPERATIONS:**
The asphalt overlay or microsurfacing shall be applied in two separate and distinct operations, each operation representing about one-half of the roadway width and traffic shall be maintained continuously.
Unless otherwise directed by the Engineer, paving operations shall be scheduled such that the longitudinal joint exposed to traffic shall not extend beyond the length of pavement placed in one normal days operation (or 3 miles, whichever is greater) before dropping back to bring the adjacent lane forward.
(36) **SECTION 108: CONTRACT TIME AND DETERMINATION AND EXTENSION OF CONTRACT TIME:**
Completion Date for this contract shall be no later than November 30, 2018.

(37) **SECTION 108: FAILURE TO COMPLETE THE WORK ON TIME:**
Paragraph 1 of Section 108.9 is hereby replaced with the following:
If the Contractor fails to substantially complete the work by the contract completion date, the Contractor is liable for liquidated damages. Liquidated damages will be $500.00 for each day beyond the contract completion date that work items are not completed. This includes the application of pavement markings and grassing. Days to be charged for liquidated damages will not stop due to seasonal restrictions.

(38) **SECTION 400: HOT MIX ASPHALT QUALITY ASSURANCE:**
Section 3.9 of SC-M-400 will not apply.

(39) **SECTION 401: RATE OF APPLICATION:**
The pounds per square yard specified are set up as an average rate of application. The Engineer may direct variations wherever conditions warrant.

(40) **SECTION 401: LIQUID ASPHALT BINDER:**
There is no separate pay item for Liquid Asphalt Binder. Any cost associated with this item should be included in the price for Asphalt Patching or Surface Courses.

(41) **SECTION 401: DRESSING OF SHOULDERS:**
Prior to the placement of asphalt mixtures on existing roadways, the contractor will be required to remove all vegetation adjacent to the edge of pavement which impedes the placement of the asphalt mixture to the specified width. **This includes any overhanging tree limbs that may impede the contractor from performing the required work.** The contractor shall also remove and dispose of all excess asphalt which is disturbed during minor grading for widening or during removal of debris or grass from existing surface during preparation of surface for new lift. After the asphalt mixture has been placed, the contractor shall blade the disturbed material to the extent that the shoulder is left in a neat and presentable condition. All excess material shall be removed from the project. No direct payment shall be made for this work; all costs are to be included in the price of other items of work.

(42) **SECTION 401: TRANSPORTATION AND DELIVERY OF MIXES:**
See attached Supplemental Specification dated July 1, 2010 on page 56.

(43) **DIVISION 600: MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES:**
The Contractor is advised that all work involving design or installation of traffic control devices, including but not limited to signs, pavement markings, elements of work zone traffic control, signals, etc., shall be in compliance with the FHWA’s Manual on Uniform Traffic Control Devices (MUTCD), latest edition. The latest edition is defined as the edition that the Traffic Engineering Division of SCDOT recognizes as having been officially adopted (Engineering Directive, Memorandum 19) at the time the project is let, unless stated otherwise in the Special Provisions.

(44) **SECTION 600: TRAFFIC CONTROL:**
The Contractor shall execute the item of Traffic Control as required by the Standard Specifications, the plans, the Standard Drawings For Road Construction, these special provisions, all supplemental
specifications, the MUTCD, and the Engineer. This is an amendment to the Standard Specifications to require the following:

GENERAL REGULATIONS -

These special provisions shall have priority to the plans and comply with the requirements of the MUTCD and the standard specifications. Revisions to the traffic control plan through modifications of the special provisions and the plans shall require approval by the department. Final approval of any revisions to the traffic control plan shall be pending upon review by the Director of Traffic Engineering.

Install and utilize changeable message signs in all lane closures installed on high volume high-speed multilane roadways. Use of changeable message signs in lane closures installed on low volume low speed multilane roadways is optional unless otherwise directed by the plans and the Engineer. Install and use a changeable message sign within a lane closure set-up as directed by the Standard Drawings for Road Construction. When a lane closures is not present for any time to exceed 24 hours, remove the changeable message sign from the roadway. Place the sign in a predetermined area on the project site, as approved by the Engineer, where the sign is not visible to passing motorists. The preprogrammed messages utilized shall be in accordance with the Standard Drawings for Road Construction when used as part of the traffic control set-up for lane closures. Only those messages pertinent to the requirements of the traffic control situation and the traffic conditions are permitted for display on a changeable message sign at all times. At no time will the messages displayed on a changeable message sign duplicate the legends on the permanent construction signs.

During operation of changeable message signs, place the changeable message sign on the shoulder of the roadway no closer than 6 feet between the sign and the near edge of the adjacent travel lane. When the sign location is within 30’ of the near edge of a travel lane open to traffic, supplement the sign location with no less than 5 portable plastic drums placed between the sign and the adjacent travel lane for delineation of the sign location. Install and maintain the drums no closer than 3 feet from the near edge of the adjacent travel lane.

This requirement for delineation of the sign location shall apply during all times the sign location is within 30’ of the near edge of a travel lane open to traffic, including times of operation and non-operation. Oversized cones are prohibited as a substitute for the portable plastic drums during this application.

All signs mounted on portable sign supports shall have a minimum mounting height of 5’ from the ground to the bottom of the sign. All signs mounted on ground mounted u-channel posts shall have a minimum mounting height of 7’ from the ground to the bottom of the sign. Temporary “Exit” signs (M1025-00) shall be located within each temporary gore during lane closures on multilane roadways. Mount these signs a minimum of 7’ from the pavement surface to the bottom of the sign in accordance with the requirements of the MUTCD.

When covering signs with opaque materials, the Department prohibits attaching a covering material to the face of the sign with tape or a similar product or any method that will leave a residue on the retroreflective sheeting. Residue from tape or similar products, as well as many methods utilized to remove such residue, damages the effective reflectivity of the sign. Therefore, contact of tape or a similar product with the retroreflective sheeting will require replacement of the sign. Cost for replacement of a sign damaged by improper covering methods will be considered incidental to providing and maintaining the sign; no additional payment will be made.

Overlays are prohibited on all rigid construction signs. The legends and borders on all rigid construction signs shall be either reversed screened or direct applied.
Resurfacing Project M  
Richland County, South Carolina

Signs not illustrated on the typical traffic control standard drawings designated for permanent construction signs shall be considered temporary and shall be included in the lump sum price bid item for “Traffic Control” unless otherwise specified.

Install and maintain any necessary detour signing as specified by the typical traffic control standard drawings designated for detour signing, Part VI of the MUTCD, these Special Provisions, and the Engineer. The lump sum price bid item for “Traffic Control” includes payment for installation and maintenance of the detour signing.

The Contractor shall maintain the travel patterns as directed by the traffic control plans and shall execute construction schedules expeditiously. The Contractor shall provide the Resident Engineer with no less than a two-week prior notification of changes in traffic patterns.

During nighttime flagging operations, flaggers shall wear a safety vest and safety pants that comply with the requirements of ANSI / ISEA 107-2004 standard performance for Class 3 risk exposure or latest revisions and a fluorescent hard hat. The safety vest and the safety pants shall be retroreflectors and the color of the background material of the safety vest and safety pants shall be fluorescent orange-red or fluorescent yellow-green.

During nighttime flagging operations, the contractor shall illuminate each flagger station with any combination of portable lights, standard electric lights, existing street lights, etc., that will provide a minimum illumination level of 108 Lx or 10 fc.

During nighttime flagging operations, supplement the array of advance warning signs with a changeable message sign for each approach. These changeable message signs are not required during daytime flagging operations. Install the changeable message signs 500’ in advance of the advance warning sign arrays. Messages should be “Flagger Ahead” and “Prepare To Stop”.

Upon completion of the final riding surface on each road, the Contractor will be allowed up to 3 working days to begin eliminating shoulder drop-offs greater than 2” and continue the work until these drop-offs are eliminated.

During paving operations, the Department requires lane closures at all times where grade elevation differences and drop-offs greater than 2” exist adjacent to or between the travel lanes of a roadway opened to traffic, unless otherwise specified by these special provisions. Maintain lane closure restrictions at all times unless otherwise directed by these special provisions.

During surface planing and milling operations, the department requires lane closures at all times where grade elevation differences and drop-offs greater than 1” exist adjacent to or between the travel lanes of a roadway opened to traffic, unless otherwise specified by these special provisions. If this grade elevation difference exceeds 1”, mill the adjacent travel lanes or pave the milled travel lanes as necessary to eliminate these grade elevation differences before opening the travel lanes to traffic at these locations. Maintain lane closure restrictions at all times unless otherwise directed by these special provisions.

During the paving operations, the length of roadway with an acceptable grade elevation difference less than or equal to 2” shall not exceed 2 miles. During the surface planing operations, the length of roadway with an acceptable grade elevation difference less than or equal to 1” shall not exceed 2 miles.

LANE CLOSURE RESTRICTIONS -  
The Contractor shall install all lane closures as directed by the 2007 Standard Specifications for Highway Construction, the Standard Drawings for Road Construction, these special
provisions, the MUTCD, and the Engineer. The Contractor shall close the travel lanes of two-lane two-way roadways by installing flagging operations. The Contractor shall close the travel lanes of multilane roadways as directed by the typical traffic control standard drawings designated for lane closures on primary routes.

The Department prohibits lane closures on primary routes during any time of the day that traffic volumes exceed 800 vehicles per hour per direction. The Department reserves the right to suspend a lane closure if any resulting traffic backups are deemed excessive by the Engineer. Maintain all lane closure restrictions as directed by the plans, these special provisions, and the Engineer.

Flagging operations are considered to be lane closures for two-lane two-way operations and shall be subject to all restrictions for lane closures as specified by this contract.

Lane closures, including flagging operations, are restricted to maximum distances of 2 miles. Install all lane closures according to the typical traffic control standard drawings. On occasions when daytime lane closures must be extended into the nighttime hours, substitute the nighttime lane closure standards for the daytime lane closure standards.

The Department reserves the right to suspend a lane closure if any resulting traffic backups are deemed excessive by the Engineer. Maintain all lane closure restrictions as directed by the Standard Specifications, these special provisions, and the Engineer.

LANE CLOSURE RESTRICTIONS - (EXTENDED HOLIDAY PERIODS) –

The Department reserves the right to restrict the installation of lane closures on interstates and high volume primary routes when the presence of a lane closure will seriously hinder normal traffic flow during extended holiday periods. An extended holiday period is hereby defined as those days preceding and following the holiday that experience significant increases in the volume of traffic due to the holiday as determined by the Department. Also, the Department reserves the right to increase an extended holiday period if excessive traffic disruptions occur during those days prior to and after the established extended holiday period.

Extended holiday periods include but are not limited to the week of Easter, the week of Thanksgiving, the weeks before and after the 4th of July, and the weeks before and after Christmas. The Department recommends the Contractor submit inquiries to the Engineer regarding specific days of an extended holiday period 90 days prior to the holiday. The Contractor should make these inquiries annually due to the progressive nature of the calendar.

The specific days and dates listed below are modifications to sub-section 601.1.3 of the 2007 Standard Specifications for Highway Construction and apply to this project.

The District Engineering Administrator may reduce or extend the extended holiday lane closure prohibitions listed below as necessary.

EXTENDED HOLIDAY LANE CLOSURE PROHIBITIONS

<table>
<thead>
<tr>
<th>HOLIDAY</th>
<th>DURATION</th>
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<tbody>
<tr>
<td>EASTER</td>
<td>10:00 AM SUNDAY PRIOR – 6:00 AM TUESDAY AFTER</td>
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<tr>
<td>JULY 4TH</td>
<td>NO LESS THAN 7 DAYS PRIOR – NO LESS THAN 7 DAYS AFTER (Specific Dates Per Engineer)</td>
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<td></td>
<td>(Recommend Contractor request specific dates 90 days prior)</td>
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Resurfacing Project M  
Richland County, South Carolina

THANKSGIVING 10:00 AM SUNDAY PRIOR – 6:00 AM TUESDAY AFTER  
CHRISTMAS NO LESS THAN 7 DAYS PRIOR – 6:00 AM JANUARY 3RD  
(Specific Dates Per Engineer)  
(Recommend Contractor request specific dates 90 days prior)

SHOULDER CLOSURE RESTRICTIONS -  
On interstate highways, the Department prohibits the Contractor from conducting work within the limits of a paved shoulder or within 10’ of the near edge of an adjacent travel lane under a shoulder closure. All work that may require the presence of personnel, tools, equipment, materials, vehicles, etc., within the limits of a paved shoulder or within 10’ of the near edge of an adjacent travel lane shall be conducted under a lane closure.

On primary and secondary roadways, the Department prohibits the Contractor from conducting work within 1’ or less of the near edge of an adjacent travel lane under a shoulder closure. All work that may require the presence of personnel, tools, equipment, materials, vehicles, etc., within 1’ of the near edge of an adjacent travel lane shall be conducted under a lane closure.

The Contractor shall install all shoulder closures as directed by the typical traffic control standard drawings, “Traffic Control--Drawing No. 610-205-00” through “Traffic Control--Drawing No. 610-330-00” and the Engineer. Substitution of the portable plastic drums with oversized cones during nighttime shoulder closures is PROHIBITED.

GUARDRAIL REPLACEMENT -  
The Contractor shall replace any length of guardrail removed within 48 hours of the removal or within the same working day if the guardrail is at a bridge location where bridge piers or a similar type of hazard is present. The area subject to the requirement for replacement in the same working day shall be from a point 100’ in advance of the first bridge pier on the approach to the bridge location to a point 10’ beyond the last pier at the same location.

The guardrail replacement operations are subject to all lane closure and shoulder closure restrictions. The Contractor may remove more guardrail than can be replaced in the same day unless the guardrail is in place to provide protection for bridge piers. Upon removal of the guardrail, the Contractor shall maintain no less than a shoulder closure in place at each guardrail replacement location until the guardrail replacement operation is completed for that location.

The Contractor shall install and maintain lane closures or shoulder closures as necessary until the removed guardrail is replaced. If the Contractor is unable to conduct the guardrail replacement operation under a shoulder closure within the requirements of these special provisions, the Contractor shall replace the shoulder closure with a lane closure prior to beginning the work. However, all lane closure and shoulder closure restrictions shall be maintained.

TYPICAL TRAFFIC CONTROL STANDARD DRAWINGS –  
The typical traffic control standard drawings of the “Standard Drawings for Road Construction”, although compliant with the MUTCD, shall take precedence over the MUTCD. The typical traffic control standard drawings of the “Standard Drawings for Road Construction” shall apply to all projects let to contract.

Install the permanent construction signs as shown on the typical traffic control standard drawings designated for permanent construction signing.

ADDENDUMS
Traffic Control Pay Items

(Addendums to the “2007 Standard Specifications for Highway Construction”)

(A) Trailer-Mounted Changeable Message Signs –

Sub-section 606.5 Measurement (paragraph 2) –

Trailer-mounted changeable message signs are included in the lump sum item for Traffic Control in accordance with Subsections 107.12 and 601.5 of the “2007 Standard Specifications for Highway Construction”. No separate measurement will be made for trailer-mounted changeable message signs unless the contract includes a specific pay item for trailer-mounted changeable message signs.

The Contractor shall provide, install, operate, and maintain the trailer-mounted changeable message sign per traffic control set-up as directed by the Plans, the “Standard Drawings for Road Construction”, these Special Provisions, the Specifications, and the Engineer.

Sub-section 606.6 Payment (paragraph 2) –

In addition to Subsections 107.12 and 601.6, the payment for Traffic Control is full compensation for providing, installing, removing, relocating, operating, and maintaining trailer mounted advance warning arrow panels and trailer-mounted changeable message signs as specified or directed and includes providing the units’ primary power source; repairing or replacing damaged or malfunctioning units within the specified time; providing traffic control necessary for installing, operating, and maintaining the units; and all other materials, labor, hardware, equipment, tools, supplies, transportation, incidentals, and any miscellaneous items necessary to fulfill the requirements of the pay item in accordance with the Plans, the Specifications, and other items of the Contract.

Sub-section 606.6 Payment (paragraph 3) –

Disregard this paragraph unless the Contract includes a specific pay item for trailer-mounted changeable message signs.

(B) Construction –

Sub-section 601.4.2 Construction Vehicles (paragraph 2) –

When working within the rights-of-way of access-controlled roadways such as Interstate highways, the Contractor’s vehicles may only change direction of travel at interchanges. These vehicles are prohibited from crossing the roadway from right side to median or vice versa. Use a flagger to control the Contractor’s vehicles when these vehicles attempt to enter the roadway from a closed lane or crossing the median area. Ensure that the flagger does not stop traffic, cause traffic to change lanes, or affect traffic in any manner. The Contractor’s vehicles may not disrupt the normal flow of traffic or enter the travel lane of the roadway until a sufficient gap is present.

The Contractor shall have flaggers available to control all construction vehicles entering or crossing the travel lanes of secondary and primary routes. The RCE shall determine the necessity of these flaggers for control of these construction vehicles. The RCE shall consider sight distance, vertical and horizontal curves of the roadway, prevailing speeds of traffic, frequency of construction vehicles entering or crossing the roadway, and other site conditions that may impact the safety of the workers and motorists when determining the necessity of these flaggers. Ensure that these flaggers do not stop traffic, cause traffic to change lanes, or affect traffic in any...
manner. The Contractor’s vehicles may not disrupt the normal flow of traffic or enter the travel lane of the roadway until a sufficient gap is present.

