



FLORENCE COUNTY
SOUTH CAROLINA

INVITATION-TO-BID NO. 25-17/18

2018 CPST II DIRT ROAD PAVING PROJECT
- DISTRICT 1

BID OPENING: February 28, 2018 at 3:20 p.m. (EST)

**INVITATION TO BID FOR BID NO. 25-17/18 DIRT ROAD PAVING PROJECT-
DISTRICT 1**

TABLE OF CONTENTS

<u>DESCRIPTION</u>	<u>PAGE NUMBER</u>
INVITATION-TO-BID	3
BID SPECIFICATIONS/SCOPE OF WORK/SPECIAL PROVISIONS	4-16
SUPPLEMENTAL SPECIFICATIONS.....	17-25
MINIMUM MANDATORY REQUIREMENTS.....	26
INSTRUCTIONS TO BIDDERS	27-31
VENDOR AGREEMENTS.....	31-34
IRAN DIVESTMENT ACT-CERTIFICATION.....	31
BID FORMS/UNIT BID SPREADSHEET.....	35-37
BID SURETY REQUIREMENTS	38
SAMPLE BID BOND	39
PAYMENT BOND REQUIREMENT	40
PERFORMANCE BOND REQUIREMENT	41
INSURANCE REQUIREMENTS.....	42
SAMPLE CONTRACT DOCUMENT	43-54
BID STD. DRAWINGS AND PLANS	54-62
AREA MAPS.....	63-64

INVITATION TO BID FOR BID NO. 25-17/18 DIRT ROAD PAVING PROJECT- DISTRICT 1

Florence County, South Carolina (Owner) is accepting bids from licensed and qualified Contractors for the 2018 CPST II Dirt Road Paving Project - District 1.

Each of the bidders shall fully familiarize itself with the conditions relating to the bid to insure complete understanding of all the details involved. The bidder shall satisfy itself as to the actual requirements of the bid by personal examination of its location or other means, so as to enable the bidder to make an informed bid. Failure to do so shall not relieve the successful bidder of its obligation to furnish all materials, products, and/or labor necessary to complete the provision of the awarded contract, and failure to do so may result in the claims against bonds. No allowance will be made for any claims that a bid and/or response were based on incomplete information as to the nature and character of the sites and of the work involved.

In order to be considered, all bids must be hand carried or mailed in a sealed envelope to the Florence County Procurement Office, County Complex, 180 N. Irby Street, Rm. B-5, Florence, no later than **February 28, 2018 at 3:00 p.m. (EST).** The sealed bids will then be opened and read aloud in room 210-C of the County Complex at **3:20 p.m. (ET) on February 28, 2018.**

Bids must be clearly marked, "Bid No. 25-17/18". Contractors mailing bids should allow delivery time to ensure timely receipt of their bid. The responsibility for getting the bid to Florence County on or before the specified time and date is solely and strictly the responsibility of the proposing firm. Any bids received later than the submission deadline will not be accepted/considered. Electronic bids will not be accepted. Directions may be obtained by calling (843) 665-3018. Florence County will in no way be responsible for delays caused by any occurrence.

Florence County under Title VI of the Civil Rights Act of 1964 and related statutes ensures that no person shall on the grounds of race, color, national origin, sex, disability, and age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity it administers.

Minority Business Owners (minority or woman owned businesses) will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, creed, sex or national origin in consideration for an award. It is the policy of the County that minority business and women owned business enterprises (MBE/WBE) have an opportunity to participate at all levels of contracting in the performance of County projects to the extent practical and consistent with the efficient performance of the contract.

This request for bids does not commit Florence County to award a contract; to pay any cost incurred in the preparation of a bid; or, to procure or contract for the services. Florence County reserves the right to accept or reject any or all bids received as a result of this request; to negotiate with any or all qualified proposers; or, to cancel in part or in its entirety this bid invitation, if it is in the best interest of the County to do so.

