

SUPPLEMENTAL GENERAL CONDITIONS

1B.1 STATED ALLOWANCES. As provided for in paragraph 36 of General Conditions, "Stated Allowances", the cash allowance shall be as follows:

None.

1B.2 CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE. As required under paragraph 29 of General Conditions, the Contractor shall not commence work under this Contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the Owner, nor shall the Contractor allow any Subcontractor to commence work on this subcontract until all similar insurance required of the Subcontractor has been so obtained and approved.

(a) Special Hazards. The Contractor's and his Subcontractor's Public Liability and Property Damage Insurance shall provide adequate protection against the following special hazards: Use of explosives, excavation, shoring and electrical hazards.

(b) Compensation Insurance. The Contractor shall procure and shall maintain during the life of this Contract, Workmen's Compensation Insurance, and in case any such work is sublet, the Contractor shall require the Subcontractor, similarly, to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance. In case any class of employees engaged in hazardous work on the project under this Contract is not protected under the Workmen's Compensation statute, the Contractor shall provide and shall cause such Subcontractor to provide a Workmen's Compensation policy for the protection of such of his employees not otherwise protected.

(c) Public Liability, Property Damage, and Automobile Liability Insurance. The Contractor shall take out and maintain during the life of the Contract such Public Liability and Property Damage Insurance and Automobile Liability Insurance as shall protect him and any Subcontractor performing work covered by this Contract from claims for damage for personal injury, including accidental death as well as from claims for property damage, which may arise from operations under this Contract, whether such operations are by himself or by any Subcontractor or by anyone directly or indirectly employed by either of them. The amount of such insurance shall be as follows:

1. Public Liability Insurance in an amount not less than \$1,000,000 for bodily injury, including accidental death to any one person, and

subject to the same limit for each person, in an amount not less than \$3,000,000 on account of one occurrence.

2. Property Damage Insurance in an amount not less than \$550,000 for any one damage claim, and in an aggregate amount up to \$1,000,000 during a period of twelve (12) months.
3. Automobile Liability Insurance (a) For bodily injury, including accidental death to any one person, in an amount not less than \$500,000 and subject to the same limit for each person, in an amount not less than \$1,000,000 on account of one accident; (b) For property damage in an amount not less than \$500,000 for any one damage claim and in an aggregate amount up to \$600,000 during a period of twelve (12) months.

(d) Owner's Protective Liability Insurance. Issued in the name of the Owner for liability and property damage under (c) 1 and (c) 2 above, in the same amounts as stipulated for the Contractor.

(e) Builder's Risk Insurance. For the full Contract value of the insurance portions of the work.

(f) Proof of Coverage of Insurance. The Contractor shall furnish the Owner with a certificate showing satisfactory proof of carriage of insurance required prior to commencing work on his Contract.

(g) Scope of Insurance. The insurance required under subparagraphs (c), (d), and (e) hereof shall provide adequate protection for the Contractor and his Subcontractors, respectively, as well as the Owner, against damage claims which may arise from operations under this Contract, whether such operations be by the insured or by anyone directly or indirectly employed by him.

(h) City of Cayce to be listed as an additional insured.

(i) Provide information on the certificate of insurance to show the exact location or name of project.

1B.3 NOTICE AND SERVICE THEREOF. All papers required to be delivered to the Owner shall, unless otherwise specified in writing to the Contractor, be delivered to, and any notice to or demand upon the Owner shall be sufficiently given if delivered to, the office of the person designated in paragraph 41 of the General Conditions, or if deposited in the United States Mail in a sealed postage prepaid envelope; or delivered with charges prepaid to any telegraph company for transmission, in each case addressed to said person or to such other representative

of the Owner or to such other address as the Owner may subsequently specify in writing to the Contractor for such purposes.

1B.4 CORRELATION OF PLANS AND SPECIFICATIONS. The Contract, plans and specifications are to be interpreted as mutually explanatory or supplementary, and therefore any features shown in one and not in the other shall have the same force and effect as if shown in both, and shall be fully executed.

Prior to execution of the work, the Contractor shall check all drawings and specifications, and shall immediately report all errors, discrepancies, conflicts and omissions to the Engineer who will make adjustments. Any adjustment by the Contractor without prior approval shall be at his own risk. The settlement of any complications arising from such adjustments shall be made by the Contractor at his own expense and to the satisfaction of the Owner.

1B.5 OWNERSHIP OF DRAWINGS. All drawings, specifications and memoranda relating to the work are the property of the Engineer and are to be carefully used and returned to the Engineer at completion or cessation of the work from any cause.

1B.5.1 CONTRACT DOCUMENTS TO BE FURNISHED. Three (3) sets of plans and specifications will be furnished the Contractor without charge. Additional sets can be secured from the Engineer upon request at cost of reproduction. The Contractor shall have available on the project site at all times one (1) copy of each of the said plans and specifications.

1B.6 ORDER OF WORK. The prosecution, order or sequence of the work, shall be as approved by the Engineer, which approval, however, shall in no way affect the responsibility of the Contractor.

