

**BID DOCUMENTS AND TECHNICAL SPECIFICATIONS**

***POSSUM POINT SEWER EXTENSION  
(PHASE FOUR)  
CDBG GRANT NUMBER 4-C1-14-002***

**for**

**Town of Bluffton  
Beaufort County, South Carolina**

**April 2016**



Prepared by:

**HUSSEY GAY BELL**  
*Established 1958*

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NOTICE TO CONTRACTORS AND  
INVITATION FOR BIDS

Sealed bids will be received by the Town of Bluffton for the Possum Point Sewer Extension Phase 4, and they are due by **9:00 a.m.** (Local Time) on **July 1, 2016** at Town Hall, P.O. Box 386, 20 Bridge Street, Bluffton, South Carolina (29910) at which time they will be publicly opened and read. Bids shall be clearly marked as **“IFB 2016-47 Possum Point Sewer Extension (Phase Four)”** and offerors shall submit one (1) original and four (4) copies by the stated deadline.

The work under this Contract will consist generally of the following:

- Sewer main extensions
- Water and sewer services
- Surface rehabilitation

The Plans and Specifications are available for inspection on the Town of Bluffton’s website ([www.townofbluffton.sc.gov/governing/Pages/requestforproposals.aspx](http://www.townofbluffton.sc.gov/governing/Pages/requestforproposals.aspx))

All questions concerning the Plans, Specifications, and other Contract Documents shall be directed to Gerry Diaz at the Town of Bluffton, P.O. Box 386, Bluffton, South Carolina (29910), or via facsimile (843) 706-4533, or e-mail at [gdiaz@townofbluffton.com](mailto:gdiaz@townofbluffton.com). All questions must be submitted no later than seven (7) days prior to the bid opening or June 13, 2016.

Bidders on this Work will be required to comply with the President’s Executive Order No. 11246 and Order No. 11375 which prohibit discrimination in employment regarding race, creed, color, sex or national origin.

Bidders must comply with Title VI of the Civil Rights Act of 1964, the Davis-Bacon Act, the Anti-Kickback Act, the Contract Work Hours and Safety Standards Act, and 40 CFR 33.240.

This project will be partially constructed with funds provided by the South Carolina Department of Commerce, Division of Community Grant Programs, under the State’s Community Development Block Grant (CDBG) Program.

Bidder must make positive efforts to use small and minority owned businesses.

Attention of bidders is particularly called to the requirements as to the conditions of employment to be observed and minimum wage rates to be paid under the contract.

**Bids must be accompanied by a certified check or Bid Bond in the amount of five percent of the amount bid. The successful bidder must be able to provide a Payment Bond and Performance Bond within ten days of Notice of Award. These bonds must be in the amount of 100 percent of the contract amount. Provisions of the Security shall be as described in the Instruction and Information for Bidders.**

Any prospective bidder, offeror, contractor or subcontractor who is aggrieved in connection with the solicitation of this contract may protest to Owner (Town of Bluffton) in accordance with Section 27 of the Town of Bluffton Purchasing Ordinance within 15 days of the date of issuance of the Notice of Intent to Award.

No bid will be considered unless the bidder is legally qualified under the provisions of the South Carolina Contractor's Licensing Law (South Carolina Code of Laws as amended on April 1, 1999, Chapter 11, Sections 40-11-10 through 40-11-428).

**The successful bidder must furnish proof that they have an appropriate State of South Carolina Utility Contractor's License and a Town of Bluffton Business License before a contract will be executed.**

Bids must be signed by an official of the company authorized to bind the offeror, and it shall contain a statement that the proposed price is good for a period of at least ninety (90) days from the Bid opening date.

The Town reserves the right to refuse any or all bids and to waive any technicalities and formalities. The Town reserves the right to negotiate with all qualified offerors. The Town may cancel this solicitation in part or in its entirety if it is in the Town's best interest to do so.

This solicitation does not commit the Town to award a contract, or to pay for any cost incurred in the preparation of your bids, or to procure or contract for any articles of goods or services.

The Town does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or in the provision of goods or services.

All bidders must comply with the latest version of Beaufort/Jasper Water & Sewer Technical Specifications & Details.

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## INSTRUCTIONS AND INFORMATION FOR BIDDERS

1. BASIS OF CONTRACT:

See Invitation/Advertisement for Bids and proposal form.

2. BID SECURITY:

See Invitation/Advertisement for Bids and Proposal form.

3. UTILITY CONTRACTOR'S LICENSE:

All contractors wishing to bid on this project must have obtained a "Utility Contractor License" and "Utility Contractor License Number". All utility work to be included in this project shall be done by a licensed contractor. The successful bidder must furnish proof that they have a State of South Carolina Utility Contractor's License and Town of Bluffton Business License before a contract will be executed.

4. PRE-BID CONFERENCE: NO PRE-BID CONFERENCE

A conference will be held at X:XX P.M. on Xxxxxx XX, 2016 at Town Hall, 20 Bridge Street, Bluffton, South Carolina. Project scheduling, coordination requirements and questions will be addressed at this time.

Minutes of the conference will be issued as an addendum and will be made a part of the contract.

5. INTERPRETATIONS:

No oral interpretation will be made to bidders as to the meaning of the Plans and Specifications. Requests for interpretation of Plans and Specifications must be made in writing to Gerry Diaz at the Town of Bluffton, P.O. Box 386, Bluffton South Carolina (29910), or via facsimile (843) 706-4533, or by e-mail at [gdiaz@townofbluffton.com](mailto:gdiaz@townofbluffton.com) no later than seven (7) days prior to the date set for receipt of proposals, and failure on the part of the successful bidder to do so shall not relieve him as Contractor of the obligation to execute such work in accordance with a later interpretation by the Engineer. All interpretations made to bidders will be issued in the form of addenda to the plans and specifications and will be sent to all bidders. Such addenda are to be covered in the proposal, and in closing the Contract they will become a part thereof.

6. BIDDERS TO INVESTIGATE:

Bidders are required to submit their proposals upon the following express conditions, which shall apply to and become part of every bid received, viz:

Each Bidder must satisfy himself and form his own opinion by personal examination of the location and ground of the proposed work, and by such other means as he may desire, as to the actual conditions and requirements of the work, including the materials to be excavated;

must make his own interpretations and satisfy himself by his own investigations and research regarding labor and materials needed, and shall make his bid in sole reliance thereon. Any information or data furnished by the Owner or its employees for the convenience of any bidder is not guaranteed.

7. PROPOSALS:

Proposals will be opened and read as stated in the Invitation/Advertisement for Bids.

All bids must be submitted on the Bid Proposal Form furnished to the Bidder as a part of these documents and must be signed. All blanks on the proposal form must be filled in. Numbers shall be written in English words and in Arabic Numerals, and the completed form shall be without interlineation, alteration, or erasure. Failure to submit a proposal in the form requested or the inclusion of any condition, alternate, limitation or provision not called for will render the bid irregular and shall be considered sufficient cause for rejection of a bid. Failure to complete entries in all blanks in the proposal form shall be considered sufficient cause for rejection of a proposal. If the bidder is not currently able to complete the work described in the Plans and Specifications but would like to be considered for future work in the Town of Bluffton, the bidder may submit a Bid Proposal with the terms "NO BID". A "NO BID" Bid Proposal will be considered a responsive bid.

All addenda issued shall be acknowledged in the place so designated. All alternates, if any, shall be bid on; the term "no bid" shall not be used. In the event that the Bidder does not desire to make a change in price from his Base Bid for any given alternate, he shall so indicate by using the words "no change." Proposals shall close with legal name of Bidder and be executed by one legally authorized to bind the bidding firm to a contract.