**INVITATION TO BID FOR BID NO. 25-17/18 DIRT ROAD PAVING PROJECT-
DISTRICT 1**

SPECIFICATIONS/SCOPE OF WORK

Construction of existing dirt/paved roads (approximately 1.50 miles) located within Florence County District 1, improving roadway drainage ditches, replacement of existing driveway pipes and cross lines, preparation of cement stabilized earth base course (6"), and placement of Hot Mix Asphalt Surface Course Type C (200 #/SY) as a final riding surface:

District 1: W. O'Shay Rd.
 Frierson Rd.
 S. Acline St.

SPECIAL PROVISIONS

**FLORENCE COUNTY
PROJECT NUMBER**

25-17/18

This project is to be constructed under the South Carolina Department of Transportation's Specifications for Highway Construction Edition of 2007 and the following Special Provisions.

This project will be constructed under the direct supervision of the Florence County Transportation Department.

1) ERRATA TO 2007 STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION:

See attached Supplemental Specification dated May 4, 2009.

2) SECTION 101: SUBSTANTIAL COMPLETION OF WORK

Section 101.3.76 is hereby replaced with the following:

101.3.76 Substantial Completion of Work

Substantial Completion of Work is the point in the project when work has been constructed to the typical section in the Plans over the entire length of the project including tie-ins, all pay items have been installed in reasonable conformance with the plans and specifications over the entire length of the project, and all lanes of traffic are open to the public in their final configuration with the final applications of pavement markings with the only remaining work to be performed being punch list items.

3) SECTION 101: STANDARD DRAWINGS:

The Bidders are hereby advised that this project shall be constructed using the 2011 Standard Drawings with all updates effective at the time of the letting. The Standard Drawings are available for download at http://www.scdot.org/doing/sd_disclaimer.shtml. All drawings that are updated are labeled with their effective letting date in red.

The Standard Drawings are available to purchase through the SCDOT Engineering Publications Sales Center. The Engineering Publication Sales Center is located in Room G-19 (basement level) of the SCDOT Headquarters Building, 955 Park Street, Columbia, South Carolina.

All references in the plans, standard specifications, supplemental specifications, supplemental technical specifications, or special provisions to drawings under the previous numbering system are hereby updated to the new drawing numbers. Refer to sheets 000-205-01 through 000-205-07 to find new drawing numbers when looking for references to older drawing numbers.

4) SECTION 102: EXAMINATION OF THE PROPOSAL OR PLANS:

Plan holders desiring further information or interpretation of the Proposal or Plans shall make a written request for such information to Florence County no later than 5:00 pm (EST) on **February 16, 2018**. Correspondence shall be submitted in writing by e-mailing pletcher@florenceco.org. Only written questions will be considered formal.

INVITATION TO BID FOR BID NO. 25-17/18 DIRT ROAD PAVING PROJECT- DISTRICT 1

5) **SECTION 102: PROPOSAL ITEMS AND QUANTITIES:**

A list of bid items and quantities is on last page of these contract documents.

6) **SECTION 105: CONSTRUCTION STAKES, LINES AND GRADES:**

Section 105.80 of the Standard Specifications is amended to the extent that the contractor will be responsible for this work.

The contractor will be required to provide all the layouts necessary to construct the elements of this project. The engineer will assist with providing adequate reference points to the center line of the existing roadway.

The Contractor shall provide field personnel and set all additional stakes for this project, which are needed to establish offset stakes, reference points, and any other horizontal or vertical controls, including supplementary benchmarks, necessary to secure a correct layout of the work. The Contractor will not be required to determine the property line between properties.