(C) Category I Traffic Control Devices –

*** (Effective on all projects let to contract after May 1, 2010) *** Sub-section 603.2.2 Oversized Traffic Cones (paragraph 6) -

Reflectorize each oversized traffic cone with 4 retroreflective bands: 2 orange and 2 white retroreflective bands. Alternate the orange and white retroreflective bands, with the top band always being orange. Make each retroreflective band not less than 6 inches wide. Utilize Type III – Microprismatic retroreflective sheeting for retroreflectorization on all projects let to contract after May 1, 2010 unless otherwise specified. Separate each retroreflective band with not more than a 2-inch non-reflectorized area. Do not splice the retroreflective sheeting to create the 6-inch retroreflective bands. Apply the retroreflective sheeting directly to the cone surface. Do not apply the retroreflective sheeting over a pre-existing layer of retroreflective sheeting.

Sub-section 603.2.3 Portable Plastic Drums (paragraph 3) -

Reflectorize each drum with Type III – Microprismatic retroreflective sheeting: 2 orange and 2 white retroreflective bands, 6 inches wide on all projects let to contract after May 1, 2010 unless otherwise specified. Alternate the orange and white retroreflective bands with the top band always being orange. Ensure that any non-reflectorized area between the orange and white retroreflective bands does not exceed 2 inches. Do not splice the retroreflective sheeting to create the 6-inch retroreflective bands. Apply the retroreflective sheeting directly to the drum surface. Do not apply the retroreflective sheeting over a pre-existing layer of retroreflective sheeting.

(D) Truck-Mounted Attenuator –

Sub-section 605.4.2.2 Truck-Mounted Attenuators (paragraph 6) –

Attach each truck-mounted attenuator to the rear of a truck with a minimum gross vehicular weight (GVM) of 15,000 pounds (actual weight). If the addition of supplemental weight to the vehicle as ballast is necessary, contain the material within a structure constructed of steel. Construct this steel structure to have a minimum of four sides and a bottom. A top is optional. Bolt this structure to the frame of the truck. Utilize a sufficient number of fasteners for attachment of the steel structure to the frame of the truck to ensure the structure will not part from the frame of the truck during an impact upon the attached truck mounted attenuator. Utilize either dry loose sand or steel reinforced concrete for ballast material within the steel structure to achieve the necessary weight. The ballast material shall remain contained within the confines of the steel structure and shall not protrude from the steel structure in any manner.

(E) Flagging Operations –

Sub-section 610.4.1.1 Flagging Operations (paragraph 1) –

Use a flagging operation to control the flow of traffic when two opposing directions of traffic must share a common travel lane. A flagging operation may be necessary during a lane closure on a two-lane two-way roadway, an intermittent ramp closure or an intermittent encroachment of equipment onto a portion of the roadway. Utilize flagging operations to direct traffic around work activities and maintain continuous traffic flow at reduced speeds when determined to be appropriate by the RCE. As stated above, flagging operations shall direct traffic around the work activities and maintain continuous traffic flow; therefore, stopped traffic shall not be required to stop for time durations greater than those listed below unless otherwise directed by the RCE.
LENGTH OF CLOSURE          MAXIMUM TIME DURATION FOR STOPPED TRAFFIC
1 MILE or LESS                                                                 5 Minutes
1 to 2 MILES                                                                      7 ½ Minutes

If the work activities require traffic to be stopped for periods greater than 5 to 7 ½ minutes as stated above, consider alternate work methods, conducting work activities during times of lowest traffic volumes such as during the hours of darkness or complete road closure with detour installation.

PERMANENT CONSTRUCTION SIGNS -
Install the permanent construction signs as shown on the typical traffic control standard drawing, A Typical I Traffic Control--Drawing No. 605-010-02" as follows:

Willowood Parkway
SCHEME E:
NB Three Dog Rd    24 Square Feet
SB Three Dog Rd    24 Square Feet
Total            48 Square Feet

Misty Glen Court
SCHEME E:
WB Brookstone Way    24 Square Feet
EB Brookstone Way    24 Square Feet
Total            48 Square Feet

Tipton Circle
SCHEME E:
NB Koon Rd            24 Square Feet
SB Koon Rd            24 Square Feet
Total            48 Square Feet
Staffwood Drive
SCHEME E:
NB Koon Rd 24 Square Feet
SB Koon Rd 24 Square Feet
Total 48 Square Feet

Riverwalk Way
SCHEME E:
NB Riverwalk Way 24 Square Feet
SB Riverwalk Way 24 Square Feet
Total 48 Square Feet

Torwood Drive
SCHEME E:
WB Swandale Dr 24 Square Feet
WB Meadowlake Dr 24 Square Feet
Total 48 Square Feet

Green Rose Road
SCHEME E:
SB Stockport Rd 24 Square Feet
NB Winslow Way 24 Square Feet
Total 48 Square Feet

North Crossing Drive & Teal Way
SCHEME E:
NB Rhame Rd 24 Square Feet
SB Rhame Rd 24 Square Feet
Total 48 Square Feet

Toms Chase Road
SCHEME E:
EB Bridgecreek Dr 24 Square Feet
WB Bridgecreek Dr 24 Square Feet
Total 48 Square Feet

Aiken Hunt Circle
SCHEME E:
EB Aiken Hunt Cir 24 Square Feet
WB Aiken Hunt Cir 24 Square Feet
Total 48 Square Feet

Woodlands Ridge Road
SCHEME E:
EB Valhalla Dr 24 Square Feet
WB Valhalla Dr 24 Square Feet
Total 48 Square Feet
Pay Items
Payment for Traffic Control does not include payment for permanent construction signs. Separate payment shall be made for this item. Measurement and payment for this item shall be as follows:
PERMANENT CONSTRUCTION SIGNS -

This item consists of the signs that are erected at the termini of the project before any work begins and remain in place until the project is completed except in a case of contiguous projects; all other signs shall be considered temporary.

Each sign assembly consisting of construction signs designated by WC20 as the first designator shall be supplemented with orange flags and lights as necessary. The sign assemblies shall be supplemented with two orange flags (18 inches by 18 inches) at all times. These sign assemblies shall be supplemented with Type AA@ low intensity flashing warning lights as well on projects that require construction activities, lane closures, and/or modifications of existing traffic patterns during the hours of darkness and/or where required by the Plans.

Method of Measurement:

The signs, erected on suitable supports, will be measured by the actual square feet of panel installed. No deduction will be made for corner radii.

Basis of Payment:

Payment for signs measured per square foot shall be full compensation for fabrication of the sign panel with proper sheeting and legend, erection on galvanized 3 lb. U-Section posts per departmental specifications, furnishing of all mounting hardware, handling, and maintenance until project is completed.

(45) SECTION 610: WORK ZONE CONTROL PROCEDURES:

The first sentence of Section 610.3 of the 2007 Standard Specifications is hereby revised to:

“Ensure that background color of personal protective apparel is either fluorescent Yellow-Green or fluorescent Orange-Red, and meets ANSI Standard 107-2004 National Standard for High Visibility Apparel Class 2 (or Class 3 as necessary) Performance Criteria, or latest edition.”

Note #12 of Standard Drawing 610-005-00 is hereby revised to:

“During nighttime flagging operations, flaggers shall wear a Safety Vest and Safety Pants meeting ANSI Standard 107-2004 National Standard for High Visibility Apparel Class 3 Performance Criteria, or Latest Edition, and a Hardhat. The color of the apparel background material shall be either fluorescent Yellow-Green or fluorescent Orange-Red.”

(46) SECTION 624: PERMANENT PAVEMENT MARKING:

See specification dated December 2, 2011 on page 57.

(47) EMERGENCY CONTACT:

The Contractor shall furnish the County Engineer with the name and phone number of a person who can be contacted 24 hours a day in case of an emergency. This person may be called to go to the job site to reestablish erosion control measures, clean sediment basins, catch basins or dry wells if necessary.
PERMITS AND LICENSES:
It is the responsibility of the Contractor to obtain any licenses and/or permits required to complete the work in this contract. No additional compensation will be due to the Contractor for this work, or for any delays due to acquisition of the permits and/or licenses.
May 4, 2009

(49) ERRATA TO 2007 STANDARD SPECIFICATIONS AND HIGHWAY CONSTRUCTION

Make the changes listed below to correct errata in the SDCOT 2007 Standard Specifications for Highway Construction:

DIVISION 100 GENERAL PROVISIONS
SECTION 101 DEFINITIONS AND TERMS
Subsection 101.2 Abbreviations and Acronyms
Amend the table of SCDOT OFFICIALS AND OFFICES as follows:

<table>
<thead>
<tr>
<th>DELETIONS</th>
<th>REPLACEMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>BDE* Bridge Design Engineer</td>
<td>PSE* Preconstruction Support Engineer</td>
</tr>
<tr>
<td>BDGE* Bridge Design Geotechnical Engineer</td>
<td>GDSE* Geotechnical Design Support Engineer</td>
</tr>
<tr>
<td>SHE* State Highway Engineer</td>
<td>DSE* Deputy Secretary for Engineering</td>
</tr>
</tbody>
</table>

*Wherever it appears in the text, replace the deleted abbreviation with the new abbreviation.

SECTION 102 BIDDING REQUIREMENTS AND CONDITIONS
Subsection 102.8 Irregular Bids
Paragraph 2, item E, first sentence; delete the word "the" after the word "When".

SECTION 105 CONTROL OF WORK
Subsection 105.6 Cooperation with Utilities
Paragraph 1, last sentence; change the word "THE" to "the".

DIVISION 200 EARTHWORK
SECTION 202 REMOVAL OF STRUCTURES AND OBSTRUCTIONS
Subsection 202.5 Measurement
Paragraph 5, second bullet; change the words "Brick sidewalk" to "Concrete, brick or stone sidewalks".

SECTION 204 STRUCTURE EXCAVATION
Subsection 204.2.1.2 Structure Excavation for Culverts
Paragraph 1, at the end of the first sentence; change "Subsection 204.4" to "Subsection 204.5".

DIVISION 400 ASPHALT PAVEMENTS
SECTION 401 HOT MIXED ASPHALT (HMA) PAVEMENT
Subsection 401.2.1.2 Liquid Anti-Stripping Agent
Paragraph 1, first sentence; delete the period at the end of the sentence and add "and SC-M-406.".

Subsection 401.2.5 Material for Full Depth Patching
Paragraph 1, delete and replace with the following: "Use an approved SCDOT Intermediate Type C mix for all Full Depth Patching."

Subsection 401.5 Measurement
After paragraph 10, add the following paragraph:
The measurement of Prime Coat is the number of gallons of asphalt material applied to the completed and accepted base course.

**Subsection 401.6 Payment**

After paragraph 12, add the following paragraph:

13 "The payment for Prime Coat is at the contract unit price for Prime Coat and includes compensation for all labor, equipment, tools, maintenance, and incidentals necessary to complete that work."

**Subsection 401.6 Payment**

Paragraph 13, **Table of Pay Items**

Change paragraph reference number "13" to "14" and add the following Pay Item:

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Pay Item</th>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>4010005</td>
<td>Prime Coat</td>
<td>GAL</td>
</tr>
</tbody>
</table>

**SECTION 403 HMA SURFACE COURSE**

**Subsection 403.5 Measurement**

Paragraph 1, first sentence; change "HMA Intermediate Course" to "HMA Surface Course".

**Subsection 403.6 Payment**

Paragraph 1, first sentence; change "HMA Intermediate Course" to "HMA Surface Course".

**SECTION 407 ASPHALT SURFACE TREATMENT – DOUBLE TREATMENT**

**Subsection 407.5 Measurement**

Paragraph 1, first sentence; add the word "is" after "(Double Treatment Type (1, 2, 3, 4, or 5))".

**SECTION 408 ASPHALT SURFACE TREATMENT – TRIPLE TREATMENT**

**Subsection 408.5 Measurement**

Paragraph 1, first sentence; add the word "is" after "(Triple Treatment Type (1 or 2))".

**DIVISION 600 MAINTENANCE AND TRAFFIC CONTROL**

**SECTION 625 PERMANENT PAVEMENT MARKINGS**

**FAST DRY WATERBOURNE PAINT**

**Subsection 625.2.2.4.11 Lead Content**

Paragraph 1, first sentence; change 6% to 0.06%.

**SECTION 627 THERMOPLASTIC PAVEMENT MARKINGS**

**Subsection 627.4.10 Inspection and Acceptance of Work**

Paragraph 2, first sentence; change "period of 90 days" to "period of 180 days".

**Subsection 627.4.10 Inspection and Acceptance of Work**

Paragraph 2, second sentence; change "90-day observation period" to "180-day observation period".

**Subsection 627.4.10 Inspection and Acceptance of Work**

Paragraph 3, first sentence; change "90-day period" to "180-day period".

**DIVISION 700 STRUCTURES**

**SECTION 709 STRUCTURAL STEEL**

**Subsection 709.4.3.5.2 Submittals and Notification**

Paragraph 1, delete the last two sentences and replace them with, “The Department’s review and acceptance are required before any field welding will be permitted.”

**Subsection 709.6.3 Pay Items** (page 650)

Subsection heading number; change subsection heading number from "709.6.3" to "709.6.4".

**SECTION 712 DRILLED SHAFTS AND DRILLED PILE FOUNDATIONS**

**Subsection 712.4.4 Dry Construction Method**

Paragraph 2, last sentence in A; change "Drilled Shaft Report " to "Drilled Shaft Log".
Subsection 712.4.10.4 Excavation Cleanliness
Paragraph 1, last sentence; change "Drilled Shaft Report" to "Drilled Shaft Log".

Subsection 712.4.10.6 Shaft Load Test
Change first paragraph reference number from “2” to “1”.

Subsection 712.6.10 Drilled Pile Set-Up
Insert paragraph reference number “1” to the left of the first paragraph.

SECTION 723 DECK JOINT STRIP SEAL
Subsection 723.1 Description
Insert paragraph reference number “3” to the left of the third paragraph.

SECTION 726 BRIDGE DECK REHABILITATION
Subsection 726.4.1 General
Insert paragraph reference number “1” to the left of the first paragraph.

Subsection 723.4.6 Full Depth Patching (page 790)
Subsection heading number; change subsection heading number from "723.4.6" to "726.4.6"

SECTION 727 CROSSHOLE SONIC LOGGING OF DRILLED SHAFT FOUNDATIONS
Subsection 726.6 Payment (page 807)
Subsection heading number; change subsection heading number from "726.6" to "727.6"

DIVISION 800 INCIDENTAL CONSTRUCTION
SECTION 805 GUARDRAIL
Subsection 805.5 Measurement
Paragraph 4; amend as follows:
"The quantity for the pay item 8053000 Additional Length Guardrail Post is the length of required post
installed in excess of the standard length post based on the system being installed, measured by the
linear foot (LF), complete, and accepted."

SECTION 815 EROSION CONTROL
Subsection 815.1 Description
Paragraph 1, first sentence; change “temporary flexible pipe” to “temporary pipe”.

Subsection 815.5 Measurement
Paragraph 13; delete the first sentence and replace it with the following sentence:
"The quantity for Temporary Pipe Slope Drains is measured and paid for in accordance with Subsections
803.5 and 803.6 respectively."

Subsection 815.5 Measurement
Delete paragraph 19.

Subsection 815.6 Payment
After paragraph 15, add the following paragraph:
16 Payment for Removal of Silt Retained by Silt Fence is full compensation for removing and
disposing of sediment deposits accumulated by silt fences as specified or directed and includes all
materials, labor, equipment, tools, supplies, transportation, and incidentals necessary to fulfill the
requirements of the pay item in accordance with the Plans, the Specifications, and other terms of
the Contract.

Subsection 815.6 Payment
Change original paragraph number “16” to “17”.

Subsection 815.6 Payment
Pay Item table; change the Unit for Item No. 8156214 to "EA".
INDEX:
Amend as follows:
Page I-3, after "Bridge Deck Rehabilitation, measurement and payment:"
Delete page 807.
Page I-12, after "Letting:"
Replace page 19 with page 9.
Page I-13, after "Overhead Sign Structure:"
Replace page 488 with page 495.
Page I-15, after "Proof Rolling:"
Delete page 98.
Page I-18, after "Structural Steel, turned and ribbed bolts:"
Replace page 624 with page 625.
Page I-19, after "Waterproofing, bridge deck:"
Delete page 907.
Page I-20, after "Working Drawings:"
Replace page 543 with page 779.
TRANSPORTATION AND DELIVERY OF MIXES

Subsection 401.4.17, Transportation and Delivery of Mixes, of the Standard Specification will be deleted in its entirety and replaced with the following:

Transport the HMA from the plant to the point of use in vehicles meeting the requirements of Subsection 401.3.7. Do not permit any load of HMA to leave the plant so late in the day that it cannot be spread, finished, and compacted during daylight of that same day unless an approved artificial lighting system is provided. Ensure that HMA mixtures containing the asphalt binder grades below are produced and delivered to the jobsite within the acceptance range listed in the table below with exception that Base C and D mixtures will be produced and delivered at a temperature range of 240º-275º F. The mix temperatures will be checked using SC-T-84. Ensure the HMA mixtures are held within the acceptance range based on Binder Performance Grade in the Job Mix Formula. Deliver mixture within the acceptance range for temperature to assist in obtaining density requirements which provide smooth riding pavements with uniform texture.