Bid Security, made payable to the Owner, shall be in the amount of five percent (5%) of the Base Bid. Security shall be a Bid Bond issued by a surety licensed to conduct business in state where project is located, and shall have attached Power of Attorney certifying bond signee. A proposal cannot be withdrawn after it is filed, unless Bidder makes written request to the Owner prior to time set for opening of bids, or unless the Owner fails to accept bid within 90 days after date fixed for opening of bids. If any bidder refuses to enter into a contract, the Owner will retain his Bid Security as liquidated damages but not as a penalty. The successful bidder must be able to provide a Payment Bond and Performance Bond within 10 days of notice to award. Samples of such bonds are contained herein and shall be in the amount of 100% of the value of the Base Bid.

Submittal: The Proposal, in duplicate, and a single copy of the Bid Security together with the Power of Attorney shall be contained in a sealed envelope bearing the Bidder's name and utility contractor's license number clearly addressed to the Owner as indicated on the Proposal Form. In addition, in large letters on both the front and back of the envelope, the following shall appear: "PROPOSAL FOR CONSTRUCTION. DO NOT OPEN UNTIL (INSERT TIME) O'CLOCK, (INSERT DATE)" not later than the date and hour named therein. After

that time, no proposals will be received or withdrawn.

8. FORM OF AGREEMENT:

Form of Agreement will be on the enclosed Form in the Bid Documents.

9. AWARD:

The Owner's intent is to make an award within funds available to the lowest responsible bidder furnishing satisfactory performance surety.

The Owner reserves the right to reject any or all bids and to waive technicalities and informalities.

The Owner reserves the right to select the alternates to be used in determining the lowest bid. If such bid exceeds available funds, the Owner may reject all bids. The Owner will decide which is the lowest qualified bidder, and in determining such bidder, the following elements will be considered for each bidder:

- a. Maintains a permanent place of business.
- b. Has adequate plant, equipment and personnel to perform the work properly and expeditiously.
- c. Has suitable financial status to meet obligations incident to the work.
- d. Has appropriate technical experience.

Awards shall be made only to responsive and responsible contractors who possess the ability or have access to resources to perform successfully under the terms and conditions of proposed procurement. Consideration must be given to such matters as contractor integrity, compliance with public policy, record of past performance, financial, and technical resources.

10. CONTRACTOR TO BE SATISFACTORY TO OWNER:

The Contract will not be awarded to any bidder or bidders who have failed in any contractual obligations to the Owner, or who has on any previous contract performed in a manner unsatisfactory to the Owner, either as to the character of the work, the fulfillment of guarantees or the time consumed in its completion.

One or more bidders shall, upon written request and prior to the letting of the contract, furnish the owner with the following information relative to his own business and that of each of the subcontractors named in his Bid Proposal.

- (a) A statement of his experience, including a list of projects for which he or his firm was a responsible contractor or subcontractor; such lists shall indicate the name or identification and location of each project, the year it was completed, a brief description and the approximate dollar value of the work for which he was responsible.

- (b) A statement of experience of each subcontractor named in his Bid Proposal; each statement shall include a list of projects for which the named subcontractor was a responsible contractor or subcontractor; such lists shall include the name or identification and location of each project, the year it was completed, a brief description and the approximate dollar value of the work for which the named subcontractor was responsible.
- (c) The amount of capital and equipment the Bidder has available for the work of the project.
- (d) The amount of capital and equipment each of the named subcontractors has available for the work of the project.
- (e) A statement showing the financial assets and liabilities of the Bidder, certified to by a Certified Public Accountant.
- (f) A statement from each of the named subcontractors showing his assets and liabilities, certified by a Certified Public Accountant.

11. LIQUIDATED DAMAGES:

Liquidated damages as set forth in the Bid Proposal will be assessed for each consecutive calendar day of delay in the completion of the work not excusable as provided in the Special Conditions (Section 01002) and the Bid Proposal.

12. SURETY AND INSURANCE COMPANIES:

The Contract provides that the surety and insurance companies must be acceptable to the Owner. To avoid inconvenience, any bidder or subcontractor should confer with the Owner to determine whether the surety or insurance companies expected to be used on the work are acceptable to the Owner. (See Section 00700, Article 5.)

BID PROPOSAL

TOWN OF BLUFFTON  
P.O. BOX 386  
BLUFFTON, SOUTH CAROLINA 29910

ATTENTION: MR. JEFF WIGGINS  
PROJECT MANAGER

PROJECT TITLE: POSSUM POINT SEWER EXTENSION (PHASE FOUR)

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

Gentlemen:

Having carefully examined the Plans, Specifications and other Contract Documents relating to the project, dated July 2014 (See Section 01002, Para. 24 for latest revision dates.) and Addendum No.(s) \_\_\_\_\_, and also having carefully inspected the premises and the conditions affecting the work, the undersigned hereby proposes and agrees to furnish all materials, labor skill, equipment, tools and other things of every kind and description specified, needed or used for the complete execution of all work covered by and in conformity with the aforesaid Plans, Specifications and other Contract Documents prepared by HUSSEY, GAY, BELL & DEYOUNG, INC., Consulting Engineers (hereinafter called the "Engineer") for the Town of Bluffton (hereinafter called the "Owner") and all Amendments and Addenda thereto, for the sums hereinafter stated.

SCHEDULE OF BID PROPOSAL:

Bidder must fill in unit prices in figures, make extensions of each item and total as indicated. For complete information concerning these items, see Plans and Specifications.

## Possum Point Sewer Extension (Phase 4)

Item #	Description	Estim. Qty.		Unit Price	Total Price
	<b>General</b>				
1	Clearing and Grubbing, incl. street R/W, easements & other areas as shown on the plans	1	LS		
2	Grading and Project Miscellaneous shall include all grading, including off-site removal and replacement of unsuitable material, to meet the finished grades shown on the plans, and project staking, testing, insurance, bonds & all miscellaneous items not included elsewhere in this bid schedule to complete the project in accord with the plans & specifications.	1	LS		
3	Rem. and Rep. Standard Asphalt Paving Section	539	SY		
4	Saw and Rep. Existing Asphalt Paving	141	SY		
5	Remove and Replace Concrete Paving Section	20	SY		
6	Silt Fence - Type "A"	7,016	LF		
7	Cd1-Hb	7	EA		
8	Grassing	12,100	SY		

**SUBTOTAL**

<b>SANITARY SEWER SYSTEM</b>					
1	4" PVC Service Lat. (Direct Bury)	65	LF		
2	4" PVC Service Lat. (Horizontal Directional Drill)	78	LF		
3	6" PVC Service Lat. (Direct Bury)	80	LF		
4	6" PVC Service Lat. (Horizontal Directional Drill)	281	LF		
5	8"x4" Service Wye	13	EA		
6	8"x6" Service Wye	13	EA		
7	4" Cleanout For Future Connection	39	EA		
8	8" PVC Sewer Pipe 0' - 6'	835	LF		
9	8" PVC Sewer Pipe 6' - 8'	1,164	LF		
10	8" PVC Sewer Pipe 8' - 10'	479	LF		
11	8" PVC Sewer Pipe 10' - 12'	330	LF		
12	8" PVC Sewer Pipe 12' - 14'	490	LF		
13	Jack and Bore 16" Steel Casing	50	LF		
14	Install 8-inch PVC in 16-inch Steel Casing	50	LF		
15	Standard Manhole 0' - 6'	7	EA		

Item #	Description	Estim. Qty.		Unit Price	Total Price
16	Standard Manhole 6' - 8'	5	EA		
17	Standard Manhole 8' - 10'	2	EA		
18	Outside Drop Manhole 8'-10'	1	EA		
19	Standard Manhole 10'-12'	1	EA		
20	Standard Manhole 12' - 14'	1	EA		
21	Outside Drop Manhole 12'-14'	2	EA		
22	Core Drill Existing Manhole	1	EA		

**SUBTOTAL**

<b>WATER DISTRIBUTION SYSTEM</b>					
1	1" PVC Service Lateral (Direct Bury)	300	LF		
2	1" PVC Service Lateral (HDD)	155	LF		
3	4" PVC Water Main (Direct Bury)	390	LF		
4	6" PVC Water Main (Direct Bury)	1,380	LF		
5	6" Valve in Box	3	EA		
6	4" Valve in Box	5	EA		
7	Fire Hydrant Assembly, Tee, Valve in Box, Horizontal, and Vertical Piping	3	EA		
8	Post Hydrant	2	EA		
9	6" x 4" Reducer	3	EA		
10	10" x 6" Tapping Sleeve with 6" Valve in Box	3	EA		
11	10" x 1" Tapping Saddle	3	EA		
12	6" x 1" Tapping Saddle	6	EA		
13	4" x 1" Tapping Saddle	5	EA		

**SUBTOTAL**

**GENERAL**

**SANITARY SEWER SYSTEM**

**WATER DISTRIBUTION SYSTEM**


**BASE BID**

For and in consideration of the sum of \$1.00, the receipt of which is hereby acknowledged, the Undersigned agrees that this proposal may not be revoked or withdrawn after the time set for the opening of bids but shall remain open for acceptance for a period of ninety days following such time.

