



OCTOBER 14, 2026
ADDENDUM (#1) FOR
BROWNS FERRY MANHOLE REPAIR
PROJECT 26-27
BID DUE DATE: 10-28-2026

GCWSD has received the following questions regarding the above-mentioned project that the District would like to clarify. The following questions are shown below, with answers following in bold for clarification.

1. Q: So it looks like there is not enough room to sheet the MH without getting close to the middle of the sidewalk. There appears to be the 6" WL between the MH and curb along Browns Ferry Rd along with an existing 24" RCP running under the sidewalk. We are going to need to temporarily reroute the 6" WL unless it can be capped off on both sides of the manhole for approx. 25 ft. Can additional Pay Items be added for this work?

A: Browns Ferry Water has an existing 8" PVC water main that runs along the project area. The Contractor will be responsible for installing a temporary bypass system to maintain continuous service to the existing water main during construction. The Contractor will also be responsible for replacing the existing 8" water main and the 24" stormwater drainage pipe once the manhole has been repaired. Please see line-items 8-10 on the attached bid tabulation sheet.

2. Q: Do you know what the existing water line material consists of....PVC, AC?

A: Browns Ferry water main consists of an 8" PVC pipe.

3. Q: If the sheeting extends into the sidewalk, then we will need to shift traffic over about 3 ft. to allow the water barrier wall to protect someone from driving into the sheeting. Can the traffic be shifted a little just around the manhole area, over toward the turn lane for 75 – 100ft. long?

A: Please refer to the attached SCDOT traffic control plan

4. Q: There is a note on the plans pointing to the dotted area of Johnson Rd. stating 1" Resurface Intersection. Can a Pay Item be added for this work, and is it just an overlay and not a Mill and Inlay?

A: Please disregard that note. The note shown on the record drawing refers to the initial record drawing and is not related to this project. This job consists of resurfacing the gas station parking lot.

5. Q: Can we assume Johnson Rd. can be closed during this work, since sheeting will prevent traffic from coming in and out?

A: Yes, the gas station entrance located near the work area will be blocked off. The record drawings show the old alignment of Johnson Road, not the new alignment, and all work will occur in the parking area of the gas station. The Contractor will be permitted to use that area as a laydown yard during construction.

6. Q: The Pay Item description for the Manhole Repair discusses repairing the base and riser, but we have to replace piping on each side of the Manhole, and we are placing sheeting in place. Should the description state removal and replacement of the manhole, or are we repairing the existing manhole?

A: The project may be bid as either a repair or replacement. We are not specifying whether the manhole is to be repaired or replaced. Due to the settling of the manhole and the need to raise it to the proper elevation, we have decided to allow contractors the flexibility to determine the most appropriate method for completing the work.

7. Q: What are the traffic control restrictions for Browns Ferry Rd. because this work will require us to be too close to the traffic while driving the sheeting, to leave the traffic pattern in its current location. Can it be shifted during the hours of 9AM to 2:00PM to allow sheeting to be installed?

A: Please refer to the attached SCDOT traffic control plan

8. Q: It looks as though Browns Ferry Rd. has been widened to provide a turn lane for Dunbar Rd., which is not depicted by the drawing. Do you know how close the casing is to the existing manhole?

A: Due to the widening of Browns Ferry Road, we do not have an exact measurement of the casing to the existing manhole.

9. Q: Where can the waste from the manhole be dumped?

A: Liquid waste can be dumped at our PS#-171 located at 7292 Browns Ferry Rd, Georgetown, SC 29440, which is approximately 780ft from the work area. All solids must be disposed of at our wastewater treatment plant located at 456 Clearwater Drive, Pawleys Island, SC. Since this is a GCWSD project, there will be no dumping fee charged to the contractor if they choose to use our wastewater treatment plant.

10. Q: Can we use Sherwin Williams Dura-Plate 6100 as a substitution for the specified manhole liner material for the FY 27 Sewer Manhole?

A: Yes, the District will approve this request.