The contractor shall be responsible for having the finished work substantially conform to the typical section and dimensions called for in the construction specifications and/ or plans. **All work performed for this project must remain within the existing ditch to ditch easement on each roadway.** Any inspection or checking of the Contractor's layout by the engineer and the acceptance of all or any part of it shall not relieve the Contractor of his responsibility to secure the required dimensions, existing grades, and elevations of the several parts of the work. The Contractor shall exercise care in the preservation of stakes and benchmarks, and shall have them reset at his expense when any are damaged, lost, displaced or removed. The Contractor shall use competent personnel and suitable equipment for the layout work required. The Contractor shall not engage the services of any person or persons in the employment of the South Carolina Department of Transportation or Florence County for the performance of any work covered by this item.

The Engineer will make random checks of the Contractor's staking to determine if the work is within conformance with the construction specifications and/or plans. Where the Contractor's work will tie into work that is being or will be done by others, checks will be made to determine if the work is in conformance with the proposed overall grade and horizontal alignment.

The cost of the above work will be considered as incidental to the project and no additional compensation will be allowed.

If during the course of staking or construction work, unforeseen utilities and/or field conditions arise which conflict with construction, the Contractor shall immediately notify the Engineer. The Engineer will review the Contractor's findings and adjust the lines and grades accordingly or make arrangements for the utility to relocate its facilities. The resulting adjustments will be provided to the Contractor so that his survey crew can perform the adjusted work. Required adjusted staking as described above shall be considered a normal consequence of construction. No additional compensation will be due to the Contractor for this work, or for any delays due to adjustments to staking.

7) **SECTION 106: CONSTRUCTION QUALITY CONTROL AND ASSURANCE TESTING**

The Contractor shall be responsible for retaining an independent firm for all required sampling and testing. All sample and test results shall be submitted to and approved by the Engineer prior to continuation of work. The owner shall provide construction quality assurance testing required for this project, except for MANUFACTURERS MATERIALS CERTIFICATIONS AND CERTIFIED TEST REPORTS as required by the provision included below.

8) **SECTION 106: QUALIFIED PRODUCT LISTINGS**

All references to "Approval Sheet" or "Approval Policy" are to be replaced with "Qualified Products Listings (QPL)" and "Qualified Products Policies (QPP)" respectively. This change includes all references in the SCDOT Standard Drawings, SCDOT Standard Specifications, SCDOT Supplemental Specifications, SCDOT Special Provisions, SCDOT Supplemental

**INVITATION TO BID FOR BID NO. 25-17/18 DIRT ROAD PAVING PROJECT-
DISTRICT 1**

Technical Specifications, SCDOT Internet and Intranet websites, and all other documents produced by SCDOT.

9) SECTION 107: APPLICATION OF DAVIS-BACON AND RELATED ACTS TO INDEPENDENT TRUCK DRIVERS AND MISCELLANEOUS CONSTRUCTION ACTIVITIES:

See attached Addendum dated June 13, 1990.

10) SECTION 107: COORDINATION OF UTILITY RELOCATION WORK WITH HIGHWAY CONSTRUCTION:

As it is not economically feasible to complete the rearrangement of all utility conflicts in advance of the roadway construction, such rearrangements may be underway concurrently with construction.

It shall be the responsibility of the contractor to inspect the site for potential utility conflicts.

It is the responsibility of the Contractor to call Palmetto Utility Protection Service at 811 or 1-888-721-7877 three (3) days prior to work so that existing utilities can be properly marked.

Utility Contacts for this project are:

Utility Company	Contact Name	Phone Number
Duke Energy	David McLawhorn	(843) 833-2746
AT&T	Terrell Burch	(803) 318-8107
Frontier Communications	Tracey Friar	(843) 520-1330
City of Florence - Water	Michael Hemingway	(843) 665-3236
City of Lake City - Water	Ricky Sims	(843) 598-1472
Darlington County Water & Sewer Authority	Jerry Stutts	(843) 393-8131
SCE&G - Gas	Clint Thompson	(843) 676-3633
Time Warner Cable	Kerry Lewis	(843) 664-9775
Farmers Telephone	George Richardson	(843) 373-3620
Santee Electric Cooperative	Richard H. McConnell	(843) 355-0532

11) DISADVANTAGED BUSINESS ENTERPRISE (DBE):