In case he be notified in writing by mail, telegraph, or delivery of the acceptance of the Proposal within ninety days after the time set for the opening of bids, the Undersigned agrees to execute within

ten days a Contract (Form of Agreement between Contractor and Owner) for the work for the above stated compensation and at the same time to furnish and deliver to the Owner a Performance Bond and Payment Bond in accordance with the instructions bound in the specifications, each in an amount equal to 100 percent of the contract sum.

The Undersigned agrees to commence actual physical work on the site with an adequate force (preference is 2 crews – one to work on the main line and one to start laying the services from the property line up to the house or septic tanks) and equipment within ten days of the issuance of the Notice to Proceed and to reach substantial completion within 120 consecutive calendar days with an additional 28 consecutive calendar days to reach final completion, Permit to Operate and all services connected. The Undersigned Bidder agrees to pay to the Owner, Liquidated Damages as stated in the Special Conditions for each consecutive calendar day of delay in an amount not to exceed \$500 per day.

Enclosed herewith is a Bid Bond in the amount of \_\_\_\_\_

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_ )

being not less than 5 percent of the Base Bid. The Bid Bond must be submitted on a form acceptable to the Owner. The Undersigned agrees that the above stated amount is the proper measure of liquidated damages which the Owner will sustain by the failure of the Undersigned to execute the Contract and to furnish the performance Bond and Payment Bond in case this proposal is accepted and further agrees to the following:

If this Proposal is accepted within 90 days after the date set for the opening of bids and the Undersigned fails to execute the Contract within 10 days after written notice of such acceptance or if he fails to furnish both a Performance Bond and Payment Bond, the obligation of the Bid Bond will remain in full force and effect and the money payable thereon shall be paid into the funds of the Owner as Liquidated Damages for such failure; otherwise the obligation of the Bid Bond will be null and void.

All Water & Sewer activities will conform to the latest version of the Beaufort/Jasper Water & Sewer Authority Technical Specifications and Details.

The Bidder submits the following statement of Bidder's qualifications.

BIDDER'S QUALIFICATIONS

NAME OF BIDDER \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_

TELEPHONE NO. \_\_\_\_\_ FAX NO. \_\_\_\_\_

WHEN ORGANIZED \_\_\_\_\_

WHERE INCORPORATED \_\_\_\_\_

LICENSED TO DO BUSINESS IN THE STATE OF \_\_\_\_\_

The foregoing statement of qualifications is submitted under oath:

Respectfully submitted,

Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

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

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

The legal name of the Bidder is:

\_\_\_\_\_

(Attach satisfactory evidence of the authority of the officer, or officers, signing on behalf of a corporation.)

## CONTRACTOR QUESTIONNAIRE

Name of Contractor: \_\_\_\_\_

Names, addresses, and telephone numbers of three references for which contractor has performed work similar in nature and scope to this project:

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Names, addresses, telephone numbers and general description of work to be performed by proposed subcontractors:

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Do you have a written safety plan: \_\_\_\_\_

Can you provide information regarding safety or insurance records such as experience, OSHA incident rate, or other logs/documentation: \_\_\_\_\_

Do you have a safety manager on staff: \_\_\_\_\_

If so, please name that person: \_\_\_\_\_

Do you have a person on staff who will prepare the required traffic control plan: \_\_\_\_\_

If so, please name that person: \_\_\_\_\_

Do you have a person on staff that is qualified and certified to perform all required inspections and observations work: \_\_\_\_\_

If so, please name that person: \_\_\_\_\_

If not, please name the consultant or subcontractor who will perform these activities under contract to your firm: \_\_\_\_\_

Do you have a person on staff who will handle specialized equipment needs such as shoring mechanisms or de-watering systems: \_\_\_\_\_

If so, please name that person: \_\_\_\_\_

Have you identified the proposed project manager: \_\_\_\_\_

If so, please name that person: \_\_\_\_\_

Have you identified the proposed on-site superintendent: \_\_\_\_\_

If so, please name that person: \_\_\_\_\_

Has your firm previously performed work that was funded with Community Development Block Grant (CDBG) monies: \_\_\_\_\_

Is your firm fully cognizant of CDBG and related requirements indicated in the Department of Commerce Grants Administration Community Development Block Grant Contract Special Provisions: \_\_\_\_\_

Have you identified which member of your staff will be responsible for grant requirements and compliance activities including, but not limited to, Title VI of the Civil Rights Act of 1964, the Davis-Bacon Act, the Anti-Kickback Act, the Contract Work Hours, and Safety Standards Act, and 40 CFR 33.240: \_\_\_\_\_  
\_\_\_\_\_

Is your firm fully cognizant of Town of Bluffton rules and regulations including, but not limited to, tree protection, environmental protection, business licenses, and other requirements: \_\_\_\_\_

Have you visited the job site: \_\_\_\_\_

If so, have you planned how to protect the property of adjacent landowners and to minimize disruption to residents: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Have you identified which member of your staff will coordinate directly with residents and citizens in or adjacent to the project work area: \_\_\_\_\_

If so, please name that person: \_\_\_\_\_

Have you identified which member of your staff will coordinate directly with utility providers at or adjacent to the project site: \_\_\_\_\_

If so, please name that person: \_\_\_\_\_

Are you prepared to submit the information required per Section 10 of the "Instructions and Information to Bidders" in the Contract Documents: \_\_\_\_\_

What is your intended approach to material storage or a "lay-down yard": \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Are you planning to mobilize an office trailer to this job site: \_\_\_\_\_

If so, is there a space in the trailer for the Owner's representative: \_\_\_\_\_

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

**SUGGESTED FORM OF AGREEMENT  
BETWEEN OWNER AND CONTRACTOR FOR  
CONSTRUCTION CONTRACT (STIPULATED PRICE)**

Prepared by

**ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE**

and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE  
*A Practice Division of the*  
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

Endorsed by



CONSTRUCTION SPECIFICATIONS INSTITUTE

This Suggested Form of Agreement has been prepared for use with the Standard General Conditions of the Construction Contract (EJCDC C-700, 2007 Edition). Their provisions are interrelated, and a change in one may necessitate a change in the other. The language contained in the Suggested Instructions to Bidders (EJCDC C-200, 2007 Edition) is also carefully interrelated with the language of this Agreement. Their usage is discussed in the Narrative Guide to the 2007 EJCDC Construction Documents (EJCDC C-001, 2007 Edition).

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## INTRODUCTION

This Suggested Form of Agreement between Owner and Contractor for Construction Contract (Stipulated Price) ("Agreement") has been prepared for use with the Suggested Instructions to Bidders for Construction Contracts ("Instructions to Bidders") (EJCDC C-200, 2007 Edition); the Suggested Bid Form for Construction Contracts ("Bid Form") (EJCDC C-410, 2007 Edition); and the Standard General Conditions of the Construction Contract ("General Conditions") (EJCDC C-700, 2007 Edition). Their provisions are interrelated, and a change in one may necessitate a change in the others. See also the Guide to the Preparation of Supplementary Conditions (EJCDC C-800, 2007 Edition), and the Narrative Guide to the 2007 EJCDC Construction Documents (EJCDC C-001, 2007 Edition).