11. Q: Could you let us know whether the October 21, 2:00 PM bid date is changing?

A: Yes, due to the delay in receiving the DOT traffic control plan, District has decided to postpone the Bid due date to **Wednesday, October 28, 2026, at 2 PM.**

OCTOBER 20, 2026, WILL BE THE LAST DAY FOR QUESTIONS

END OF ADDENDUM NO. 1

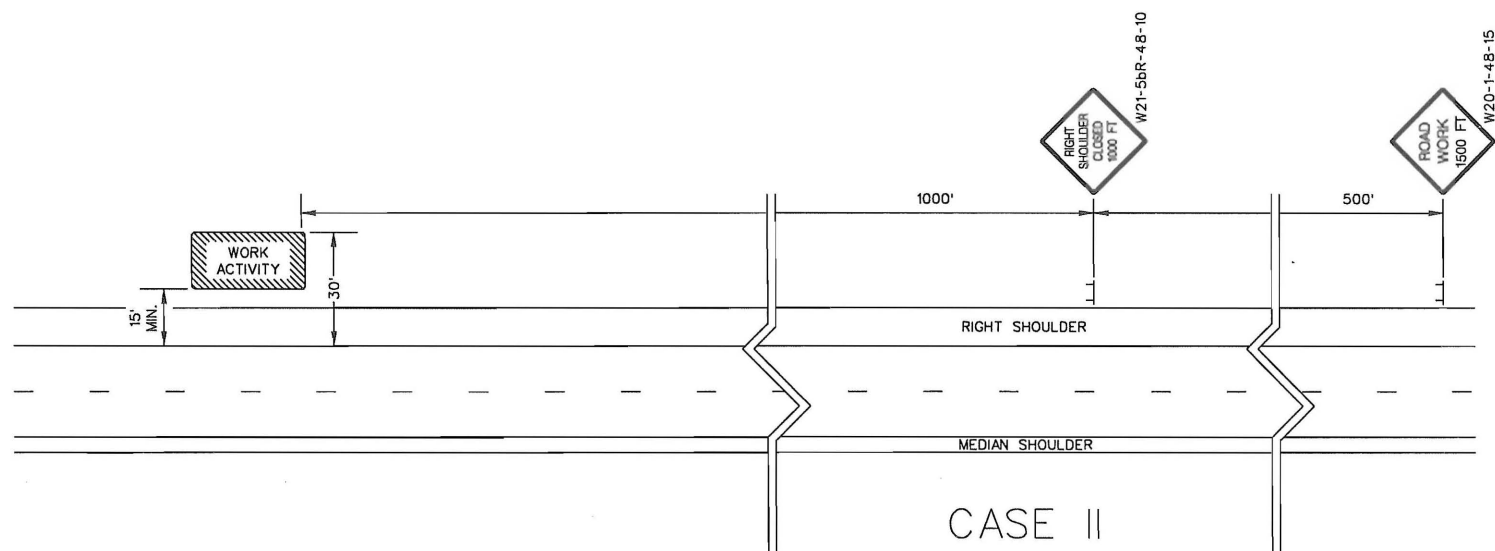
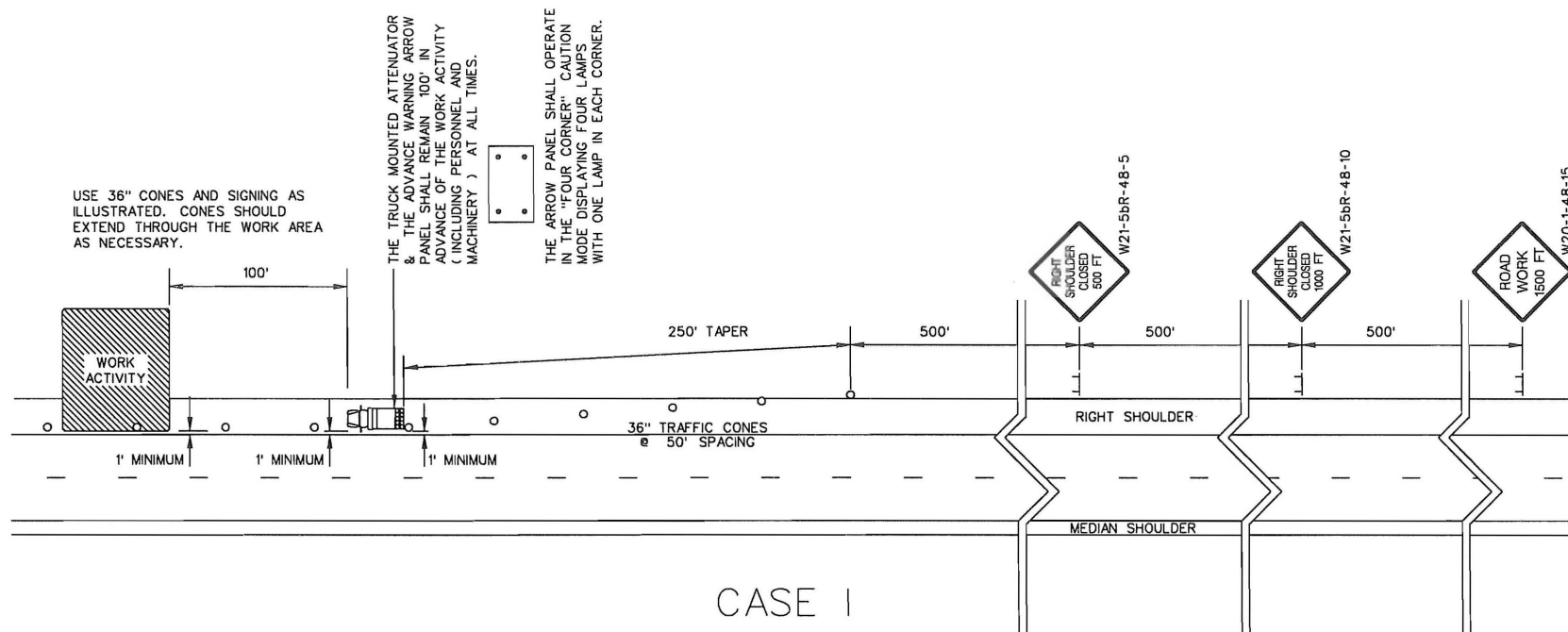
REFERENCES