- POLICY – It is the policy of the County that DBE companies shall have an equal opportunity to participate in the performance of contracts and subcontracts financed in whole or in part by the County.
- COMPLIANCE/ASSURANCE – Firms shall not discriminate on the basis of race, religion, color, national origin or sex.
- DBE PARTICIPATION. Firms not providing assistance with the County's inclusiveness of DBE'S program by utilizing internal forces only may not be awarded a contract and may be evaluated as non-responsive.
- AVAILABLE DBE'S- In order to be counted toward the DBE participation all DBE companies must be certified in accordance with certification programs of the State of South Carolina and the Federal department of Transportation and acceptable to the County.

12) SECTION 107: CONTRACT PROVISION TO REQUIRE CERTIFICATION AND COMPLIANCE CONCERNING ILLEGAL ALIENS:

By submission of this bid, the bidder as the prime contractor does hereby agree:

- a. to certify its compliance with the requirements of Chapter 14 of Title 8 of the S.C. Code of Laws regarding Unauthorized Aliens and Public Employment;

INVITATION TO BID FOR BID NO. 25-17/18 DIRT ROAD PAVING PROJECT- DISTRICT 1

b. to provide Florence County and/or SCDOT with any documents required to establish such compliance upon request; and

c. to register and participate and require agreement from subcontractors and subsubcontractors to register and participate in the federal work authorization program to verify the employment authorization of all new employees, or to employ only workers who supply the documents required pursuant to S.C. Code 8-14-20(B)(2).

13) SECTION 108: PROSECUTION OF THE RESURFACING WORK:

It is the County's intention that work on the roads in this contract be performed in a sequential manner. Once a construction activity (paving, shoulder work) has started on a road, the Contractor will continue this activity until it is complete before moving to another road. In the event the Contractor elects to use multiple crews on this project, work may proceed on more than one road, however in no case will construction activities be initiated on more roads than the number of work crews engaged in the work without the approval of the Project Engineer.

14) SECTION 108: PAVING OPERATIONS:

The asphalt overlay shall be applied in two separate and distinct operations, each operation representing about one-half of the roadway width and traffic shall be maintained continuously. Unless otherwise directed by the Engineer, paving operations shall be scheduled such that the longitudinal joint exposed to traffic shall not extend beyond the length of pavement placed in one normal days operation (or 3 miles, whichever is greater) before dropping back to bring the adjacent lane forward.

15) SECTION 108: CONTRACT TIME AND DETERMINATION AND EXTENSION OF CONTRACT

TIME: Completion Date for this contract shall be the date determined by commencing with the "Award of Contract" and adding 120 calendar days.

16) SECTION 108: FAILURE TO COMPLETE THE WORK ON TIME:

Paragraph 1 of Section 108.9 is hereby replaced with the following:

If the Contractor fails to substantially complete the work by the contract completion date, the Contractor is liable for liquidated damages. Liquidated damages will be **\$500.00** for each day beyond the contract completion date that work items are not completed. This includes the application of pavement markings and grassing. Days to be charged for liquidated damages will not stop due to seasonal restrictions.

17) SECTION 109: DRIVEWAYS

The mainline paving and majority of driveway tie-ins are intended to be performed in a single operation. A small portion of the driveway will need to be paved in order to avoid damage to the mainline edge of pavement. This will be accomplished by attempting to tie the driveways in within 4 to 6 feet of the edge of mainline pavement. All driveways will not fit this template and attention needs to be given to safety and drainage. Some drives will need to be paved beyond the 6 foot mark in order to tie to existing driveways or to provide safe access to the roadway and to prevent drainage or dragging issues. These instances will be closely evaluated and aprons shall be constructed as directed by the engineer. Permission from the property owners will be required when the driveway extends beyond the existing County ditch to ditch easement. GABC stone has been included in this contract for construction and maintenance of driveways and during construction.