This Agreement form assumes use of a Project Manual that contains the following documentary information for a construction project:

- Bidding Requirements, which include the advertisement or invitation to bid, the Instructions to Bidders, and the Bid Form that is suggested or prescribed, all of which provide information and guidance for all Bidders; and
- Contract Documents, which include the Agreement, performance and payment bonds, the General Conditions, the Supplementary Conditions, the Drawings, and the Specifications.

The Bidding Requirements are not Contract Documents because much of their substance pertains to the relationships prior to the award of the Contract and has little effect or impact thereafter, and because many contracts are awarded without going through the bidding process. In some cases, however, the actual Bid may be attached as an exhibit to the Agreement to avoid extensive rekeying. (The definitions of terms used in this Agreement, including "Bidding Documents," "Bidding Requirements," and "Contract Documents," are set forth Article 1 of the General Conditions.)

Suggested provisions are accompanied by "Notes to User" to assist in preparing the Agreement. The provisions have been coordinated with the other forms produced by EJCDC. Much of the language should be usable on most projects, but modifications and additional provisions will often be necessary. When modifying the suggested language or writing additional provisions, the user must check the other documents thoroughly for conflicts and coordination of terms and make appropriate revisions in all affected documents.

All parties involved in construction projects benefit significantly from a standardized approach in the location of subject matter throughout the documents. Experience confirms the danger of addressing the same subject matter in more than one location: doing so frequently leads to confusion and unanticipated legal consequences. When preparing documents for a construction project, careful attention should be given to the guidance provided in the Uniform Location of Subject Matter (EJCDC N-122).

EJCDC has designated Section 00520 for this Agreement. If this convention is used, the first page of the Agreement would be numbered 00520-1. If CSI's MasterFormat 04™ is being used for the Project Manual, consult MasterFormat 04 for the appropriate section number and number the pages accordingly.

For brevity, paragraphs of the Instructions to Bidders are referenced with the prefix "I," those of the Bid Form are referenced with the prefix "BF," and those of this Agreement are referenced with the prefix "A."

**NOTE:** EJCDC publications may be purchased from any of the organizations listed on the page immediately following the cover page of this document.

**SUGGESTED FORM OF AGREEMENT  
BETWEEN OWNER AND CONTRACTOR  
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between \_\_\_\_\_ Town of Bluffton \_\_\_\_\_ (“Owner”) and (“Contractor”)

---

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

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

**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:

**ARTICLE 3 – ENGINEER**

3.01 The Project has been designed by HG & B (Engineer), which is to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer 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*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Dates for Substantial Completion and Final Payment*

- A. The Work will be substantially completed on or before \_\_\_\_\_, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before \_\_\_\_\_.

[or]

4.02 *Days to Achieve Substantial Completion and Final Payment*

- A. The Work will be substantially completed within 120 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 148 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$500 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$500 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

**ARTICLE 5 – CONTRACT PRICE**

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, 5.01.B, and 5.01.C below:

- A. For all Work other than Unit Price Work, a lump sum of: \$ 0

All specific cash allowances are included in the above price in accordance with Paragraph 11.02 of the General Conditions.

- B. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item:

UNIT PRICE WORK

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Bid Unit Price</u>	<u>Bid Price</u>
-----------------	--------------------	-------------	---------------------------	-----------------------	------------------

**See Bid Proposal**

Total of all Bid Prices (Unit Price Work) \$ \_\_\_\_\_

The Bid prices for Unit Price Work set forth as of the Effective Date of the Agreement are based on estimated quantities. As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions.

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 Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

**6.02 *Progress Payments; Retainage***

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 30th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units 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 Paragraph 14.02 of the General Conditions.

a. 50 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and

progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

b. \_\_\_\_\_ percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 90 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

### 6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

## **ARTICLE 7 – INTEREST**

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 0 percent per annum.

## **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 tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data."

- E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) 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 Contract Documents; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, 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 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.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## **ARTICLE 9 – CONTRACT DOCUMENTS**

### **9.01 Contents**

- A. The Contract Documents consist of the following:
  - 1. This Agreement (pages 1 to \_\_, inclusive).
  - 2. Performance bond (pages \_\_\_\_ to \_\_\_\_, inclusive).
  - 3. Payment bond (pages \_\_\_\_ to \_\_\_\_, inclusive).
  - 4. Other bonds (pages \_\_\_\_ to \_\_\_\_, inclusive).
    - a. \_\_\_\_ (pages \_\_\_\_ to \_\_\_\_, inclusive).
    - b. \_\_\_\_ (pages \_\_\_\_ to \_\_\_\_, inclusive).
    - c. \_\_\_\_ (pages \_\_\_\_ to \_\_\_\_, inclusive).
  - 5. General Conditions (pages \_\_\_\_ to \_\_\_\_, inclusive).
  - 6. Supplementary Conditions (pages \_\_\_\_ to \_\_\_\_, inclusive).

7. Specifications as listed in the table of contents of the Project Manual.
  8. Drawings consisting of \_\_\_\_\_ sheets with each sheet bearing the following general title: \_\_\_\_\_ [or] the Drawings listed on attached sheet index.
  9. Addenda (numbers \_\_\_\_\_ to \_\_\_\_\_, inclusive).
  10. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor's Bid (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive).
    - b. Documentation submitted by Contractor prior to Notice of Award (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive).
    - c. *[List other required attachments (if any), such as documents required by funding or lending agencies].*
  11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
    - a. Notice to Proceed (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive).
    - b. Work Change Directives.
    - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

## **ARTICLE 10 – MISCELLANEOUS**

### 10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

### 10.02 *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.

#### 10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its partners, 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.

#### 10.04 *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 as possible to expressing the intention of the stricken provision.

#### 10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### 10.06 *Other Provisions*

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

*NOTE TO USER*

*See I-21 and correlate procedures for format and signing of the documents.*

This Agreement will be effective on \_\_\_\_\_ (which is the Effective Date of the Agreement).

*NOTE TO USER*

*The Effective Date of the Agreement and the dates of any Construction Performance Bond (EJCDC C-610) and Construction Payment Bond (EJCDC C-615) should be the same, if possible. In no case may the date of any bonds be earlier than the Effective Date of the Agreement.*

OWNER:

CONTRACTOR

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

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

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

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

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

Attest  
\_\_\_\_\_

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

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

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

Address for giving notices:

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

License No.: \_\_\_\_\_

(Where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

*NOTE TO USER: Use in those states or other jurisdictions where applicable or required.*

Agent for service of process:

\_\_\_\_\_

STANDARD ADDENDUM  
TO  
EJCDC C-520 (2007 EDITION)  
STANDARD FORM OF AGREEMENT  
BETWEEN OWNER AND CONTRACTOR  
FOR  
CONSTRUCTION CONTRACT (STIPULATED PRICE)  
FOR THE  
TOWN OF BLUFFTON

**ARTICLE 3** – The phrase “act as Owner’s representative,” shall be deleted in Article 3.01.

**ARTICLE 4** – The phrase “or other loss” shall be inserted after the phrase “financial loss” in the first sentence in Article 4.03(A).