GENERAL NOTES

1. ALL SIGN LOCATIONS ARE TO BE MEASURED FROM THE WORK AREA. WORK LIMITS FOR THE PROJECT WILL BE DETERMINED BY THE ENGINEER AND AS INDICATED IN THE CONTRACT.
2. INSTALL ADVANCE WARNING SIGNS MOUNTED ON PORTABLE SIGN SUPPORTS NO LESS THAN 4 FEET FROM THE NEAR EDGE OF THE SIGN TO THE NEAR EDGE OF AN ADJACENT TRAVEL LANE ON ROADWAYS WITH EARTH SHOULDERS AND NO LESS THAN 6 FEET FROM THE NEAR EDGE OF THE SIGN TO THE NEAR EDGE OF AN ADJACENT TRAVEL LANE ON ROADWAYS WITH PAVED SHOULDERS. WHEN CURB & GUTTER IS PRESENT, INSTALL THE SIGN NO LESS THAN 2 FEET FROM THE NEAR EDGE OF THE SIGN TO THE FACE OF THE CURB.
3. SPACINGS INDICATED ARE FOR NORMAL CONDITIONS; ADJUSTMENTS MAY BE REQUIRED DUE TO HORIZONTAL AND/OR VERTICAL ALIGNMENTS OR OTHER SIGHT DISTANCE RESTRICTIONS.
4. ALL SIGNS MOUNTED ON PORTABLE SIGN SUPPORTS SHALL HAVE A MINIMUM MOUNTING HEIGHT OF 5 FEET FROM THE GROUND TO THE BOTTOM OF THE SIGN. ALL SIGNS MOUNTED ON GROUND MOUNTED U-CHANNEL POSTS OR SQUARE STEEL TUBE POSTS SHALL HAVE A MINIMUM MOUNTING HEIGHT OF 7 FEET FROM THE GRADE ELEVATION OF THE NEAR EDGE OF THE ADJACENT TRAVEL LANE TO THE BOTTOM OF THE SIGN UNLESS OTHERWISE DIRECTED BY THE DEPARTMENT. MOUNT ALL SIGNS STRAIGHT AND LEVEL AND WITH THE FACE OF THE SIGNS PERPENDICULAR TO THE SURFACE OF THE ROADWAY.
5. REFLECTORIZE ORANGE ADVANCE WARNING SIGNS AND ANY ORANGE AREAS OF A MULTI-COLORED ADVANCE WARNING SIGN WITH A FLUORESCENT ORANGE COLORED PRISMATIC RETROREFLECTIVE SHEETING. REFLECTORIZE WHITE REGULATORY SIGNS AND ANY WHITE AREAS OF A MULTI-COLORED ADVANCE WARNING SIGN WITH A WHITE COLORED PRISMATIC RETROREFLECTIVE SHEETING.
6. ALL TRAFFIC CONTROL DEVICES SHALL COMPLY WITH ALL NCHRP REPORT 350 REQUIREMENTS AND SHALL REQUIRE APPROVAL BY THE DEPARTMENT. ONLY THOSE TRAFFIC CONTROL DEVICES INCLUDED ON THE "APPROVED PRODUCTS LIST FOR TRAFFIC CONTROL DEVICES IN WORK ZONES" ARE CONSIDERED ACCEPTABLE FOR USE. THIS LIST MAY BE ACCESSED ON THE DEPARTMENT'S WEB SITE AT: www.scdot.org.
7. THE CONTRACTOR SHALL PROVIDE AND UTILIZE ANY SPECIAL SIGN MOUNTING ASSEMBLIES AND HARDWARE THAT MAY BE NECESSARY FOR INSTALLING AND MOUNTING SIGNS IN AREAS OF CONCRETE MEDIAN BARRIER, BRIDGE PARAPET WALLS OR DOUBLEFACED GUARDRAIL.
8. THE PRIMARY TRAFFIC CONTROL DEVICES UTILIZED FOR DAYTIME SHOULDER CLOSURES ARE 36" CONES. THE PRIMARY TRAFFIC CONTROL DEVICES UTILIZED FOR NIGHTTIME SHOULDER CLOSURES ARE PORTABLE PLASTIC DRUMS. DURING DAYTIME SHOULDER CLOSURES, 42" OVERSIZED CONES MAY BE SUBSTITUTED FOR 36" CONES. DURING NIGHTTIME SHOULDER CLOSURES, 42" OVERSIZED CONES ARE PROHIBITED FOR USE. IF THIS TRAFFIC CONTROL SETUP EXTENDS INTO THE HOURS OF DARKNESS, REPLACE ALL CONES, 36" OR 42" OVERSIZED, WITH PORTABLE PLASTIC DRUMS.
9. THE 36" CONES UTILIZED DURING DAYLIGHT HOURS ARE NOT REQUIRED TO BE REFLECTORIZED. REFLECTORIZE ALL 42" OVERSIZED CONES UTILIZED DURING DAYTIME SHOULDER CLOSURES WITH TYPE III FLEXIBLE PRISMATIC RETROREFLECTIVE SHEETING UNLESS OTHERWISE DIRECTED BY THE DEPARTMENT. REFLECTORIZE ALL PORTABLE PLASTIC DRUMS WITH TYPE III FLEXIBLE PRISMATIC RETROREFLECTIVE SHEETING UNLESS OTHERWISE DIRECTED BY THE DEPARTMENT.
11. THE DEPARTMENT PROHIBITS CONDUCTING WORK ON PRIMARY AND SECONDARY ROUTES WITHIN 1' OF THE NEAR EDGE OF THE ADJACENT TRAVEL LANE UNDER A SHOULDER CLOSURE. ALL WORK THAT MAY REQUIRE THE PRESENCE OF EQUIPMENT, PERSONNEL, MATERIALS OR WORK VEHICLES WITHIN 1' OF THE NEAR EDGE OF THE ADJACENT TRAVEL LANE SHALL BE CONDUCTED UNDER A LANE CLOSURE.

