

**SOLICITATION FOR
UNION COUNTY
REHABILITATION of GOLDMINE ROAD**



BID DOCUMENT

August 28, 2020

TABLE of CONTENTS

	Page No.
INVITATION FOR BIDS	3
BOND REQUIREMENTS	4
INSTRUCTIONS TO BIDDERS	5
GENERAL PROVISIONS	6
GENERAL CONDITIONS	9
BIDDERS SCHEDULE	15
BID FORM FOR: UNION COUNTY ROAD RESURFACING	16
CERTIFICATE OF FAMILIARITY	17
SPECIAL PROVISIONS/SPECIFICATIONS	18
CONTRACTOR WARRANTY FORM	29
AFFIDAVIT OF PAYMENT	30
AFFIDAVIT OF RELEASE OF LIEN	31
FINAL WAIVER OF LIEN	32
CONSENT OF SURETY FOR FINAL PAYMENT	33
ATTACHMENTS	34

COUNTY OF UNION

INVITATION FOR BIDS

Union County, SC is now accepting bids for the rehabilitation and paving of a 4500 ft. section of Goldmine Road (C-0506) in Union County. This project will entail rehabilitation of existing paved section of road by the Cement Modified Recycled Base (CMRB) process according to SCDOT Designation: SC-M-308 and overlaying with 200 lb./sy. of H/M Asphalt Surface Type C. This project is subject to the conditions, provisions and specifications as outlined in the complete Bid Document and attachments. 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.

August 28,2020

OPENING DATE AND TIME: September 23, 2020 @ 3:00 PM

OPENING LOCATION: County Engineering Office
1246 S. Duncan By-Pass, Suite B
Union, SC 29379

MAILING ADDRESS: County Engineering Office
1246 S. Duncan By-Pass, Suite B
Union, SC 29379

All bids must be time stamped at the above referenced Mailing Address at or before 3:00 PM on September 17. 2020

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

A Pre-Bid Meeting will not be held but inquiries and site visits can be directed to Jerry A. Brannon, Sr., PE, County Engineer.

A copy of the complete Bid Package will available in the Procurement Section of the Union County website www.countyofunion.org .

DIRECT ALL INQUIRES TO: jbrannon@countyofunion.com
Jerry A. Brannon, Sr., County Engineer
1246, Suite B, S. Duncan By-Pass, Union, SC 29379
Ph: (864) 426-4022 / Fax: (864) 429-1603

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 AND PAYMENT 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 Form 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 Tabulation, will also be posted on the "Procurement" page of 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

Statutory

As required by the State of South Carolina.

COMPREHENSIVE GENERAL LIABILITY

Premises Operations

\$1,000,000

(per occurrence)

Single Limit

Contractual Liability

Independent Contractors

Personal Injury

Products - Completed Operations

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 any 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 coverage 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
 - Day after Thanksgiving
 - Thanksgiving Day
 - Christmas Eve
 - Christmas Day
 - 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:** All 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 payment request. 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. 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.
25. "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."
26. 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 during construction to inform the Engineer when any item of work (excluding lump sum items) is within 90% of the total contract quantities.
 - C. To affect substitution or alternative work operation, a "no cost" or "cost" change order signed by the contractor must be submitted to the County Engineer for approval. No work shall be performed prior to approval of such change order.
 - D. Contractor will be paid for actual quantities completed and or used for all unit price bid quantities.
27. CONTINGENT ITEMS: (Not Included in this Bid)
 - 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 "Bid Form" are provided in the Contract for use as directed by the Engineer and shall be included as part of the total contract bid unless otherwise specified. The quantities for these items are established for the purpose of obtaining a bid price and are not included as part of the base bid for awarding the contract. 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.
28. 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 affect 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 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

BIDDERS SCHEDULE

BID NUMBER: PW-20-08-101

DATE: August 28,2020

OPENING DATE AND TIME: September 23, 2020

OPENING LOCATION: County Engineering Office
1246 S. Duncan By-Pass, Suite B
Union, SC 29379

PRE-BID MEETING: A Pre-Bid Meeting will **not** be held but inquiries and site visits can be directed to Jerry A. Brannon, Sr., PE, County Engineer at 864-426-4022 or at jbrannon@countyofunion.com .