**ARTICLE 5** – In the last sentence of Article 5.01(B), the phrase “by Engineer” shall be deleted.

**BID BOND**

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER *(Name and Address)*:

SURETY *(Name and Address of Principal Place of Business)*:

OWNER *(Name and Address)*:

**BID**

Bid Due Date:

Description *(Project Name and Include Location)*:

**BOND**

Bond Number:

Date *(Not earlier than Bid due date)*:

Penal sum \_\_\_\_\_ \$ \_\_\_\_\_  
 (Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

**BIDDER**

**SURETY**

\_\_\_\_\_  
 Bidder's Name and Corporate Seal (Seal)

\_\_\_\_\_  
 Surety's Name and Corporate Seal (Seal)

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

By: \_\_\_\_\_  
 Signature (Attach Power of Attorney)

\_\_\_\_\_  
 Print Name

\_\_\_\_\_  
 Print Name

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Title

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

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

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Title

*Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.*

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
  - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2 All Bids are rejected by Owner, or
  - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

# PAYMENT BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (*Name and Address*):

SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):

## CONTRACT

Effective Date of Agreement:

Amount:

Description (*Name and Location*):

## BOND

Bond Number:

Date (*Not earlier than Effective Date of Agreement*):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

## CONTRACTOR AS PRINCIPAL

## SURETY

\_\_\_\_\_  
Contractor's Name and Corporate Seal (Seal)

\_\_\_\_\_  
Surety's Name and Corporate Seal (Seal)

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

By: \_\_\_\_\_  
Signature (Attach Power of Attorney)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

*Note: Provide execution by additional parties, such as joint venturers, if necessary.*

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to Owner, this obligation shall be null and void if Contractor:
  - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
  - 2.2 Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.
4. Surety shall have no obligation to Claimants under this Bond until:
  - 4.1 Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
  - 4.2 Claimants who do not have a direct contract with Contractor:
    1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
    2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
    3. Not having been paid within the above 30 days, have sent a written notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.
5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.
6. Reserved.
7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.
8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.
9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders, and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### 15. Definitions

15.1 Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

15.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract, or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – *(Name, Address, and Telephone)*

Surety Agency or Broker:

Owner's Representative *(Engineer or other)*:

# PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (*Name and Address*):                      SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):

## CONTRACT

Effective Date of Agreement:

Amount:

Description (*Name and Location*):

## BOND

Bond Number:

Date (*Not earlier than Effective Date of Agreement*):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

## CONTRACTOR AS PRINCIPAL

## SURETY

\_\_\_\_\_  
Contractor's Name and Corporate Seal (Seal)

\_\_\_\_\_  
Surety's Name and Corporate Seal (Seal)

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

By: \_\_\_\_\_  
Signature (Attach Power of Attorney)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

*Note: Provide execution by additional parties, such as joint venturers, if necessary.*

Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

1. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 2.1.
2. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
  - 2.1 Owner has notified Contractor and Surety, at the addresses described in Paragraph 9 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor, and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
  - 2.2 Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 2.1; and
  - 2.3 Owner has agreed to pay the Balance of the Contract Price to:
    1. Surety in accordance with the terms of the Contract; or
    2. Another contractor selected pursuant to Paragraph 3.3 to perform the Contract.
3. When Owner has satisfied the conditions of Paragraph 2, Surety shall promptly, and at Surety's expense, take one of the following actions:
  - 3.1 Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
  - 3.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
  - 3.3 Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 5 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
  - 3.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
    1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
    2. Deny liability in whole or in part and notify Owner citing reasons therefor.
4. If Surety does not proceed as provided in Paragraph 3 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 3.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.
5. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 3.1, 3.2, or 3.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

- 5.1 The responsibilities of Contractor for correction of defective Work and completion of the Contract;
- 5.2 Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions of or failure to act of Surety under Paragraph 3; and
- 5.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

6. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.

7. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.

8. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located, and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

9. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

10. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

11. Definitions.

- 11.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.
- 11.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 11.3 Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
- 11.4 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – *(Name, Address and Telephone)*

Surety Agency or Broker:

Owner's Representative *(Engineer or other party)*:





HUSSEY, GAY, BELL & DEYOUNG, INC.  
CONSULTING ENGINEERS  
200 COMMERCIAL DRIVE BUILDING  
TOLSON BUILDING  
WASHINGTON, D.C. 20540



DATE	NOV 1984
SCALE	AS SHOWN
PROJECT	POSTUM POINT SEWER EXTENSION
CLIENT	TOWN OF BUFTON

CONSTRUCTION NOTES & LEGEND  
TOWN OF BUFTON  
POSTUM POINT SEWER EXTENSION  
PLANNING BOARD APPROVAL  
SEPTEMBER 25, 1984. THIS PROPERTY DOES NOT FALL WITHIN THE LIMITS OF THE  
100-YR. FLOOD ZONE

2

**LEGEND:**

EXISTING: [Symbol]

PROPOSED: [Symbol]

ASPHALT PAVING  
CONCRETE PAVING  
EARTH DRIVE

STORM DRAINAGE PIPE  
SANITARY SINKER PIPE  
WATER MAIN  
FIRE HYDRANT  
WATER METER  
WATER LATERAL  
SEWER LATERAL (SINGLE)  
SEWER LATERAL (DOUBLE)

GAS MAIN  
CUT  
OVERHEAD POWER  
TELECOMMUNICATIONS BOX  
TELECOMMUNICATIONS  
POWER POLE  
CONTOURS  
SPOT ELEVATION  
DEFINED AREA STABILIZATION  
WITH PERMANENT SEEDING  
WITH PERMANENT SEEDING  
WITH PERMANENT SEEDING  
TEMPORARY SEDIMENT BARRIER  
SELF FENCE, TYPE "A"  
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**Ds3**  
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# CONSTRUCTION NOTES:

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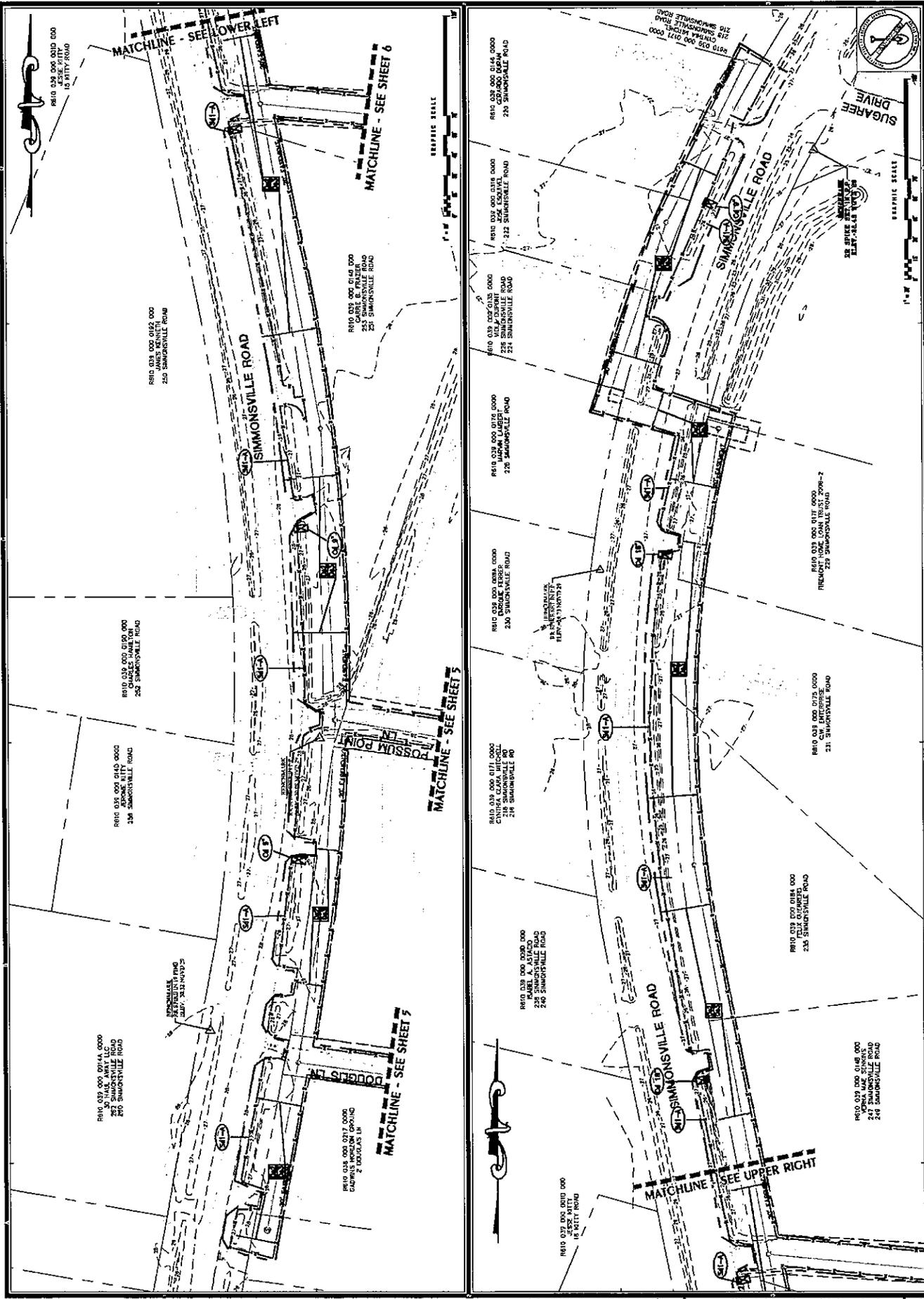
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DATE	NOV. 02, 2014
SCALE	AS SHOWN
PROJECT NO.	14-0000000000
SHEET NO.	4
TOTAL SHEETS	10
DATE	NOV. 02, 2014
SCALE	AS SHOWN
PROJECT NO.	14-0000000000
SHEET NO.	4
TOTAL SHEETS	10



