

SOLICITATION FOR RICE-MIDWAY CONNECTOR



**Mead
& Hunt**

DESIGN ENGINEERS

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BID DOCUMENT

June 2021

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COUNTY OF UNION
County Engineer, 210 West Main Street, Supervisors Office, Union, SC 29379
Ph: (864) 426-4022 / Fax: (864) 429-1603

INVITATION FOR BIDS

BID NUMBER: **PW-21-06-101**

DATE: **June 21, 2021**

OPENING DATE AND TIME: **July 19, 2021 @ 3:00 PM**
Last day for questions – July 7, 2021

OPENING LOCATION: Public Works Office
1246 Duncqan Bypass, Suite B
Union, SC 29379

MAILING ADDRESS: Public Works Office
1246 Duncan Bypass, Suite B
Union, SC 29379

OBTAINING A BID DOCUMENT: A copy of the bid document may be obtained at the office of the Union County Supervisor at 210 West Main Street or it may be downloaded from the "Procurement" section of the Union County web site <http://www.countyofunion.org/>. The county engineer may be contacted at jbrannon@countyofunion.com or at 864-426-4022.

**** Please note that all bids must be time stamped at the above referenced Mailing Address at or before 3:00 PM on July 19, 2021. The bid opening will be conducted at the location referenced above shortly after the 3:00 PM bid deadline.**

PROCUREMENT FOR: **CONSTRUCTION OF A CONNECTOR ROAD**

Subject to the conditions, provisions and the enclosed specifications, sealed bids will be received at this office until the stated date and time and then publicly opened. Any bid received after the scheduled deadline, will be immediately disqualified. The county assumes no responsibility for delivery of bids which are mailed.

IT IS REQUIRED THAT THE BID NUMBERS MUST BE SHOWN ON THE OUTSIDE OF ENVELOPE. ANY ENVELOPE THAT DOES NOT SHOW BID NUMBERS WILL BE RETURNED TO THE VENDOR

DIRECT ALL INQUIRES TO:

Jerry Brannon, P.E.
County Engineer

NOTICE TO BIDDERS: **There will be a Mandatory Pre-bid Conference on June 30, 2021 @ 10:00 AM AT 1246 Duncan Bypass, Suite B, Union, SC.** Therefore, bids will be considered only from those bidders who are represented at this pre-bid conference. Attendance at the conference will be evidenced by the representative's signature on the attendance roster. All changes to the bid documents will be addressed through an addendum. Each bidder shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this bid. The failure or omission of a bidder to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this bid or to the contract. All amendments to and interpretations of this solicitation shall be in writing and issued by the Procurement Manager of the County. Union County shall not be legally bound by any amendment or interpretation that is not in writing. **BIDS WILL NOT BE CONSIDERED FROM ANY VENDOR THAT OWES DELINQUENT BUSINESS PROPERTY TAXES TO THE COUNTY OF UNION.**

Deadline for questions is July 7th at 10:00 a.m.

Jerry Brannon P.E., County Engineer

BOND REQUIREMENTS

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

CERTIFIED CHECKS: If a certified check is submitted in lieu of a Bid bond, it will be made payable to the Union County Treasurer's Office, in the amount of 5% of the total Bid amount.

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

2. **PERFORMANCE AND PAYMENT SURETY:** The successful contractor shall pay the cost and furnish within ten days after written notice of acceptance of Bid, an irrevocable Surety in the form of a Performance and Payment Bond, Certificate of Deposit, Cashier's Check or irrevocable letter of credit. The Surety shall be issued in the amount of 100% of the total contract covering the entire term of the contract as awarded.

OPTION 1: PERFORMANCE BOND: Bond must be issued by a Surety Company licensed to do business in South Carolina, with an "A" minimum rating of performance as stated in the most current publication of "Best's Key Rating Guide, Property Liability" which shall show a financial strength rating of at least five (5) times the contract price. Each bond shall be accompanied by a Power of Attorney, authorizing the attorney-in-fact to bind the surety and certified to include the date of the bond.

OPTION 2: A CERTIFIED CHECK: Equal to 100% of the contract amount to be retained by Union County until satisfactory completion of the contract.

OPTION 3: IRREVOCABLE LETTER OF CREDIT: Shall be issued by a Financial Institution insured by the FDIC or FSLIC in the amount of 100% of contract amount.

FAILURE TO SUBMIT A PROPER AND CORRECT BID GUARANTEE WILL RESULT IN THE REJECTION OF YOUR BID.

INSTRUCTIONS TO BIDDERS

1. Only one copy of bid invitation is required, unless otherwise stated.
2. Bids, amendments thereto or withdrawal request must be received by the time advertised for bid openings to be timely filed. It is the vendor's sole responsibility to insure that these documents are received by the Union County Supervisor at the time indicated in the bid document.
3. When specifications or descriptive papers are submitted with the bid invitation, enter bidder's name thereon.
4. Submit your signed bid on the forms provided. Show bid number on envelope as instructed. Union County assumes no responsibility for unmarked or improperly marked envelopes. Unsigned bids will be rejected.
5. Bidders must clearly mark as "Confidential" each part of their bid which they consider to be proprietary information that could be exempt from disclosure under Section 30-4-4C Code of Laws of South Carolina, 1976, (1986 Cum Supp) Freedom of Information Act. The County reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the County or its agents for its determination in this regard.
6. By submission of a bid, you are guaranteeing that all goods and services meet the requirements of the solicitation during the contract period.
7. This solicitation does not commit the County of Union to award a contract, to pay any cost incurred in the preparation of the bid, or to procure or contract for goods or services listed herein.
8. **CORRECTION OF ERRORS ON THE BID FORM:** All prices and notations shall be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Erasures or use of typewriter correction fluid may be cause for rejection. No bid shall be altered or amended after specified time for opening.
9. **NOTIFICATION:** In order to receive a copy of the bid tabulation, you must enclose a self-addressed stamped envelope. Bid Results, Intent to Award and/or Statement of Award will be posted on the Union County web site at www.countyofunion.org.
10. **RIGHT TO PROTEST:** Any prospective bidder, offeror, or contractor, who is aggrieved in connection with the solicitation of a contract shall protest in writing to the County Engineer within ten (10) calendar days of the date of issuance of the Invitation to Bid, Requests for Proposals or other solicitation documents, whichever is applicable, or any amendment thereto, if the amendment is at issue. Any actual bidder, offeror, or contractor, who is aggrieved in connection with the intended award or award of a contract, shall protest in writing to the County Engineer within ten (10) calendar days of the notification of intent to award or statement of award.
11. **Protest Procedure:** A protest shall be in writing, submitted to the County Engineer, and shall set forth the specific grounds of the protest with enough particularity to give notice of the issues to be decided.
12. **Definitions:** For the purpose of this contract, the following definitions shall apply:
 - a. **OWNER** – refers generally to the County of Union and more specifically to the Union County Department of Public Works.
 - b. **ENGINEER** - refers to the Union County Department of Public Works or its designee
 - c. **CONTRACTOR** – The person, firm, or corporation with whom the owner has entered into a contract.

GENERAL PROVISIONS

1. The County of Union reserves the right to reject any and all bids, to cancel a solicitation, and to waive any technicality if deemed to be in the best interest of the county.
2. Unit prices will govern over extended prices unless otherwise stated in this bid invitation.
3. **PROHIBITION OF GRATUITIES:** Amended section 8-13-700 and 705 of the 1976 Code of Laws of South Carolina states: "Whoever gives or offers to any public official or public employee any compensation including a promise of future employment to influence his action, vote, opinion or judgment as a public official or public employee or such public official solicits or accepts such compensation to influence his action, vote, opinion or judgment shall be subject to the punishment as provided by Section 16-9- 210 and Section 16-9-220."
4. **BIDDERS QUALIFICATIONS:** Consideration will be given only to the contractors who can produce conclusive evidence that they can meet the following requirements:
 - 4.1 Adequate capital and credit rating sufficient to complete all operations under this contract in a satisfactory manner.
 - 4.2 An efficient office force with satisfactory record in expediting delivery of materials to field force, and capable of fulfilling proper liaison service with mechanical trade.
 - 4.3 An adequate and efficient field force with extensive knowledge of all types of work involved under this contract.
 - 4.4 A record of amicable relations with labor.
 - 4.5 An adequate supply of applicable equipment in good operating condition to fulfill the contract.
5. **LICENSES, PERMITS, INSURANCE & TAXES:** All costs for required licenses, permits, insurances and taxes shall be borne by the Contractor.
6. **INSURANCE:**
 - 6.1 The amount and types of insurance required should be reasonably commensurate with the hazards and magnitude of the undertaking, but in no event of lesser amount nor more restrictive than the limits of liability and schedule of hazards below described. Without limiting its liability under the contract agreement, the Contractor shall procure and maintain, at its expense during the life of this contract, insurance of the types in the minimum amounts stated below:

SCHEDULE

LIMIT

WORKERS COMPENSATION

As required by the State of South Carolina.

COMPREHENSIVE GENERAL LIABILITY

Premises Operations

Single Limit

Contractual Liability

Independent Contractors

Personal Injury

Products - Completed Operations

Statutory

\$1,000,000
(per occurrence)

AUTOMOBILE LIABILITY

All Owned, Non-Owned, and Hired

\$600,000 Combined
(per occurrence or tort claim
liability, whichever is greater)

- 6.2 The Contractor's comprehensive general liability policy shall also include blanket contractual liability coverage or shall be endorsed to cover the liability assumed by the Contractor. Said insurance shall be written by a company or companies approved to do business in the State of South Carolina and acceptable to the County. Before commencing any work hereunder, certificates evidencing the maintenance of said insurance shall be furnished to the County of Union. The County of Union, its officials, employees and volunteers are to be covered as insured's as respects: liability arising out of activities performed by or on behalf of the contractor, including the insured's general supervision of the contract; products and completed operations of the contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the contractor. The coverage shall contain no special limitations on the scope of protection afforded to the County of Union, its officials, employees or volunteers. To accomplish this objective, the County of Union shall be named as an additional insured under the Contractor's insurance as outlined above.
- 6.3 The contractor shall take out and maintain, during the life of this contract, the statutory 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.
- 6.4 Contractors insurance coverage shall be primary insurance as respects the County of Union, it officials, employees and volunteers. Any insurance or self-insurance maintained by the County of Union shall be in excess of the Contractor's insurance and shall not be required to contribute. To accomplish this objective, the following wording should be incorporated in the previously referenced additional insured endorsement:
- Other Insurance:* This insurance is primary, and our obligations are not affected by any other insurance carried by the additional insured whether primary, excess, contingent or on an other basis.
- 6.5 Each insurance required by the County of Union shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County of Union.
- 6.6 Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all the requirements stated herein.
- 6.7 All certificates and endorsements must be received and approved by the County of Union within ten (10) days after notification of award.
- 6.8 The County, 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 County may possess".
7. **BIDDERS RESPONSIBILITY:** Each bidder shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this bid. It is expected that this will sometimes require on-site observation. The failure or omission of a bidder to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this bid or to the contract.