CASE I: WHENEVER ANY PORTION OF THE SHOULDER AREA WITHIN 15' BUT NOT CLOSER THAN 1' OF THE NEAR EDGE OF THE ADJACENT TRAVEL LANE MUST BE OCCUPIED BY EQUIPMENT, PERSONNEL, MATERIALS OR WORK VEHICLES TO CONDUCT THE WORK, INSTALL AND MAINTAIN THE SIGNING AND TRAFFIC CONTROL DEVICES AS ILLUSTRATED.

CASE II: WHENEVER THE WORK IS CONDUCTED BEYOND 15' BUT WITHIN 30' OF THE NEAR EDGE OF THE ADJACENT TRAVEL LANE, INCLUDING THE PRESENCE OF EQUIPMENT, PERSONNEL, MATERIALS OR WORK VEHICLES, INSTALL AND MAINTAIN THE SIGNING AND TRAFFIC CONTROL AS ILLUSTRATED.
12. CONDUCT THE WORK IN SUCH A MANNER THAT WILL NOT REQUIRE ENCROACHMENT OF TRAFFIC CONTROL DEVICES, EQUIPMENT, PERSONNEL, MATERIALS OR ANY WORK RELATED VEHICLES WITHIN 1' OF THE NEAR EDGE OF THE ADJACENT TRAVEL LANE.
13. PLACE THE TRUCK MOUNTED ATTENUATOR AT A LOCATION 100' IN ADVANCE OF THE WORK ACTIVITY AND NO CLOSER THAN 1' FROM THE NEAR EDGE OF THE ADJACENT TRAVEL LANE.
14. FOR A CASE I SCENARIO IN THE RIGHT SHOULDER AREA, ADJUST THE TAPER AS NECESSARY TO FIT THE WIDTH OF THE SHOULDER WHILE MAINTAINING THE REQUIRED 250' TAPER LENGTH.
15. IF WORK IS BEING CONDUCTED SIMULTANEOUSLY AT TWO DIFFERENT LOCATIONS AT THE SAME TIME UNDER CASE I SHOULDER CLOSURES, SEPARATE THE TWO LOCATIONS BY NO LESS THAN 1 MILE FROM THE END OF THE FIRST CASE I CLOSURE THAT A MOTORIST WILL ENCOUNTER TO THE BEGINNING OF THE TAPER OF THE SECOND CASE I CLOSURE. A MINIMUM SEPARATION DISTANCE OF ONE-HALF MILE IS RECOMMENDED BETWEEN SHOULDER CLOSURES WHEN ONE OR BOTH SHOULDER CLOSURES IS A CASE II CLOSURE.
16. THE DEPARTMENT RESERVES THE RIGHT TO RESTRICT WORK OPERATIONS AND/OR WITHHOLD THE MONTHLY ESTIMATE IF THE TRAFFIC CONTROL IS NOT PROPERLY INSTALLED AND MAINTAINED AS DIRECTED BY THE STANDARD SPECIFICATIONS, THE SPECIAL PROVISIONS, THE STANDARD DRAWINGS, THE PLANS AND/OR THE ENGINEER.
17. THIS TYPICAL TRAFFIC CONTROL SETUP APPLIES TO THE INSTALLATION OF SHOULDER CLOSURES IN THE RIGHT SHOULDER AREAS OF PRIMARY AND SECONDARY ROADWAYS.



PORTABLE TRUCK MOUNTED ATTENUATOR

1. UTILIZE A TRUCK MOUNTED ATTENUATOR ATTACHED 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 SEPARATE 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.
2. LOCATE THE TRUCK MOUNTED ATTENUATOR 100 FEET IN ADVANCE OF THE WORK AREA UNLESS OTHERWISE SPECIFIED.
3. PROVIDE, INSTALL AND MAINTAIN THE TRUCK MOUNTED ATTENUATOR AS SPECIFIED BY THE STANDARD SPECIFICATIONS AND AS DIRECTED BY THE ENGINEER.

ADVANCE WARNING ARROW PANEL

ALL ADVANCE WARNING ARROW PANELS SHALL BE 48" x 96" WITH A MINIMUM LEGIBILITY DISTANCE OF 1 MILE. PLACEMENT OF AN ADVANCE WARNING ARROW PANEL MAY REQUIRE ADJUSTMENTS DUE TO HORIZONTAL AND/OR VERTICAL ALIGNMENT OR OTHER SIGHT DISTANCE RESTRICTIONS. THE PANEL FACE SHALL BE NONREFLECTIVE BLACK. ALL ADVANCE WARNING ARROW PANELS SHALL COMPLY WITH THE STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, LATEST EDITION.

WHEN AN ADVANCE WARNING ARROW PANEL IS REQUIRED TO OPERATE IN THE CAUTION MODE, THE ADVANCE WARNING ARROW PANEL SHALL DISPLAY THE "FOUR CORNERS" CAUTION MODE, WITH ONE LAMP IN EACH CORNER. DISPLAY OF ANY OTHER TYPE OF CAUTION MODE OTHER THAN THE "FOUR CORNERS" CAUTION MODE SUCH AS THE "FLASHING BAR" OR THE "ALTERNATING DIAMOND" CAUTION MODES ARE UNACCEPTABLE AND PROHIBITED.