PROCUREMENT: **Rehabilitation and Paving of a 4500' Section of Goldmine Road (C-0506):** Provide all materials, equipment, and labor in accordance with the specifications, provisions and conditions provided herein.

AWARD: The total base 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, responsive, 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 all work on this project within **Ninety (90)** consecutive calendar days thereafter. Due to weather or other unforeseen circumstances, the time of completion of this contract may be extended with the mutual agreement of both parties.

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/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. The warranty period begins after acceptance of the County for this project. The contractor will be provided a final acceptance letter by the Union County Engineer.

BID FORM FOR: Rehabilitation of a Portion of Goldmine Road

ITEM NO.	ITEM	QTY	Unit	Unit Cost	Total Cost
1031000	MOBILIZATION	1	LS		
3063408	CMRB (8" Uniform) – Curing Method 2	10,000	SY		
3064000	PORTLAND CEMENT for CMRB	325	TON		
4030340	H/M ASPHALT SURFACE T-C (200 lb/SY)	800	TON		
BASE BID TOTAL					

BASE BID TOTAL = \$ _____

In Words: _____

Contractor: _____

By: _____

Title: _____

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

COUNTY OF UNION

SPECIAL PROVISIONS

THE PROJECT

The Union County Department of Public Works is seeking competitive bids from qualified contractors for the purpose of rehabilitating a 4500' section of Goldmine Road (C-0506) within Union County, SC. This section of roadway will be modified by the Cement Modified Recycle Base (CMRB) process using a rate 65 pounds of Portland Cement per square yard using curing method 2 in accordance with SCDOT Specification SC-M-306 (01/18). After stabilization, this section will be paved with HM Asphalt Type C at the rate of 200 pounds per square yard (lb/sy).

The CMRB for this project will have a depth of Eight (8") inches will be at least Eighteen (18') feet in width. The H/M Asphalt Type C pavement will be at least Sixteen (16') feet in width.

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.

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

Payment to contractor may be made to contractor at the completion of the stabilization portion of the work and the remainder of payment will be made after completion of paving and acceptance of the work, unless total project is completed in same month.

Specifications follow:

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.

- 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 be **incidental** to the project. The cost of traffic control will be absorbed into other unit prices.

Item No. 4030340– H/M ASPHALT SURFACE TYPE C

- .01 DESCRIPTION:** This work shall consist of furnishing and installing Hot Mix Asphalt (HMA) as shown herein or as directed by the Engineer. HMA shall consist of crushed stone, crushed slag, or crushed gravel and fine aggregate, slag, stone screening or a combination thereof combined with asphalt cement. The Engineer will permit the use of HMA Surface Course containing RAP material in the specified mixes. This material must meet SCDOT requirements. At any time during the period of the Contract, the Owner may increase, decrease, delete, or substitute HMA tonnage listed herein at its discretion.
- .02 MATERIALS:** Refer to the SCDOT 2007 Standard Specifications for Highway Construction Section 403.2 in its entirety.
- .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 and the following:
- A. When it is necessary to maintain traffic on a road or a section of road before the prime coat has time to sufficiently dry to prevent pickup, apply sand or some approved granular material as a cover as directed by the Engineer. The cost of furnishing this material and performing this work shall be incidental to the cost of the Hot Mix Asphalt.
 - 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.
- .05 MEASUREMENT AND PAYMENT:** Refer to Section 401.5 and Section 403.5 of the SCDOT Specification Booklet and the following:

- A. Hot Mix Asphalt pavements will be measured and paid for at the Contract Unit Price Bid per Ton. The payment will be full compensation for furnishing, mixing, hauling, placing, testing, prime coat, labor, equipment, tools and incidentals necessary to complete the work.
- B. Adjustment of existing visible manholes, valve boxes, inlets or other structures will not be measured but the cost will be incidental to the Contract unit price bid per ton for Hot Mix Asphalt pavement unless otherwise specified in the Contract documents.
- C. 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

Supplemental Technical Specification for

Cement Modified Recycled Base

SCDOT Designation: SC-M-306 (01/18)

1.0 DESCRIPTION

- 1.1 This section contains specifications for the materials, equipment, construction, measurement, and payment for the modification of an existing paved roadway or shoulder by scarifying the existing pavement structure, mixing it with Portland cement, and constructing the base course in conformance with the lines, grades, dimensions, and cross-sections shown on the Plans or as directed by the [RCE](#).