1B.7 ABBREVIATIONS AND DEFINITIONS.

1B.7.1 Abbreviations used in these specifications refer to the following:

OWNER/ENGINEER –

City of Cayce
Attn: Karalyn Miskie, City Engineer
PO Box 2004
Cayce, SC 29171-2004

1B.7.2 Definitions. Wherever in the specifications or upon the drawings the words "directed," "required," "permitted," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the direction, requirement, permission, order designation, or prescription

of the Owner is intended, and similarly the words "approved," "acceptable," "satisfactory," or words of like import, shall mean approved by, or accepted to, or satisfactory to the Owner, unless otherwise expressly stated.

1B.8 PHYSICAL DATA. The drawings, which accompany and form a part of this Contract, have been prepared on the basis of surveys and inspections of the site, and are intended to present an essentially accurate indication of the physical conditions at the site. However, this shall not relieve the Contractor of the necessity for familiarizing himself with physical conditions at the site, and any discrepancies found in the drawings shall not be the grounds for claims by the Contractor against the Owner, or for non-performance of work specifically provided for under the Contractor.

1B.9 ORGANIZATION, PLANT AND PROGRESS. The following is supplemental to paragraph 16 of the General Conditions:

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

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

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

1B.10 SUPERVISION AND INSPECTION.

(a) The work shall be conducted under the general direction of the Engineer and may be inspected by inspectors appointed by him. The inspectors will keep a record of work done and see that the location and limit marks are kept in proper order; but the presence of the inspectors shall not relieve the Contractor or his responsible agent of responsibility for the proper execution of the work.

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

(c) Except as specified in this paragraph, or otherwise provided for in these specifications, all expense of inspection will be borne by the Contractor.

(d) It is understood that any instruction or decision given by the Engineer through the Resident Engineer is to be considered the instruction or decision of the Owner, in all cases where, under the terms of this Contract, decision rests with the Engineer.

(e) The work shall be entirely under the control of the Engineer, and he or his authorized representative shall have access to same at all times. The Engineer may require the Contractor to dismiss such employees as he deems to be incompetent or careless.

1B.11 STANDARD TESTS, QUALITY AND GUARANTEES.

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

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

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

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

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

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

1B.12 STANDARD PRODUCTS. All materials, supplies and articles furnished shall, wherever is specified and otherwise wherever practicable, be the standard products of recognized, reputable manufacturers. The standard products of the manufacturer other than these specified will be accepted when it is proven to the satisfaction of the Engineer, in accordance with the Contract, that they are equal in strength, durability, usefulness and convenience for the purpose intended. Any changes required in the details and dimensions indicated on the drawings, for the substitution of standard products other than these provided for, shall be properly made as approved by the Engineer and at the expense of the Contractor.

1B.13 PROTECTION OF MATERIAL AND WORK. The Contractor shall at all times carefully and properly protect all materials of every description, both before and after being used in the work, and all work performed by him, and provide any enclosing or special protection from weather deemed necessary by the Engineer without additional cost to the Owner. Partial payments under the contract will not relieve the Contractor from responsibility. When materials and work at the site which have been partly paid for are not adequately protected by the Contractor, such materials will be protected by the Owner at the expense of the Contractor, and no further partial payment will be made thereon.

1B.14 INSPECTION BY AGENCIES. The representative of SCDHEC, City of Cayce and the Engineer shall have access to the work, wherever it is in preparation or progress, and the Contractor shall provide proper facilities for such access and inspection.

1B.15 WITHHOLDING FOR NON-RESIDENTS.

(a) Attention of non-resident Contractors is invited to Part Two, Act No. 855, Acts of the General Assembly of South Carolina, 1958.

(b) If a non-resident Contractor is the successful bidder on this project, he shall be required to post surety bond, or deposit cash or securities with the South Carolina Tax Commission in compliance with the Act. Proof of such coverage shall be filed with the Engineer before work is started.

(c) If the Contractor fails to comply with the requirements of the South Carolina Tax Commission, two percent (2%) of each and every payment made to the Contractor shall be retained by the Owner to satisfy such requirements.

1B.16 SAFETY AND HEALTH REGULATIONS. The Contractor shall comply with the Department of Labor and Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL-91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL-91-54).

1B.17 TEMPORARY LIGHT AND POWER. N/A

1B.18 TEMPORARY WATER: N/A

1B.19 POWER SUPPLY. N/A

1B.20 "AS-BUILT" DRAWINGS. The Contractor shall furnish to the Engineer, two sets of marked-up drawings for an "as-built" record showing all modifications from the Contract drawings. (see Special Conditions)

1B.21 LINES, GRADES, STAKES AND TEMPLATES. The Contractor is responsible for all construction staking. (see Special Conditions)

1B.22 ENUMERATION OF PLANS. The following are the Plans, which form a part of this Contract, as set forth in paragraph 1A.1 of the General Conditions, "Contract and Contract Documents":

DRAWINGS

Sheet No.	Drawing Title
1	Cover Sheet
2	Sanitary Sewer Plan
3	Sanitary Sewer Notes
4	Sanitary Sewer Details