8. AWARD CRITERIA: The contract shall be awarded to the lowest responsible and responsive bidder(s) whose bid meets the requirements and criteria set forth in the Invitation for Bid. The award can be made to one or a multiple of contractors; whichever is in the best interest of the county, or unless otherwise stated on bidders schedule.
 - 8.1 All things considered equal, tied bids will be resolved by the flip of the coin, or to the Union County contractor, whichever the case may be.
9. WAIVER: The County reserves the right to waive any Instruction to Bidders, General or Special Provisions, General or Special Conditions, or specifications deviation if deemed to be in the best interest of the county.
10. COMPETITION: This solicitation is intended to promote competition. If any language, specifications, terms and conditions, or any combination thereof restricts or limits the requirements in this solicitation to a single source, it shall be the responsibility of the interested contractor to notify the County Engineer in writing within five (5) days prior to the opening date. The solicitation may or may not be changed but a review of such notification will be made prior to the award.
11. REJECTION: Union County reserves the right to reject any bid that contains prices for individual items or services that are inconsistent or unrealistic when compared to other prices in the same or other bids or ambiguous bids which are uncertain as to terms, delivery, quantity, or compliance with specifications may be rejected or otherwise disregarded if such action is in the best interest of the county.
12. WORK HOURS:
 - 12.1 The normal working hours per day will be limited from 7 AM to 5 PM Monday through Friday provided sufficient daylight is available unless prior written permission is obtained from the County Engineer.
 - 12.2 The Contractor shall not perform work on Sunday or Holidays unless prior written permission is obtained from the County Engineer.
 - 12.3 The following days are recognized as holidays by the owner:
 - New Years Day
 - Martin Luther King Day
 - Presidents Day
 - Good Friday
 - Memorial Day
 - Independence Day
 - Labor Day
 - Veterans Day
 - Thanksgiving Day
 - Day after Thanksgiving
 - Christmas Eve
 - Christmas Day
 - Day After Christmas
 - 12.4 When such recognized holidays fall on a Saturday or Sunday, the Owner may at its discretion, declare the preceding Friday or following Monday as a holiday. In the event that the Governor of the State/Board of County Commissioners shall declare any day or days preceding or following a holiday as a holiday, the Owner may, at its discretion, also declare such day or days as holidays.

**BIDS WILL NOT BE CONSIDERED FROM ANY VENDOR THAT OWES
DELINQUENT BUSINESS PROPERTY TAXES TO THE COUNTY OF UNION.**

GENERAL CONDITIONS

1. **DEFAULT:** In case of default by the contractor, the county reserves the right to purchase any or all items in default in the open market, charging the contractor with any excessive costs. Should such charge be assessed, no subsequent bids will be considered or purchase orders issued to the defaulting contractor until the assessed charge has been satisfied.
2. **NON-APPROPRIATION:** Any contract entered into by the County resulting from this bid invitation shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.
3. **INDEMNIFICATION:** The contractor agrees to indemnify and save harmless the County of Union and all County officers, agents and employees from claims, suits, actions, damages and costs of every name and description, arising out of or resulting from the use of any materials furnished by the Contractor, provided that such liability is not attributable to negligence on the part of the county or failure of the county to use the materials in the manner outlined by the Contractor in descriptive literature or specifications submitted with the Contractor's bid.
4. **CONTRACT ADMINISTRATION:** Questions or problems arising after award of this contract shall be directed to the County Engineer. Copies of all correspondence concerning this contract shall be sent to the County Engineer, Supervisor's Office, 210 West Main Street, Union, SC 29379. All change orders must be authorized in writing by the County Engineer. Union County shall not be bound to any change in the original contract unless approved in writing by the County Engineer.
5. **PUBLICITY RELEASES:** Contractor agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the User. The contractor shall not have the right to include the county's name in its published list of customers without prior approval of the county. With regard to news releases, only the name of the County, type and duration of contract may be used and then only with prior approval of the county. The contractor also agrees not to publish, or cite in any form, any comments or quotes from the County Staff unless it is a direct quote from the Public Information Officer.
6. **QUALITY OF PRODUCT:** Unless otherwise indicated in this bid it is understood and agreed that any items offered or shipped on this bid shall be new and in first class condition unless otherwise indicated herein.
7. **S.C. LAW CLAUSE:** Upon award of a contract under this bid, the person, partnership, association or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business with this State. Notwithstanding the fact that applicable statutes may exempt or exclude the successful bidder from requirements that it be authorized and/or licensed to do business in this State, by submission of this signed bid, the bidder agrees to subject himself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.
8. **ASSIGNMENT:** No contract or its provisions may be assigned, sublet, or transferred without the written consent of the County Engineer.
9. **AFFIRMATIVE ACTION:** The successful bidder will take affirmative action in complying with all Federal and State requirements concerning fair employment and treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap.
10. **BIDDING CONDITION OF PRICE:** All bid prices submitted shall remain effective for a minimum period of 90 days, or until evaluation of bids is complete and award is made. Thereafter, the contract prices shall remain effective for the term of the contract.

11. S.C. SALES TAX: The County shall add current sales tax to all orders, however lump sum bids shall include sales tax in bid price unless otherwise noted. ***By submission of a signed bid, you are certifying, under penalties of perjury, that you comply with Title 12, Chapter 36, Article 1 of the SC Code of Laws relating to payment of any applicable taxes. This will certify to the County your compliance.***
12. Forms to register for all taxes administered by the South Carolina Department of Revenue may be obtained by calling the License and Registration Section at (803) 898-5872 or by writing to the South Carolina Department of Revenue, Registration Unit, Columbia, South Carolina 29214-0140.
13. PAYMENT TERMS: Payment will be made within thirty (30) days after acceptance of completed order/project. Early payment discount, if available, will be calculated from date of acceptance. Application for payment shall reflect services completed through the last day of the month. **There will be no exceptions to these payment terms unless approval is obtained in writing from the County Engineer prior to bid opening date.**
14. BID REQUIREMENTS: Bid requirements on the equipment specified are not intended to be restrictive to potential bidders, but indicate the required features for satisfactory performance. Union County will determine if minor deviations from these features are acceptable.
15. DEVIATIONS FROM SPECIFICATIONS: Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and successful bidder will be held responsible therefore. Deviations must be explained in detail on separate attached sheet(s). The listing of deviations, if any, is required but will not be construed as waiving any requirements of the specifications. Deviations found in the evaluation of the bid and not listed may be cause for rejection. Bidders offering substitute or equal items must provide information sufficient enough to determine acceptability of item offered.
16. CONTRACT: This bid and submitted documents, when properly accepted by Union County along with a written purchase order, shall constitute a contract equally binding between the successful offeror, and Union County. No different or additional terms will become a part of this contract with the exception of a Change Order.
17. CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the County Engineer.
18. AMENDMENTS: All amendments to and interpretations of this solicitation shall be in writing and issued by the County Engineer of Union County. Union County shall not be legally bound by any amendment or interpretation that is not in writing.
19. BID EVALUATION: Bids received will be evaluated by the County Engineer or designee. However, based on bid total, final decision for bid award may rest with the Union County Council.

Factors to be considered during the evaluation process include, but are not limited to:
 - a. Cost.
 - b. Reputation and dependability of the contractor.
 - c. Past Performance on Previous County Contracts.
20. ARBITRATION: Under no circumstances and with no exception will Union County act as arbitrator between the Contractor and any subcontractor.
21. DELIVERY: Union County requires that delivery be made to specified destination within the shortest time frame possible. Delivery shall arrive between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday, provided that such day is not a legal holiday. The current purchase order number must be indicated on all delivery tickets.

22. "OR APPROVED EQUAL": Certain processes, types of equipment or kinds of material are described in the specifications and/or on the drawings by means of trade/brand names and catalog numbers. In each instance where this occurs, it is understood and inferred that such description is followed by the words "or approved equal". Such method of description is intended merely as a means of establishing a standard of comparability. However, the Owner reserves the right to select the items, which, in the judgment of the Owner, are best suited to the needs of the Owner, based on price, quality, service, availability and other relative factors. Bidders should indicate brand name, model, model number, size, type, weight, color, etc., of the item bid, if not exactly the same as the item specified. Vendor's stock number or catalog number is not sufficient to meet this requirement. If any bidder desires to furnish an item different from the specifications, vendor should submit along with the bid, the information, data, pictures, designs, cuts, etc., of the material they plan to furnish so as to enable the Owner to compare the material specified; and, such material shall be given due consideration. The Owner reserves the right to insist upon, and receive items as specified if the submitted items do not meet the Owner's standards for acceptance.
23. ALTERNATE BIDS: Bidders wishing to submit an alternate for consideration that does not meet the county specifications (or approved deviations), must submit their proposal as an alternate bid.
24. PROMPT PAYMENT DISCOUNT TERMS: Prompt payment discount terms will be calculated from the point of complete order acceptance for services and/or commodities ordered.
25. DRUG-FREE WORKPLACE: By submittal of this bid, you are certifying that you will comply with Title 44, Code of Laws of South Carolina, 1976, Section 44-107-30.
26. "ILLEGAL IMMIGRATION & PUBLIC CONTRACTS: In accordance with the South Carolina Illegal Immigration Reform Act, [2008, Act No. 280](#). Section 3 of this Act added to [Chapter 14 to Title 8](#) of the South Carolina Code of Laws prohibits covered persons from entering into covered contracts unless the contractor agrees either (a) to verify all new employees through the federal work authorization program [and requires the same from subcontractors and sub-subcontractors] or (b) to employ only qualifying workers. Effectively, the Act also requires contractors to agree to provide any documentation required to establish either (a) that the Act does or does not apply to the contractor, subcontractor, or sub-subcontractor; or (b) that the contractor, and any subcontractor or sub-subcontractor, are in compliance with Section 3 of the Act."
27. ESTIMATED QUANTITIES:
 - A. The Owner has endeavored to estimate the proposed quantities as accurately as possible using the latest information available for the project. Within fifteen (15) calendar days after the issuance of the Notice to Proceed, the Contractor shall provide written verification of the quantities. Failure to do so shall imply the Contractor's acceptance of the quantities.
 - B. In addition, it will be the Contractor's responsibility to inform the Engineer when any item of work (excluding lump sum items) is within 90% of the proposed quantity.
 - C. To affect the increase, deletion, and/or substitution, a "no cost" or "cost" change order signed by the contractor must be submitted to the County Engineer by the engineer. No work shall be performed prior to approval of such change order.