2.0 MATERIALS

- 2.1 Portland Cement - Use Portland cement that conforms to the requirements of **Subsection 301.2.1**.
- 2.2 Water - Use water conforming to the requirements of **Subsection 701.2.11**.
- 2.3 Asphalt Material – Use asphalt material conforming to the requirements of **Subsection 301.2.4**.

3.0 EQUIPMENT

- 3.1 Ensure that the equipment necessary for the proper construction of the work is on site and in acceptable working condition. Provide sufficient equipment to enable prosecution of the work in accordance with the project schedule and completion of the work in the specified time.
- 3.2 Construct the base with self-propelled rotary mixer(s)/reclaimer(s) capable of mixing in place to the required depth. The mixer(s)/reclaimer(s) shall have a mechanism for controlling the reclaimed material gradation via breaker bar and/or a door opening on the mixer(s)/reclaimer(s). Mixer(s)/reclaimer(s) shall be fitted with an integrated liquid injection system capable of introducing liquid into the cutting drum during the mixing process.
- 3.3 Provide a sufficient number of water trucks on the jobsite at all times of operation to maintain the moisture requirements listed in **Subsection 9**. Ensure that the water truck used in conjunction with the reclaimer uses a direct injection system, and additional trucks maintain surface moisture during grading and compaction work and until the curing treatment is applied in accordance with **Subsection 13**. Accomplish this using a controlled and uniform application of water without eroding or otherwise damaging the CMRB surface.
- 3.4 Provide a spreader/distributor capable of achieving consistent, accurate and uniform distribution across the entire length and width of the roadway while minimizing dust. Ensure that the spreader has adjustable openings or gate headers and is not solely dependent on vehicle speed to obtain the required spread rate.
- 3.5 Provide a combination of sheepfoot rollers, smooth wheel tandem rollers, and/or pneumatic-

tired rollers that have the ability to adequately compact reclaimed material throughout the entire specified CMRB thickness. Ensure the necessary weight, size and number of rollers to achieve the requirements of **Subsection 10**.

4.0 CONSTRUCTION

- 4.1 Regulate the sequence of work to process the necessary quantity of material to provide the full depth of modification as shown on the Plans:
 - 4.1.1 Ensure structural integrity of reclaimed material is consistent throughout the depth of the modification.
 - 4.1.2 Ensure surface quality is sufficient to provide durable temporary pavement structure surface and supports permanent pavement structure performance.
 - 4.1.3 Incorporate appropriate material as specified in the plans for drainage correction, cross slope correction or roadway strengthening.

5.0 QUALITY CONTROL PLAN, TEST STRIP & CORRECTIVE ACTION REQUIREMENTS

- 5.1 Prepare an annual Quality Control Plan that ensures that operational techniques and activities provide integral and finished material of acceptable quality for each Cement Modified Recycled Base project. Submit a Quality Control Plan for acceptance to the Chemical Stabilization Engineer ([CSE](#)) in writing a minimum of two weeks before work begins for the year.
- 5.2 The Quality Control Plan should include, but not be limited to addressing the following items;
 - 5.2.1 Contingency plans for pulverization, mixing and compaction when specifications criteria are not met. Consider the specific roadway conditions of various project sites.
 - 5.2.2 Plan for identifying in-situ moisture conditions, adjusting the moisture content to meet specifications, and maintaining moisture content through the time of curing. Include a description of the methods and minimum contractor testing for moisture. Consider specific environmental conditions of various project sites and schedules.
- 5.3 Test Strips
 - 5.3.1 The first load of cement on the roadway will be used as a test strip to determine if the contractor is capable of producing a mixture according to specifications. Particular attention will be paid to the moisture and compaction requirements set in **Subsection 10**, mixing and processing requirements set in **Subsection 9**, pulverization requirements set in **Subsection 7**, depth requirements in **Subsection 17**, and cement tolerances in **Subsection 8**. Cease production after the first load if any of the requirements of the specification are outside of the tolerances and change procedures to contingency plans approved in the QC Plan to continue work. Continue production as normal on the same day when the test strip meets the specification requirements.
 - 5.3.2 The first load applied with the contingency plans will be used as a test strip to evaluate the corrective action plan. Cease production after this initial load of cement if the requirements of this specification are still not being met and submit a revised corrective action plan to the [RCE](#) for acceptance prior to continuing work.
 - 5.3.3 If the requirements of this specification are not being met in a section not defined as a test strip (a section is defined as one load of cement) then one additional load of cement will be allowed. Cease production after this additional load of cement if the requirements are still not being met and submit a corrective action plan to the [RCE](#) for acceptance prior to continuing work.