LEGEND

○ 36" TRAFFIC CONES

WORK ZONE TRAFFIC
CONTROL ENGINEER

SIGNATURE

DATE

6			
5			
4			
3			
2			
1	8-12-11	JCS	GENERAL UPDATE
0	8-23-07	JCS	DRAWING NO. UPDATE
#	DATE	CHK	DESCRIPTION



SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION
DESIGN STANDARDS OFFICE
955 PARK STREET
ROOM 405
COLUMBIA, SC 29201

STANDARD DRAWING

RIGHT
SHOULDER CLOSURE
(CASE I / CASE II)
PRIMARY ROUTES

610-205-00

EFFECTIVE LETTING DATE: Jan, 2013 THIS DRAWING IS NOT TO SCALE

Browns Ferry Manhole Repair

Item	Description	Unit	Quantity	Unit Cost	Total Cost
1	Manhole Repair	LS	1		
2	8" PVC SDR35 - Gravity Sewer Line Tie-In	LS	1		
3	Dewatering	LS	1		
4	Sheet Piling	LS	1		
5	Traffic Control	LS	1		
6	Concrete Walkway Repair	SY	23		
7	2" Asphalt Patch	SY	44		
8	Temporary Bypass For The 8" PVC Existing Water Main	LS	1		
9	8" PVC Existing Water Main Repair	LS	1		
10	24" Stormwater Drainage Repair	LS	1		
Final Cost					

AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT

THIS AGREEMENT is by and between Georgetown County Water and Sewer District (“Owner”) and
_____ (“Contractor”).

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 – WORK

- 1.1 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Furnish all labor, equipment, and materials as required or as necessary to complete the Browns Ferry Manhole project, which includes the repairs to the manhole barrel, base, bench, channel, and invert. The work includes removal and replacement of approximately 5 to 6 feet of 8-inch gravity sewer line on both sides of the manhole and reconnection of the sewer system.

A 6-inch temporary bypass system shall be installed by the District to keep the sewer pump station operating during repairs. The project also includes concrete driveway repair, asphalt patching, and traffic control in accordance with DOT standards. Sheet piling shall be installed due to the depth of excavation and the proximity to Browns Ferry Road, which will remain open to traffic during construction. The Contractor has looked over all Contract Documents, has visited the site, and has a full understanding of all project requirements. Unit costs are listed below in Section 5.01 B. All work shall be done in accordance and acceptance to Georgetown County Water and Sewer District (GCWSD), South Carolina Department of Transportation (SCDOT), and South Carolina Department of Environmental Services (SCDES) specifications and regulations.

ARTICLE 2 – THE PROJECT

- 2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Project #26-27 Browns Ferry Manhole Repair

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by the owner, Georgetown County Water and Sewer District. The owner assumes all duties and responsibilities, and have the rights and authority assigned to owner in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

- 4.01 Time of the Essence

UNIT PRICE WORK

Browns Ferry Manhole Repair					
Item	Description	Unit	Quantity	Unit Cost	Total Cost
1	Manhole Repair	LS	1		
2	8" PVC SDR35 - Gravity Sewer Line Tie-In	LS	1		
3	Dewatering	LS	1		
4	Sheet Piling	LS	1		
5	Traffic Control	LS	1		
6	Concrete Walkway Repair	SY	23		
7	2" Asphalt Patch	SY	44		
8	Temporary Bypass For The 8" PVC Existing Water Main	LS	1		
9	8" PVC Existing Water Main Repair	LS	1		
10	24" Stormwater Drainage Repair	LS	1		
Final Cost					

ESTIMATED TOTAL OF ALL UNIT PRICE WORK:

	(\$ _____)
(use words)	(use figure)

C. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with the General Conditions. Applications for Payment will be processed by owner as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the twentieth (20th) day of each month during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02A.2 below. All such payments will be measured by the schedule of values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of unites completed) or, in the event there is no schedule of values, as provided in the General Requirements:
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with the General Conditions:
 - a. 90 percent of Work completed (with the balance being retainage); and
 - b. 90 percent of cost materials and equipment not incorporated in the Work (with the balance being retainage).
 - 2. Upon written request by the Contractor and a determination by the owner that the work has reached fifty (50) percent complete, no additional retainage will be withheld unless the Owner deems it necessary to protect the interest of the Owner. If approved by the owner, the retainage withheld after the fifty (50) percent completion milestone will equal the total contract value times five (5) percent until the Work is substantially complete.
 - 3. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts as owner shall determine in accordance with the General Conditions.

6.03 Final Payment

- A. Upon receipt of the final Application for Payment accompanied by owners recommendation of payment in accordance with the General Conditions, Owner shall pay Contractor as provided in the General Conditions the remainder of the contract Price as recommended by owner less any sum Owner is entitled to set off against, including but not limited to liquidated damages.