28. CONTINGENT ITEMS:

- A. Construction Item(s) identified as being contingent on the "Summary of Quantity" sheets of the plans, in the column headed "Contingent" and/or listed in the "Proposal Form" booklet are provided in the Contract for use as directed by the Engineer and shall be included as part of the proposal base bid unless otherwise specified. The quantities for these items are established for the purpose of obtaining a bid price and shall be included as part of the proposal base bid unless otherwise specified. The quantities for these contingent items may be increased or decreased without any adjustment to the Contract unit price bid or the contingent items may be deleted entirely from the Contract by the Engineer without negotiation. The Contractor will not be allowed to submit a claim against the Owner for any adjustment to the Contract unit price bid should the contingent items be increased, decreased or eliminated entirely.
- B. Payment for any contingent items used will be made on the basis of the quantities as actually measured. Materials, Construction Requirements, and Basis of Payment shall be as specified in the Specifications, Supplement to the Specifications, Interim Specifications or Addenda, Plans or Special Provisions.

29. ABATEMENT OF WATER POLLUTION BY SEDIMENTATION: The Contractor's attention is specifically directed to the fact that it is of the utmost importance during the life of this contract that control of water pollution due to sedimentation be accomplished as shown on the engineering drawings. The restrictions contained therein shall be strictly enforced and the Contractor is cautioned, therefore, to make every effort possible to comply with these regulations, and shall conduct his operations in such a manner as to keep to an absolute minimum the amount of sedimentation introduced in to any stream or watercourse.

30. CONTRACTORS OBLIGATIONS: The Contractor shall and will, in good workmanlike manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this contract, within the time herein specified, in accordance with the Plans and Plan Drawings covered by this contract and any and all supplemental Plans and Drawings, and in accordance with the directions of the Engineer as given from time to time during the progress of the work. It shall furnish, erect, maintain and remove such construction plant and such temporary works as may be required. The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the Contract and Specifications, and shall do, carry on, and complete the entire work to the satisfaction of the Engineer and the Owner.

31. SUPERINTENDENCE BY CONTRACTOR: At the site of work, the Contractor shall employ a construction superintendent or foreman who shall have full authority to act for the Contractor. It is understood that such representative shall be acceptable to the Engineer.

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

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

33. **INSPECTION AND INSPECTOR AUTHORITY:** The authorized representatives and agents of the Owner shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices materials and other relevant data and records.
- A. Engineer shall be authorized to inspect all work done and materials furnished. Such inspection may extend to all or part and to the preparation or manufacture of the materials to be used. An inspector or inspectors will be stationed on the work report to the Engineer as to the progress of the work and the manner in which it is being performed; also to report whenever it appears that the materials furnished and work performed by the Contractor fail to fulfill the requirements of the Specifications and Contract, and to call to the attention of the Contractor any such failure and other default, but no inspection nor any failure to inspect, at any time or place, however, shall relieve the Contractor from any obligation to perform all of the work strictly in accordance with the requirements of the Specifications. In case of dispute arising between the contractor and any inspector as to the materials furnished or the manner of performing the work, the inspector shall have the authority to reject materials or suspend the work until the question at issue can be referred to and decided by the Engineer.
 - B. The inspectors shall perform such other duties as are assigned to them. They shall not be authorized to revoke, alter, enlarge, or release any requirements of these Specifications, not to approve or accept any portion of work, not to issue instructions contrary to the Plans and Specifications. Inspectors shall in no case act as foremen to perform other duties for the Contractor, nor interfere with the management of the work by the latter. Any instructions which the inspectors may give the Contractor shall in no way be construed as binding the Engineer or the Owner in any way, nor releasing the Contractor from fulfillment of the terms of the Contract.
34. **USE OF PREMISES AND REMOVAL OF DEBRIS:** The Contractor expressly undertakes at its own expense:
- A. To take every precaution against injuries to persons or damage to property.
 - B. To store its apparatus, materials, supplies, and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of its work or the work of any other Contractors.
 - C. To place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work. To clean up frequently all refuse, rubbish, scrap materials, and debris caused by its operations, to the end that at all times the site of the work shall present a neat, orderly, and workmanlike appearance.
 - D. Before final payment to remove all surplus material, false work, temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from its operations, and to put the site in a neat, orderly condition.
 - E. To effect all cutting, fitting or patching of its work required to same to conform to the Plans and Specifications and, except with the consent of the Engineer, not to cut or otherwise alter the work of any other contractor.
35. **PUBLIC CONVENIENCE AND SAFETY:** In addition to the requirements of SCDOT Standard Specifications for Highway Construction, add the following provisions:
- A. Dust control by sprinkling or the use of chemicals shall be performed by the Contractor to the satisfaction of the Engineer. The chemical used by the Contractor must be approved by the Engineer prior to use.
 - B. The condition of the work at all times shall be such that sudden storms or prolonged rainfall will not cause such damage to property in the vicinity of the work that could in any way be attributed to the performance of the work.
 - C. If, in the opinion of the Engineer, the public has been inconvenienced to a great extent, or that certain conditions provide a threat to public safety, or that work performed by the Contractor has caused damage to property in the area of the work, which has not been remedied quickly and

satisfactorily, the Engineer shall have the authority to order all operations to cease until such time as such conditions are remedied to his satisfaction, and any delay caused thereby shall not be considered just cause for any extension of time in completion of the Contract. Upon refusal of the Contractor to promptly comply with this requirement, the Engineer shall have the right to perform such work as may be required.

- D. In the event of temporary suspension of work, or during inclement weather, or whenever the Engineer shall direct, the Contractor will, and will cause its subcontractors to protect carefully its and their work and materials against damage or injury from the weather. If, in the opinion of the Engineer, any work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of its subcontractors to so protect its work, such materials shall be removed and replaced at the expense of the Contractor.

36. **SUSPENSION OF WORK:** Should the Owner be prevented or enjoined from proceeding with work or from authorizing its prosecution either before or after its prosecution, by reason of any litigation, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay, but time for completion of the work will be extended to such reasonable time as the Owner may determine will compensate for time lost by such delay with such determination to be set forth in writing.

37. **CORRECTION OF WORK:** All work, all materials, whether incorporated in the work or not, all processes of manufacture, and all methods of construction shall be at all times and places subject to the inspection of the Engineer, who shall be the final judge of the quality and suitability of the work, materials, processes of manufacture, and methods of construction for the purposes for which they are used.

Any defective work, whether the result of poor workmanship, use of defective materials, damage through carelessness or any other cause, found to exist shall be removed and replaced by work and materials which shall conform to the Specifications or shall be remedied otherwise in an acceptable manner authorized by the Engineer.

Upon failure on the part of the Contractor to comply promptly with any order of the Engineer, made under the provisions of these General Provisions, the Engineer shall have authority to cause defective work to be remedied or removed and replaced and unauthorized work to be removed and to deduct the costs from any monies due or to become due the Contractor under this Contract.

38. **PAYMENT TO CONTRACTOR:** The Owner shall make a Progress Payment to the Contractor on the basis of a duly certified and approved estimate of the work performed during the preceding calendar month under the Contract. To insure proper performance of the Contract, the Owner shall retain ten percent (10%) of the amount of each estimate until final completion and acceptance of all work covered by the Contract.

The Contractor shall submit a pencil copy of a weekly estimate to the Engineer (on-site) for review and approval. The hard copies shall be submitted to the Project Manager, Union County Engineering Department, along with all necessary attachments supporting his claim.

The Owner reserves the right to withhold all or any part thereof of monies due, if in the opinion of the Owner, the completed work is found not to be in conformance with the Plans and Specifications, defective and/or damaged by negligence by the Contractor and/or his employees. This above shall also apply to previously approved work by the Inspector which may require correction/replacement or become defective due to negligence and/or workmanship by the Contractor. This shall also include unsatisfactory prosecution of the work, failure to furnish required submittals, and/or unapproved testing procedures.

In preparing estimates, the material delivered on the site and preparatory work done may be taken into consideration.

All material and work covered by partial payments made shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the Owner to require fulfillment of all the terms of the Contract.

The Contractor agrees that it will indemnify and save the Owner harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this Contract. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have to be paid, discharged, or waived. If the Contractor fails to do so, then the Owner may, after having served written notice, direct, or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of this Contract, but in no event shall the provisions of this sentence be constructed to impose any obligations upon the Owner to either the Contractor or its Surety. In paying any unpaid bills of the Contractor, the Owner shall be deemed the agent of the Contract, and any payment so made by the Owner, shall be considered as a payment made under the Contract by the Owner to the Contractor, and the Owner shall not be liable to the Contractor for any such payment made in good faith.

COUNTY OF UNION

County Engineer, 210 West Main Street, Union, SC 29379

Ph: (864) 426-4022 / Fax: (864) 429-1630

BIDDERS SCHEDULE

BID NUMBER: PW-21-06-101

DATE: June 21, 2021

OPENING DATE AND TIME: July 19, 2021 @ 3:00 PM

OPENING LOCATION: Public Works Office,
1246 Duncan Bypass, Suite B,
Union, SC 29379

PROCUREMENT: **Rice-Midway Connector:** Provide all materials, equipment, and labor for the construction of approximately **2,229.24 LF** of new connector road in accordance with the specifications, conditions, and provisions as provided herein.

AWARD: The total combination of the Base Bid and Contingency Items Bid will be used as a basis for evaluation of the bids and award of the contract. If the award of a contract is made, it will be to the lowest, responsible Bidder within the specified time for bids to remain irrevocable.

TIME OF COMPLETION: The successful bidder shall commence work within ten (**10**) calendar days of receipt of written "Notice To Proceed" by the Owner and fully execute and complete the project within one hundred eighty (**180**) consecutive calendar days thereafter.

LIQUIDATED DAMAGES: Bidder must also agree to pay as liquidated damages, the sum of **\$250.00** for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.

MBE/WBE: The contract is subject to all state and federal laws regarding Minority and/or Women Business Enterprises. Such business, organizations, and individuals owning and controlling same shall hereinafter be referred to as "MBE/WBE". The overall goal for participation for this contract is at least 5% of the contract bid price for MBE and 5% of the contract bid price for WBE. The successful bidder must demonstrate their attempt to meet this goal and provide verification if the goal cannot be met. The successful bidder must also provide the names of all MBE/WBE's used on the project along with the associated dollar amount and Item #.

Names of certified MBEs and WBEs can be found on SCDOT's website.

WARRANTY: The contractor shall provide a 1-year warranty for workmanship and materials for all work associated with the project. Please refer to the close out documents shown on pages 38-44 of this bid document. The warranty period begins after all close out documents have been submitted and accepted. The contractor will be provided a final acceptance letter by the Union County Engineer.