6.0 SHOULDERS & ROADWAY PREPARATION

- 6.1 Remove all excess vegetation generated from the clipping and cleaning of shoulders from the

roadway and any other debris, including Reflective Pavement Markers, prior to performing the mixing operations. Remove material from the shoulders as necessary to ensure proper drainage at all times.

7.0 PULVERIZATION

- 7.1 Provide means, methods, and equipment necessary to obtain satisfactory pulverization of the pavement so that at the completion of pulverization and mixing (prior to compactive efforts), a uniform mixture is created in which 100% of the reclaimed material mixture (by weight) passes a 3 inch sieve and 95% of the reclaimed material mixture (by weight) passes a 2 inch sieve. When necessary, SC-T-1 Section 6.6 will be used for sampling to run gradation tests. Rework areas not meeting this gradation control measure as necessary, adhering to the time limitations in **Subsection 11**. The pulverization pass is defined as at least one pass of the mixer prior to the application of cement. Additional passes are allowed. Lightly compact following each pass of the mixer to produce a uniform layer. Carefully control the depth of pulverization and conduct operations in a manner to ensure that the surface of the roadbed below the pulverized material remains undisturbed and conforms to the required cross-section. Means, methods and equipment including but not limited to additional passes of the reclaimer, milling in place or the use of supplementary equipment to achieve pulverization is the responsibility of the contractor and incidental to the process.
- 7.2 If the requirements of pulverization are not being met in a section not defined as a test strip (a section is defined as one load of cement) then one additional load of cement will be allowed. Cease production after this additional load of cement if the requirements are still not being met and submit a corrective action plan to the [RCE](#) for acceptance prior to continuing work.

8.0 APPLICATION OF CEMENT

- 8.1 The [CSE](#) will determine the rate of cement based on test results supplied in writing by the Contractor. Do not commence construction until an approved rate has been determined by the [CSE](#). Allow two weeks from the date of submittal for the results and selection of appropriate cement rate. The test results will be conducted according to SC-T-26 by an AASHTO-accredited laboratory with material obtained from the roadway in which construction is to occur. Ensure that the roadway sampling and mix design testing is representative of the entire area and depth to be treated, several samples and/or designs may be necessary.
- 8.2 Spread Portland Cement uniformly on the pulverized material at the rate established by the [CSE](#), taking care to minimize fugitive dust and minimize overlapping of the passes (maximum 6 inches). Apply cement only when the temperature is 40°F in the shade and rising, and no freezing temperatures are predicted for at least 48 hours. Do not perform work on frozen or excessively wet subgrade. A tolerance of 5% (of the rate) is allowed in the spread rate for individual sections (load of cement) of roadway; however, adjustments should be made in order to keep the actual spread rate as close to that established by the CSE. Only apply cement to such an area that all the operations (including final compaction) can be continuous and completed in daylight, unless adequate artificial light is provided. Ensure that all operations (including final compaction) can be completed within 3 hours of application of cement.
- 8.3 Do not allow the percentage of moisture in the reclaimed material mixture at the time of cement application to exceed the quantity that permits uniform and thorough mixture of reclaimed material or that creates instability of the roadway. Do not allow equipment, except that used in spreading and mixing, to pass over the freshly spread cement until it is mixed with the reclaimed material mixture.
- 8.4 If the requirements of cement application are not being met in a section not defined as a test strip (a section is defined as one load of cement) then one additional load of cement will be

allowed. Cease production after this additional load of cement if the requirements are still not being met and submit a corrective action plan to the [RCE](#) for acceptance prior to continuing work.