<table>
<thead>
<tr>
<th>Binder Performance Grade</th>
<th>Acceptance Range (ºF)</th>
</tr>
</thead>
<tbody>
<tr>
<td>PG 64-22</td>
<td>265º-325º</td>
</tr>
<tr>
<td>PG 70-22</td>
<td>285º-335º</td>
</tr>
<tr>
<td>PG 76-22</td>
<td>300º-350º</td>
</tr>
</tbody>
</table>

Note: This temperature specification does not apply to WMA (SC-M-408). Refer to the HMA Contractor’s QC Plan for mix acceptance range based on selected asphalt plant WMA technologies.
PERMANENT PAVEMENT MARKINGS

Section 624
624.1 Description

Apply durable permanent markings to roadways designated in the Plans or Special Provisions. Apply lines at the widths and patterns shown in the Plans or as indicated in the Standard Drawings. For resurfacing projects, the existing markings may be used as a guide for placement of the new markings.

624.2 Materials

624.2.1 Permanent Pavement Marking Materials

Use one of the following three binder materials: thermoplastic, epoxy or polyurea. Apply thermoplastic or epoxy markings which meet the binder material requirements of Section 626, Epoxy Pavement Markings, and Section 627, Thermoplastic Pavement Markings, of the Standard Specifications. Apply polyurea pavement marking materials from the following approved suppliers: Epoplex - LS 90, 3M - Stamark LPM Series 1200, or other manufacturer's materials under project specific, conditional approval.

624.2.2 Drop-on Glass Beads

Use drop-on glass beads for thermoplastic and epoxy markings meeting the material requirements of Sections 626 and 627 of the Standard Specifications for AASHTO Type I beads, respectively. Use drop-on glass beads for polyurea pavement markings meeting the material requirements of Section 626 for AASHTO Type I beads.

In addition to the material requirements of Sections 626 and 627 of the Standard Specifications for AASHTO Type I beads, the following additional requirements shall be met:

- Drop-on glass beads shall not contain more than 200 ppm (total) arsenic, 200 ppm (total) antimony or 200 ppm (total) lead when tested to EPA methods 3052 and 6010B.
- 20% by volume of the Type I drop on glass beads shall have a refractive index of 1.9 or greater. The beads may be applied to the permanent marking in a uniform blend or using a double drop application.

Ensure that all beads have the appropriate performance enhancing coatings recommended by the bead manufacturer for the type of binder material selected.

624.3 Equipment

Use equipment to apply the permanent pavement markings that meets the requirements of the following Sections of the Standard Specifications:

- Section 626.3 - Epoxy and Polyurea
- Section 627.3 - Thermoplastic

624.4 Construction

624.4.1 Application of Permanent Pavement Markings

Apply the permanent pavement markings in accordance with the requirements of the following Sections of the Standard Specifications:

- Section 626.4.2 - Epoxy and Polyurea
Section 627.4.4 and 627.4.5 - Thermoplastic

Do not apply thermoplastic pavement markings on portland cement concrete surfaces.

Immediately before the application of the new pavement marking material, clean the rumble strips with a broom and/or jet of compressed air. Ensure that the pavement surface is free of all dust, dirt and any other loose material immediately prior to marking application.

624.4.2 Application of Drop-on Glass Beads – Permanent Markings

Use a single drop application of AASHTO Type I glass beads for all marking materials.

Mechanically apply Type I beads to the surface of the pavement marking material immediately after the material is applied to the pavement surface and while the marking material is still wet or, in the case of thermoplastic, in a molten state. Ensure that the beads are held by, and mechanically embedded in, the surface of the marking material. Make certain that the beads are uniformly distributed over the entire surface of the marking using a single drop application. Uniformly apply the Type I glass beads at a rate of 8 to 10 lbs. per 100 square feet of marking.

For epoxy markings, consider application of additional AASHTO Type III or IV beads meeting the material requirements of Section 626 of the Standard Specifications using a double drop method to aid in reducing no track time. If using a double drop method, uniformly apply the large beads first at a rate of 8 to 10 lbs. per 100 square feet of marking immediately followed by the application of the small beads. Make sure that all beads are properly embedded at 60% of their diameter. When using this double drop large/small bead combination, the 20% by volume mix of high index beads requirement of Section 624.2.2 will be waived.

Ensure that all beads have the appropriate performance enhancing coatings for the type of material selected.

624.5 Retro-Reflectivity Requirements

Measure marking retro-reflectivity using a Delta Light and Optics LTL-2000 or LTL-X hand held retroreflectometer.

Ensure that the markings achieve the initial minimum retroreflectance values shown in the following table. Make certain that these values are obtained within 30 days of marking placement, as measured with a LTL 2000 or LTL-X Retroreflectometer. Mark certain that the finished markings are uniformly retro-reflective as determined by visual inspection.

<table>
<thead>
<tr>
<th>Retro-reflectivity (mcd/lux/m2)</th>
<th>White</th>
<th>Yellow</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single Drop</td>
<td>375</td>
<td>250</td>
</tr>
</tbody>
</table>

Ensure that the markings maintain the minimum retroreflectance values shown in the following table for a period of 180 days. Take measurements within 30 days of the end of the observation period.

<table>
<thead>
<tr>
<th>Retro-reflectivity (mcd/lux/m2)</th>
<th>White</th>
<th>Yellow</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single Drop</td>
<td>325</td>
<td>200</td>
</tr>
</tbody>
</table>
The retro-reflectivity requirements do not increase if a double drop system is used to aid in reducing the no-track time of epoxy marking

624.6 Measurement

Measurement of permanent pavement markings is on a linear foot basis of actual line applied for each individual line.

624.7 Payment

Payment for the accepted quantities of permanent pavement markings will be on a linear foot basis for the width of lines listed in the bid item “Permanent Pavement Markings. Payment for symbols or work messages will be on a per each basis. See following table for pay items:

<table>
<thead>
<tr>
<th>Item Number</th>
<th>Pay Item</th>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>6241005</td>
<td>4&quot; WH.BRKNLINE PERM.PAVEMENT MARKING</td>
<td>LF</td>
</tr>
<tr>
<td>6241007</td>
<td>6&quot; WH.BRKNLINE PERM.PVMT.MARKING</td>
<td>LF</td>
</tr>
<tr>
<td>6241010</td>
<td>4&quot; WH SLD LNE PVT EL PERM.PVMT.MARKING</td>
<td>LF</td>
</tr>
<tr>
<td>6241012</td>
<td>6&quot; WH SLD LNE PVT EL PERM.PVMT.MARKING</td>
<td>LF</td>
</tr>
<tr>
<td>6241015</td>
<td>8&quot; WH. SLDLNES PERM.PVMT.MARKING</td>
<td>LF</td>
</tr>
<tr>
<td>6241020</td>
<td>12&quot; WH.SLDLNES PERM.PVMT.MARKING</td>
<td>LF</td>
</tr>
<tr>
<td>6241023</td>
<td>12INX18IN WH.TRIANG.YIELD BAR PERM.PVMKG</td>
<td>LF</td>
</tr>
<tr>
<td>6241025</td>
<td>24&quot; WH SLDLNES PERM.PVMT.MARKING</td>
<td>LF</td>
</tr>
<tr>
<td>6241030</td>
<td>WHITE SGL ARROWS PERM.PVMT.MARKING</td>
<td>EA</td>
</tr>
<tr>
<td>6241031</td>
<td>WH.SGL.FISH-HOOK PERM.PVMT.MARKING</td>
<td>EA</td>
</tr>
<tr>
<td>6241035</td>
<td>WH.WORD MESS&quot;ONLY&quot;-PERM.PVMT.MARKING</td>
<td>EA</td>
</tr>
<tr>
<td>6241036</td>
<td>WH.MESS&quot;STOP AHEAD&quot;PERM.PVMT.MARKING</td>
<td>EA</td>
</tr>
<tr>
<td>6241037</td>
<td>WH.WORD MESS. -“SCHOOL”- PERM.PVMT.MARKING</td>
<td>EA</td>
</tr>
<tr>
<td>6241038</td>
<td>WH.WRD.MESS.&quot;LANE ENDS-FT&quot;-PERM.PVMT.MKG</td>
<td>EA</td>
</tr>
<tr>
<td>6241039</td>
<td>WH.WORD MESS&quot;STOP&quot;-PERM.PVMT.MARKING</td>
<td>EA</td>
</tr>
<tr>
<td>6241040</td>
<td>WH.COMBO.ARROWS PERM.PVMT.MARKING</td>
<td>EA</td>
</tr>
<tr>
<td>6241041</td>
<td>WH.COMBO.FISH-HK.PERM.PVMT.MARKING</td>
<td>EA</td>
</tr>
<tr>
<td>6241043</td>
<td>WH.LANEDROP ARRW PERM.PVMT.MARKING</td>
<td>EA</td>
</tr>
<tr>
<td>6241045</td>
<td>R.R.CROSS.SYMBOLS-PERM.PVMT.MARKING</td>
<td>EA</td>
</tr>
<tr>
<td>6241050</td>
<td>HANDICAP SYMBOL-PERM.PVMT.MARKING</td>
<td>EA</td>
</tr>
<tr>
<td>6241064</td>
<td>4&quot; YEL.BRKN.LINES.PERM.PVMT.MARKING</td>
<td>LF</td>
</tr>
<tr>
<td>6241066</td>
<td>6&quot; YEL.BRKN.LINES.PERM.PVMT.MARKING</td>
<td>LF</td>
</tr>
<tr>
<td>6241074</td>
<td>4&quot;YEL.SLD.LNES.- PERM.PVMT.MARKING</td>
<td>LF</td>
</tr>
<tr>
<td>6241076</td>
<td>6&quot;YEL.SLD.LNES.- PERM.PVMT.MARKING</td>
<td>LF</td>
</tr>
<tr>
<td>6241078</td>
<td>8&quot;YEL.SLD.LNES.- PERM.PVMT.MARKING</td>
<td>LF</td>
</tr>
<tr>
<td>6241079</td>
<td>12&quot;YEL.SOLID LNE PERM.PVMT.MARKING</td>
<td>LF</td>
</tr>
<tr>
<td>6241080</td>
<td>24&quot;YEL.SOLID LNE PERM.PVMT.MARKING</td>
<td>LF</td>
</tr>
</tbody>
</table>
APPENDIX A - MAPS
Aerial Map – Clay Ct, Deuce Ct, Forty Love Pt, Match Point Dr, Racket Rd, Set Point Ct, Tennis Ct
Aerial Map – Pond Edge Ln, Willowood Pkwy
Resurfacing Project M
Richland County, South Carolina

Aerial Map – Glen Ridge Ct, Gleneagle Cir (NE section), Glenhawk Lp, Misty Glen Ct
Aerial Map – Persimmon Wood Ct, Staffwood Dr, Tipton Cir, Ultra Way
Resurfacing Project M
Richland County, South Carolina

Aerial Map – Brafield Pl, Bucktail Dr, Darcy Ct, Marway Ct, Riverwalk Way
Resurfacing Project M
Richland County, South Carolina

Aerial Map – Addy Ct, Balfour Ct, Chasewood Ct, Fawnwood Ct, Lancer Ct, Meadow Creek Dr, Tillbury Dr, Torwood Dr
Aerial Map – Clearidge Ct, Clearwell Ct, Elton Ct, Green Rose Rd, Lionburg Ct, Newcourt Pl, Ruthberry Ct, Sagamare Rd, Stamhope Ct, Touchfield Ct, Windward Ct, Yorktown Ct
Aerial Map – Toms Chase Rd
Aerial Map – North Crossing Ct, North Crossing Dr, Pintail Ln, Teal Way
Aerial Map – Avenel Ct, Brookline Ct, Doral Ct, Firestone Ct, Kenmure Ct, Sawgrass Ct, Spyglass Ct, Woodlands Ridge Rd
CONTRACT AGREEMENT
PDT-__________

THIS CONTRACT AGREEMENT is dated as of the ___ day of ___ in the year 2017 by and between RICHLAND COUNTY, SOUTH CAROLINA, (hereinafter called “Owner” or “County”) and ________________ (hereinafter called “Contractor”) for all work necessary to complete that project as described in the Richland County, South Carolina Office of Procurement’s Invitation to Bid No. PDT___________ (hereinafter called the “Project”), for which the Work under the Contract Documents may be the whole or only a part.

W I T N E S S E T H:

WHEREAS, the County has sought to contract with an independent contractor for the furnishing of all labor, supervision, materials and equipment required to perform and complete the Project as detailed in the Contract Documents; and

WHEREAS, the County solicited bids for the aforesaid Project that is needed; and

WHEREAS, the Contractor has represented to the County that its staff is qualified to provide the Project work required in this Contract in a professional and timely manner; and

WHEREAS, the County has relied upon the above representations by the Contractor; and

WHEREAS, the County’s Transportation Director has recommended that a Contract for aforesaid Project be entered into with the Contractor; and

WHEREAS, the Contractor desires to provide the aforesaid Project work pursuant to the terms and conditions contained below;

NOW, THEREFORE, in consideration of these promises and of the mutual covenants herein set forth, it is agreed by and between the Parties hereto as follows:

I. Definitions

Unless the context clearly requires otherwise, all capitalized terms used in this Contract shall have the meanings set forth in this Section One or elsewhere in the body of this Contract Form.

A. “Change Directive” means a written method for directing the Contractor to perform additional Work to the Contract when time and/or cost of the Work is not in agreement between the Owner and Contractor performing the Work.

B. “Change Order” means a mutually agreed upon written change in the Contract Time or Contract Scope of Work between the Contractor and the County which is presumed to include all time and compensation to which the Contractor may be entitled for any change in the Work.

C. “Claim” is defined in Section VIII of this Contract Document.

1
D. "Commencement Date" means the date specified in the Notice to Proceed as the date on which the Contractor shall begin providing the Work.

E. "Contract" or "Agreement" are used interchangeably and each mean this Contract and include all Contract Documents.

F. "Contract Documents" means all exhibits, attachments, specifications, and any addenda to this Contract that are incorporated by reference into this Contract and which are referenced at Exhibit A, the County’s "Invitation for Bids," and all other exhibits listed in Section XIII of this Contract Form.

G. "Contract Form" shall mean this written agreement document executed by the County and by the Contractor and shall not include exhibits and other Contract Documents.

H. "Contract Price" means the price listed in the Contract for service to be received in return.

I. "Contract Time" means the time for the Contractor to achieve Final Completion as provided in the Schedule.

J. "Contractor" has the meaning assigned above to that term, and includes that company’s agents, Employees and representatives.

K. "Contract Quantities" means the estimated quantities listed on the bid form.

L. "County" means County of Richland, a public body politic and corporate and political subdivision of the State of South Carolina, or the Richland PDT.

M. "Day" means "calendar day." The term "calendar day" shall mean every day shown on the calendar. Calendar days will be consecutively counted regardless of weather, weekends, holidays, suspensions of Contractor’s operations, delays or other events as described herein.

N. The "Engineer" is ________________.

O. "Final Completion" is the date when the Project is fully completed, including all punch-list items, and the Engineer certifies that the Contractor has earned Final Payment. Final Completion may be used interchangeably with "Full Contract Term."

P. "Final Payment" means the last payment from the County to the Contractor of the entire unpaid balance of the Contract sum as adjusted by any approved Change Orders or Change Directives.

Q. "Notice to Proceed" means the written notice to be given by the County to the Contractor to commence Work under this Contract.

R. "Parties" shall mean Contractor and Owner.
S. "Plans and Specifications" shall together mean the plans, drawings, and specifications for the Work found in Exhibit A. "Plans" shall mean the plans for the Work found in Exhibit A. "Specifications" shall mean the specifications for the Work found in Exhibit A. "Drawings" shall mean the drawings for the Work found in Exhibit A.

T. "PDT Procurement Manager" means the Procurement & Contracting Manager of the Richland PDT.

U. "Procurement Director" means the Director for Richland County Procurement Office.

V. "Project" means the project for which the Contractor has agreed to perform the "Work."

W. "Project Manager" shall be the representative designated by the Richland PDT to serve as Project Manager for the Work.

X. "Project Site" means the site or sites where the Work is performed. This term is used interchangeably with "Work Site."

Y. "Richland PDT" means Richland PDT, A Joint Venture, which has contracted with the County to perform certain duties for the County in association with the Richland County Penny Transportation Program.

Z. "SCDOT" or "the Department" shall mean the South Carolina Department of Transportation.

AA. "Schedule" means the time for the Contractor to achieve Final Completion as provided in the schedule agreed to between the Parties as provided in Section VI.A.

BB. "Standard Specifications" shall mean the latest edition of the SCDOT Standard Specifications for Road and Highway Construction published as of the Effective Date of this Agreement, including any additions, addendums, and County supplemental specifications.

CC. "Substantial Completion" or "Substantially Complete" shall mean that date when the Engineer certifies that the Work is substantially complete as defined in the Contract Documents.

DD. "Unit Price Work" is work performed or to be performed by the Contractor based initially on estimated quantities listed by item (or Construction Item) in the Contract Documents.