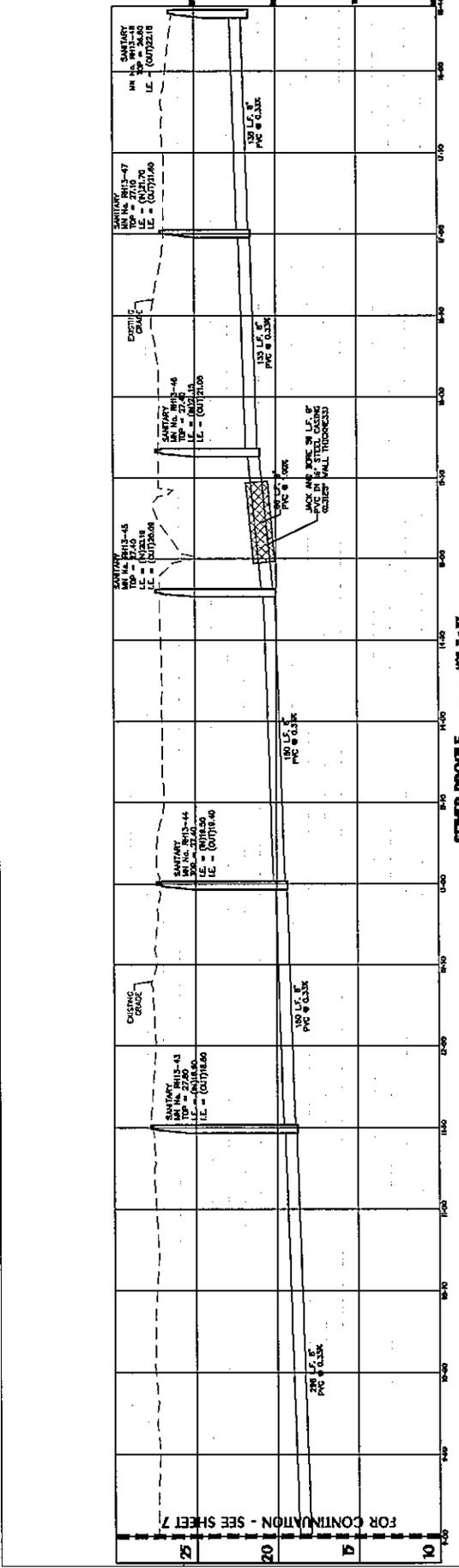
HUSSEY, GAY, BELL & DEYOUNG, INC.  
 CONSULTING ENGINEERS  
 200 CONGRESS DRIVE, SUITE 200  
 FAYETTEVILLE, NORTH CAROLINA 28404  
 PHONE: 704.336.4400  
 FAX: 704.336.4401  
 WWW.H&B-DEYOUNG.COM



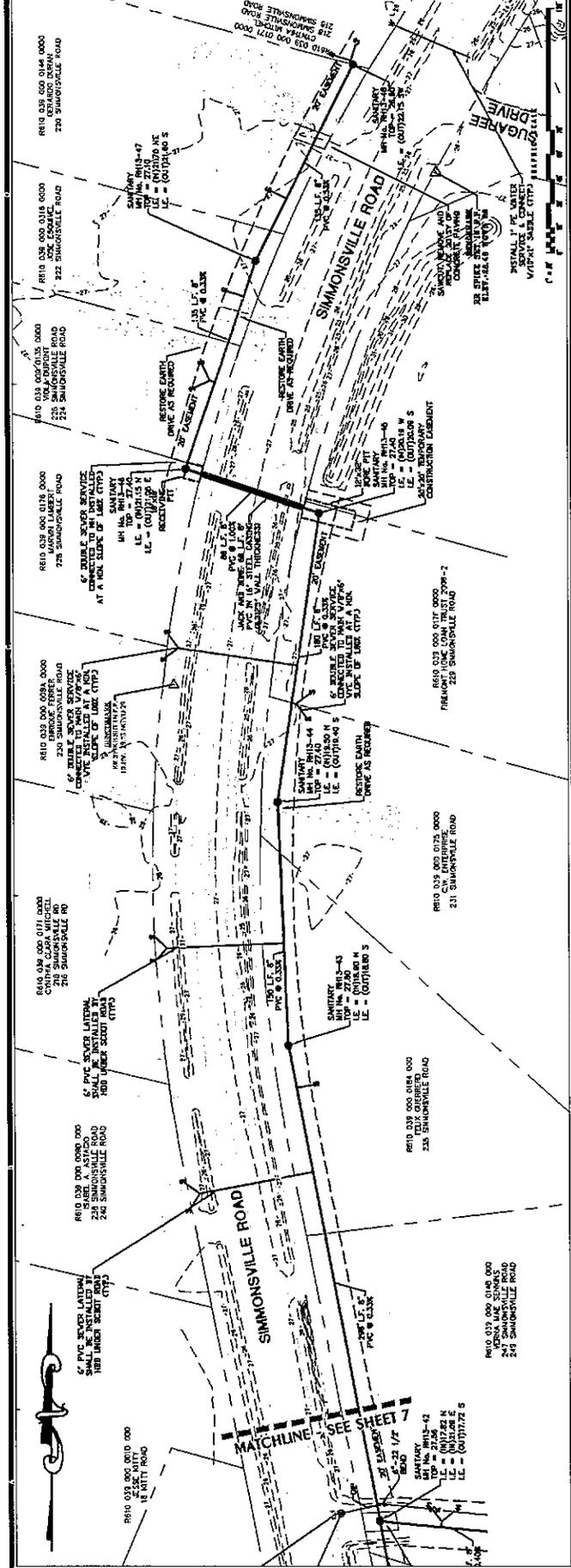








SEWER PROFILE  
 NUMBER 11.3  
 SCALE: VERT. 1" = 4'