9.0 MIXING & PROCESSING

- 9.1 Pulverize material as necessary to meet the requirements given in **Subsection 7**. The pulverization pass is defined as at least one pass of the mixer prior to the application of cement. Lightly compact following each pass of the mixer to produce a uniform layer.
- 9.2 After the cement has been applied per **Subsection 8**, mix and uniformly add necessary moisture to the reclaimed material to ensure that the moisture content is above the optimum value as set in the approved mix design when tested within 30 minutes of final compaction. Mix with at least one pass of the reclaimer after cement application at minimum. Additional passes are allowed, adhering to time limitations set forth within this specification. Ensure full width pulverizing and mixing by overlapping a minimum of 6 inches with each longitudinal pass, including at the longitudinal joint of each lane, and a minimum of 2 feet with each transverse joint. Additional mixing passes may be required in the contract documents. Lightly compact following each pass of the mixer to produce a uniform layer.
- 9.3 Immediately begin final compaction after the mixing process has been completed so that the requirements of **Subsection 10** are met.
- 9.4 Remove excess material generated from the mixing process after final grading operations have been completed.
- 9.5 If the requirements of mixing and processing are not being met in a section not defined as a test strip (a section is defined as one load of cement) then one additional load of cement will be allowed. Cease production after this additional load of cement if the requirements are still not being met and submit a corrective action plan to the [RCE](#) for acceptance prior to continuing work.

10.0 COMPACTION

- 10.1 Before beginning compaction, ensure that the mixture is free from excessive fluff and overly compacted areas to allow for uniform compaction of the layer. Continue compaction until the entire depth of the base course mixture is uniformly compacted to not less than 95% of the maximum density. SC-T-23, SC-T-26, SC-T-27, or SC-T-29 will be used at the discretion of the [RCE](#) to determine the maximum density of the composite mix. If tests show that 95.0% requirement is not being met, adjust construction operations to obtain the required density. Complete the compaction work within 1 hour of the final mixing pass.
- 10.2 After the mixture is compacted, reshape the surface of the base course as necessary to conform to the required lines, grades, and cross-section. Perform light scarifying to a depth which removes the sheepsfoot imprints at minimum. Continue as required to obtain a uniform surface and to prevent scaling and delamination.
- 10.3 Perform compacting and finishing in a manner that produces a smooth, closely knit surface, free from equipment imprints, cracks, ridges, or loose material. Maintain the moisture content of the mixture and surface above optimum moisture as determined by the pre-approved mix design, to the time of final curing coat being applied. The moisture content and density requirements for compaction will be tested for acceptance within 30 minutes of final compaction. Additional moisture contents tests will be randomly performed for acceptance through the curing application to ensure that the surface moisture is maintained above optimum moisture.
- 10.4 If the requirements of compaction are not being met in a section not defined as a test strip (a section is defined as one load of cement) then one additional load of cement will be allowed.

Cease production after this additional load of cement if the requirements are still not being met and submit a corrective action plan to the [RCE](#) for acceptance prior to continuing work.