BID FORM – 1 of 1**BID FORM FOR: RICE-MIDWAY CONNECTOR**

| BASE BID | | | | | |
|--------------------------|---|-----------------|-------------|-------------------|-------------|
| ITEM | DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | COST |
| 1031000 | MOBILIZATION | 1 | LS | | |
| 2011000 | CLEARING & GRUBBING WITHIN RIGHT OF WAY | 1 | LS | | |
| 2031000 | UNCLASSIFIED EXCAVATION | 43,842 | CY | | |
| 2033000 | BORROW EXCAVATION | 17,805 | CY | | |
| 3100320 | H/M ASPH. BASE CR. - TYPE B | 3,161 | TON | | |
| 4020320 | H/M ASPH.INTERMEDIATE CR.TYPE B | 1,012 | TON | | |
| 4020330 | H/M ASPH.INTERMEDIATE CR.TYPE C | 22 | TON | | |
| 4030320 | H/M ASPH. SURFACE CR. TYPE B | 675 | TON | | |
| 4030340 | H/M ASPH. SURFACE CR. TYPE C | 18 | TON | | |
| 6271005 | 4" WHITE BROKEN LINES(GAPS EXCL.)THERMO.- 90 MIL. | 48 | LF | | |
| 6271010 | 4" WHITE SOLID LINES (PVT. EDGE LINES) THERMO.- 90 MIL. | 4,655 | LF | | |
| 6271025 | 24" WHITE SOLID LINES (STOP/DIAG LINES)-THERMO.-125 MIL | 99 | LF | | |
| 6271074 | 4" YELLOW SOLID LINES(PVT.EDGE LINES) THERMO-90 MIL. | 4,416 | LF | | |
| 6510105 | FLAT SHEET, TYPE III, FIXED SIZE | 26.50 | SF | | |
| 7143618 | 18" RCP | 116 | LF | | |
| 7141114 | 24" RCP | 256 | LF | | |
| 8041020 | RIP – RAP (CLASS B) | 23 | TON | | |
| 8048205 | GEOTEX/EROS.CONT(CLASS2)TYPE B | 29 | SY | | |
| 8051155 | MT2 LEADING END TREATMENT TL2 | 2 | EA | | |
| 8051710 | MB TRAILING END TREATMENT | 2 | EA | | |
| 8052100 | MGS3 GR STANDARD SHOULDER | 1,962.5 | LF | | |
| 8100001 | PERMANENT VEGETATION | 21.231 | MSY* | | |
| 8103100 | TEMPORARY VEGETATION | 42.481 | MSY* | | |
| 8151102 | TURF REINFORCEMENT MATTING (TRM) TYPE 2 | 0.759 | MSY* | | |
| 8151110 | TEMPORARY EROSION CONTROL BLANKET | 10.934 | MSY* | | |
| 8153000 | NPDES SILT FENCE | 2,227 | LF | | |
| 8156490 | STABILIZED CONSTRUCTION ENTRANCE | 267 | SY | | |
| BASE BID SUBTOTAL | | | | | |

*Quantity is in thousands of square yards (i.e. 1,500 SY = 1.5 MSY)

| CONTINGENT ITEMS BID | | | | | |
|----------------------------------|----------------------------------|-----------------|-------------|-------------------|-------------|
| ITEM | DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | COST |
| 1071000 | TRAFFIC CONTROL | NEC. | LS | | |
| 2034000 | MUCK EXCAVATION | 369 | CY | | |
| 3069900 | MAINTENANCE STONE | 50 | TON | | |
| 8156100 | DITCH CHECK | 10 | TON | | |
| 8156490 | STABILIZED CONSTRUCTION ENTRANCE | 267 | SY | | |
| CONTINGENT ITEMS SUBTOTAL | | | | | |

*Quantity is in thousands of square yards (i.e. 1,500 SY = 1.5 MSY)

| | |
|--|--|
| BASE BID SUBTOTAL + CONTINGENT ITEMS SUBTOTAL | |
|--|--|

BID TOTAL (BASE BID AND CONTINGENT ITEMS ONLY) = \$ _____

In Words: _____

CONTRACTOR SIGNATURE: _____

**** List of Subcontractor and DBE Committal Sheet must accompany Bid Form. These forms are located as shown in the table of contents.**

BID NUMBER: PW-21-06-101

DATE: June 21, 2021

CERTIFICATE OF FAMILIARITY

The undersigned, having fully familiarized himself with the information contained within this entire solicitation and applicable amendments, submits the attached bid and other applicable information to the County, which I verify to be true and correct to the best of my knowledge. I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies or equipment, and is in all respects, fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid. I further certify that this bid is good for a period of ninety (90) days, unless otherwise stated.

Company Name as registered

Authorized Signature with the IRS

Correspondence Address

Printed Name

City, State, Zip

Title

Date

Telephone Number Fax Number

CONTRACTOR'S LICENSE # _____

Remittance Address

City, State, Zip

Telephone Number

Toll-Free Number if available

Federal Tax ID Number

SC Sales and Use Tax Number

Rev 03/19/97

**DOES YOUR FIRM OWE THE COUNTY OF UNION ANY DELINQUENT BUSINESS
PROPERTY TAXES ?**

___ YES/ ___ NO

TO: JERRY BRANNON, COUNTY ENGINEER
FAX: 864-429-1603 or Email your questions to jbrannon@countyofunion.com

REQUEST FOR WRITTEN RESPONSE TO QUESTIONS

BID NO. PW-21-06-101
RICE-MIDWAY CONNECTOR

Deadline for submitting questions is **July 7, 2021 @ 10:00 AM**

OFFEROR NAME AND ADDRESS:

DATE:

CONTACT PERSON:

TELEPHONE #:

FAX #:

(PLEASE REFER TO PAGE AND PARAGRAPH NUMBER WHEREVER POSSIBLE)

SPECIAL PROVISIONS
FOR
RICE-MIDWAY CONECTOR

.....

THE PROJECT

The Union County Department of Public Works is seeking competitive bids from South Carolina Department of Transportation approved contractors for the purpose of paving, grading, and construction of a new connector road between Rice Ave. and Midway Dr. A project map has been provided as part of this document. The work includes approximately **2,229 LF** of new connector road which includes installation of pipe and drainage appurtenances, installation and construction of drainage structures, grading, and shaping roadway to match the proposed typical sections. The roadway has sections with large amounts of cut and fill. The limits of this roadway work begin south off of Rice Ave. East of Midway dr.

Note 1: If a change in Quantities is warranted during construction, it shall be requested and approved in accordance with the “Estimated Quantities” provision as stated in the General Conditions.

Note 2: All work done by the Contractor must be in accordance with the South Carolina Department of Transportation 2007 Standard Specification for Highway Construction unless otherwise instructed by Union County Department of Public Works and be warranted for a period of 1-year from the time of completion against any defect, failure, etc. caused by the materials, workmanship, etc.

Note 3: Contingent items are not to be used without prior written approval of the Engineer.

Note 4: The Contractor/bidder is to take notice and be advised that this project contains a Base Bid and Contingent Bid.

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| 2031000 | Unclassified Excavation | 25 |
| 2033000 | Borrow Excavation | 25 |
| 2034000 | Muck Excavation | 26 |
| 3069900 | Maintenance Stone | 28 |
| 4011004 | Liquid Asphalt Binder PG64-22 | 28 |
| 4020320 | H/M Asph. Intermediate Cr. Type B | 28 |
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| 4030320 | H/M Asph. Surface Cr. Type B | 29 |
| 4030340 | H/M Asph. Surface Cr. Type C | 29 |
| 6271005 | 4" White Broken Lines(Gaps Excl.) Thermo. - 90 MIL | 30 |
| 6271010 | 4" White Solid Lines (Pvt. Edge Lines) Thermo. - 90 MIL | 30 |
| 6271025 | 24" White Solid Lines (Stop/Diag Lines) -Thermo. -125 MIL | 30 |
| 6271074 | 4" Yellow Solid Lines (Pvt. Edge Lines) Thermo -90 MIL | 30 |
| 6510105 | Flat Sheet, Type III, Fixed Sz. & Msg. Sign | 31 |
| 7141113 | 18" RCP | 31 |
| 7141114 | 24" RCP | 31 |
| 8041020 | Rip Rap (Class B) | 32 |
| 8048205 | Geotex/ Eros. Cont. (Class 2) Type B | 32 |
| 8051155 | MT2 Leading End Treatment TL2 | 33 |
| 8051710 | MB Trailing End Treatment | 33 |
| 8052100 | MGS3 GR Standard Shoulder | 33 |

| | | |
|---------|---|----|
| 8100001 | Permanent Vegetation | 33 |
| 8103100 | Temporary Vegetation | 33 |
| 8151102 | Turf Reinforcement Matting (TRM) Type 2 | 34 |
| 8151110 | Temporary Erosion Control Blanket | 34 |
| 8153000 | NPDES Silt Fences | 35 |
| 8156100 | Ditch Check | 35 |
| 8156490 | Stabilized Construction Entrance | 35 |

Item No. 1031000 – MOBILIZATION

- .01 DESCRIPTION:** This work shall consist of Mobilization as described within Section 103.10 of the SCDOT 2007 Standard Specifications For Highway Construction.
- .05 MEASUREMENT AND PAYMENT:** Mobilization will be paid for as described in Section 103.11 of the 2007 Standard Specifications For Highway Construction.

Item No. 1071000 – TRAFFIC CONTROL

- .01 DESCRIPTION:** This work shall consist of all labor and material necessary to maintain traffic, both vehicular and pedestrian, on, along, or through the work area. This item sets forth the traffic control requirements necessary for the safe and continuous maintenance of traffic throughout the area affected by the work.
- .02 MATERIALS:** All materials shall be in accordance with Section 600 of the SCDOT 2007 Standard Specifications for Highway Construction.
- .03 EQUIPMENT:** None specified,
- .04 CONSTRUCTION:** A predetermined Traffic Control Plan (TCP) will **not** be required as all traffic control will be **temporary and of short duration**.
 - A.** All traffic control devices and methods used shall conform to the Manual on Uniform Traffic Control Devices (MUTCD), latest edition.
 - B.** Contractor to provide sufficient number of flagmen and take all necessary precautions for the protection of the work area and safety of the public. When not in visual contact, flaggers shall be equipped with two-way radios to facilitate the safe flow of traffic through the construction zone.
 - C.** Signs shall be new or in like-new condition. Signs that become faded, illegible, or damaged shall be replaced as directed by the Engineer.
 - D.** On projects where traffic is to be maintained through the work area, the Contractor shall maintain one (1) lane traffic during work hours and two (2) lanes during non-work hours. There will be no lane closures allowed from 7:00 a.m. to 9:00 a.m. and from 3:00 p.m. to 5:00 p.m. unless otherwise directed by the Engineer.
 - E.** Traffic control devices shall be erected prior to the commencement of the paving operation and shall be maintained at each paving location until operations are complete.
 - F.** Weeds, shrubbery, construction equipment or material, spoil, etc., shall not be allowed to obscure any traffic control device.
 - G.** All personnel on the project site shall comply with Federal OSHA regulations. At a minimum, all personnel shall wear reflective safety vests within the work zone.
- .05 MEASUREMENT AND PAYMENT:** Traffic Control will **NOT** be a pay item and will be treated as **incidental** to the project. The cost of traffic control will be absorbed into other unit prices.