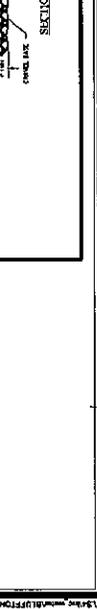
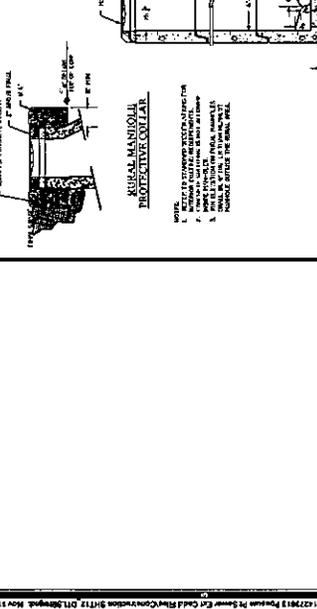
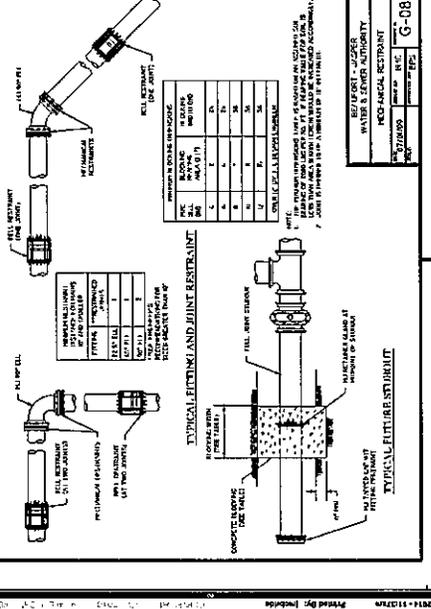
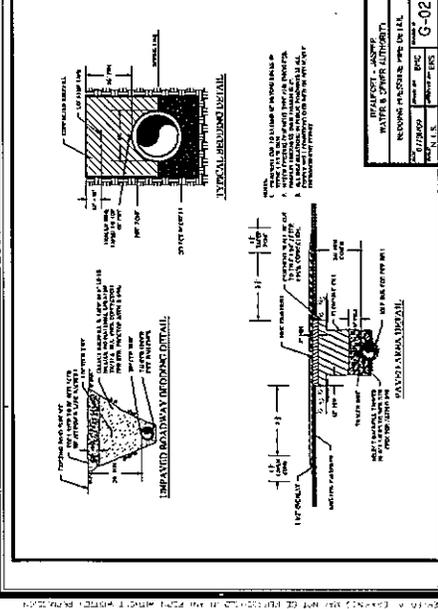
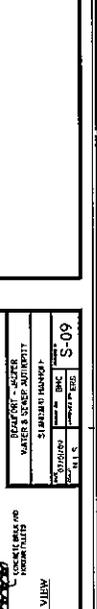
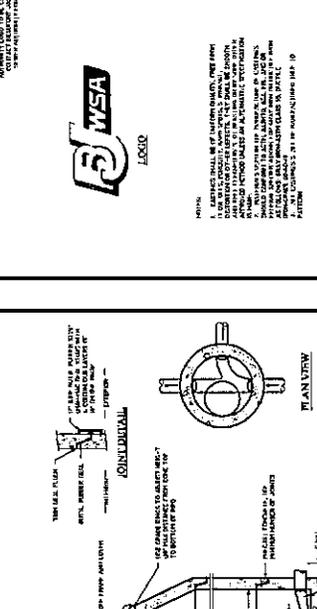
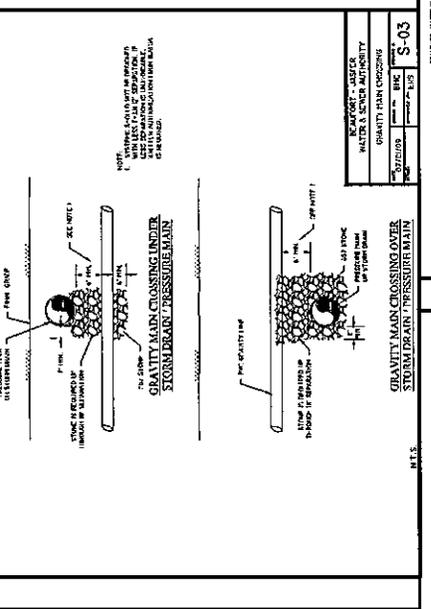
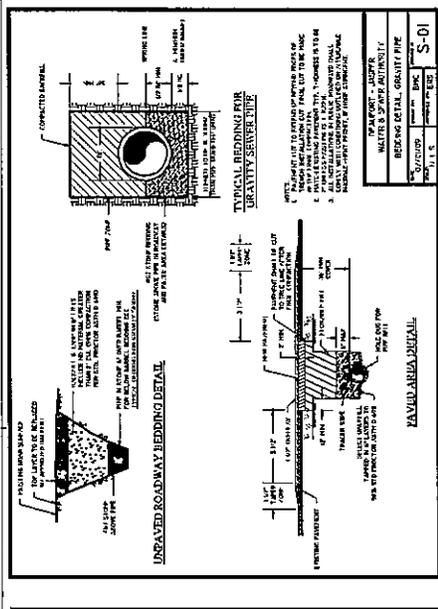
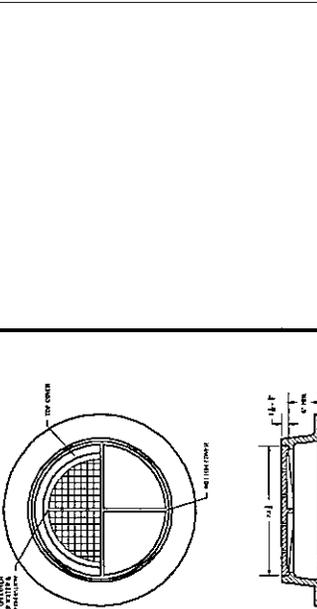
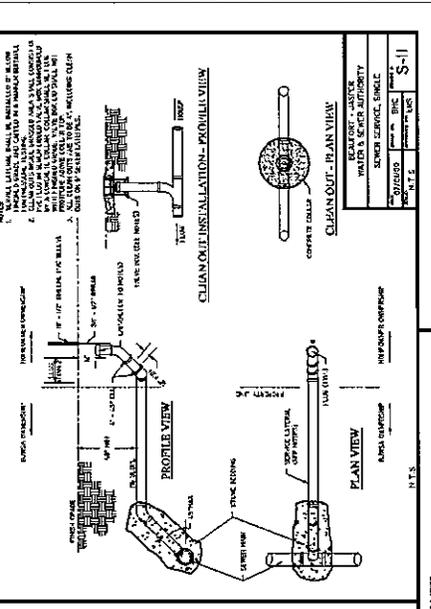
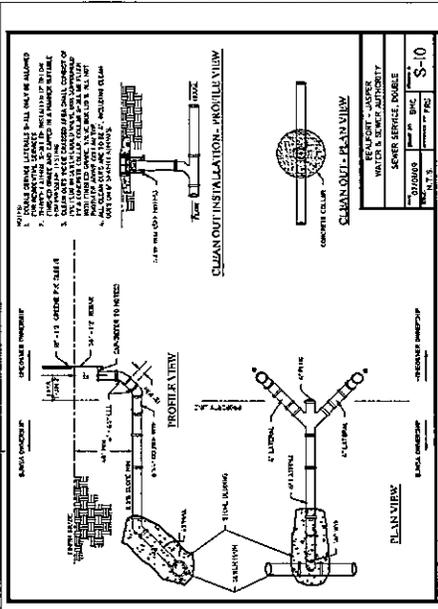
**HUSSEY, GAY, BELL & DEVOUNG, INC.**  
 CONSULTING ENGINEERS  
 1000 WEST 10TH STREET  
 DENVER, COLORADO 80202  
 PHONE 303-733-1111  
 FAX 303-733-1112



DATE	NO.	BY

**CONSTRUCTION DETAILS**  
**TOWN OF BLUFFTON**  
**BLUFFTON, SOUTH CAROLINA**  
**POSSUM POINT SEWER EXTENSION**

DRAWING NUMBER  
**12**





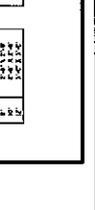
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PROJECT	POSSUM POINT SEWER EXTENSION
CLIENT	TOWN OF BUFTON
DATE	APRIL 2014
SCALE	AS SHOWN
DRAWN BY	W-11
CHECKED BY	
DESIGNED BY	
APPROVED BY	