11.0 CONSTRUCTION LIMITATIONS

- 11.1 Perform work in daylight hours unless adequate artificial light is provided. Limit the area over which the cement-pavement mixture is spread so that all operations specified in **Subsections 7, 8, 9, 10 and 13** are performed continuously until completion of a section (load of cement). Complete all grading and compaction work on a section (load of cement) within 2 hours after the initial mixing pass of the reclaimer unless the [RCE](#) approves a longer period.
- 11.2 If operations are interrupted for a continuous period of greater than 1 hour after the cement has been mixed with the reclaimed material, reconstruct the entire affected section (area of interruption) in accordance with these specifications. When the un-compacted reclaimed material mixture and cement is wetted so that the moisture content exceeds that specified, manipulate and aerate the mixture to reduce the moisture to the specified content provided the base course is completed within the time limits of these specifications.
- 11.3 Begin subsequent lifts of asphalt or chip seals which cover the Cement Modified Recycled Base curing methods and act as a final riding surface within 7 calendar days of completion of the CMRB section unless the [RCE](#) approves a longer period. Begin these subsequent lifts so that no more than 4 miles have temporary surface treatment on them at any time. A section is defined as the contract section of roadway receiving CMRB treatment. When using Curing Methods B or C, ensure that a milled surface is not left open to the public for more than 72 hours.

12.0 WEATHER LIMITATIONS

- 12.1 Apply cement only when the temperature is 40°F in the shade and rising, and no freezing temperatures are predicted for at least 48 hours. Do not perform work on frozen or excessively wet subgrade. The temperature restrictions for single treatment, when used as a curing option, shall meet the requirements of this reclamation specification. If the successive course is a final riding course, the seasonal restrictions of December, January and February apply unless otherwise approved by the DOC.

13.0 CURING

- 13.1 After the Cement Modified Recycled Base has been finished as specified, cure the surface using the specified method in the plans or contract. Dampen and sweep the CMRB immediately prior to the application of the surface treatment.
 - Curing Method A: Surface (Single) Treatment*
 - Curing Method B: Surface (Single) Treatment with Milling Curing*
 - Method C: Surface (Double) Treatment with Milling*
- 13.2 After the Cement Modified Recycled Base has been finished as specified, protect the base from rapid drying and traffic by placing Asphalt Surface Treatment as specified in **Section 406 or 407**, with the exception that lightweight aggregate is not required and CRS-2 may be used in place of CRS-2P. Perform this operation daily to protect the newly constructed Cement Modified Recycled Base, unless otherwise directed by the [RCE](#).
- 13.3 Prior to placement of the HMA course in Methods B & C, mill the Cement Modified Recycled Base course surface to obtain a true and level finish for the asphalt placement. Ensure that a diamond milling pattern with a double or triple strike is clearly visible in the finished surface. Consider the final thickness during construction, leaving the specified depth of treatment after the milling has occurred. Ensure that the surface is left in a condition ready for paving, free from scabbing, scaling and other defects. Ensure that any structure lost to additional, deeper milling to remove these defects is replaced with asphalt. Include this cost in the Cement Modified

Recycled Base price.

14.0 CONSTRUCTION JOINTS

14.1 At the end of each day's construction, form a straight construction joint as specified in **Subsection 301.4.9**.

15.0 SURFACE SMOOTHNESS

15.1 Ensure that the finished surface of the recycled base meets the requirements of **Subsection 301.4.10**. The grade of the road will be based on existing conditions of the roadway. Grade the cross slope to obtain positive drainage as well as smooth transitions from crown to superelevated sections of the roadway, re-grade roads with a pre-existing cross slope of 2% or greater to the same cross slope. On roads with a pre-existing cross slope of less than 2%, the Contractor and RCE will determine the measures required to obtain positive drainage and the final cross slope.

16.0 RIDEABILITY

16.1 Ensure that the final asphalt surface placed on Cement Modified Recycled Base course meets the Rideability requirements of SC-M-403 for either New Construction or Resurfacing, whichever is applicable based on the specified pavement structure.

17.0 THICKNESS TOLERANCE

17.1 The thickness of the completed Cement Modified Recycled Base will be measured at random intervals not to exceed 1,000 feet in length. The average job thickness will be measured daily using the average value of all measurements taken by the inspector each day. Where the measured thickness is more than 1 inch greater than the specified thickness, the thickness of that location will be considered the specified thickness plus 1 inch. If the average job thickness varies from the specified job thickness by more than ½ inch, an adjusted unit price is used for calculating payment. The pay factor will be calculated as below and applied;

$$\text{Pay Factor} = 1 - \frac{\text{Average Job Thickness} - \text{Specified Job Thickness}}{\text{Specified Job Thickness}}$$

$$\text{Adjusted Contract Unit Price} = \text{Pay Factor} \times \text{Contract Unit Price}$$

17.2 If the requirements of thickness (any single test value greater than 1 inch different from the specified depth) are not being met in a section not defined as a test strip (a section is defined as one load of cement) then one additional load of cement will be allowed. Cease production after this additional load of cement if the requirements are still not being met and submit a corrective action plan to the RCE for acceptance prior to continuing work.