Item No. 2012000 – CLEARING & GRUBBING WITHIN RIGHT OF WAY

- .01 DESCRIPTION:** This section contains specifications for the materials, equipment, construction, measurement, and payment for clearing and grubbing of all vegetation, debris, and obstructions within the roadway limits of the disturbance (limits of construction), ditch and channel change areas, hydraulic structure, or other easement areas, except for such objects that are designated to remain, or are to be otherwise removed in accordance with the plans or other sections of these specifications.
- .02 MATERIALS:** none specified
- .03 EQUIPMENT:** Ensure that the equipment necessary for the proper construction of the work is on site, in acceptable working condition, and approved by the Engineer as to both type and condition before commencement of work.
- .04 CONSTRUCTION:** Where clearing and grubbing within roadway is required, clear and grub the entire area within the roadway limits of disturbance (limits of construction). Do not cut, damage, or destroy timber beyond the limits of disturbance (limits of construction) unless the Plans or the Special Provisions provide for clearing such areas as necessary to complete the work. Do not remove or damage trees, plant specimens, or other objects considered valuable by adjacent property owners or that are aesthetically desirable and are designated by the Engineer to remain. Any additional area, outside the limits of disturbance (limits of construction), must be approved by the Engineer prior to clearing and grubbing.
- .05 MEASUREMENT AND PAYMENT:** The quantity for the pay item Clearing and Grubbing within Roadway is measured and paid for at the Contract Unit Price Bid per Lump Sum. The quantity is the actual surface area over which clearing or grubbing operations were performed, completed, and accepted by the Engineer. Payment is full compensation for performing the clearing and grubbing work as specified or directed and includes proper removal and disposal of limbs, timber, and debris and all other materials, labor, equipment, tools, supplies, transportation, and incidentals necessary to complete the work in accordance with the Plans, the Specifications, and other terms of the Contract.

Item No. 2031000 – UNCLASSIFIED EXCAVATION

Item No. 2033000 – BORROW EXCAVATION

- .01 DESCRIPTION:** This section contains specifications for the materials, equipment, construction, transport, measurement, permitting, and payment for the removal, placement, compaction, and satisfactory disposal of all materials encountered within the limits of the right-of-way and borrow/storage pits necessary for the construction of the roadway. The limits of this work may include roadway widening, ditches, channels, parking areas, and private entrances. This work also consists of saw cutting of existing asphalt, the removal and replacement of unsuitable material in the subgrade or under structures, the stripping of the roadway and material pits, fine grading, and the excavation work necessary for the formation, compaction, and shaping of embankments, subgrade, shoulders, and slopes. As shown on the plans, typical section, and cross section.
- .02 MATERIALS:** Refer to the SCDOT 2007 Standard Specifications for Highway Construction Section 203.2.1.2 thru 203.2.1.8 in its entirety.
- .03 EQUIPMENT:** Ensure that the equipment necessary for the proper construction of the work is on site, in acceptable working condition, and approved by the Engineer as to both type and condition before the start of work under this section. Provide sufficient equipment to enable prosecution of the work in accordance with the project schedule and completion of the work in the specified time.

- .04 CONSTRUCTION:** Refer to the SCDOT 2007 Standard Specifications for Highway Construction Section 203.4 in its entirety.
- .05 MEASUREMENT AND PAYMENT:** All excavation work will be measured and paid at the Contract Unit Bid Price per Cubic Yard. Measurement is in accordance with SCDOT 2007 Standard Specifications for Highway Construction Section 203.5 in its entirety. Payment in CY is full compensation for performing the earthwork prescribed and, if applicable, includes transporting, excavating of material; forming and compacting embankments; disposing or placement of surplus or unsuitable material; stripping, preparing, and compacting of subgrade and shoulders; de-watering borrow pits (when necessary), terracing of borrow pits; and all other materials, labor, equipment, tools, supplies, transportation, and incidentals necessary to satisfactorily complete the work in accordance with the Plans, the Specifications, and other terms of the Contract.

Item No. 2034000 –MUCK EXCAVATION

- .01 DESCRIPTION:** This section contains specifications for the materials, equipment, construction, measurement, and payment for the removal, placement, compaction, and satisfactory disposal of all materials encountered within the limits of the right-of-way and borrow pits necessary for the construction of the roadway. The limits of this work may include intersecting roads, driveways, ditches, channels, parking areas, ramps, and private entrances. This work also consists of the removal and replacement of unsuitable material in the subgrade or under structures, the stripping of the roadway and material pits, and the excavation work necessary for the formation, compaction, and shaping of embankments, subgrade, shoulders, slopes, and intersections
- .02 MATERIALS:** Refer to the SCDOT 2007 Standard Specifications for Highway Construction Section 203.2 in its entirety.
- .03 EQUIPMENT:** Ensure that the equipment necessary for the proper construction of the work is on site, in acceptable working condition, and approved by the Engineer as to both type and condition before the start of work under this section. Provide sufficient equipment to enable prosecution of the work in accordance with the project schedule and completion of the work in the specified time.
- .04 CONSTRUCTION:** Refer to the SCDOT 2007 Standard Specifications for Highway Construction Section 203.4 in its entirety.
- .05 MEASUREMENT AND PAYMENT:** All excavation work will be measured and paid at the Contract Unit Bid Price per Cubic Yard. Measurement is in accordance with SCDOT 2007 Standard Specifications for Highway Construction Section 203.5 in its entirety. Payment in CY is full compensation for performing the earthwork prescribed and, if applicable, includes excavating of material; forming and compacting embankments; disposing of surplus or unsuitable material; stripping, preparing, and compacting of subgrade and shoulders; de-watering borrow pits (when necessary), terracing of borrow pits; moving items impacted by the limits of disturbance as defined by the plan cross sections and all other materials, labor, equipment, tools, supplies, transportation, and incidentals necessary to satisfactorily complete the work in accordance with the Plans, the Specifications, and other terms of the Contract. **This item is to be used as directed by the Engineer and is to be regarded as contingency item.**

Item No. 3069900 –MAINTENANCE STONE

- .01 DESCRIPTION:** This section contains specifications for the materials, equipment, construction, measurement, and payment for increasing the strength of the subgrade or subbase by the addition of crushed stone, gravel, or slag and the construction of a soil-aggregate subbase on a properly prepared foundation course (subgrade or subbase) for pavement structure in conformance with the lines, grades, dimensions, and cross-sections shown on the Plans or as directed by the RCE.
- .02 MATERIALS:** Refer to the SCDOT 2007 Standard Specifications for Highway Construction Section 305.2 in its entirety.
- .03 EQUIPMENT:** Ensure that the equipment necessary for the proper construction of the work is on site, in acceptable working condition, and approved by the RCE as to both type and condition before the start of work under this section. Provide sufficient equipment to enable prosecution of the work in accordance with the project schedule and completion of the work in the specified time.
- .04 CONSTRUCTION:** Refer to the SCDOT 2007 Standard Specifications for Highway Construction Section 305.3 in its entirety.
- .05 MEASUREMENT AND PAYMENT:** Maintenance Stone and Ballast Stone will be measured and paid for at the Contract Unit Price Bid per Ton. The payment will be full compensation for all material, labor, equipment, tools, grading, materials, compacting, testing, water, and incidentals necessary to complete the work.

Item No. 3100320 –H/M ASPH. BASE CR. – TYPE B

- .01 DESCRIPTION:** This section contains specifications for the materials, equipment, construction, measurement, and payment for construction of an asphalt aggregate base course composed of crushed stone, crushed slag, or gravel and an asphalt binder, mixed in an approved asphalt plant, constructed on a prepared subgrade, base course, or other surface, applied with a tack coat when specified, and in conformance with the lines, grades, dimensions, thickness, and typical cross-sections shown on the Plans or as otherwise directed by the RCE
- .02 MATERIALS:** Refer to the SCDOT 2007 Standard Specifications for Highway Construction Section 3010.2, 401.2.1, and 401.2.2 in its entirety.
This item for Hot Mix Asphalt Base Course Type shall include the Liquid Asphalt Binder (PG64-22). Liquid Asphalt Binder (PG64-22) shall be considered incidental to the Bid Item number 3100320.
- .03 EQUIPMENT:** Refer to the SCDOT 2007 Standard Specifications for Highway Construction Section 401.3.3 in its entirety.
- .04 CONSTRUCTION:** Refer to the SCDOT 2007 Standard Specifications for Highway Construction Section 401.4.4 in its entirety.
- .05 MEASUREMENT AND PAYMENT:** Refer to the SCDOT 2007 Standard Specifications for Highway Construction Section 401.5 and 401.6

Item No. 4011004 – LIQUID ASPHALT BINDER (PG64-22)

- .01 DESCRIPTION:** This section contains specifications for the materials, equipment, construction, measurement, and payment for hot mixed asphalt (HMA) base courses, intermediate courses, and surface courses, regardless of gradation of mineral aggregates or the kind, type, and amount of binder or additives.
- .02 MATERIALS:** Refer to the SCDOT 2007 Standard Specifications for Highway Construction Section 401.2.1 in its entirety.
- .03 EQUIPMENT:** Refer to the SCDOT 2007 Standard Specifications for Highway Construction Section 401.3 in its entirety.
- .04 CONSTRUCTION:** Refer to the SCDOT 2007 Standard Specifications for Highway Construction Section 401.4 in its entirety.
- .05 MEASUREMENT AND PAYMENT:** The quantity for Liquid Binder (of the performance grade specified) will **NOT** be a pay item and will be treated as **incidental** to the project. The cost of Liquid Asphalt Binder will be considered contingent to any and all Hot Mix Asphalt prices. The amount of binder in the HMA is determine by **SC-T-63**, **SC-T-64**, or **SC-T-75** or, at the option of the Engineer, from the amounts printed on the load tickets using an approved ticket printer. In order to check scale accuracy when using a ticket printer for measurement of binder, perform periodic extraction tests (not for pay purposes) on HMA other than those that contain marine limestone or slag. Payment for the accepted quantity for Liquid Asphalt Binder (of the performance grade specified), measured in accordance with Subsection 401.5 of the SCDOT 2007 Standard Specifications for Highway Construction, is determined using the or adjusted unit price for the applicable pay item. Payment is full compensation for providing the required liquid asphalt binder as specified or directed and includes all other materials, labor, equipment, tools, supplies, transportation, and incidentals necessary to fulfill the requirements of the pay item in accordance with the Plans, the Specifications, and other terms of the Contract. **This item is to be used as directed by the Engineer and is to be regarded as contingency item.**