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PROJECT	POSSUM POINT SEWER EXTENSION
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PROJECT	POSSUM POINT SEWER EXTENSION
CLIENT	TOWN OF BUFTON
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DESIGNED BY	
APPROVED BY	

**TOWN OF BUFTON**  
**POSSUM POINT SEWER EXTENSION**  
 BUFTON, SOUTH CAROLINA

DATE: APRIL 2014  
 DRAWN BY: W-11  
 CHECKED BY:  
 DESIGNED BY:  
 APPROVED BY:

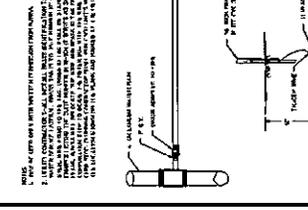


**HUSSEY, GAY, BELL & DEYOUNG, INC.**  
 CONSULTING ENGINEERS  
 300 COMMERCE DRIVE, SUITE 200  
 FAYETTEVILLE, NC 28404  
 PHONE: 704.336.1100  
 FAX: 704.336.1101  
 WWW.H&B-ENGINEERING.COM



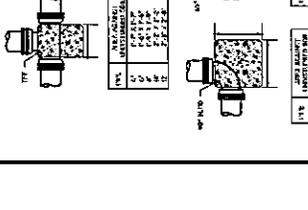
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CLIENT	TOWN OF BUFTON
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REVISION	DATE	BY
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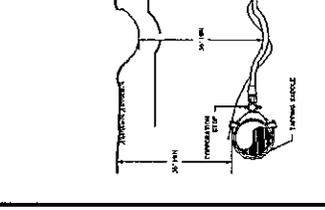


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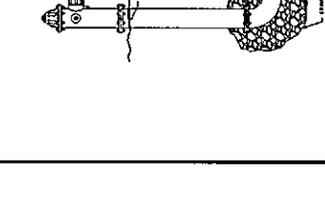
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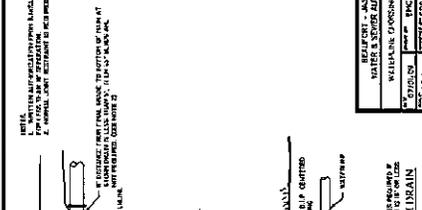


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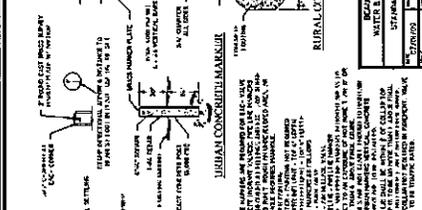
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PROJECT	POSSUM POINT SEWER EXTENSION
CLIENT	TOWN OF BUFTON
DATE	APRIL 2014
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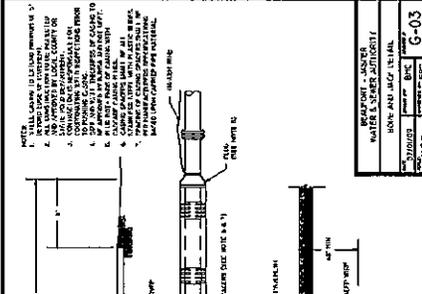
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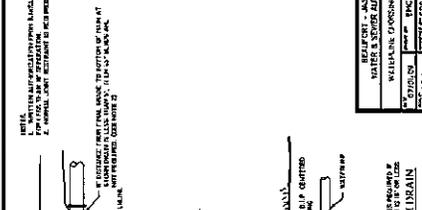
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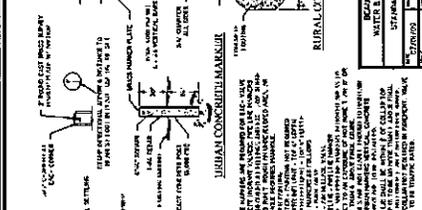
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## Section 3 Information Sheet for Contractors/Businesses

### What is Section 3?

Section 3 is a provision of the Housing and Urban Development (HUD) Act of 1968 that helps foster local economic development, neighborhood economic improvement, and individual self-sufficiency. The Section 3 program requires that recipients of certain financial assistance, to the greatest extent feasible, provide job training, employment, and contracting opportunities for low-income residents in connection with projects and activities in their neighborhoods.

### Who are Section 3 residents?

Section 3 residents are:

- Public housing residents or
- Persons who live in the area where an assisted project is located and who have a household income that falls below income limits.

### What is a Section 3 business concern?

A business that:

- Is 51 percent or more owned by Section 3 residents;
- Employs Section 3 residents for at least 30 percent of its full-time, permanent staff; or
- Provides evidence of a commitment to subcontract to Section 3 business concerns, 25 percent or more of the dollar amount of the awarded contract.

### What types of economic opportunities should be made available under Section 3?

- Job training
- Employment
- Contracts

### Examples of Opportunities include:

<ul style="list-style-type: none"> <li>• Accounting</li> <li>• Architecture</li> <li>• Appliance repair</li> <li>• Bookkeeping</li> <li>• Bricklaying</li> <li>• Carpentry</li> <li>• Carpet Installation</li> <li>• Catering</li> <li>• Cement/Masonry</li> <li>• Computer/Information</li> <li>• Demolition</li> <li>• Drywall</li> </ul>	<ul style="list-style-type: none"> <li>• Electrical</li> <li>• Elevator Construction</li> <li>• Engineering</li> <li>• Fencing</li> <li>• Florists</li> <li>• Heating</li> <li>• Iron Works</li> <li>• Janitorial</li> <li>• Landscaping</li> <li>• Machine Operation</li> <li>• Manufacturing</li> </ul>	<ul style="list-style-type: none"> <li>• Marketing</li> <li>• Painting</li> <li>• Payroll Photography</li> <li>• Plastering</li> <li>• Plumbing</li> <li>• Printing Purchasing</li> <li>• Research</li> <li>• Surveying</li> <li>• Tile setting</li> <li>• Transportation</li> <li>• Word processing</li> </ul>
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### **Who receives priority under Section 3?**

For training and employment:

- Persons in public and assisted housing
- Persons in the area where the HUD financial assistance is spent
- Participants in HUD Youthbuild programs
- Homeless persons

For contracting:

- Businesses that meet the definition of a Section 3 business concern

### **How can businesses find Section 3 residents to work for them?**

Businesses can recruit Section 3 residents in public housing developments and in the neighborhoods where the HUD assistance is being spent. Effective ways of informing residents about available training and job opportunities are:

- Contacting resident organizations, local community development and employment agencies
- Distributing flyers
- Posting signs
- Placing ads in local newspapers

### **Are recipients, contractors, and subcontractors required to provide long-term employment opportunities, not simply seasonal or temporary employment?**

Recipients are required, to the greatest extent feasible, to provide all types of employment opportunities to low and very low-income persons, including permanent employment and long-term jobs.

Recipients and contractors are encouraged to have Section 3 residents make up at least 30 percent of their permanent, full-time staff.

A Section 3 resident who has been employed for 3 years may no longer be counted towards meeting the 30 percent requirement. This encourages recipients to continue hiring Section 3 residents when employment opportunities are available.

### **What if it appears an entity is not complying with Section 3?**

There is a complaint process. Section 3 residents, businesses, or a representative for either may file a complaint if it seems a recipient is violating Section 3 requirements are being on a HUD-funded project.

### **Will HUD require compliance?**

Yes. HUD monitors the performance of contractors, reviews annual reports from recipients, and investigates complaints. HUD also examines employment and contract records for evidence that recipients are training and employing Section 3 residents and awarding contracts to Section 3 businesses.