18.0 OPENING TO TRAFFIC

18.1 Local traffic may use completed portions of the Cement Modified Recycled Base provided the

base has hardened sufficiently to prevent marring, damaging or visible rutting of the surface by such usage. Ensure that no damage occurs to the curing coat. With approval of the District Office, temporary detours may be utilized during the reclamation process to reduce the traffic on the reclaimed roadway. Use the subgrade shoulders or completed pavement, when available, for transporting materials, workers, and equipment throughout the project. Do not place construction equipment on the base without the approval of the [RCE](#) unless it is being used in the subsequent construction operation.

19.0 MAINTENANCE

19.1 Maintain the Cement Modified Recycled Base in accordance with **Subsection 301.4.13**.

20.0 MEASUREMENT

20.1 The quantity for the pay item Cement Modified Recycled Base (of the uniform thickness required) is the surface area of a uniform base constructed by applying and mixing cement with the subgrade as specified and is measured by the square yard (SY) of the modified base in-place, complete and accepted. Cement Modified Recycled Base constructed outside the designated area is not measured for payment.

20.2 The quantity for the pay item Portland Cement for Cement Modified Recycled Base is the weight of cement incorporated into the base at the rate established by the [CSE](#) and is measured by the ton (TON), complete and accepted. Portland cement incorporated in excess of 5% of the amount established by the [CSE](#) is not included in the measurement. Furnish the [RCE](#) with invoices of all cement received to verify weight.

21.0 PAYMENT

21.1 Payment for the accepted quantity of Cement Modified Recycled Base (of the uniform required thickness) or Portland Cement for Cement Modified Recycled Base, measured in accordance with **Subsection 20** is determined using the contract unit bid price for the applicable item.

21.2 Payment for Cement Modified Recycled Base (of the uniform required thickness) is full compensation for constructing the Cement Modified Recycled Base course as specified or directed and includes pulverizing and scarifying the existing pavement, applying and spreading cement, processing and mixing base course material, watering and maintaining proper moisture content, compacting, finishing, curing, hauling and disposing of excess shoulder material and curing base course, forming construction joints, and all other materials, labor, equipment, tools, transportation, and incidentals necessary to complete the work in accordance with the Plans, the Specifications, and other terms of the Contract.

21.3 Base course that is deficient in thickness is paid for at the adjusted unit price specified in **Subsection 20**.

21.4 Payment for Portland Cement for Cement Modified Recycled Base is full compensation for furnishing and weighing the cement as specified or directed and includes 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.

21.5 Payment for excess reclaimed material generated from the roadway (excluding shoulder material) is paid for as unclassified excavation.

21.6 Payment for each item includes all direct and indirect costs or expenses required to complete the work.

21.7 Pay items under this section include the following:

Item No.	Pay Item	Unit
3063306	Cement Modified Recycled Base (6" Uniform)	SY
3063308	Cement Modified Recycled Base (8" Uniform)	SY
3063310	Cement Modified Recycled Base (10" Uniform)	SY
3063312	Cement Modified Recycled Base (12" Uniform)	SY
3064000	Portland Cement for Cement Modified Recycled Base	TON

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 re-inspections 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 : _____

(Two Years 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.