18) SECTION 109: RETAINAGE

If the Contractor's progress is judged to be delinquent or portions of the work are defective, the Department reserves the right to withhold retainage. The total amount retained will be sufficient to cover anticipated liquidated damages and the cost to correct defective work.

19) SECTION 109: PROMPT PAYMENT CLAUSE:

See attached Supplemental Specification dated January 5, 2012.

20) SECTION 301: ROADWAY TYPICAL SECTION:

INVITATION TO BID FOR BID NO. 25-17/18 DIRT ROAD PAVING PROJECT- DISTRICT 1

Clearing and grubbing for the dirt road construction shall be performed only in selected areas to construct the roadway and clear ditches as needed. **All work performed for this project must remain within the existing ditch to ditch easement on each roadway.** Contractor is responsible for maintaining the centerline of the widened road based upon the existing ditch lines, survey stakes, and/or property pins (see attached area maps and property information). The roadway dimensions will be field identified by the engineer and will be constructed in accordance with standard construction specifications. Grading shall be completed by the Contractor to provide for maximum width of driving surface possible (20' maximum) within the ditch to ditch right of way and to include two (2) foot wide shoulders on each side of the roadway where possible. Roadway shoulders shall be graded to have adequate sheet flow into existing drainage ditches. Existing drainage ditches will be stabilized within the ditch to ditch right of way if necessary to provide adequate drainage from the roadway to the existing outfalls and ditches. Shoulder widths and pavement widths may vary slightly due to field conditions and impacts beyond the ditch to ditch right of way (upon approval by Field Engineer and property owners). The Florence County Public Works Director or designee will be the final authority on any shoulder or pavement variations. The contractor is responsible to replace/reset any property corner by a registered land surveyor that is lost or disturbed.

All grades shall remain about the same as currently exist. Ditches and back slopes shall have 2:1 slopes wherever possible. Roadway grade may need to be adjusted slightly to avoid utilities and/or existing crosslines, etc. On curves, the contractor shall remove crown section and super-elevate the road surface. Contractor shall provide the same number of existing driveways.

21) SECTION 305: GABC Stone:

GABC used on this project shall conform to the gradation requirements of Section 305, macadam base. Stone on this project is to be used for driveways, base stabilization, and/or transitions from paved treated surfaces to earth roadways.

22) SECTION 307: CEMENT MODIFIED EARTH BASE COURSE:

Section 307.4.5 of the SCDOT Standard Specifications for Cement Stabilized Earth Base Course compaction testing details are amended as follows:

Proof-roll compaction testing shall be the only necessary compaction test for the cement modified earth base course. Such testing shall be completed with a loaded tandem axle truck with at least 15 tons of material. A Florence County official or designee must be present to approve the material and witness testing. Any failures in the base shall be excavated and replaced with suitable material. Testing the cement application rate and depth of base course will still be necessary.

23) SECTION 400: HOT MIX ASPHALT QUALITY ASSURANCE:

Section 3.9 of SC-M-400 will not apply.

24) SECTION 400: ROADWAY PAVING:

The road base for the dirt road paving projects is to consist of six (6) inches of cement stabilized earth base course within the roadway width and built to SCDOT standard specifications Section 307. Contractor, however, shall make the following adjustments to those specifications:

A proof-roll compaction test will be required. The proof-roll shall be completed with a loaded tandem axle truck with at least 15 tons of material. A Florence County official or designee must be present to witness and approve the test. Any failures in the base course are to be excavated and replaced with suitable material.

Roadway paving for the dirt road paving projects is to consist of a maximum width possible within the ditch to ditch right of way (16' Minimum/20' Maximum).

Hot Mix Asphalt Surface Course Type C (200 #/SY) will be placed after the cement stabilized earth base course as a final riding surface. The hot mix asphalt surface course will be placed in accordance with Section 403 of the SCDOT Standard Specifications (including tack coat).

Section 406.4.1 restriction of surface treatment between the dates of October 15 and March 15 will be amended to only require the ambient temperature of 60 degrees or higher to be applied.