ARTICLE 7 – INTEREST

- 7.01 All moneys not paid when due as provided in the General Conditions shall bear interest at the maximum legal rate.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Agreement Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost. Progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and test of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Contract Documents as provided in the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Contract Documents as provided in the General Conditions.
- E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, test, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.
- F. Contractor does not consider that any further examinations, investigations, explorations, test, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- K. Contractor and its Subcontractors are financially solvent, able to pay all debts as they mature and possessed of sufficient working capital to complete the Work and perform all obligations hereunder.
- L. Contractor is able to furnish the plan, tools, materials, supplies, equipment and labor required to complete the Work and perform its obligations hereunder.

- M. Contractor is authorized to do business in the State of South Carolina and properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and over the Work and the Project.
- N. Contractor's execution of this Agreement and its performance thereof is within its duly authorized powers.
- O. Contractor possesses the experience and expertise in the administration, construction, management, and superintendence of projects of the size, complexity and nature of this particular Project, and that it will perform the Work with the care, skill and diligence of such a Contractor.

ARTICLE 9 – INSURANCE

9.01 Contractor's Insurance Requirements

The Contractor shall obtain and maintain, at its own expense, all insurance necessary to protect the Owner from claims, damages, losses, and expenses arising out of or resulting from the performance of the Work. All required insurance shall remain in effect from the date of Contract execution through final completion and acceptance of the Work.

9.02 Minimum Coverages

The Contractor shall maintain, at a minimum, the following coverages with insurers authorized to do business in the state where the Work is performed:

A. Comprehensive General Liability

Coverage shall include:

- Personal Injury Liability
- Blanket Contractual Liability
- Property Damage Liability

Minimum limits:

- General Aggregate: \$1,000,000
- Personal Injury: \$1,000,000
- Each Occurrence: \$500,000

B. Automobile Liability Insurance

Coverage for owned, non-owned, rental, or hired vehicles.

Minimum limit:

- Combined Single Limit: \$500,000 (bodily injury and property damage)

C. Workers' Compensation and Employer's Liability

- Statutory Worker's Compensation coverage as required by state law
- Employer's Liability as required by state law

D. Professional Liability Insurance

Required for any Contractor or Subcontractor performing design, engineering, surveying, testing, inspection, or other professional services.

Minimum limit:

- Professional Liability: \$100,000

9.03 Certificates of Insurance

Before commencing Work, the Contractor shall provide the Owner with Certificates of Insurance demonstrating compliance with the requirements of this Article. The Owner shall be listed as a certificate holder and shall provide that coverage will not be cancelled or materially altered without at least thirty (30) days prior written notice to the District. Failure of the Owner to request or review certificates shall not relieve the Contractor of its obligations under this Contract.

9.04 Subcontractor Insurance Requirements

The Contractor shall ensure that all subcontractors engaged in the Work are properly insured. Subcontractors must either:

- A. maintain their own insurance meeting the minimum coverages set forth in this Article, or
- B. be listed as additional insureds on the Contractor's liability policies for the duration of their involvement in the Work.

Proof of such coverage shall be provided to the Owner upon request.

9.05 No Limitation of Liability

The insurance requirements stated herein shall not be construed to limit the Contractor's liability or responsibility for the Work, nor shall they limit the rights or remedies available to the Owner.

ARTICLE 10 – BONDS

10.01 Bid Bond

No Bid Bond was required for this project.

10.02 Performance and Payment Bonds

The Contractor shall furnish Performance and Payment Bonds, each in the amount of 100% of the Contract Price. These bonds shall be provided after the Notice of Award and prior to the execution of the Contract Agreement. The executed bonds shall be incorporated into and made a part of this Agreement.

10.03 Surety Requirements

All bonds shall be executed by a surety company licensed to do business in the State of South Carolina and acceptable to the Owner.

10.04 Replacement of Surety

If at any time the surety becomes insolvent, is placed in receivership, or otherwise becomes unacceptable to the Owner, the Contractor shall furnish replacement bonds meeting the requirements of this Article within seven (7) calendar days of receiving written notice from the Owner.

ARTICLE 11 – EXECUTION OF AGREEMENT, BONDS AND INSURANCE

11.01 Delivery of Executed Documents

Within seven (7) calendar days of receipt of the Notice of Award, the Successful Contractor shall execute and return the Contract Agreement to the Owner, together with all required Performance and Payment Bonds, Certificates of Insurance, and any other documents required by the Contract Documents.

11.02 Time Is of the Essence

Time is of the essence with respect to the execution of the Agreement and submission of required bonds and insurance. Failure to submit complete and compliant documents within the required timeframe may

constitute sufficient grounds for the Owner to withdraw the Notice of Award and proceed to the next lowest responsible bidder or otherwise act in the Owner's best interest.