EE. "Work" or "Scope of Work" means the work specified and described in Exhibit A, the County's Invitation for Bids on this Project and includes, but is not limited to, materials, workmanship, manufacture and fabrication of components, all labor, supervision, materials, equipment, tools, machinery, transportation, and supplies necessary
for the completion of the work as described in the Plans and Specifications for the Project and required under this Agreement to complete the Project.

FF. "Work Site" means the "Project Site" and is used interchangeably with that term.

II. The Project

A. Scope of the Work

1. The Contractor agrees to perform the Work required under this Agreement to complete the Project.

2. The Contractor shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the Work and the general and local conditions which can affect the Work or the cost thereof. Any failure by the Contractor to do so will not relieve it from responsibility for successfully performing the Work without additional expense to the County. The County assumes no responsibility for any understandings or representations concerning conditions or anything related to this Contract, made by any of its officers or agents prior to the execution of this Contract, unless such understandings or representations by the County are expressly stated in this Contract.

3. The Contractor has visited and inspected the Work Site and accepts the conditions at the Work Site as they eventually may be found to exist and warrants and represents that this Contract can and will be performed under such conditions, and that all materials, equipment, labor and other facilities required because of any unforeseen conditions (physical or otherwise) shall be wholly at the Contractor's own cost and expense, anything in this Contract to the contrary notwithstanding.

4. 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 to perform and complete all the Work required by this Contract, within the time herein specified, in accordance with the Plans and Plan Drawings covered by the Contract and any and all supplemental Plans and Drawings, and in accordance with the directions of the Engineer as given from time to time during the progress of the Work. It shall furnish, erect, maintain and remove such construction plant and such temporary works as may be required. The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the Contract Documents, and shall do, carry on, and complete the entire Work to the satisfaction of the Engineer and the County.

5. Work shall begin as indicated in the Notice to Proceed and be completed as indicated in Section III after the issuance of the Notice to Proceed, absent any extensions as allowed under this Agreement.
B. Contractor's Relationship with County.

1. The Contractor shall perform the Work in a competent and timely manner, and with respect to each type of work performed by Contractor as part of the Work, the Contractor shall use the highest degree of reasonable care and skill ordinarily exercised by other similar contractors performing services and obligations of a similar nature, and in accord with all applicable laws, rules, and regulations.

2. The Contractor in its performance of the Work is an independent contractor and shall not be deemed an employee of the County for any purpose whatsoever. The Contractor shall not hold itself or any of its subcontractors out as an employee of the County and shall have no power or authority to bind or obligate the County. The Contractor shall obtain and maintain all licenses and permits required by law for performance of this Agreement by it or its employees, agents, and servants and shall be responsible for the Contractor's subcontractors doing the same. The Contractor shall be liable for and pay all taxes required by local, State, or Federal governments, including but not limited to Social Security, workers' compensation, Employment Security, and any other taxes and licenses or insurance premiums required by law. No employee benefits of any kind shall be paid by the County to or for the benefit of the Contractor or its employees, agents, or servants by reason of this Agreement.

C. Engineer's Authority.

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

2. The Engineer shall decide the meaning and intent of any portion of the Specifications and any Plan or Drawings where the same may be found obscure or be in dispute. Any differences or conflicts in regard to the Work which may arise between the Contractor under this Contract and other contractors performing work for the County shall be adjusted and determined by the Engineer.

3. Inspectors, employed by the Engineer or by the County, shall be authorized to inspect all work done and materials furnished. Such inspection may extend to all or part of the Work and to the preparation or manufacture of the materials to be used. An inspector or inspectors will be stationed on site and will report to the Engineer as to the progress of the Work and the manner in which it is
being performed; also to report whenever it appears that the materials furnished and Work performed by the Contractor fail to fulfill the requirements of the Specifications and Contract Documents; and to call to the attention of the Contractor any such failure and other default; but no inspection nor any failure to inspect, at any time or place, however, shall relieve the Contractor from any obligation to perform all of the Work strictly in accordance with the requirements of the Contract Documents. In case of dispute arising between the Contractor and any inspector as to the materials furnished or the manner of performing the Work, the inspector shall have the authority to reject materials or suspend the Work until the question at issue can be referred to and decided by the Engineer.

4. The inspectors shall perform such other duties as are assigned to them. They shall not be authorized to revoke, alter, enlarge, or release any requirements of these Specifications, nor to approve or accept any portion of the Work, nor to issue instructions contrary to the Plans and Specifications. Inspectors shall in no case act as foremen to perform other duties for the Contractor, nor interfere with the management of the Work by the latter. Any instructions which the inspectors may give the Contractor shall in no way be construed as binding the Engineer or the County in any way, nor releasing the Contractor from fulfillment of the terms of the Agreement.

5. The County at any time and in its sole discretion may name a different Engineer than the one stated herein by providing notice of same in writing to the Contractor.

III. Term

A. The Contractor shall not commence Work prior to the issuance of a Notice to Proceed, nor later than ten (10) Days after issuance of the Notice to Proceed.

B. The Contractor shall achieve Substantial Completion of the Project by [date], 20__, absent any extensions as provided for herein ("the Substantial Completion.

C. The Contractor shall achieve Final Completion of the Project within thirty (30) Days after the Work is Substantially Complete.

IV. Contract Price

A. Contract Price.

1. The Contractor shall perform the Work, beginning on the Commencement Date, and shall be paid for Work performed, including all labor and items necessary to accomplish and complete the Work, in accordance with all terms and conditions as stated in the Contract Documents, for the total all inclusive price of [amount] ("the Contract Price.") Actual payments will be based on verified quantities actually incorporated in the Work as priced in Contractor’s Bid or as lump sum items.
2. The amount as specified may be increased or decreased by the County through the issuance of a Change Order, Change Directive, or Additional Work. Any prices specified in Contractor’s Bid or any such Change Order will remain firm for the term of this Contract and any Amendment thereto.

B. Payments.

1. Invoicing.

a) The Contractor shall submit its monthly invoices itemizing all labor and materials for which payment is requested such that they are received by the Project Manager for the County no later than 5:00 PM on the last business day of each month. Assuming the Project Manager and the County accept an invoice and the invoice does not require correction, the invoice shall be paid no later than thirty (30) Days after its approval by the County.

b) The County shall retain ten (10%) percent from each payment as retainage. Such retainage is due and payable to the Contractor upon Final Completion and Acceptance of the Project by the County. When the Work reaches fifty (50%) percent complete, the Contractor may request, in writing, that no further retainage be withheld on future payments from the County for the remainder of the Project, provided that the Contractor is on schedule and there are no known unpaid bills for Work incorporated into the Project. The County in its sole discretion may determine whether or not to freeze or otherwise reduce retainage if so requested by the Contractor.

c) An invoice improperly not paid by the County shall earn interest at the rate of one (1%) percent per annum from the due date of the invoice.

d) The Contractor shall submit invoices in original form complete with all supporting documentation, as necessary, summarized in a format directed by the County, and shall reference the Project number.

e) The Contractor’s invoices shall be clearly marked with Project number.

f) The Contractor’s invoices shall indicate the time period during which the Work was performed for which the invoice is submitted.

g) The Contractor shall sign each invoice summary certifying that all Work covered by the invoice is complete and that the invoice is correct and authentic.

h) The Contractor shall prepare all invoices in a form satisfactory to and approved by the County.
i) At the County’s request, the Contractor shall furnish evidence that all labor and materials furnished and equipment used during the period covered by any invoice have been paid for in full and that the Work is not subject to liens or claims on account thereof.

2. County Right to Decline Invoice Approval.

a) The County may decline to approve the Contractor’s invoices, in whole or in part, to the extent necessary to protect the County from loss because of:

b) defective Work not remedied,

c) third party claims filed or reasonable evidence indicating probable filing of such claims (including claims of lien),

d) failure of the Contractor to make payments properly to subcontractors or for labor, materials, or equipment,

e) reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price,

f) damage to the County, or another contractor performing work for the County,

g) failure to carry out the Work in accordance with the Contract Documents,

h) the withdrawal or suspension, or threatened withdrawal or suspension of governmental permits or approvals due to the negligent actions or default of the Contractor,

i) failure to comply with the Contract Documents, or

j) any breach by Contractor of the terms and conditions of the Agreement.

3. Payment Deductions and Withholding.

a) When any payment is withheld pursuant to this Section, the grounds for such withholding shall be provided to the Contractor. When the grounds for nonpayment are removed, payment shall be made for amounts withheld because of them, within thirty (30) Days after the last ground for nonpayment is removed, provided all other conditions precedent to payment have been satisfied.
b) The County shall not be deemed to be in breach of this Agreement by reason of the withholding of any payment pursuant to any provision of the Contract Documents.

C. Final Payment

1. Application for Payment:

a) After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections and Punch List Items identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents, and other documents, Contractor may make application for Final Payment following the procedure for progress payments.

b) This “Final Application for Payment” shall be accompanied (except as previously delivered) by:

(1) all documentation called for in the Contract Documents;

(2) consent of Contractor’s surety to Final Payment;

(3) a list of all Claims that Contractor believes are unsettled; and

(4) complete and legally effective releases or waivers (satisfactory to the County) of all claims of Contractor’s subcontractors and others in the chain of privity below Contractor (a “Subcontractor”) noticed or filed in connection with the Work.

c) In lieu of the releases or waivers of Subcontractor’s claims and if allowed and approved by the County, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a lien or claim by a Subcontractor could be filed; and (ii) all payrolls, materials and equipment bills, and other indebtedness connected with the Work for which County might in any way be responsible, or which might in any way result in liens or other burdens on County’s property, have been paid or otherwise satisfied. If any Subcontractor or supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to County to indemnify County against any damages or claim against the County arising out of the Work of the Contractor’s Subcontractors.

2. Engineer’s Review of Application and Acceptance:
a) If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the Final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten (10) Days after receipt of the Final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Final Application for Payment to County for payment. At the same time Engineer will also give written notice to County and Contractor that the Work is acceptable. Otherwise, Engineer will return the Final Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend Final Payment, in which case Contractor shall make the necessary corrections and resubmit the Final Application for Payment.

3. Payment Becomes Due:

a) Thirty (30) Days after the presentation to County of the Final Application for Payment and accompanying documentation, the amount recommended by Engineer, including retainage held back by the County, but less any sum County is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by County to Contractor.

b) Contractor's acceptance of Final Payment under this Contract from the County is a waiver by Contractor of any and all Claims against the County.

D. Estimated Quantities.

1. The County has endeavored to estimate the proposed quantities as accurately as possible using the latest information available for the Project. Within fifteen (15) Days after the issuance of the Notice to Proceed, the Contractor shall provide written verification of the quantities. Failure to do so shall mean the Contractor's acceptance of the quantities.

2. In addition, it will be the Contractor's responsibility to inform the Engineer/Inspector in writing when any Unit Price Work item (excluding lump sum items) is within ninety (90%) percent of the proposed quantity.

3. To affect the increase, deletion, and/or substitution, a "no cost" or "cost" Change Order signed by the Contractor must be submitted to the Procurement Director by the Engineer. No work shall be performed prior to approval of such Change Order.

E. Contingent Items.
1. “Construction Item(s)” in the Invitation to Bid that may be identified as being contingent on the "Summary of Quantities" sheets in the Plans, in the column headed "Contingent" and/or listed herein are provided in the Contract for use as directed by the Engineer and are included as part of Contractor’s Bid unless otherwise specified. The quantities for these Contingent Items may be increased or decreased by the County without any adjustment to the Contract unit price bid or the Contingent Items may be deleted entirely from the Contract by the County through the Engineer at the County’s sole discretion and at any time. The Contractor shall not submit a Claim against the County for any adjustment to the Contract unit price bid should the Contingent Items be increased, decreased or eliminated entirely.

2. Payment for any Contingent Items used will be made on the basis of the quantities as actually measured as specified in the Specifications, Supplement to the Specifications, Interim Specifications or Addenda, Plans or Special Provisions that are part of the Invitation to Bid.

F. Adjustment of Quantities.

1. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

2. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer.

3. Each unit price for a Unit Price Item will be deemed to include not only all direct labor and material cost for such item, but also an amount considered by Contractor to be adequate to cover all of Contractor’s other direct and indirect costs, including but not limited to overhead and profit for each separately identified item.

4. With regard to Unit Price Work items in the Contract Price, the County reserves the right, at any time, to make increases or decreases in quantities and alterations to the Plans or character of the Work, including, but not limited to, alterations in the grade or alignment of the roadway or structure(s) or both, as may be found necessary or desirable by the County. Such alterations are neither a waiver of any conditions of the Contract, nor a release of the Surety. The Contractor shall treat altered Work as if it were part of the original Contract Documents.

5. The County has the unilateral right to increase or decrease the quantity of any contract item. If the quantity increase or decrease with respect to a Unit Price
Item is less than twenty-five (25%) percent of the original quantity estimated for such item by the County in Exhibit A, there will be no change in the item’s unit price stated by the Contractor in Exhibit B. If the quantity of a unit increases twenty-five (25%) percent or more from the estimated amount for that item in Exhibit A, then the County shall determine if there should be a unit price adjustment because of the increases or decreases, provided that the Contractor makes a proper Claim.

6. If the altered or added Unit Price Work is of sufficient magnitude as to require additional time in which to complete the Project, the Contractor shall make a Claim for such additional time, and such time adjustment will be made at the determination of the County, if demonstrated by the Contractor that an extension in Contract Time is appropriate as provided for such a Claim.

7. An increase or decrease in the quantities of Unit Price Work in no way invalidates the Contractor’s unit bid price in Exhibit B or Contract Price except as stated in this Section IV, Subsection F. The Contractor shall make no Claim for any loss of anticipated profits or for any other type of damages because of any such alteration or because of any variation between the approximate quantities in Exhibit A and the actual quantities of Work performed. Contractor’s sole remedy for an increase in quantities is provided in this Section IV, Subsection F.

8. Contractor may make a Claim for an adjustment in the Contract Price associated with a change in quantities only if:

   a) the quantity of any item (including sub-items of a respective item) of Unit Price Work actually performed by Contractor is more than twenty-five (25%) percent higher from the estimated quantity of such item (including its respective sub-items) indicated in Exhibit A; and

   b) there is no corresponding adjustment with respect to any other item of Work that would offset the monetary amount of such increase; and

   c) Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense and the Parties are unable to agree as to the amount of any such increase; and

   d) Contractor timely makes a Claim for such adjustment and documents the same in accordance with the provisions for making a Claim in this Agreement.

9. County may seek an adjustment in the Contract Price for any unit item if:

   a) the quantity of any item (including sub-items) of Unit Price Work actually performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
b) County believes that it is entitled to an increase or decrease in Contract Price as a result of the changed quantities and the Parties are unable to agree as to the amount of any such increase or decrease.

10. The County incorporates herein by reference thereto SCDOT Standard Specification 104.2 only to the extent Contractor’s entitlement to compensation for any change in quantity of Unit Price Work, any alteration of Plans, or changes in the character of the Work is not expressly stated in this Contract Form.

G. Out of Scope “Additional” Work.

1. At the request of County, Contractor shall provide other work related to the Project that is not within the scope of the Work provided for in this Agreement (“Additional Work”). No existing Unit Price Work item may considered to be Additional Work.

2. Scope, costs and fees for Additional Work shall be determined prior to the Contractor starting such Additional Work by either: (1) mutually agreed to in writing as an Addendum or Change Order to this Agreement; (2) or by Change Directive by the County using the formula for compensation allowed for a Claim by the Contractor.

3. The County also may order Additional Work from the Contractor that is not directly specified within the scope of this Agreement or any Exhibit thereto.

4. The County agrees to pay the Contractor for the performance of the Additional Work pursuant to this Agreement in accordance with all terms and conditions as stated herein. If the compensation for the Additional Work is not agreed to by the County and the Contractor, compensation for the Additional Work shall be determined as would be compensation for a Claim by the Contractor as defined in this Agreement.

5. All Additional Work shall be documented by Contractor in a form with sufficient information suitable to the County. The Contractor should be prepared to provide evidence of all charges for Additional Work commensurate with the standard American Institute of Architects Cost-Plus Contract forms.

6. If the Additional Work is not calculated as a Claim at the County’s option, invoices for Rate Schedule Work shall be prepared and submitted as follows: Invoices for labor shall indicate the employee’s name, classification, and straight time and approved overtime hours.

7. Compensation for Additional Work that is established as an “hourly ‘not-to-exceed’ amount” will be paid at the billed or “not-to-exceed” amount, whichever is less. If fees and costs do not reach the limit of the “not-to-exceed” amount, the Contractor will not be entitled to receive the remainder of the “not-to-exceed” amount except as otherwise stated herein.
8. The Contractor shall be limited to the lesser of compensation as an Additional Work or compensation as a Claim in the event of a dispute between the Contractor and the County as to the amount of compensation due for any Work performed by the Contractor under this Agreement, and as to the amount of compensation due to Contractor for any work, labor, or equipment provided by the Contractor that conferred a benefit to the County in some way outside of any provision of this Agreement.

