

**EXHIBIT A-1  
SPECIFICATIONS**

1. Unless otherwise required, submit only one copy of the bid.
2. Bids, amendments thereto or withdrawal requests received after the time advertised for bid opening will be void regardless of when they are mailed.
3. Address and mark bids as indicated in the notice.
4. The City reserves the right to reject any and all bids and to waive all technicalities.
5. All services, materials, and products offered must be guaranteed to meet the requirements of the specifications indicated, given, and referred to.
6. Prices bid must be based upon payment in thirty days. Discounts for payment in less than thirty days will not be considered in making award.
7. Unless otherwise indicated, prices must be firm for ninety (90) days.
8. The right is reserved in case tie bids are received to make award as considered to be most advantageous to the City.
9. Successful bidder and their sub-contractors shall have a City of Gaffney business license and be properly licensed by the State of South Carolina for their trade, prior to beginning work.
10. Successful bidder and their sub-contractors must obtain all applicable permits from the City and comply with all other state and local requirements.
11. The Contractor shall not close or obstruct travel lanes, roadways, sidewalks, drainage structures, hydrants, or flow of potable water or sanitary sewer systems except as specifically allowed by the specifications. Prior to initiating any closure or obstruction allowed by the specifications, the Contractor shall notify the City and comply with their requirements. Where pedestrian and /or driver safety is endangered in the area of construction work or removal work, use traffic barricades with flashing lights. Contractor shall be responsible for protecting all right-of-way infrastructure (streets, sidewalks, curbing, etc.) from damage, and shall be responsible for replacement of same, if damaged, at no cost to the City.
12. All disturbed ground shall be fine graded, seeded and strawed. The work shall not be considered complete until the site is stabilized and grass is growing on at least 75% of disturbed area.

13. Prevent the spread of dust and debris, and avoid the creation of a nuisance or hazard in the surrounding area. Sprinkle work with water to minimize dust. Provide hoses and water connections for this purpose. Do not use water if it results in hazardous or objectionable conditions such as but not limited to, ice, flooding, or pollution.
14. Except where otherwise noted, all materials removed and not reused shall become the property of the Contractor and shall be removed from the project site. Title to the materials resulting from demolition, and materials to be removed, is vested in the Contractor upon issue of a Notice to Proceed by City. City shall not be responsible for the condition, loss of, or damage to such property after Notice to Proceed. Materials shall not be sold or viewed by prospective purchasers on the site.
15. Work should be scheduled between the hours of 7:00 a.m. and 3:30 p.m. Monday through Friday. The Contractor and City must agree on other times.
16. The successful bidder shall indemnify and save harmless the City of Gaffney and all City officials, agents, and employees, from all suits or claims of any character brought by reason of infringing on any patent trade mark, or copyright.
17. Contractor shall not commence work under this contract until he has obtained all insurance required hereunder and such insurance has been approved by the City of Gaffney, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been obtained and approved. Approval of the insurance by the City of Gaffney shall not relieve or decrease the liability of the Contractor hereunder.

Compensation and Employer's Liability Insurance: The Contractor shall take out and maintain, during the life of the contract, the workmen's Compensation and Employer's Liability Insurance for all of his employees to be engaged in work on the project under this contract, and in case any such work is sublet, the contractor shall require the subcontractor similarly to provide Workmen's Compensation and Employer's Liability Insurance for all of the latter's employees to be engaged in such work.

Bodily Injury and Property Damage Liability Insurance: The Contractor shall take out and maintain, during the life of this contract, such Bodily Injury Liability and Property Damage Liability Insurance, and Automobile Bodily Injury Liability and Property Liability Insurance, as shall protect him and any subcontractor performing work covered by this contract from claims for damages for personal injury, including accidental death, as well as from claims from property damage, which may arise from operations under this contract, whether such operations be by himself or by any subcontractors or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall be no less than:

Bodily Injury Liability Insurance in an amount not less than two million dollars (\$2,000,000.00) per occurrence and one million dollars (\$1,000,000.00) for each person for injuries, including wrongful death on any one person.

Property Damage Insurance in an amount not less than one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) each aggregate.

The City, its officers and employees shall be named as an “additional insured” in the automobile and General Liability policies, and it shall be stated on the Insurance Certificate with the provision that this coverage “is primary to all other coverage the City may possess.”

18. Time for completion of project is sixty (60) days from issuance of the Notice to Proceed.
19. Payment will be made upon completion and acceptance of the project by the City. Payment will be made within thirty (30) days of receipt of an invoice.