Item No. 4020320 – H/M ASPH. INTERMEDIATE CR. TYPE B

Item No. 4020330 – H/M ASPH. INTERMEDIATE CR. TYPE C

- .01 DESCRIPTION:** This section contains specifications for the materials, equipment, construction, measurement, and payment for hot mixed asphalt (HMA) intermediate courses composed of mineral aggregate and binder, mixed in an approved asphalt plant, constructed on a prepared surface, and in conformance with the line, grades, dimensions, thickness, and typical cross-section shown on the Plans or as specified by the Engineer.
- .02 MATERIALS:** Refer to the SCDOT 2007 Standard Specifications for Highway Construction Section 402.2 in its entirety.
This item for Hot Mix Asphalt Intermediate Course Type C and Hot Mix Asphalt Intermediate Course Type B shall include the Liquid Asphalt Binder (PG64-22). Liquid Asphalt Binder (PG64-22) shall be considered incidental to the Bid Item numbers 4020330 and 4020330.
- .03 EQUIPMENT:** Refer to the SCDOT 2007 Standard Specifications for Highway Construction Section 402.3 in its entirety.
- .04 CONSTRUCTION:** Refer to the SCDOT 2007 Standard Specifications for Highway Construction Section 402.4 in its entirety.

- .05 MEASUREMENT AND PAYMENT:** Refer to the SCDOT 2007 Standard Specifications for Highway Construction Section 402.5 and 402.6

Item No. 4030320 – H/M ASPH. SURFACE CR. TYPE B

Item No. 4030340 – H/M ASPH. SURFACE CR. TYPE C

- .01 DESCRIPTION:** This section contains specifications for the materials, equipment, construction, measurement, and payment for HMA surface courses composed of mineral aggregate and binder, mixed in an approved plant, constructed on a prepared surface, and in conformance with the line, grades, dimensions, thickness, and typical cross-section shown on the Plans or as specified by the Engineer.
- .02 MATERIALS:** Refer to the SCDOT 2007 Standard Specifications for Highway Construction Section 403.2 in its entirety.
This item for Hot Mix Asphalt Surface Course Type B and Hot Mix Asphalt Surface Course Type C shall include the Liquid Asphalt Binder (PG64-22). Liquid Asphalt Binder (PG64-22) shall be considered incidental to the Bid Item numbers 4030320 and 4020340.
- .03 EQUIPMENT:** Refer to the SCDOT 2007 Standard Specifications for Highway Construction Section 403.3 in its entirety.
- .04 CONSTRUCTION:** Refer to the SCDOT 2007 Standard Specifications for Highway Construction Section 403.4 in its entirety.
- A.** The contractor shall apply a prime coat to graded aggregate base in accordance to SCDOT Specifications Section 401.4.18. Delay prime at a rate of 0.25 to 0.28 gallons per square yard of asphalt. The method of application is prescribed in pertinent sections of SCDOT Specifications Section 406.
 - B.** The Contractor shall protect the pavement against damage from all causes. Any part of the pavement that is damaged shall be repaired or replaced by and at the expense of the Contractor.
 - C.** HMA shall be placed only when the ambient air temperature at the surface is at least 40° F (4° C) and rising.
 - D.** All HMA shall be compacted by rolling, with approved equipment, to an in-place density of 92.0 to 97.0 percent of the maximum density.
 - E.** Testing of HMA pavements shall be in accordance with SCDOT Specifications Section 401.4.20/21 at the Contractor's expense. Additional testing will be required at any areas deemed necessary by the Engineer at the Contractor's expense. Copies of all test results shall be given to Owner.
- .05 MEASUREMENT AND PAYMENT:** Refer to the SCDOT 2007 Standard Specifications for Highway Construction Section 402.5 and 402.6
- A.** All costs for constructing or removal of tie-ins, final or temporary shall be considered incidental to the price per ton for HMA Surface Course.
 - B.** HMA shall be compacted to an in place density of 92 to 97 percent of the maximum density. If the contractor obtains 92 to 97 percent densities, payment will be made at 100% of the Contract unit price bid per ton for the material at that density. Likewise densities from 90.5 to 91.9 will be paid at 93% of the Contract unit price bid per ton for the material at that density. All densities falling below 90.5 percent shall be milled out and replaced. When the Engineer determines to reject a lot, the lot shall be replaced at no cost to the Owner.

Item No. 6271005 – 4” WHITE BROKEN LINES(GAPS EXCL.) THERMO. – 90 MIL
Item No. 6271010 – 4” WHITE SOLID LINES (PVT. EDGE LINES) THERMO - 90 MIL.

- .01 DESCRIPTION:** This work shall consist of furnishing and installing 4” White permanent thermoplastic broken lines and 4” White permanent thermoplastic solid lines. Locations of lines to be placed as directed by the Engineer. This work shall include all materials, equipment, labor, and incidentals necessary to complete the work.
- .02 MATERIALS:** Refer to the SCDOT 2007 Standard Specifications for Highway Construction Section 627.2 in its entirety.
- .03 EQUIPMENT:** Refer to the SCDOT 2007 Standard Specifications for Highway Construction Section 627.3 in its entirety.
- .04 CONSTRUCTION:** Refer to the SCDOT 2007 Standard Specifications for Highway Construction Section 627.4 in its entirety.
- .05 MEASUREMENT AND PAYMENT:** 4” White permanent thermoplastic broken lines and 4” White permanent thermoplastic solid lines will be measured and paid for at the Contract Unit Price bid per lineal foot. The payment will be full compensation for all material, labor, equipment, tools, and incidentals necessary to complete the work.

Item No. 6271025 – 24” WHITE SOLID LINES (STOP/DIAG LINES) - THERMO – 125 MIL.

- .01 DESCRIPTION:** This work shall consist of furnishing and installing 24” White permanent thermoplastic solid lines. Locations of lines to be placed as directed by the Engineer. This work shall include all materials, equipment, labor, and incidentals necessary to complete the work.
- .02 MATERIALS:** Refer to the SCDOT 2007 Standard Specifications for Highway Construction Section 627.2 in its entirety.
- .03 EQUIPMENT:** Refer to the SCDOT 2007 Standard Specifications for Highway Construction Section 627.3 in its entirety.
- .04 CONSTRUCTION:** Refer to the SCDOT 2007 Standard Specifications for Highway Construction Section 627.4 in its entirety.
- .05 MEASUREMENT AND PAYMENT:** 24” White permanent thermoplastic solid lines will be measured and paid for at the Contract Unit Price bid per lineal foot. The payment will be full compensation for all material, labor, equipment, tools, and incidentals necessary to complete the work.

Item No. 6271074 – 4” YELLOW SOLID LINES (PVT. EDGE LINES) THERMO - 90 MIL.

- .01 DESCRIPTION:** This work shall consist of furnishing and installing 4” Yellow permanent thermoplastic pavement marking lines. Locations of lines to be placed as detailed on the Pavement Marking Plan Sheets of the provided construction plans and/or as directed by the Engineer. This work shall include all materials, equipment, labor, and incidentals necessary to complete the work.
- .02 MATERIALS:** Refer to the SCDOT 2007 Standard Specifications for Highway Construction Section 627.2 in its entirety.

- .03 EQUIPMENT:** Refer to the SCDOT 2007 Standard Specifications for Highway Construction Section 627.3 in its entirety.
- .04 CONSTRUCTION:** Refer to the SCDOT 2007 Standard Specifications for Highway Construction Section 627.4 in its entirety.
- .05 MEASUREMENT AND PAYMENT:** 4" Yellow permanent thermoplastic solid lines will be measured and paid for at the Contract Unit Price bid per lineal foot. The payment will be full compensation for all material, labor, equipment, tools, and incidentals necessary to complete the work.

Item No. 6510105 – FLAT SHEET, TYPE III, FIXED SZ. & MSG. SIGN

- .01 DESCRIPTION:** This work shall consist of furnishing, fabricating, and installing of permanent flat sheet signs, custom and standard. This work shall include all materials, equipment, labor, and incidentals necessary to complete the work in accordance with the plans, specs, MUTCD or as directed by the Engineer.
- .02 MATERIALS:** Refer to the SCDOT 2007 Standard Specifications for Highway Construction Section 651.2 in its entirety.
- .03 EQUIPMENT:** Ensure that the equipment necessary for the proper construction of the work is on site, in acceptable working condition, and approved by the RCE as to both type and condition before the start of work under this section. Provide sufficient equipment to enable prosecution of the work in accordance with the project schedule and completion of the work in the specified time.
- .04 CONSTRUCTION:** Refer to the SCDOT 2007 Standard Specifications for Highway Construction Section 651.4 in its entirety.
- .05 MEASUREMENT AND PAYMENT:** Flat Sheet Signs will be measured and paid for at the Contract Unit Price bid per square foot. The payment will be full compensation for all material, fabrication, labor, equipment, tools, mounting and incidentals necessary to complete the work

Item No. 7141113 – 18" RCP

Item No. 7141114 – 24" RCP

- .01 DESCRIPTION:** When bid items for RCP are listed in the bid schedule, the County will allow the use of reinforced concrete in accordance with the specifications found in SCDOT's SC-M-714 (latest edition), the Standard Drawings, and this Special Provision.
- .02 MATERIALS:** Reinforced Concrete Pipe (RCP: 714-205-00) as described in SCDOT Supplemental Technical Specification SC-M-714 and in the SCDOT Standard Drawings. No value engineering application is required in order to use alternate pipe. No other pipe type will be accepted as an alternate.
- .03 EQUIPMENT:** Refer to the SCDOT 2007 Standard Specifications for Highway Construction Section 700 in its entirety.
- .04 CONSTRUCTION:** Use only pipe that conforms to the minimum and maximum fill height limitations indicated on the appropriate standard drawing. Unless indicated otherwise in the plans, determine pipe fill height based on the following formula: Fill Height = Elevation (top of curb or max grade above pipe) - Elevation (pipe crown). For all locations where new pipe is being attached to an existing system, use one of the following options:

- A. Any existing pipe may be extended using any acceptable alternate pipe type by using a drainage structure at the interface between the different pipe types. The drainage structure' may consist of standard junction boxes, manholes, catch basins, drop inlets, or circular drainage structures detailed on SCDOT Standard Drawings. For larger diameter pipe, custom drainage structures may be required. Field cut existing pipe to remove damaged joint (if applicable) and install new drainage structure at the field cut interface. Always fully clean existing pipe and pipe joints before installing joint sealant or gaskets and attaching new pipe.
- B. For locations where existing pipe properties cannot be directly matched, use a custom designed interface' (concrete collar, proprietary mastic wrap, custom coupling band, etc.) appropriate to interface the existing pipe to the new pipe of the same type. Submit interface drawings and design for review by the Engineer of Record and the Design Standards Engineer. Always fully clean existing pipe and pipe joints before installing joint sealant or gaskets and attaching new pipe. Replace existing pipe that has joint damage before connecting new pipe to the system.
- C. Any existing pipe may be extended using new pipe with the same joint profile and wall properties of the existing pipe. Always fully clean existing pipe and pipe joints before installing joint sealant or gaskets and attaching new pipe. Verify' the following parameters before ordering new pipe:
 - a. For RCP to RCP, confirm wall thickness, joint profile shape, and compatibility with existing manufacturer's pipe. Replace existing pipe that has joint damage.