V. Inspection and Acceptance

A. All Work (which term includes, but is not restricted to materials, workmanship, manufacture and fabrication of components) shall be subject to inspection and test by the County and/or the SCDOT at all reasonable times and places prior to acceptance. Any such inspection and test is for the sole benefit of the County and/or the SCDOT and shall not relieve the Contractor of the responsibility of providing quality supplies to comply with the Contract requirements. No inspection or test by the County and/or the SCDOT shall be construed as constituting or implying acceptance of Work. Inspection or test shall not relieve the Contractor of the responsibility for damage to or loss of the material prior to acceptance, nor in any way affect the continuing rights (including warranty rights) of the County and/or the SCDOT after acceptance of the completed Work. The Contractor shall be responsible for his own Quality Control of the Work. The County will be responsible for payment of Independent Testing Laboratories Quality Control required in the Scope of Work.

B. No review by the County shall be construed as constituting or implying acceptance. Such review shall not relieve the Contractor of the responsibility to correctly perform the Work, nor shall it in any way affect the continuing rights (including warranty rights) of the County after acceptance of the completed Work.

C. The Contractor shall, without charge, correct or re-perform any Work found by the County not to conform to this Agreement’s requirements, unless the County consents in writing to accept such Work with an appropriate adjustment in the Contract Price. The Contractor shall promptly remove rejected material from the Work Site.

D. If the Contractor fails to correct or re-perform any Work not found to conform to the Contract requirements within a reasonable period of time after written notice to the Contractor, the County shall have the right to self-perform that Work and charge back the cost to correct or re-perform that Work to the Contractor.

E. Final acceptance of the completed Project will be upon Final Payment to the Contractor and final written acceptance by the County. The workmanship and material warranty period will begin upon this final written acceptance.

VI. Contract Schedule and Time

A. Time for Completion.
1. Time is of the essence for the Contractor’s performance of the Work.

2. It is hereby understood and mutually agreed, by and between the Contractor and County, that the date of beginning and the time for completion as specified in the Contract of 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 shall proceed based on the Schedule assigned to the Work in the Contract Documents.

3. The proposed Schedule shall be provided by the Contractor at the Pre-Construction Meeting, or at such earlier time as requested by the County or Engineer, and the County and the Contractor shall agree upon the Schedule. Upon the agreement by the County and the Contractor on the Schedule, the County and the Contractor shall each through their designated representatives sign a printed version of the Schedule and that Schedule shall be considered to be a part of the Contract Documents at Exhibit E. Any change to the Schedule thereafter that affects the Date of Substantial Completion and/or date of Final Completion shall be made by a Change Order and a written copy of the amended Schedule shall be attached to the fully executed Change Order.

4. The Contractor agrees that said Work shall be prosecuted regularly, diligently, and uninterruptedly at a rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the County, that the time for the completion of the Work described herein is a reasonable time for the completion of the same, taking into consideration the average climate range and usual industrial conditions prevailing in this locality.

5. The Contractor agrees to punctually and diligently perform all parts of the Work at the time scheduled by the Contractor which shall be subject to change by the County as deemed necessary or convenient to the overall progress of the Project. In furtherance of the Schedule, the Contractor agrees that the Contractor will keep itself continually informed of the progress of the job and will, upon its own initiative, confer with the County and the Project Manager so as to plan its Work in coordinated sequence with the Work of the County and of others and so as to be able to expeditiously undertake and perform the Work at the time most beneficial to the entire Project.

6. The Contractor will be liable for any loss, costs, or damages sustained by the County for delays in performing the Work hereunder, other than delays for which the Contractor may be granted an extension of time pursuant to the provisions of the Agreement.

7. If, in the reasonable opinion of the County, the Contractor is not complying with the Schedule or will not meet the date of Final Completion, the County may require the Contractor to provide additional manpower, or work
overtime, or expedite materials, and the Contractor shall take the necessary steps to comply, all without increase in Contract Price.

B. Liquidated Damages.

1. If the Contractor shall neglect, fail or refuse to complete the Work within the time herein specified, or any proper extension thereof granted by the County, then the Contractor does hereby agree, as part consideration for the awarding of this Contract, to pay the County 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 Day that Contractor shall be in default after the time stipulated in the Contract for completing the Work.

2. The said amount is fixed and agreed upon by and between the Contractor and the County because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the County would in such event sustain, and said amount is agreed to be the amount of damages which the County would sustain and said amount shall be retained from time to time by the County from payments of Contractor's invoices.

3. Any adjustment of the Contract time for completion of the Work granted in accordance with the provisions of this Contract will be considered in the assessment of liquidated damages.

4. Permitting the Contractor to continue and finish the Work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a waiver on the part of the County of any of its rights under this Contract.

5. County and Contractor agree to liquidated damages for each Day of delay (but not as a penalty) beyond the Substantial Completion Date as follows:

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Additional provisions concerning the Contractor's liability in certain specific events or circumstances are set forth throughout the Scope of Work. By signing this Contract, the
Contractor expressly agrees to the terms thereof.

6. Final Completion Liquidated Damages. After the Contractor has achieved Substantial Completion, the Contractor shall achieve Final Completion in the time stated in the Contract Documents for Final Completion after Substantial Completion. Should the Contractor fail to achieve Final Completion within the time stated in the Contract Documents for Final Completion after Substantial Completion, the County shall be entitled to liquidated damages for every Day of delay after Contractor's failure to achieve Final Completion. The amount of liquidated damages for each Day after the period by which the Contract Documents require Final Completion to occur after Substantial Completion is ten (10%) percent of the daily liquidated damages amounts provided for in the above Schedule of Liquidated Damages for each Day of overrun in Substantial Completion, but shall in no case be less than One Hundred ($100.00) Dollars and no/cents per Day.

C. Substantial Completion. When Contractor considers the entire Work ready for its intended use Contractor shall notify County and Engineer in writing that the entire Work is Substantially Complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.

1. Substantial Completion shall be no sooner than:

a) All construction activities for the Project are complete;

b) No Unit Price Work items that would require a lane closure are unfinished; and

c) All safety features are installed, function and are maintained properly; or

d) The date as determined by the Engineer using the criteria in the Standard Specifications, whichever is more onerous on the Contractor in the sole opinion of the Engineer.

2. The Contractor shall provide the Engineer and Project Manager with written notice at least seven (7) Days prior to reaching Substantial Completion that the Contractor expects to be Substantially Complete in seven (7) Days.

3. Promptly after Contractor's notification, County, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

4. If Engineer considers the Work Substantially Complete, Engineer will deliver to County a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of punch-list items (the "Punch List Items") to be completed or
corrected before Final Completion. County shall have seven (7) Days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list of Punch List Items. If, after considering such objections, Engineer concludes that the Work is not Substantially Complete, Engineer will, within seven (7) Days after submission of the tentative certificate to County, notify Contractor in writing, stating the reasons therefor. If, after consideration of County’s objections, Engineer considers the Work Substantially Complete, Engineer will, within said seven (7) Days, execute and deliver to County and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of Punch List Items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from County.

5. After receipt of the Punch List Items, the Contractor shall have thirty (30) Days to complete the Punch List Items and achieve Final Completion.

6. Upon Contractor’s completion of the Punch List Items and the Engineer’s approval of such Work, the Engineer shall certify Final Completion.

D. Claims for Additional Time and Related Compensation by Contractor.

1. The Contractor may make a Claim for extensions of time and compensation for the Work only under the following circumstances: if the progress of the Contractor’s Work in the critical path of the Schedule is delayed at any time in the commencement or progress of the Work by any event constituting an intentional act or neglect of the County; or by other causes that the County and Contractor may subsequently agree in writing may justify delay (“Excused Delay”), then the Contractor shall be entitled to additional compensation for its actual costs incurred as provided in this Agreement because of the Excused Delay, provided that the Contractor provided written notice of such Excused Delay and the circumstances surrounding it within seven (7) Days after Contractor knows or should know that any event or condition will adversely impact its Work in the critical path, as a condition precedent for any such event being an Excused Delay. The Contractor shall follow the procedures in this Agreement for making a Claim.

2. Weather Delays. “Weather Delays” are generally referred to as "rain days," and shall apply to Days when the Work cannot be undertaken due to adverse weather conditions. Time for hot, cold, and/or windy conditions have been allowed for in the allocated date of Substantial Completion. An average number of rain days are included in the Substantial Completion date determination. This was determined by the following method: Using the National Oceanic and Atmospheric Administration (NOAA) monthly reports, all days in each month in which rainfall in any part of the day exceeded .10 inch has been calculated and averaged. These averages are as follows: January 8; February 6; March 7; April 5; May 6; June 7, July 8, August 7, September 5, October 4, November 4, December 6. Rain delays, therefore, will only be considered when
the number of days in any month in which rainfall, as recorded by the weather bureau as .10 inch or greater, exceeds the number of days shown. Notwithstanding the days shown on the monthly report, time extensions for rain days will only be considered based upon actual conditions at the Project Site. If, in the opinion of the Contractor, adverse weather causes unsuitable conditions that prevent the Contractor from proceeding with the Work at any time during the term of this Contract, the Contractor shall submit written notification to the County within twenty-four (24) hours of the onset of said conditions. Notwithstanding the requirements of Section VIII, the Contractor shall make a Claim for time extension due to rain delays within seven (7) Days of issuance of the NOAA monthly report for the month in which the delay is claimed.

3. Force Majeure. It is further understood that the Contractor shall not be entitled to any damages or compensation from the County or be reimbursed for any losses on account of any delays resulting from any of the foregoing reasons or, without limitation, any reason for delay not under the direct or indirect control of the County, unless agreed to in writing by the County.

a) If the Contractor is delayed at any time in the progress of the Work by causes beyond the control and without the fault or negligence of the Contractor, the Contractor will bear its own additional costs and seek no additional compensation from the County for the Work. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the governmental entities other than the County, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) Weather Delays (any of which are a "Force Majeure Event").

b) Therefore, extensions of time shall be the Contractor's sole remedy for any and all Force Majeure Events. No payment or compensation of any kind shall be made to the Contractor for damages because of a Force Majeure Event, whether such Force Majeure Event be avoidable or unavoidable. The Contractor expressly agrees not to make, and hereby waives any Claim for damages on account of any Force Majeure Event for any cause whatsoever, including but not limited to the aforesaid causes and agrees that the Contractor's sole right and remedy in the case of any delay, obstruction, or hindrance, shall be an extension of the time fixed for completion of the Contract.

c) Without limitation, the County's exercise of its rights under the Section VII, regardless of the extent or number of such changes, shall not under any circumstances be construed as compensable, other than through an extension of time, it being acknowledged that the Contract amount includes and anticipates any and all delays, hindrances, or obstructions whatsoever from any cause, whether such be avoidable or unavoidable.
4. If Contractor fails to comply with this Section, Contractor shall be deemed to have waived any Claim arising out of or resulting from any such delay, without relieving Contractor of its obligations hereunder.

5. In the event of any Force Majeure Event, the Contractor and the County shall coordinate and cooperate to exchange any information and/or documentation related to any such Force Majeure Event in a manner that minimizes any adverse effect on the Work.

E. “No Excuse Incentive” Completion Date and Waiver of Contractor Claims.

1. This Section VI, Subsection E “No Excuse Incentive” Clause Does ______ Does Not ______ apply to this Agreement. (Check and Initial Applicable Box.)

2. The County will pay the Contractor a “No Excuse Incentive” if the Work in the Contract is Substantially Complete prior to the “No Excuse Incentive Completion Date,” which is the last Day of the Full Contract Term as defined in Section III, and in compliance with the conditions set forth below.

3. As a condition precedent to the Contractor’s right to request the No Excuse Incentive, the Contractor may not have made a Claim for an extension of the Schedule or requested an extension of the Schedule for any reason after the Schedule has become part of the Contract Documents.

4. The below paragraphs in this “No Excuse Incentive” Section of this Agreement apply only to the Contractor’s eligibility for the No Excuse Incentive and DO NOT APPLY TO ANY OTHER SECTION OF THIS AGREEMENT REGARDING TIME EXTENSIONS, DELAYS, CHANGE ORDERS, OR CLAIMS.

5. When work is deemed Substantially Complete by the Engineer, the Contractor will be paid an incentive based on the values shown in the table below, provided that the Contractor meets the criteria for the incentive:

<table>
<thead>
<tr>
<th>No Excuse Daily Incentive</th>
<th>Maximum payout of:</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1,500.00 for each Day Substantial Completion achieved prior to Full Contract Term</td>
<td>$45,000.00</td>
</tr>
</tbody>
</table>

6. The incentive will be accounted for as a lump sum addition on the Final Payment.

7. The County’s intent in including this incentive is to ensure Substantial Completion of the Project by the “No Excuse Incentive Completion Date.”
8. The Parties anticipate that delays may be caused by or arise from any number of events during the course of the Contract, including, but not limited to, Work performed, Work deleted, Change Orders, supplemental agreements, delays, disruptions, differing site conditions, utility conflicts, design changes or defects, time extensions, extra work, right of way issues, permitting issues, actions of suppliers, subcontractors or other contractors, actions by third parties, shop drawing approval process delays, expansion of the physical limits of the Project to make it functional, weather, weekends, holidays, suspensions of Contractor’s operations, or other such events, forces or factors sometimes experienced in highway construction work. SUCH DELAYS OR EVENTS AND THEIR POTENTIAL IMPACTS ON PERFORMANCE BY THE CONTRACTOR ARE SPECIFICALLY CONTEMPLATED AND ACKNOWLEDGED BY THE PARTIES IN ENTERING INTO THIS CONTRACT, AND SHALL NOT EXTEND THE “NO EXCUSE INCENTIVE” COMPLETION DATE SET FORTH ABOVE. Further, any and all costs or impacts whatsoever incurred by the Contractor in accelerating the Contractor’s Work to overcome or absorb such delays or events in an effort to complete the Contract by the “No Excuse Incentive” Completion Date, regardless of whether the Contractor successfully does so or not, shall be the sole responsibility of the Contractor in every instance and no Claims can be filed by the Contractor for such costs or impacts if the Contractor intends to request payment of the incentive.

9. In the event of a catastrophic event (i.e., hurricane or a declared state of emergency) directly and substantially affecting the Contractor’s operations on the Contract, the Contractor and the County shall agree as to the number of Days to extend the “No Excuse Incentive” Completion Date.

10. In the event the Contractor and County are unable to agree to the number of Days to extend the “No Excuse Incentive” Completion Date, the County shall unilaterally determine the number of Days to extend the “No Excuse Incentive” Completion Date reasonably necessary and due solely to such catastrophic event and the Contractor shall have no right whatsoever to contest such determination.

11. The Contractor shall have no rights under the Contract to make any Claim arising out of this “No Excuse Incentive” provision except as is expressly set forth in this Section.

12. As conditions precedent to the Contractor’s entitlement to any “No Excuse Incentive” the Contractor must:

a) Obtain Substantial Completion acceptance by the County, as determined by the Engineer on or before the “No Excuse Incentive” Completion Date.

b) Notify the County in writing, within thirty (30) Days of the final acceptance of the Work by the County, that the Contractor elects to be paid the “No Excuse Incentive” which the Contractor is eligible to be paid
based on the actual final acceptance date. SUCH WRITTEN NOTICE SHALL CONSTITUTE A FULL AND COMPLETE WAIVER, RELEASE AND ACKNOWLEDGMENT OF SATISFACTION BY THE CONTRACTOR OF ANY AND ALL CLAIMS, CAUSES OF ACTION, ISSUES, DEMANDS, DISPUTES, MATTERS OR CONTROVERSIES, OF ANY NATURE OR KIND WHATSOEVER, KNOWN OR UNKNOWN, AGAINST THE COUNTY, ITS EMPLOYEES, OFFICERS, AGENTS, REPRESENTATIVES, CONSULTANTS, AND THEIR RESPECTIVE EMPLOYEES, OFFICERS AND REPRESENTATIVES, THE CONTRACTOR HAS OR MAY HAVE AS TO WORK PERFORMED, WORK DELETED, CHANGE ORDERS, SUPPLEMENTAL AGREEMENTS, DELAYS, DISRUPTIONS, DIFFERING SITE CONDITIONS, UTILITY CONFLICTS, DESIGN CHANGES OR DEFECTS, TIME EXTENSIONS, EXTRA WORK, RIGHT OF WAY ISSUES, PERMITTING ISSUES, ACTIONS OF SUPPLIERS OR SUBCONTRACTORS OR OTHER CONTRACTORS, ACTIONS BY THIRD PARTIES, SHOP DRAWING APPROVAL PROCESS DELAYS, EXPANSION OF THE PHYSICAL LIMITS OF THE PROJECT TO MAKE IT FUNCTIONAL, WEATHER, WEEKENDS, HOLIDAYS, SUSPENSIONS OF CONTRACTOR’S OPERATIONS, EXTENDED OR UNABSORBED HOME OFFICE OR JOB SITE OVERHEAD, LUMP SUM MAINTENANCE OF TRAFFIC ADJUSTMENTS, LOST PROFITS, PRIME MARK-UP ON SUBCONTRACTOR WORK, ACCELERATION COSTS, ANY AND ALL DIRECT AND INDIRECT COSTS, ANY OTHER ADVERSE IMPACTS, EVENTS, CONDITIONS, CIRCUMSTANCES OR POTENTIAL DAMAGES, ON OR PERTAINING TO, OR AS TO OR ARISING OUT OF THE CONTRACT. THIS WAIVER, RELEASE AND ACKNOWLEDGMENT OF SATISFACTION SHALL BE ALL-INCLUSIVE AND ABSOLUTE, SAVE AND EXCEPT ANY ROUTINE COUNTY FINAL ESTIMATING QUANTITY ADJUSTMENTS.