11.03 Condition Precedent to Notice to Proceed

The Notice to Proceed will not be issued until the Owner has received, reviewed, and approved the fully executed Agreement, required bonds, and insurance documentation. Delays by the Contractor in providing these items shall not constitute grounds for an extension of Contract Time and may be grounds for the Owner to withdraw the Notice of Award and proceed to the next lowest responsible bidder.

11.04 No Work Prior to Notice to Proceed

The Contractor shall not commence any Work at the Project site until the Contractor has received a written Notice to Proceed. Any Work performed prior to issuance of the Notice to Proceed is undertaken solely at the Contractor's risk and expense.

11.05 Correction of Deficient Documents

If any Agreement documents, bonds, or insurance certificates submitted by the Contractor are incomplete, incorrect, or otherwise unacceptable, the Contractor shall promptly correct and resubmit the required documents. The deadlines established in Article 4 remain in effect and shall not restart due to the submission of deficient or incorrect documents unless the Owner grants a written extension at its sole discretion.

ARTICLE 12 – TERMINATION AND SUSPENSION OF AGREEMENT

12.01 Termination for Cause

The Owner may terminate the Contract, in whole or in part, upon seven (7) days' written notice to the Contractor if the Contractor:

- (a) fails to prosecute the Work with sufficient diligence to ensure timely completion;
- (b) persistently fails to perform the Work in accordance with the Contract Documents;
- (c) fails to provide or maintain required bonds or insurance;
- (d) fails to make prompt payment to subcontractors or suppliers;
- (e) becomes insolvent or is placed in bankruptcy or receivership; or
- (f) otherwise materially breaches any obligation under the Contract.

Upon termination for cause, the Owner may take possession of the Project site, materials, equipment, and tools on site and may complete the Work by whatever means the Owner deems appropriate. The Contractor shall be liable to the Owner for all costs incurred in completing the Work that exceed the unpaid balance of the Contract Price.

12.02 Termination for Convenience

The Owner may, at any time and for any reason, terminate the Contract for convenience by providing written notice to the Contractor. Upon such termination, the Contractor shall cease Work and take all reasonable steps to minimize costs.

The Contractor shall be paid for Work performed to the date of termination, including reasonable demobilization costs, but shall not be entitled to anticipated profit or overhead on unperformed Work, nor to any other damages or consequential costs.

12.03 Suspension of Work

The Owner may suspend the Work, in whole or in part, by providing written notice to the Contractor. The Contractor shall promptly secure and protect the Work during the period of suspension. If the suspension continues for more than thirty (30) consecutive days through no fault of the Contractor, the Contractor may be entitled to an adjustment of Contract Price or Contract Time, or both.

Suspension of the Work shall not constitute grounds for termination by the Contractor.

12.04 Effect of Termination

Upon termination of the Contract, the Contractor shall turn over to the Owner all documents, materials, equipment, and Work completed or in progress. The obligations of the Contractor regarding warranties, indemnification, defective Work, and payment of subcontractors shall survive termination.

ARTICLE 13 - MISCELLANEOUS

13.01 Terms

- A. Terms used in this Agreement shall be interpreted according to their plain and ordinary meaning unless otherwise clearly indicated within the Contract documents.

13.02 Assignment of Contract

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.02 Successors and Assigns

- A. Owner and Contractor each binds itself, its partner, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements, and obligations contained in the contract Documents.

9.03 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close to possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. One counterpart each has been delivered to Owner, Contractor. All portions of the Contract Documents have been signed, initialed, or identified by Owner and Contractor.

NOTE(S) TO USER

See I-21 and correlate procedures for format and signing between the two documents.

This Agreement is dated _____. This Agreement shall not be effective unless and until Agency's designated representative concurs.

OWNER:

CONTRACTOR

Georgetown County Water and Sewer District

_____.

By: _____

By: _____

Title: _____

Title: _____

(CORPORATE SEAL)

(CORPORATE SEAL)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Georgetown County Water and Sewer District

PO Box 2730

Pawleys Island, SC 29585

Address for giving notices:

Agent for service of process:

(If Contractor is a corporation or a partnership,
attach evidence of authority to sign.)

Agency Concurrence:

As lender or insurer of funds to defray the costs of this Contract, and without liability for any payments thereunder, the Agency hereby concurs in the form, content, and execution of this Agreement.

Agency: _____

By: _____

Date: _____

Title: _____