.05 MEASUREMENT AND PAYMENT: RCP will be measured and paid as per the contract unit price per Linear Foot. Measure RCP in accordance with methods specified in SCDOT's SC-M-714 for the pipe material installed. "No measurement will be made for drainage structure, designed interface, or field verification performed at each interface between existing pipe and new pipe unless drainage structure/interface is specified in the plans. Payment will be made for RCP regardless of the type of material installed. Payment for RCP is as specified in SC-M-714 for the pipe material installed.

Include all costs for work related to connecting new pipe to existing pipe in the unit bid price of the new pipe. This connection work includes: drainage structure at the interface, custom designed interface, field verification of existing pipe and compatibility with new pipe, new gaskets, new joint sealant, new coupling bands, removal, and disposal of damaged sections of existing pipe.

Item No. 8041010 – RIP RAP (CLASS B)

Item No. 8048205 – GEOTEX/ EROS. CONT. (CLASS 2) TYPE B

- .01 DESCRIPTION:** This work shall consist of installing Rip Rap and Geotextile fabric for erosion control at the pipe outlet protection as depicted on the construction plans or as directed by the Engineer. Contractor must ensure that all drainage is properly tied into the new Rip Rap as shown on the construction plans or as directed by the Engineer. The contractor must comply with all state and local regulations.
- .02 MATERIALS:** Refer to the SCDOT 2007 Standard Specifications for Highway Construction Section 800 in its entirety.
- .03 EQUIPMENT:** Refer to the SCDOT 2007 Standard Specifications for Highway Construction Section 800 in its entirety.

- .04 CONSTRUCTION:** Refer to the SCDOT 2007 Standard Specifications for Highway Construction Section 800 in its entirety.
- .05 MEASUREMENT AND PAYMENT:** Rip Rap will be paid for at the Contract Unit Price Bid per Ton. The payment will be full compensation for all construction materials, disposal of construction debris, labor, equipment, tools, sediment tubes, materials needed for inlet protection and incidentals necessary to complete the work to the specifications of the Engineer.

Geotextile for Erosion Control under Rip Rap (Class 2) Type B will be paid for at the Contract unit price bid per square yard. The payment will be full compensation for all construction materials disposal of construction debris, labor, equipment, tools, sediment tubes, materials needed for inlet protection and incidentals necessary to complete the work to the specifications of the Engineer.

Item No. 8051155 – MT2 LEADING END TREATMENT TL2

Item No. 8051710 – MB TRAILING END TREATMENT

Item No. 8052100 – MGS3 GR STANDARD SHOULDER

- .01 DESCRIPTION:** This work shall consist of installing Guardrail and applicable End Treatments. This work shall include all materials, equipment, labor, and incidentals necessary to complete the work in accordance with the plans, specs, or as directed by the RCE
- .02 MATERIALS:** Refer to the SCDOT 2007 Standard Specifications for Highway Construction Section 805.2 in its entirety.
- .03 EQUIPMENT:** Refer to the SCDOT 2007 Standard Specifications for Highway Construction Section 805.3 in its entirety.
- .04 CONSTRUCTION:** Refer to the SCDOT 2007 Standard Specifications for Highway Construction Section 805.4 in its entirety.
- .05 MEASUREMENT AND PAYMENT:** Guardrail will be measured and paid for at the contract unit price per lineal foot along the centerline of the guardrail or barrier from end to end, complete and accepted excluding end anchorages. End Anchors and End Terminals will be measured and paid for at the contract unit price per each unit.

Item No. 8100001 – PERMANENT VEGETATION

Item No. 8103100 – TEMPORARY VEGETATION

- .01 DESCRIPTION:** This work shall consist of all labor, supervision, material, equipment, and services necessary and incidental for permanent and temporary vegetation. This item shall be used in locations and to the limits as directed by the Engineer.
- .02 MATERIALS:** Use seed and fertilizer mixture as specified under seeding schedule in SCDOT 2007 Standard Specifications for Highway Construction Section 810.2 in its entirety.
- .03 EQUIPMENT:** Ensure that the equipment necessary for the proper construction of the work is on site, in acceptable working condition, and approved by the RCE as to both type and condition before the start of work under this section. Provide sufficient equipment to enable prosecution of the work in accordance with the project schedule and completion of the work in the specified time.
- .04 CONSTRUCTION:** Refer to the SCDOT 2007 Standard Specifications for Highway Construction Section 810.4 in its entirety.

- .05 MEASUREMENT AND PAYMENT:** Permanent and Temporary Vegetation will be measured and paid for at the Contract unit price per MSY. The payment will be full compensation for all material, labor, equipment, tools, grading, composting, watering, testing, and incidentals necessary to complete the work. Seeding done outside the designated area will not be paid for. All maintenance of newly seeded areas will be responsibility of the contractor until final acceptance by the Owner. There will be no separate payment for mowing, fertilizing or any other maintenance required.

Temporary Seeding will be measured and paid for at the Contract unit price per MSY. The payment will be full compensation for all material, labor, equipment, tools, grading, composting, testing, watering, and incidentals necessary to complete the work. Seeding done outside the designated area will not be paid for. If the site has been disturbed after Temporary Vegetation measures have been installed it is the Contractors responsibility to repair and/or reseed all disturbed areas as approved by the Engineer. All maintenance of newly seeded areas will be the responsibility of the Contractor until final acceptance by Owner. There will be no separate payment for mowing fertilizing, or any other maintenance required.

Item No. 8151101 –TURF REINFORCEMENT MATTING (TRM) TYPE – 2
Item No. 8151110 –TEMPORARY EROSION CONTROL BLANKET

- .01 DESCRIPTION:** This work shall consist of all labor, supervision, material, placement, equipment, maintenance/cleaning, and services necessary and incidental for the placement of temporary erosion control measures to prevent erosion and water pollution through the use of best management practices including the use of berms, silt basins, turf reinforcement matting, inlet structure filters and rolled erosion control products. Refer to SCDOT 2007 Standard Specifications for Highway Construction Section 815 for specific erosion control limitations. This item shall be used in locations and to the limits as directed by the Engineer.
- .02 MATERIALS:** Refer to the SCDOT 2007 Standard Specifications for Highway Construction Section 815.2 in its entirety.
- .03 EQUIPMENT:** Refer to the SCDOT 2007 Standard Specifications for Highway Construction Section 815.3 in its entirety.
- .04 CONSTRUCTION:** Refer to the SCDOT 2007 Standard Specifications for Highway Construction Section 815.4 in its entirety.
- .05 MEASUREMENT AND PAYMENT:** Turf Reinforcement Matting Type (1, 2, 3, or 4) is the surface area covered by the rolled erosion control product, including seams, overlaps, anchor trenches, and wastages and is measured by the one-thousand square yards (MSY) unit of material in-place, complete, and accepted. Payment for TRM Products is full compensation for installing TRM as specified or as directed and includes furnishing, placing, and maintaining the erosion control matting or blankets; providing anchor devices and trenches quality control testing; and all other materials, labor, equipment, tools, supplies, transportation, and incidentals necessary to fulfill the requirements of the pay item in accordance with the Plans, the Specifications, and other terms of the Contract. Products damaged by the Contractor's operations are not included in the measurement. Products damaged by the Contractor's operations shall be replaced immediately and are considered incidental to the pay item.

Item No. 8153000 – NPDES SILT FENCE

- .01 DESCRIPTION:** Installation and maintenance of Silt Fence as specified in the construction plans or as directed by the Engineer. Also refer to the SCDOT 2007 Standard Specifications for Highway Construction Section 815.1 or as directed by the Engineer.
- .02 MATERIALS:** Refer to all applicable aspects of the SCDOT 2007 Standard Specifications for Highway Construction Section 815.2 or as directed by the Engineer.
- .03 EQUIPMENT:** Refer to all applicable aspects of the SCDOT 2007 Standard Specifications for Highway Construction Section 815.3 in its entirety.
- .04 CONSTRUCTION:** Refer to all applicable aspects of the SCDOT 2007 Standard Specifications for Highway Construction Section 815.4 in its entirety.
- .05 MEASUREMENT AND PAYMENT:** Silt Fence will be measured and paid for at the Contract unit price per lineal foot. The payment will be full compensation for all material, labor, equipment, tools, grading, materials, compacting, testing, maintenance, removal of silt and incidentals necessary to complete the work.

Item No. 8156100 – DITCH CHECK

- .01 DESCRIPTION:** Installation and maintenance of Ditch Check as specified in the construction plans.
- .02 MATERIALS:** As detailed in the construction plans and SCDOT Standard Drawing 815-105-00, the Ditch Check will consist of a layer fabric, Rip Rap Class A, and #5 or #57 aggregate to filter finer sediment..
- .03 EQUIPMENT:** Refer to all applicable aspects of the SCDOT 2007 Standard Specifications for Highway Construction Section 815.3 in its entirety.
- .04 CONSTRUCTION:** Refer to all applicable aspects of the SCDOT 2007 Standard Specifications for Highway Construction Section 815.4 in its entirety and the construction plans.
- .05 MEASUREMENT AND PAYMENT:** Ditch Check will be measured and paid for at the Contract unit price per Ton. Measurement will consist of the in place tonnage of Rip Rap (Class A) with the geotextile fabric and #5 or #57 aggregate considered incidental to that tonnage. The payment will be full compensation for all material, labor, equipment, tools, grading, materials, compacting, testing, maintenance, and incidentals necessary to complete the work.