13. Should the Contractor fail to actually complete the Contract and obtain Substantial Completion by the County as determined by the Engineer on or before the “No Excuse Incentive” Completion Date, or should the Contractor, having done so, fail to timely request the “No Excuse Incentive” for any reason, including but not limited to the Contractor choosing not to fully waive, release and acknowledge satisfaction as set forth in the immediately preceding paragraph, the Contractor shall have no right to any payment whatsoever under this Section.

VII. Changes

A. Change Orders.
1. A Change Order is a written order to the Contractor signed by the County, issued after execution of the Contract, authorizing a change in the Work or an adjustment to the compensation or Schedule for the Work. The Contract Price and the Schedule (or Contract Time) may be changed only by an executed Change Order. A Change Order signed by the Contractor conclusively indicates its agreement herewith, including that the adjustment in the compensation or the Schedule contained in the Change Order is sufficient to compensate the Contractor for all Claims that Contractor may have outstanding at the time the Change Order is signed by the Contractor.

2. Change Orders shall be submitted on the forms and pursuant to the procedures of the Richland PDT and/or the Project Manager as approved by the County.

3. The Contractor shall notify and obtain the consent and approval of the Contractor's surety with reference to all Change Orders if such notice, consent or approval is required by the County, the Contractor's surety or by law. The Contractor's execution of the Change Order shall constitute the Contractor's warranty to the County that the surety has been notified of, and consents to, such Change Order and the surety shall be conclusively deemed to have been notified of such Change Order and to have expressly consented thereto.

B. **Use of Change Order.** The County, without invalidating the Agreement, may order changes in the Work within the general scope of the Agreement consisting of additions, deletions or other revisions, including the addition or deletion of the Work or parts thereof. All such changes in the Work shall be authorized by Change Order, and shall be performed under the applicable conditions of the Contract Documents.

C. **Change Directive.** The County has the right to modify this Contract when the modification is in the best interest of the County. If the County and the Contractor cannot agree on the Change Order, the County shall issue a Change Directive directing the Contractor to either not perform Work or to perform Additional Work. In the event of no agreement on the cost of the Change Directive, the Contractor shall be compensated for such Additional Work as provided in the Contract Documents for a Claim.

D. **Cost of Change.** The cost or credit to the County resulting from a change in the Work or a Claim shall be determined in one or more of the following ways:

1. By mutual acceptance of a negotiated lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

2. By cost to be determined in a manner agreed upon by the Parties and a mutually acceptable fixed or percentage fee (as provided in the Contract Documents, if applicable);

3. By Unit Price Work item if specified in the Contract Documents; or
4. If there is no agreement between the County and the Contractor as the method to select to determine the cost of additional compensation to the Contractor for subsections D.1 and D.2, by the method provided to calculate a Claim.

E. **Disputed Change or Claim.** If none of the methods set forth in Section D.1 or 2 above are agreed upon for Additional Work, the Contractor, provided it receives a written order signed by the County as a Change Directive, shall promptly proceed with the Additional Work involved. The cost of such Additional Work shall then be determined as provided in Sections D, F, G, H, and I. The cost of a Change Order or Change Directive shall include all costs directly related to the change, and the Contractor shall itemize these costs and provide appropriate supporting data as may be necessary to establish correctness as provided for in the Contract Documents.

F. **Restrictions on Recoverable Damages.** Only the following items may be recovered by the Contractor with respect to Excused Delay Claims or other Claims. These costs are the exclusive remedy for the Contractor for a Claim. The County has no liability for damages beyond the following items:

1. Additional job site labor expenses.

2. Documented additional costs for materials.

3. Equipment costs, as determined in accordance with this subsection.

4. Documented costs of extended job site overhead.

5. An additional ten (10%) percent of the total of sub-items 1, 2, 3, and 4 above, for home office overhead and profit; however, this amount will not exceed the anticipated margin for home office overhead and profit provided for in the Contractor’s original bid. Additionally, home office overhead margins paid to the Contractor included in Change Orders are considered as partial or final compensation for these costs.

6. Bond costs.

7. Subcontractor costs determined by and limited to those items identified as payable under sub-items 1, 2, 3, 4, 5, and 6 above.

G. **Non-Recoverable Damages.** The parties agree that, in any Claim for damages by the Contractor, the County has no liability for the following items of damages or expense:

1. Profit in excess of that provided in sub-item 5 of Section F above.

2. Loss of profit.

3. Labor inefficiencies.
4. Home office overhead in excess of that provided in sub-item 5 of Section F above.

5. Consequential damages including, but not limited to, loss of bonding capacity, loss of bidding opportunities, and insolvency.

6. Interest and any other indirect costs or expenses of any nature other than those allowable under sub-item 4 of Section F above.

7. Attorneys' fees, claims preparation expenses, or costs of litigation.

8. Prejudgment interest on any amounts the Contractor may be found to be entitled for any Claim.

H. Computation of Extra Equipment Costs. For purposes of computing extra equipment costs for any Claim by the Contractor, rates used are based on the Contractor's actual costs for each piece of equipment. These rates must be supported by equipment cost records furnished by the Contractor. Equipment rates will not be allowed in excess eighty (80%) percent of those in the Rental Rate Blue Book with the appropriate adjustments noted herein. The stand-by rate is twenty-five (25%) percent of the operating rate.

I. Labor Rates. Labor rates for any Change Order or Claim not otherwise agreed to by the parties shall be computed in accordance with the United States Government’s General Decision Number SC140042 01/03/2014 SC42.

J. No Course of Dealing. No agreement by County to a particular Change Order submitted by Contractor shall be construed to establish a course of dealing between County and Contractor regarding labor or equipment rates, or any other costs. The failure of County to insist that Contractor satisfy any requirements for Change Order requests, including but not limited to the written notice requirements, shall in no way constitute a waiver of the County to insist that Contractor later satisfy such requirements or satisfy such requirements for subsequent Change Order requests.

VIII. Claims

A. Claim.

1. A “Claim” is a demand or assertion by the Contractor seeking, as a matter of right, adjustment or interpretation of the Contract Documents, Agreement terms, the payment of money, time or other relief or resolution of issues with respect to the Contract or Contract Documents. The term “Claim” also includes any other disputes or matters in question between County and Contractor arising out of or relating to the Agreement, the relationship of the County and the Contractor arising out of the Agreement, and including any Claim the Contractor may make related in any way to any act or omission of a third party. If the Contractor suffers injury or damage to person or property because of an act or omission of the County, the Project Manager, the Engineer, or any of their respective employees or agents, or of others for whose acts the Party is
legally liable, the Contractor must make a Claim for such injury and/or damages as provided in this Section.

2. Claims by the Contractor must be initiated by written notice or they are waived.

B. Notice of Claim. The Contractor acknowledges the prejudice to the County as a result of any attempted assertion by the Contractor of Claims except as specifically permitted herein in the precise manner and strictly within the time limits established herein. Claims by the Contractor must be initiated in writing (the “Initial Notice”) within seven (7) Days after the occurrence of the event giving rise to such Claim or the claim is waived. Claims must be initiated by written notice as provided in this Section to the County detailing the anticipated type and amount of impact in time and/or money of the event or condition. Within seven (7) Days after the conclusion of the event giving rise to such Claim, the Contractor shall give the County a “Final Notice” of the alleged impact on the Contractor in time and money. No additional Claim by a Contractor for the same subject matter may be made after the Final Notice for the Claim has been submitted or after the time for submission of the Final Notice has expired. The notice requirement in this Section shall be an express condition precedent to the Contractor’s right to recover under any Claim.

1. Claims by the Contractor must be made in writing. The Final Notice of any Claim must contain at least all of the following:

   (a) a narrative statement referencing and attaching the supporting documentation and specifically describing the legal, factual and architectural or engineering basis of the Claim;

   (b) if the Claim alleges delay to the critical path, the Claim must include the precise number of Days of delay claimed and all alleged impacts on the Work; and, after giving the County notice of intention to file a Claim for delay damages, the Contractor shall keep separate daily records of all labor, material, and equipment costs incurred for operations affected by the delay. The daily records must identify each operation affected by the delay. On a monthly basis after giving notice of intention to file a Claim for delay, the Contractor shall prepare and submit to the County's representative, written reports providing the following information: (i) Potential effect to the Schedule caused by the delay, (ii) Identification of all operations that the Contractor claims have been delayed, or will be delayed, (iii) Explanation of how the County's act or omission delayed each operation and an estimation of how much time is required to complete the project, and (iv) Itemization of all extra costs incurred, including: (1) An explanation as to how these extra costs relate to the delay and complete details of the Contractor's method of measurements, calculations, and resultant quantifications; (2) Identification of all
project employees for whom the Contractor seeks additional compensation, and (3) Identification by make, model, and manufacturer's number of all items of equipment for which the Contractor seeks additional compensation.

(c) if the Claim alleges acceleration or constructive acceleration of the Work, the Claim must demonstrate the benefits that have been achieved by the acceleration. No Claims for acceleration for Work that is not on the critical path shall be permitted. Claims for additional compensation or time for alleged acceleration shall be limited as provided in the Contract Documents; and

(d) if the Claim is for additional compensation, the Claim must include a detailed calculation of the precise amount claimed with all supporting documentation.

2. Within seven (7) Days after the Initial Notice, or after the conclusion of the event giving rise to the Claim, whichever is later, the Contractor shall provide the Final Notice to the County. The Contractor’s failure to provide the Final Notice within seven (7) Days after the Initial Notice or after the conclusion of the event giving rise to the Claim shall constitute a waiver of the Claim against the County. Any waiver by the County of the notice requirements for the Initial Notice or the Final Notice for a Claim, event, or occurrence shall not constitute a waiver of these notice requirements for any other Claim, event, or occurrence. All information required in the Final Notice must be submitted within the time limits established herein.

C. Continued Work. Pending final resolution of a Claim, except as otherwise agreed in writing or in the Contract Documents, Contractor shall proceed diligently with performance of the Work and County shall continue to make undisputed payments in accordance with the Contract Documents. The making of any payment by County shall not constitute a waiver of any Claims by County or an acknowledgement by County that Contractor is entitled to additional time or money. The failure of Contractor to continue to proceed with the Work during the pendency of the Claim shall be a material breach of this Agreement.

D. Audit of Claims. The County may perform an audit of the Contractor’s records when the Contractor makes a Claim under the same manner and terms as provided for in SCDOT Standard Specification 105.16.9.

IX. Termination and Suspension
A. **Termination for Cause.**

1. The County may cancel the Agreement in whole or in part for cause in the case of the Contractor's material breach of this Agreement, default of its obligations under this Agreement, negligence or other basis for termination for cause as may be stated in the Agreement.

2. In the event of a default under this Section, the County shall have the right to terminate forthwith this Contract by written notice to the Contractor. In the event of such default, the advance notice period for termination is waived and the Contractor shall not be entitled to any costs or damages resulting from a termination under this section.

3. If the Contractor shall institute proceedings or consent to proceedings requesting relief or arrangement under the United States Bankruptcy Code or any similar or applicable federal or state laws; or if a petition under any federal or state bankruptcy or insolvency law is filed against the Contractor and such petition is not dismissed within sixty (60) Days from the date of said filing; or if the Contractor admits in writing its inability to pay its debts generally as they become due; or if it takes a general assignment for the benefit of his creditors; or if a receiver, liquidator, trustee or assignee is appointed on account of its bankruptcy or insolvency; or if a receiver of all or any substantial portion of the Contractor's properties is appointed; or if the Contractor abandons the Work; or if it repeatedly fails, except in cases for which extension of time is provided, to prosecute promptly and diligently the Work or to supply enough properly skilled workmen or proper material for the Work; or if it submits an Application for Payment, sworn statement, waiver of lien, affidavit or document of any nature whatsoever which is intentionally falsified; or if it fails without justification to make Prompt Payment to subcontractors or for material or labor or otherwise breaches its obligations under any subcontract with a subcontractor; or if a mechanic's or materialman's lien or notice of lien is filed against any part of the Work or the site of the Project and not promptly bonded or insured over by the Contractor in a manner satisfactory to the County; or if the Contractor repeatedly disregards any laws, statutes, ordinances, rules, regulations or orders of any governmental or private jurisdiction of the Work or the site of the Project; or if it otherwise is guilty of a material breach of any provision of the Contract Documents without prejudice to any right or remedy available to the County under the Contract Documents or at law or in equity, may terminate this Agreement with cause. If requested by the County, the Contractor shall remove any part or all of its equipment, machinery and supplies for the site of any Project within seven (7) Days from the date of such request, and in the event of the Contractor's failure to do so, the County shall have the right to remove or store such equipment, machinery and supplies at the Contractor’s expense.

4. Whether or not the Contractor's right to proceed with the Work is terminated, it and its sureties shall be liable for any damage to the County
resulting from Contractor's default. Any wrongful termination for default shall be deemed by the Parties a termination for convenience.

5. The rights and remedies of the County in this Section are in addition to any other rights and remedies provided by law or under this Agreement.

B. **Termination Without Cause (for Convenience).**

1. The County at its sole option and discretion shall have the right to terminate this Agreement in whole or in part for its convenience at any time during the course of performance by giving written notice to the Contractor.

   a) If this Contract is so terminated, the Contractor shall be compensated for all necessary and reasonable direct costs of performing the Work actually accomplished up to the date of termination.

   b) Upon receipt of a termination for convenience notice, Contractor shall immediately discontinue Work on the date and to the extent specified in said notice.

   c) There will be no additional costs to the County from the Contractor or any other party upon the County's termination for convenience, other than for Work already performed satisfactorily before the date of termination of this Agreement and accepted by the County. The Contractor will not be entitled to recover any other damages in connection with a termination for convenience, including but not limited to consequential, incidental, exemplary, special, punitive, statutory, direct, indirect, or lost profits.

2. The County, by written notice, may terminate this Contract in whole or in part in the event that sufficient appropriation of funds from any source (whether a federal, state, County or other source) are not made or sufficient funds are otherwise unavailable, in either case, to pay the charges under this Contract. If this Contract is so terminated, the Contractor shall be compensated for all necessary and reasonable direct costs of performing the Work actually provided to the date of such termination. The Contractor will not be compensated for any other costs in connection with a termination for non-appropriation. The Contractor will not be entitled to recover any damages in connection with a termination for non-appropriation, including, but not limited to, lost profits.

C. **Effect of Termination.**

1. If this Agreement is terminated or terminates for any reason, re-producible copies of all finished or unfinished work related to any Work, including without limitation, documents, data, analysis, calculations, studies, maps, photographs, reports, produced or prepared by Contractor, or in Contractor's possession shall be supplied to County and shall become the property of County.
2. If this Agreement is terminated or terminates for any reason, all subcontracts of the Contractor for Work rendered or to be rendered pursuant to this Agreement are deemed assigned to the County or the County’s designee, except that the County or the County’s designee may determine in their sole discretion not to accept assignment of any subcontract.

D. **Suspension of the Work.** The County may order, in writing, a suspension of the Work ("Suspension of the Work") in whole or in part for such time as it deems necessary. The County may order the Contractor to suspend, delay, or interrupt all or any part of the Work for such period of time as it may determine to be appropriate for the convenience of the County. The County may suspend performance of its obligations under this Contract in good faith for the convenience of the County or to investigate matters arising in the Work.

   1. In the event of an unexcused failure of the Contractor to comply with any of the requirements of this Agreement, the Agreement’s completion date shall not be extended on account of any such Suspension of the Work and the Contractor shall not be entitled to any compensation or time extension for any delay while the Contractor is attempting to cure any failure to comply with the Agreement.

   2. When the County orders any Suspension of the Work under the paragraph above, the Contractor shall not be entitled to any payment for Work with respect to the period during which such Work is suspended and shall not be entitled to any costs or damages resulting from such suspension.

   3. The rights and remedies of the County provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.

X. **Insurance Requirements**

A. Unless the County otherwise directs at any time during the Project, the Contractor shall be responsible for the insurance coverages below and make provisions to have similar insurance in its subcontracts.

B. Within five (5) business days of receipt of Notice to Proceed, Contractor shall provide the County a Certificate of Insurance with all insurance required by the State of South Carolina and minimally the below insurance with companies having an A.M. Best Rating of A-, VII or higher.

   1. Each certificate shall state it applies to work by or on behalf of the insured. Contractor and its insurers shall provide County thirty (30) Days written notice of any cancelation, non-renewal or reduction in coverage.

C. Contractor must have comparable insurance requirements for any of its subcontractors or insure them under Contractor’s policies, unless waived in writing by the County.
D. A breach of any insurance requirement shall be material.

E. All such insurance shall be at Contractor’s expense and be maintained throughout the term of this Agreement. Contractor shall provide County certificates throughout the term of this Agreement. The Contractor shall procure insurance policies for the requirements herein. The policies shall name the County as an additional insured under the Commercial General Liability and Business Auto Liability policies. Any Umbrella/Excess Liability policy provided to meet the required general liability and auto liability limits must follow form with all primary policy coverages.