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

(SEAL)
(Signature of Authorized Representative)

(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 County of _____
_____, State of _____ of which Union County 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)

TITLE _____

(Affix corporate seal here)

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

ATTACHMENTS

- Sample Contract Agreement
- Site Map

**CONTRACT AGREEMENT
PW-20-08-101**

THIS AGREEMENT, made this _____ day of _____, 2020 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-20-08-101 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 **Ninety (90) 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 _____ **Dollars (\$ _____)** based upon unit prices for estimated quantities as shown in the BID FORM. 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: _____

TITLE: _____

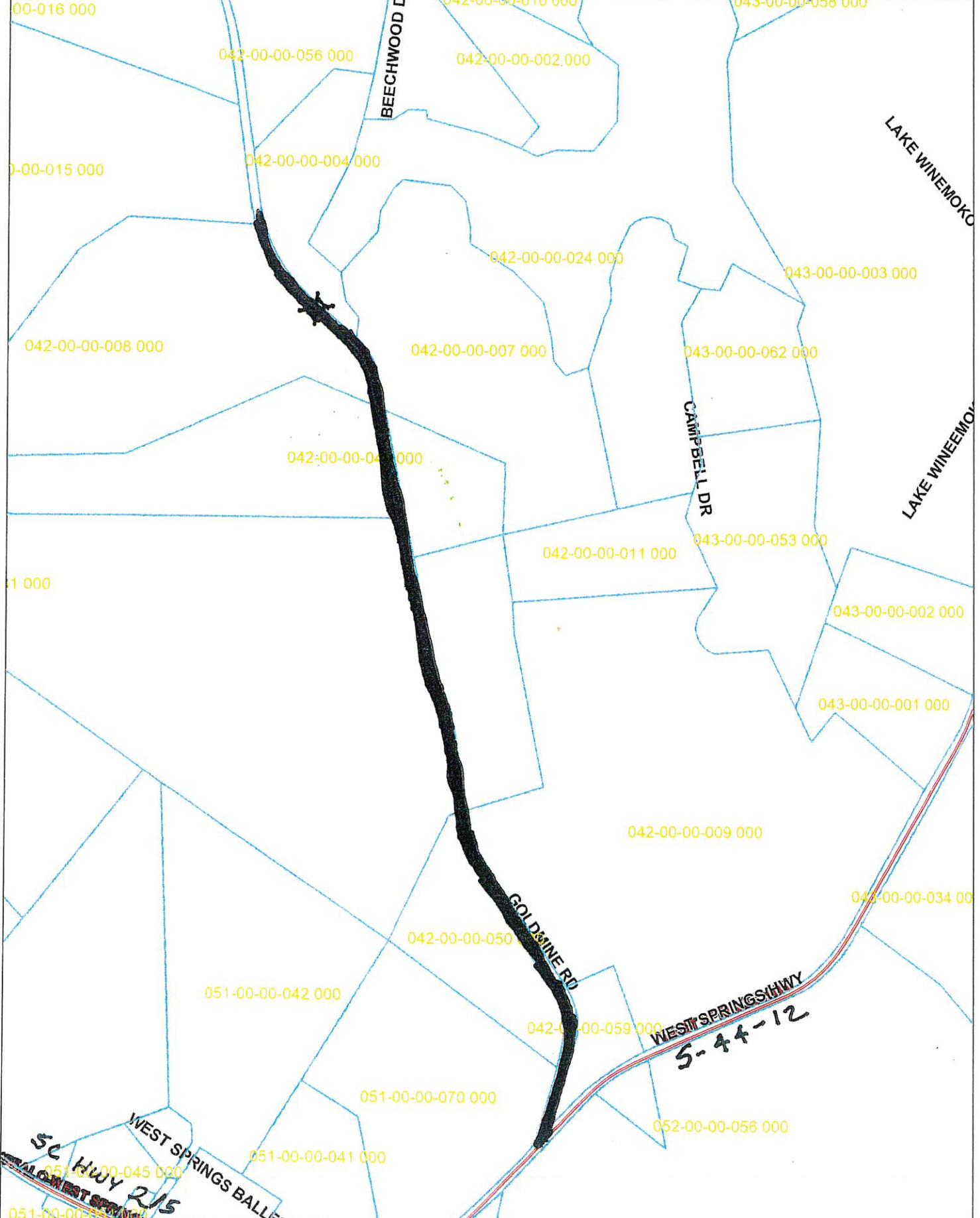
COUNTY:

BY: _____

TITLE: Union County Supervisor

WITNESS: _____

TITLE: _____



4500' Section of Goldmine Rd.