Item No. 8156490 – STABILIZED CONSTRUCTION ENTRANCE

- .01 DESCRIPTION:** This work shall consist of installing a new Stabilized Construction Entrance as directed by the Engineer or as shown on the plans. All notes to the tracking of mud and damage outside of the construction area shown on the construction plans will be enforced. Gravel construction exits must conform to all applicable SCDOT specifications and details as shown on the plans. The Contractor must remove mud and/or debris from the road and gravel construction exits daily or as requested by the Engineer.
- .02 MATERIALS:** Refer to the SCDOT 2007 Standard Specifications for Highway Construction Section 815.2 in its entirety.

- .03 EQUIPMENT:** Refer to the SCDOT 2007 Standard Specifications for Highway Construction Section 815.3 in its entirety.
- .04 CONSTRUCTION:** Refer to the SCDOT 2007 Standard Specifications for Highway Construction Section 815.4 in its entirety.
- .05 MEASUREMENT AND PAYMENT:** Payment for Stabilized Construction Entrance is full compensation for constructing stabilized construction entrances as specified or directed and includes furnishing, installing, inspecting, maintaining, reshaping, removing, and disposing of the stabilized construction entrance (and exit); providing wash-down facilities, drainage, and geotextile under the aggregate; sweeping adjacent roadway as necessary or directed; and all other materials, labor, equipment, tools, supplies, transportation, and incidentals necessary to fulfill the requirements of the pay item in accordance with the Plans, the Specifications, and other terms of the Contract.

DISADVANTAGED BUSINESS ENTERPRISES (DBE) COMMITAL SHEET

FAILURE TO PROVIDE ALL INFORMATION REQUIRED ON THIS FORM MAY RESULT IN THE AWARD BEING MADE TO THE NEXT LOWEST RESPONSIBLE BIDDER.

| ¹ Name & Address of DBE's (Subcontractor or Supplier) | ² Percent | ³ Description of Work and Approximate Quantity ⁶ (show percent when appropriate) | | | | ⁵ Dollar Value |
|---|----------------------|--|------|------|----------------------------|------------------------------|
| | | Item | Qty. | Unit | ⁴ Unit Price | |
| | | | | | | |

- ¹ The designation of Firm A and/or B is not considered acceptable. I hereby certify that this company has communicated with and received quotes from the DBE's listed above and that they are willing to perform the work as listed above and that this company is committed to utilizing the above firm(s) on this contract.
- ² Percent - show percent of total contract amount committed to each DBE listed.
- ³ All information requested must be included unless item is listed in proposal on a lump sum basis.
- ⁴ Unit Price - show unit price quoted by DBE.
- ⁵ Dollar Value - extended amount based on Quantity and Unit Price.
- ⁶ Applies to lump sum items only.

This form may be reproduced or additional sheets added in order to provide all requested information.

SWORN to before me this _____
day of _____, 20_____

Company

(Seal) By:
Notary Public for _____
My commission expires: _____ Title:

SECTION 01700 - CONTRACT CLOSEOUT

PART 1 GENERAL

1.01 GENERAL:

- A. Comply with requirements stated in conditions of the contract and in specifications for administrative procedures in closing out the work.
- B. Related requirements:
 - 1. Fiscal provisions, legal Submittals and additional administrative requirements: Conditions of the contract.
- C. Related requirements specified in other sections:
 - 1. Closeout submittals required of trades:
The respective sections of specifications.
 - 2. Project Record Documents:.
 - 3. Warranties and Bonds:.

1.02 SUBSTANTIAL COMPLETION:

The conditions and procedures for inspection; and Contractor's, Engineer's and Owner's responsibilities pertaining to substantial completion are as specified in the General Provisions and in the Supplementary Conditions.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION

3.01 FINAL INSPECTION:

- A. Shall be in accordance with conditions and procedures outlined in the Contract Documents.
- B. When Engineer finds that the work is acceptable under the Contract Documents, he will request required Contractor's Closeout Submittals.

3.02 REINSPECTION FEES:

- A. Should Engineer perform reinspections due to failure of the work to comply with the claims of status of completion made by the Contractor:
 - 1. Contractor will compensate Engineer for such additional services.
 - 2. Owner will deduct the amount of such compensation from the final payment due the Contractor.

3.03 CONTRACTOR'S CLOSEOUT SUBMITTALS TO ENGINEER:

- A. Evidence of compliance with requirements of governing authorities:
 - 1. Certificates of Inspection.
- B. Project Record Documents: To be submitted as a condition for release of final payment (including retainage).

- C. Warranties and Bonds:
- D. Evidence of payment and release of liens: To requirements of General Provisions and Supplementary Conditions.
- E. Certificates of Insurance for products and completed operations.
- F. Once the Engineer has determined the work is acceptable under the Contract Documents, the Contractor will submit to the Engineer the appropriate number of copies of the following forms, copies of which are attached:
 - a) Contractor Warranty Form
 - b) Affidavit of Payment
 - c) Affidavit of Release of Liens
 - d) Final Waiver of Lien
 - e) Consent of Surety for Final Payment
 - f) Final DBE Participation Report

3.04 PAYMENT:

No separate payment will be made under this section for work described or specified herein.

CONTRACTOR WARRANTY FORM

PROJECT:

LOCATION:

OWNER:

We _____, Contractor
(Company Name)

for the above referenced project, do hereby warrant that all labor and materials furnished and work performed are in accordance with the Contract Documents and authorized modifications thereto, and will be free from defect due to defective materials or workmanship for a period of one year from Date of Substantial Completion. This warranty commences on:

(Date of Substantial Completion Affixed by Engineer)

and expires on : _____
(One Year From Commencement Date)

This warranty covers that portion of the project described below:

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

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

Date: _____

For: _____
(Company Name)

By:

Title:

AFFIDAVIT OF PAYMENT

To All Whom It May Concern:

WHEREAS, the undersigned has been employed by _____
_____ to furnish labor and materials for _____
_____ work, under a contract. _____ for the improvement of
property described as, _____ in the _____
_____ of _____ County of _____, State of _____ of which
_____ is the Owner,

NOW, THEREFORE, this __ day of _____, 20____,

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

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

ATTACHMENTS:

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

_____(SEAL)
CONTRACTOR (Name of sole ownership, corporation or partnership)

_____(SEAL)
(Signature of Authorized Representative)

(Affix corporate seal here)

TITLE: _____

AFFIDAVIT OF RELEASE OF LIEN

To All Whom **It** May Concern:

WHEREAS, the undersigned has been employed by _____
_____ to furnish labor and materials for
_____ work,
under a contract _____ for
the improvement of property described as, _____ in
_____ of _____ County of _____, State of _____
of which _____ is the Owner,

NOW, THEREFORE, this __ day of _____, 20__.

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

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

ATTACHMENTS:

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

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

(Signature of Authorized Representative) (SEAL)

(Affix corporate seal here)

TITLE: _____

FINAL WAIVER OF LIEN

To All Whom It May Concern:

WHEREAS, the undersigned has been employed by _____
_____ to furnish labor and materials for _____ work,
under
a contract _____ for the improvement of property described as _____
_____ in the _____ (City-Village) of _____ County
of
_____, State of _____ of which _____
_____ is
the Owner,

NOW, THEREFORE, this ___ day of _____, 20____,

for and in consideration of the sum of (E) _____

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

(F) _____ (SEAL)

(Name of sole ownership, corporation or partnership)

(Affix corporate

seal here) _____ (SEAL)

(Signature of Authorized Representative)

TITLE:

INSTRUCTIONS FOR FINAL WAIVER

- (A) Person or firm with whom you agreed to furnish either labor, or services, or materials, or both.
- (B) Fill in nature and extent of work; strike the word labor Of the word materials if not in your contract-
- (C) If you have more than one contract on the same premises, describe the contract by number if available. date and extent of work.
- (D) Furnish an accurate enough description of the improvement and location of the premises so that it can be distinguished from any other property.
- (E) Amount shown should be the amount actually received and equal to total amount of contract as adjusted.
- (F) If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself as partner.

Construction Industry Affairs Committee of Chicago

CONSENT OF SURETY FOR FINAL PAYMENT

Project Name _____

Location _____

Project No. _____

Contract No. _____

Type of Contract _____

Amount of Contract _____

In accordance with the provisions of the above-named contact between the Owner and the Contractor, the following named surety:

on the Payment Bond of the following named Contractor:

hereby approves of final payment to the Contractor, and further agrees that said final payment to the Contractor shall not relieve the Surety Company named herein of any of its obligations to the following named Owner: as set forth in said Surety company's bond:

Bonds of the Surety Company shall remain in effect at least until one year after the final payment to the Contractor in accordance with Section 00800, Supplementary Conditions, Paragraph SC-8 in the Contract Documents.

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand and seal this ____ day of _____ 20 _____.

(Name of Surety Company)

(Signature of Authorized Representative)

(Affix corporate seal here)

TITLE _____

IF SIGNED BY ATTORNEY-IN-FACT POWER OF ATTORNEY MUST BE ATTACHED.

Sample Contract

CONTRACT AGREEMENT PW-21-06-101

THIS AGREEMENT, made this _____ day of _____, 2021 by and between **Union County**, hereinafter called "COUNTY" and _____ doing business as a corporation in _____, hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence construction on the rehabilitation of a 4500' portion of Goldmine road in Union County according to the terms and conditions of the PW-21-06-101 BID DOCUMENT, attached to and herein made a part of this agreement.
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the work described herein.
3. The CONTRACTOR will commence work as provided for in the BID DOCUMENT and any subsequent Addendum to said document within ten (10) days of receipt of the NOTICE TO PROCEED and will complete the same within **One Hundred Eighty (180) consecutive calendar days** from NOTICE TO PROCEED, as described in Bid Package, unless the period for completion is extended otherwise in writing by the COUNTY.
4. The CONTRACTOR agrees to perform all of the work above as described in the BID DOCUMENT including all addendums and comply with the terms therein for the sum of _____ (\$_____) based upon unit prices for estimated quantities as shown in the BID FORM submitted with CONTRACTOR'S bid. CONTRACTOR will be paid based upon actual work units completed and materials units furnished.
5. The COUNTY will pay to the CONTRACTOR in the manner and at such times as set forth in the BID DOCUMENT such amounts as required by the BID DOCUMENT. A **10%** retainage will be held from each monthly invoice. Final payment will be made by COUNTY on completion and acceptance of all work.
6. The CONTRACTOR agrees that jurisdiction over any dispute arising under or in relation to the contract is vested in the Sixteenth Judicial Circuit with venue in the Union County Court of Common Pleas.
7. This AGREEMENT shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this AGREEMENT in two (2) copies, each of which shall be deemed an original on the date first above written.

CONTRACTOR:

BY: _____

TITLE: _____

WITNESS: _____

WITNESS: _____

COUNTY:

BY: _____

TITLE: Union County Supervisor

WITNESS: _____

WITNESS: _____

RICE-MIDWAY CONNECTOR – SITE MAP