F. Commercial General Liability Insurance

1. Commercial General Liability policy on an occurrence basis with limits of $1,000,000 per occurrence, $2,000,000 general aggregate for bodily injury, property damage and personal injury and $2,000,000 products & completed operations aggregate. The policy shall also include:

2. Contractual liability for the tort liability of another party assumed in an “insured contract”.

3. Waiver of subrogation against the County, its officials, agents, employees, leased and temporary employees and volunteers.

4. The County, its official, agents, employees, temporary and leased workers as additional insureds by the unmodified latest ISO endorsement CG 20 10.

5. A provision that it is primary coverage over all other insurance or self-insurance even if the policy asserts it is excess, secondary or contingent.

6. Severability of interest.

7. An electronic liability endorsement (CG 04 37 or similar as approved by the County).

8. Products-completed operations liability coverage extending at least two years beyond completion of each separate Project.

9. Include coverage for explosion, collapse and underground hazards.

10. Completed operations coverage extending at least two years beyond the completion date of the Work.

G. Business Auto Coverage. Business Auto Coverage Form with a combined single limit for bodily injury and property damage of $1,000,000 per accident. Physical damage coverage is at the option of the Contractor. The policy shall also include:

1. Contractual liability;
2. The County, its officials, agents, employees, temporary and leased workers, and volunteers are included as additional insureds.

3. A provision the policy is primary and non-contributory to all other insurance or self-insurance maintained by any additional insured.

4. A waiver of subrogation against the County, its officials, employees, leased and temporary employees, and volunteers.

H. The Contractor shall require its employees and anyone working on its behalf to provide evidence acceptable to the County of auto liability coverage. The policy shall cover owned, hired and non-owned vehicles.

I. Worker’s Compensation and Employer’s Liability Insurance. The Contractor shall provide worker’s compensation and employer’s liability in accordance with the laws of the State of South Carolina (other state’s coverage is not sufficient.) Employer’s liability limits shall not be less than $500,000/$500,000/$500,000. The policy shall contain a waiver of subrogation against the County, its officials, employees, temporary and leased workers, and volunteers.

J. Certificate of Liability Coverage. The certificate of liability coverage shall verify compliance with the preceding requirements.

K. Cancellation, Non-renewal, Material Change or Reduction in Coverage. The Contractor shall provide the County with a minimum of thirty (30) Days prior written notice, except ten (10) Days for non-payment of premium, of any cancellation, non-renewal, reduction in coverage or any other material change in the required policies. Each certificate must state that the insurance applies to work performed by or on behalf of the Contractor.

XI. Cleanup Work

A. During progress of Work, Contractor will keep the Work Site and affected adjacent areas cleaned up. The Contractor will remove all rubbish, surplus materials, surplus excavated materials, and unneeded construction equipment so that the Work Site will be inconvenienced as little as possible.

B. Where materials or debris have washed or flowed into or have been placed in existing watercourses, ditches, gutters, drains, pipes, or structures by Work done under this Contract, the Contractor will remove and dispose of such material or debris during the progress of the Work.

C. Upon completion of Work, the Contractor will leave all ditches, channels, drains, pipes, structures and work, etc. in a clean and neat condition.

D. The Contractor will remove all debris from any grounds that have been occupied by the Contractor and leave the roads and all parts of the Work Site and adjacent sites affected by the Contractor's operations in a neat and satisfactory condition.
E. The Contractor will restore or replace any public or private property damaged by the Contractor's Work, equipment or employees to a condition at least equal to that existing immediately prior to the beginning of the operations.

XII. General Provisions.

A. Indemnification.

1. The Contractor, as part of its duty of indemnification, shall defend and hold harmless the County, its agents, and representatives, including but not limited to its Project Manager and its Engineer, from any costs arising out of the prosecution or defense of any action arising out of the Contractor's performance under this Agreement, to the extent the claim was due to the negligent acts, omissions, or wrongdoing of the Contractor in administering or performing this Agreement. The Contractor shall indemnify, save harmless, and defend the County, its officers, agents, and employees against all liability, claims, fines, penalties, and costs of whatsoever kind and nature for any losses, injury, or death to any person or persons or from loss or damage to any property occurring in connection with or in any way incident to or arising out of or in any way connected with the Work and/or performance pursuant to this Agreement, to the extent resulting in whole or in part from the negligent acts or omissions of the Contractor, its officers, agents, employees, or other representatives, with respect to the administration of this Agreement.

2. The Contractor agrees to notify the County of any claims asserted or brought against the Contractor arising from this Agreement which may potentially expose the County to liability and to coordinate with the County on any issues of governmental or public interest or concern.

3. The Contractor shall notify the County and the Project Manager of the filing of any litigation or arbitration arising from this Agreement. In the event of participation by the County in the defense of any claim, which shall be solely at the discretion of the County, the County shall be responsible for its own attorney's fees, costs, and other expenses. The Contractor will not settle any claims arising hereunder without the express written prior permission of the County.

4. The Contractor may control the defense of any litigation arising under this paragraph and all related settlement negotiations, unless the County is a party.

5. The Contractor further agrees that in the event it is requested to produce in any litigation any confidential document or information referring or relating to the County, it shall not, where possible, produce the requested material before it has notified the County and the Project Manager and provided the County a reasonable opportunity to appear and object to the production of the County's confidential material.
6. Where applicable, all requirements of the Contractor regarding indemnification set forth in this section shall be imposed on all subcontractors, requiring the subcontractors to defend and indemnify the County in like fashion.

7. The limits of insurance required in this Contract shall not limit the Contractor's obligations under this Section. The terms and conditions contained in this Section shall survive the termination of the Contract or the suspension of the Work hereunder. The obligations herein shall also extend to any actions by the County to enforce this indemnity obligation. The recovery of costs and fees all extend to those incurred in the enforcement of this indemnity.

B. Applicable Laws.

1. By signing a bid, the Contractor certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of South Carolina Code of Laws (1976, as amended), and agrees to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to the Contractor and its subcontractors or sub-subcontractors; or (b) that the Contractor and its subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14.

   a) 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."

   b) The Contractor agrees to include in any contracts with subcontractors, language requiring subcontractors to (a) comply with applicable requirements of Title 8, Chapter 14, and (b) include in its contracts with its sub-contractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

2. The Contractor and its subcontractors will comply with all applicable federal, state, and local laws and regulations, including but not limited to:

   a) Americans with Disabilities Act (ADA);
   b) Anti-Kickback Act of 1986;
   c) Contract Work Hours and Safety Standards Act;
   d) Department of Health and Environmental Control (DHEC);
Contractors executing contracts to sign a Drug-free Workplace Certification form prior to the issuance of the Notice to Proceed;

f) Eligibility for employment under United States immigration laws;

g) Employment Eligibility Verification: prescribes policies and procedures requiring contractors to utilize the Department of Homeland Security (DHS), United States Citizenship and Immigration Service’s employment eligibility verification program (E-Verify) as the means for verifying employment eligibility of certain employees;

h) Employment of Workers with Disabilities;

i) Equal Employment Opportunity;

j) Environmental Protection Agency (EPA) regulations;

k) Fair Labor Standards Act (FLSA);

l) Governmental price regulations/orders (as required by law, the Contractor will deliver proof that materials sold or installed and services rendered comply with price regulations) if a federal grant project;

m) Maximum hours and minimum wages;

n) Nondiscrimination because of age;

o) Occupational Safety and Health Administration (OSHA) (e.g., all materials and services furnished meet or exceed OSHA safety standards);

p) Statutes regarding qualification to do business;

q) Statutes prohibiting employment discrimination;

r) Walsh-Healey Public Contracts Act; and

s) The “Prompt Payment Requirements” of the Richland County Code of Ordinances, Chapter 2, Administration; Article X, Purchasing.

t) Contractor further represents and warrants that it will comply with the County’s Commercial Nondiscrimination Ordinance, as described under Section 2-647 of the Richland County Code of Ordinances.

(1) As part of such compliance, the Contractor shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, gender identity, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial

35
customers, nor shall the Contractor retaliate against any person for reporting instances of such discrimination.

(2) The Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County’s relevant marketplace.

(3) Moreover, the Contractor affirms that it will cooperate fully with any County inquiries regarding the Contractor’s compliance with the Commercial Nondiscrimination Ordinance.

(4) The Contractor understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the Contractor from participating in County contracts, or other sanctions.

(5) This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. The Contractor shall include this clause in any subcontracts which it may enter in the performance of this Agreement.

The Contractor shall be responsible for compliance with any such above-stated law, ordinance, rule or regulation, and shall hold the County harmless and indemnify same in the event of non-compliance as set forth in the Contract.

C. Governing Law/Disputes.

1. Notwithstanding any other provision of this Agreement, all disputes, claims, or controversies where the County is a party arising out of or relating to this Agreement shall be resolved only in the Court of Common Pleas for Richland County, South Carolina, to the exclusion of all other courts.

2. This provision applies to the Contractor and to any dispute, claim or controversy any person or entity in the chain of privity with the Contractor for the execution of the Work.

3. The Contractor agrees that any act by the County regarding the Agreement is not a waiver of the County’s right to sovereign immunity under state law, to the extent any such immunity exists.

4. The Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any dispute, claim, or controversy relating to this Agreement; for any court action in connection therewith; or for the
entry of judgment on any award made, may be served on the Contractor by certified mail (return receipt requested) addressed to the Contractor at the address provided as the notice address in this Agreement or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given on the date shown on the return receipt.

5. The Agreement shall be construed under the laws of the State of South Carolina.

D. Permits and Licenses.

1. The Contractor shall, without additional expense to the County, be responsible for obtaining and maintaining in force at all times any necessary licenses and permits required and issued by a municipality or the County for conducting business. The Contractor is responsible at all times for obtaining applicable work permits and licenses from the County’s Building Inspection and Business License Departments. Contractor’s license number, person’s name, and business name must all be shown on all required licenses.

2. Prior to execution of a contract, the Contractor may be required to provide a copy of its current applicable Contractor’s License issued by the State of South Carolina and the County. Any subcontractor must comply with the regulations promulgated in the South Carolina Contractor’s Licensing Board as enforced by the South Carolina Licensing Board for Contractors. Contractor’s (and or any subcontractor’s) License Number, Person’s Name and Business Name must all be shown on all required licenses.

E. Safety, Health, and Security Precautions. The following provisions are in addition to those pertinent sections contained in the Standard Specifications.

1. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

   a) Employees on the Work Site and other persons who may be affected thereby; and

   b) The Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor’s subcontractors or sub-subcontractors; and

   c) Other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

2. The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.
3. The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting and maintaining danger signs and other warnings against hazards as long as such hazards exist. The Contractor shall also promulgate safety regulations and notify owners and users of adjacent sites and utilities of all construction and related activities.

4. When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

5. The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property caused in whole or in part by the Contractor, a subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible except damage or loss attributable to acts or omissions of the County or anyone directly or indirectly employed by it, or by anyone for whose acts the County may be liable. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 24, Indemnification, herein.

6. The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the County.

7. The Contractor shall not load or permit any part of the construction or Work Site to be loaded so as to endanger its safety.

8. In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's best discretion, to prevent threatened damage, injury or loss.

F. Contractor's Record Keeping Duties and FOIA.

1. The Contractor shall maintain copies of all of contracts, drawings, specifications, addenda, Change Orders and other modifications arising out of the Work, in good order and marked currently to record all field changes made during construction, and, in addition, approved shop drawings, product data, samples, and other similar required submittals must be maintained at the job site. These shall be available to the County.

2. Contractor shall keep full and detailed accounts and records and exercise such controls as may be necessary for proper financial and record management under this Agreement, and the accounting and control systems shall be satisfactory to County. County and County’s accountants, lawyers and
consultants shall be afforded access to and shall be permitted to audit and copy Contractor’s records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to this Agreement, and Contractor shall preserve these for a period of three years after Final Payment, or for such longer period as may be required by law. County shall have the right to access all such records at any time after seven (7) Days written notice.

3. All financial records shall be maintained in accordance with generally accepted accounting procedures, consistently applied. Subcontractors retained by Contractor shall have the same obligations to retain records and permit audits as required of Contractor.

4. If any inspection by County, or its representatives, of Contractor’s records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda and any other data relating to the Contract Documents reveals an overcharge, County may deduct said overcharge from any payments due Contractor, or, if no funds remain due to Contractor, Contractor shall, within seven (7) calendar Days of receipt of such written demand for repayment, tender the amount of such overpayment to County or otherwise resolve the demand for repayment to County’s satisfaction.

5. Contractor shall maintain an accurate record of all aspects of the Work, including all costs and expenses related to the Work. County may, at its sole discretion, from time to time (whether before or after Final Completion of the Work or termination of this Agreement) elect to have an inspection or audit conducted to verify compliance with the Agreement or to verify the cost of the Work through the date of the last Application for Payment. Any such inspection and/or audit shall be at least as comprehensive as would be allowed under the South Carolina Rules of Civil Procedure. If County so elects, it shall give notice to Contractor and such inspection or audit shall be conducted as soon as is reasonably feasible thereafter so as not to unreasonably delay further progress payments to Contractor as permitted by the Contract Documents, but in no event no later than seven (7) Days from the date of the notice. Such inspection or audit shall be conducted by the County, or by an accountant, lawyer, auditor, or other reviewer or consultant selected by the County, or any number of them in any combination, and County shall, except as hereinafter provided, pay the cost of such audit. Contractor agrees to cooperate with County, and/or its accountant, lawyer, auditor, or other reviewer or consultant, and make available for examination at its home and/or Project office all of its books, records, correspondence, and other documents deemed necessary by such accountant, lawyer, auditor, or other reviewer or consultant to conduct such review.

6. In addition to any duties of Contractor as stated herein, the Contractor agrees to maintain for three (3) years from the date of Final Payment for all Work under this Agreement, or until all other pending matters are closed under this Agreement, whichever is later, all books, documents, papers, and records, digital
or otherwise, pertinent to this Agreement. The Contractor agrees to provide to the County, any federal grantor agency, the Comptroller General of the United States, any state grantor agency, any assignee, or any of their duly authorized representative(s) reasonable access to such books, documents, papers, and records for the purpose of examining, auditing, and copying them. The Contractor further agrees to include these provisions in any subcontracts issued by it in connection with this Agreement. The Contractor shall provide a copy of all digital records within sixty (60) Days after Final Payment. The Contractor must provide for a secure back up of digital records during the course of this Agreement.

7. During the retention period, County shall be granted access to those documents upon reasonable notice. At any time during the period, County shall have the option of taking custody of the documents. Contractor shall consult with County before disposing of any documents maintained pursuant to this Section, including but not limited to documents as to which the three-year retention period has expired. In the event of termination of this Agreement for any reason, all documents required to be maintained pursuant to this Section shall be turned over to County within six months of such termination.


a) In the event of any Freedom of Information Act ("FOIA") requests for documents or other information in Contractor's possession, Contractor shall make such documents or information available as directed by County. If the requested documents or information originated from Contractor or its subcontractors or consultants, Contractor shall advise County whether Contractor believes any such documents should be exempt from disclosure. However, subject to the provisions below, the County shall have the right to determine if any documents must be disclosed under the FOIA.

b) The County recognizes that the Contractor may consider certain documents as confidential and proprietary and not subject to FOIA. If the Contractor refuses to disclose any documents related to Contractor's Work pursuant to a FOIA request and as requested by the County, the Contractor shall defend, hold harmless and indemnify the County from and for any legal proceeding brought against the County alleging any breach of the FOIA because of any documents the Contractor does not agree should be produced by the County pursuant to the FOIA.

G. No Gratuities or Kickbacks.

1. Contractor understands and accepts that the County prohibits its employees from using their official position for personal financial gain, or from accepting any personal advantage from anyone under circumstances which might reasonably be interpreted as an attempt to influence the recipients in the conduct of their official duties. The Contractor, its employees, officers, subcontractors,
and consultants shall not, under circumstances which might reasonably be interpreted as an attempt to influence the recipients in the conduct of their duties, extend any gratuity or special favor to employees of the County.

2. Violation of this Subsection is reason for immediate termination for cause by the County as provided for herein.

H. Subcontractors.

1. The Contractor shall not contract with a proposed person or entity to whom the County has made reasonable and timely objections. Notwithstanding this, the Contractor shall not be required by the County to contract with anyone to whom the Contractor has made reasonable and timely objection.

2. The Contractor shall provide the County a list of its subcontractors and their respective anticipated portions of subcontracted Work with subcontract amounts. Should the subcontractors change, the Contractor shall provide an updated list to the County.

3. The Contractor shall enforce strict discipline and good order among its employees and other persons carrying out the performance of the Agreement. The Contractor shall employ and maintain only competent, qualified supervisory personnel for the performance of this Agreement.

4. Key supervisory personnel assigned by the Contractor to the Work are as follows:

a)  

5. So long as the individual named above remains actively employed or retained by the Contractor or its subcontractors or subconsultants, they shall perform the functions indicated next to their names unless the County otherwise agrees in writing.

6. In the event one or more individuals not listed above subsequently assumes one or more of those functions listed above, the Contractor shall be bound by the provisions of this Section as though such individuals had been listed above.

7. Notices given to the persons listed above, or their successors, will constitute sufficient notice to bind the Contractor.

8. If at any time the County reasonably determines that any employee of the Contractor is not properly performing the Work in the best interest of the Project, is hindering the progress of the Work, or is otherwise objectionable, the County shall so notify the Contractor, which shall replace the employee as soon as possible at no increased cost to the County.
I. Successors and Assigns.

1. This Agreement shall be for the benefit of, and be binding upon, the respective successors and assigns, if any, of the County and the Contractor, except that unless expressly stated in this paragraph, nothing contained herein shall be construed to permit any attempted assignment or unauthorized assignment without the express written permission of the Parties.

2. Except as expressly may otherwise be stated, this Agreement or its provisions may not be assigned, sublet, or transferred without the written consent of the Parties.

3. The Contractor shall provide written notification to the County of any contemplated sale, transfer, or any other action that would result in a transfer of this Agreement in whole or in part to another company or entity, or that could eventually result in the transfer of any duties or requirements of this Agreement to another company or entity. This notification shall be received by the County not less than forty-five (45) Days prior to any action which would result in said transfer and shall describe, in detail, the actions contemplated by the Contractor.

4. In such case, the County reserves the right to enter into direct negotiations with the party to whom Contractor's ownership interest is being transferred for purposes of clarification or renegotiation of the terms and conditions of this Agreement.

J. Notices. The primary point of contact for the County shall be the Director of Transportation. All notices pertaining to this Agreement shall be in writing and shall be sufficient when sent registered or certified mail (or email if agreed to by the Parties) and addressed as follows:

For the County:

Richland County
Attention: Rob Perry, Director of Transportation
2020 Hampton St.
Columbia, SC, 29204

For the Contractor:

____________________
____________________
K. **Severance/Survival.** Should any part of this Agreement be determined by a court of competent jurisdiction to be invalid, illegal, or against public policy, said offending section shall be void and of no effect and shall not render any other section herein, nor this Agreement as a whole, invalid, provided the general purposes and intent of this Agreement are not materially affected. Any terms which, by their nature, should survive the suspension, termination, or expiration hereof shall be deemed to so survive.

L. **Entire Agreement/Construction.** This Agreement constitutes the entire understanding and agreement between the parties hereto and supersedes all prior and contemporaneous written and oral agreements between the Parties and their predecessors in interest regarding the subject matter of this Agreement. This Agreement may not be changed, altered, amended, modified, or terminated orally, and any such change, alteration, amendment, or modification must be in writing and executed by the Parties hereto. The Parties acknowledge that each has participated fully in negotiations regarding the terms and conditions of this Agreement. Therefore, should any ambiguities or differences over interpretation arise, neither Party will be deemed to be the drafting party against which any such ambiguity or difference should be construed.

M. **Non-Waiver.** Any waiver of any default by either party to this Agreement shall not constitute waiver of any subsequent default, nor shall it operate to require either party to waive, or entitle either party to a waiver of, any subsequent default hereunder.

N. **Ownership.**

1. All materials of the County, including but not limited to the County’s proprietary software and materials, the proprietary system software, all original data, spatial data, spatial data plans, drawings, images, material, documentation (including electronic files or documents), and application software generated and prepared by or exclusively for the County pursuant to this Agreement shall belong to the County. The Contractor shall not sell, give, loan, or in any other way provide such to another person or organization, or otherwise utilize any commercially valuable data, images, or developments created specifically by or for the County under this Agreement, without the written consent of the Contracting Officer identified in the RFP, or the Richland County Director of Transportation.

2. Any external requests to procure these data or materials must be forwarded to the County.

O. **Obligations Under Other Agreements.**

1. The County shall have the right to perform or have performed similar or such other work as it may desire while the Contractor is performing Work required by this Agreement. The Contractor shall perform the Work in a manner that enables completion of other work performed by the County or on the
County’s behalf without hindrance or interference (or shall properly connect and coordinate the Work with the work of others when required).

2. Should the Contractor believe that its performance of the Work was interfered with, stopped, or otherwise disrupted by the acts or omissions of such other contractors, the Contractor shall notify the County immediately, and if the Contractor asserts that it has been harmed by such acts of another contractor, Contractor shall make a Claim as provided in this Agreement.

P. Warranty.

1. The Contractor represents that its staff is knowledgeable about and experienced in performing the Work required in this Contract and warrants that it will use its best skill and attention to provide the above described Work in a professional, timely manner.

2. Contractor warrants and represents that it shall be responsible for all subcontractors working directly for it, as well as for their Work product, as though Contractor had performed the Work itself.

3. All equipment, materials and articles incorporated in the Work covered by the Contract and supplied by the Contractor are to meet the Standard Specifications, unless otherwise stated herein. Unless otherwise specifically provided in this Contract, reference to any equipment, material, article or patented process, by trade name, make or catalog number, shall not be construed as limiting competition. When requested, the Contractor shall furnish to the Richland PDT and/or Project Manager for approval, the name of the manufacturer, the model number, and other identifying data and information respecting the performance, capacity, nature and rating of the machinery and mechanical and other equipment that the Contractor contemplates incorporating in the Work. When required by this Contract or when called for by the Richland PDT and/or Project Manager, the Contractor shall provide full information concerning the material or articles which he contemplates incorporating in the Work. When so directed, samples shall be submitted for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material and articles installed or used without the required prior approval of the Richland PDT and/or Project Manager shall be at the risk of subsequent rejection by the County.

4. Any and all manufacturers' warranties on any equipment or materials will be passed on to the County and copies of said warranties will be furnished by the Contractor to the County upon completion and final acceptance of the Work.

5. The County may, in writing, require the Contractor to remove from the Work Site any employee the County deems incompetent, careless or otherwise objectionable.
6. In addition to any manufacturer's warranties, all workmanship and materials are warranted to be free from defects for a period of twelve (12) months after the date of Final Payment by the County.

Q. State and Local Taxes.

1. Except if otherwise provided, Agreement prices shall include all applicable state and local taxes. If applicable, two percent (2%) income tax withholding shall be withheld from each and every payment pursuant to S.C. Code Ann. §§ 12-8-540 and -550 for certain out-of-state contractors, and such sums will be paid over to the South Carolina Department of Revenue (the "SCDOR"). When and if the County receives an executed SCDOR Form 1-312, Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, such withholding shall cease. The Contractor shall calculate that portion of the contract which is subject to the six percent (6.0%) South Carolina sales and/or use tax plus applicable County local sales tax, which amounts shall be itemized and shown on all invoices, and shall be paid to the SCDOR by the Contractor.

2. Contractor shall indemnify and hold harmless the County for any loss, cost, or expense incurred by, levied upon, or billed to the County as a result of the Contractor's failure to pay any tax of any type due in connection with this Agreement by Contractor.

3. The Contractor shall ensure that the above sections are included in all subcontracts and sub-subcontracts and shall ensure withholding on out of state sub and sub-subcontractors to which withholding is applicable.

R. Governmental Entity Bonding Requirements

1. The Contractor shall provide and maintain, until the expiration of all warranty periods provided herein, payment and performance bonds in one hundred percent (100%) of the Contract Price, inclusive of Change Orders.

2. The Contractor's surety by issuing payment and performance bond pursuant to this Agreement agrees to the amendment of this Agreement to include other such Work, Additional Work, Change Orders, and Claims and waive prior notice of same.

3. Should at any time the State of South Carolina or the federal government require a higher or greater amount for a bond than 100% of the Contract Price before the Effective Date of this Agreement, the Contractor shall procure such bonds as required by law.

4. The surety issuing the bonds for the Contractor is subject to the approval of the County, but the County does not undertake to assume any obligation with regard to the choice of Contractor's surety.

XIII. The Contract Documents.
A. **Exhibit Numbers.** The Parties agree that the Agreement shall include the following exhibits, which are incorporated herein by reference:

1. **Exhibit A** The County’s Invitation for Bids: Bid No. PDT _________ (Not attached but incorporated herein by reference thereto.) This Invitation for Bids No. PDT _________ is called in this Agreement “the Invitation For Bids.”

2. **Exhibit B** Contractor’s Response to Bid No. PDT _________ including its Bid Bond (Not attached but incorporated herein by reference thereto.)

3. **Exhibit C** SCDOT Standard Specifications for Highway Construction, 2007 Edition, including the all SCDOT Supplements to the Standard Specifications issued up to the date of this Agreement, and County’s standard supplements to the Standard Specifications issued up to the date of this Agreement (not attached but incorporated herein by reference thereto).

4. **Exhibit D** The following, which may be delivered or issued after the effective date of the Agreement and are not attached hereto:
   
   a) Notice to Proceed;
   
   b) Performance Bond;
   
   c) Payment Bond;
   
   d) Written Amendments;
   
   e) Work Change Directive(s);
   
   f) Change Order(s); and
   
   g) the Schedule.

B. **Order of Precedence.** This Agreement, including the Exhibits listed above, are collectively called in this Agreement “the Contract Documents” and form the entire Agreement between the Parties, superseding all prior negotiations, representations, or agreements, whether written or oral. The Contract Documents are intended to supplement and complement each other and shall, where possible, be thus interpreted. The Contract Documents are intended to be complementary, and a requirement in one document shall be deemed a requirement in all documents. If, however, any provision of the Agreement conflicts with another provision of the Agreement, or if there is a discrepancy or inconsistency among any of the Contract Documents, the following rules of interpretation shall control:
1. As between the Contract Form and any of the other Contract Documents (including the Invitation For Bids and the contract terms and conditions included therein), the Contract Form shall govern.

2. As between the Invitation For Bids and the Standards Specifications, the Invitation For Bids and shall govern, including all Supplemental Specifications and Addenda issued by the County as part of the Invitation For Bids.

3. In the event of any conflict, discrepancy, or inconsistency among any of the other Contract Documents, the Contractor shall notify the County immediately upon discovery of same, and the County will notify the Contractor of the resolution.

C. Ambiguity Savings Clause. Absent a clear conflict, discrepancy, or inconsistency in the Contract Documents not governed by the Order of Precedence language above, which results in an ambiguity in the Contract Documents, in the event of a conflict, discrepancy, or inconsistency among the Contract Documents, the more onerous of such provisions to perform by the Contractor shall be deemed controlling unless the County in its sole discretion determines otherwise.

D. Degree of Application: County. Although the Standards Specifications are part of the Contract Documents, the County does not undertake any obligation of the SCDOT as stated in the Standard Specifications for any action unless the County expressly agrees to do so in writing in another Contract Document.

E. Degree of Application: Contractor. Should there be a conflict between any provision of any Contract Document that is not determined by the Order of Precedence at Section B above, the Contractor will be assumed to have agreed to the more onerous obligation or duty between or among the conflicting terms.

[SIGNATURES NEXT PAGE]
NOW, THEREFORE, in consideration of the foregoing, the sufficiency of which is hereby acknowledged by the parties, this Agreement is entered into Under Seal as of the Effective Date of ________, 2017.

WITNESS:  

__________________________  

__________________________  

Contractor:  

__________________________

WITNESS:  

__________________________

__________________________

RICHLAND COUNTY, SOUTH CAROLINA

By: ________________________ (L.S.)  

Its: _________________________  

Date: ________________________

__________________________

By: ________________________ (L.S.)  

Its: _________________________  

Date: ________________________

v 9/8/15  
COLUMBIA 1214505v5

Richland County Attorney's Office  

Approved As To LEGAL Form Only.  
No Opinion Rendered As To Content.
APPENDIX C – CLOSE OUT DOCUMENTS
AFFIDAVIT OF PAYMENT

To All Whom It May Concern:

WHEREAS, the undersigned has been employed by __________________________ to furnish labor and materials for work, under a contract for the improvement of the property described as __________________________ in the ___ of __________________________

(City-Village) of __________________________

Richland, State of South Carolina, of which the government of Richland County, South Carolina, located at 2020 Hampton Street, Columbia, South Carolina, 29204 is the Owner,

NOW, THEREFORE, this __________ day of __________________________

The undersigned, as the Contractor for the above named Contract pursuant to the Conditions of the Contract hereby certified that, except as listed below, has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or its property might in any way be held responsible.

EXCEPTIONS: (If none, write ‘None’. The Contractor shall furnish a bond satisfactory to the Owner for each exception.)

ATTACHMENTS:

1. Consent of Surety to Final Payment. (Whenever Surety is involved, Consent of Surety is required.)
2. Contractor’s Release or Waiver of Liens, conditional upon receipt of final payment.
3. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers.

(SEAL) 

CONTRACTOR (Name of sole ownership, corporation)

_________________________

(Print name of Agent/Authorized Representative or partnership)

(SEAL)

(AFFIX SEAL HERE)
AFFIDAVIT OF RELEASE OF LIEN

To All Whom It May Concern:

WHEREAS, the undersigned has been employed by:
To furnish labor and materials for:
Project name:
Contract number:
Located in Richland County, South Carolina
Owner: Richland County, whose address is 2020 Hampton Street, Columbia, South Carolina, 29204-1002.

NOW, THEREFORE, this _____ day of __________

The undersigned, as the Contractor for the above-named Contract pursuant to the Conditions of the Contract hereby certifies that to the best of his/her knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services, who have or may have liens against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS: (If none, write "none'. If required by the Owner, the Contractor shall furnish bond satisfactory to the Owner for each exception.)

ATTACHMENTS:
1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers.

Contractor's (Name):

Print name of Agent/ Authorized Representative:

Title of Agent/Authorized Representative:

Signature of Authorized Representative (Agent):

Date:

Note: This document must be notarized
FINAL WAIVER OF LIEN

To All Whom It May Concern:

WHEREAS, the undersigned has been employed by Richland County, South Carolina to furnish labor and materials for under a contract for the improvement of property described as in the (City-Village) of County of State of South Carolina, of which the government of Richland County, South Carolina, located at 2020 Hampton Street, Columbia, South Carolina is the Owner,

NOW, THEREFORE, this day of for and in consideration of the sum of ($) Dollars paid simultaneously herewith, the receipt whereof is hereby acknowledged by the undersigned, the undersigned does hereby waive and release any lien rights to, or claim of lien with respect to and on said above-described premises, and the improvements thereon, and on the monies or other considerations due to become due from the owner, on account of labor, services, material, fixtures, apparatus of machinery heretofore or which may hereafter be furnished by the undersigned to or for the above-described premises by virtue of said contract.

(SEAL)

______________________________
CONTRACTOR (Name of sole ownership, corporation)

______________________________
(Print name of Agent/Authorized Representative)

(SEAL) _______________________
(Affix corporate seal here)

______________________________
TITLE
INSTRUCTIONS FOR FINAL WAIVER

1. Person or company with whom you agreed to furnish either labor, or services, or materials, or both.

2. Fill in nature and extent of work; strike the word labor or the word materials if not in your contract. If you have more than one contract on the same premises, describe the contract by number if available, date and extent of work. Furnish an accurate enough description of the improvement and location of the premises so that it can be distinguished from any other property.

3. Amount shown should be the amount actually received and equal to total amount of contract as adjusted.

4. If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself as partner.
CONTRACTOR WARRANTY FORM

PROJECT: ________________________________

LOCATION: OWNER: ________________________________

Contractor (Company Name) ________________________________ for the above-referenced project, do hereby warrant all labor and materials furnished and work performed are in accordance with the Contract Documents and authorized modifications thereto, and will be free from defects due to defective materials or workmanship for a period of one year from Date of Completion. This warranty commences on ________________ Date of Completion and expires on ________________

This warranty covers that portion of the project described below:

Should any defect develop during the warranty period due to improper materials, workmanship or arrangement, the defect shall, upon written notice by the Owner, be made good by the Undersigned at no expense to the Owner.

Nothing in the above shall be deemed to apply to work, which has been abused or neglected by the Owner.

DATE: ________________________________

(SEAL)

______________________________
CONTRACTOR (Name of sole ownership, corporation or partnership)

______________________________
(Print name of Agent/Authorized Representative)

______________________________
(Signature of Authorized Representative)

______________________________
(Title)
CONSENT OF SURETY FOR FINAL PAYMENT

Project Name Location Project No.______________________________________________________
Type of Contract ________________________________
Amount of Contract ________________________________

In accordance with the provisions of the above-named contact between the Owner and the Contractor, the
following named surety:
____________________________________________________
on the Payment Bond of the following named Contractor:
____________________________________________________
hereby approves of final payment to the Contractor, and further agrees that said final payment to the
Contractor shall not relieve the Surety Company named herein of any of its obligations to the following
named Owner: as set forth in said Surety company’s bond:

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand and seal this___ day of
________________________________

________________________________
(Name of Surety Company)

________________________________
(Affix corporate seal here)

________________________________
(Signature of Authorized Representative)

________________________________
Title

IF SIGNED BY ATTORNEY-IN-FACT, POWER OF ATTORNEY IS REQUIRED
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<tr>
<th>SLBE Sub-Contractor</th>
<th>Service Provided</th>
<th>Amount Paid</th>
<th>Address</th>
<th>Tel. Number</th>
<th>Fax Number</th>
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**Local Business Enterprise**

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**TOTAL $ AMOUNT AWARDED LOCAL CONTRACTORS**

$ __________

**TOTAL % AWARDED LOCAL CONTRACTORS**

% __________

Please complete the information above and return with the Contract Closeout Documents.

Certified by (print name)____________________________

Signature:_________________________ Date:____________