INVITATION TO BID FOR BID NO. 25-17/18 DIRT ROAD PAVING PROJECT- DISTRICT 1

The application of the asphalt surface treatment will be at the discretion of the Florence County Engineer.

25) SECTION 401: RATE OF APPLICATION:

The pounds per square yard specified are set up as an average rate of application. The Engineer may direct variations wherever conditions warrant.

26) SECTION 401: DRESSING OF SHOULDERS:

Prior to the placement of asphalt mixtures on existing roadways, the contractor will be required to remove all vegetation adjacent to the edge of pavement which impedes the placement of the asphalt mixture to the specified width. The contractor shall also remove and dispose of all excess asphalt which is disturbed during minor grading for widening or during removal of debris or grass from existing surface during preparation of surface for new lift. After the asphalt mixture has been placed, the contractor shall blade the disturbed material to the extent that the shoulder is left in a neat and presentable condition. All excess material shall be removed from the project. No direct payment shall be made for this work; all costs are to be included in the price of other items of work.

27) SECTION 401: TRANSPORTATION AND DELIVERY OF MIXES:

See attached Supplemental Specification dated July 1, 2010.

28) DIVISION 600: MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES:

The Contractor is advised that all work involving design or installation of traffic control devices, including but not limited to signs, pavement markings, elements of work zone traffic control, signals, etc., shall be in compliance with the FHWA's Manual on Uniform Traffic Control Devices (MUTCD), latest edition. The latest edition is defined as the edition that the Traffic Engineering Division of SCDOT recognizes as having been officially adopted (Engineering Directive, Memorandum 19) at the time the project is let, unless stated otherwise in the Special Provisions.

29) SECTION 600: TRAFFIC CONTROL:

The Contractor shall execute the item of Traffic Control as required by the Standard Specifications, the plans, the Standard Drawings For Road Construction, these special provisions, all supplemental specifications, the MUTCD, and the Engineer. This is an amendment to the Standard Specifications to require the following:

GENERAL REGULATIONS -

These special provisions shall have priority to the plans and comply with the requirements of the MUTCD and the standard specifications. Revisions to the traffic control plan through modifications of the special provisions and the plans shall require approval by the department. Final approval of any revisions to the traffic control plan shall be pending upon review by the Director of Traffic Engineering.

Install and utilize changeable message signs in all lane closures installed on high volume high-speed multilane roadways. Use of changeable message signs in lane closures installed on low volume low speed multilane roadways is optional unless otherwise directed by the plans and the Engineer. Install and use a changeable message sign within a lane closure set-up as directed by the Standard Drawings for Road Construction. When a lane closure is not present for any time to exceed 24 hours, remove the changeable message sign from the roadway. Place the sign in a predetermined area on the project site, as approved by the Engineer, where the sign is not visible to passing motorists. The preprogrammed messages utilized shall be in accordance with the Standard Drawings for Road Construction when used as part of the traffic control set-up for lane closures. Only those messages pertinent to the requirements of the traffic control situation and the traffic conditions are permitted for display on a changeable message sign at all times. At no time will the messages displayed on a changeable message sign duplicate the legends on the permanent construction signs.

During operation of changeable message signs, place the changeable message sign on the shoulder of the roadway no closer than 6 feet between the sign and the near edge of the

INVITATION TO BID FOR BID NO. 25-17/18 DIRT ROAD PAVING PROJECT- DISTRICT 1

adjacent travel lane. When the sign location is within 30' of the near edge of a travel lane open to traffic, supplement the sign location with no less than 5 portable plastic drums placed between the sign and the adjacent travel lane for delineation of the sign location. Install and maintain the drums no closer than 3 feet from the near edge of the adjacent travel lane. This requirement for delineation of the sign location shall apply during all times the sign location is within 30' of the near edge of a travel lane open to traffic, including times of operation and non-operation. Oversized cones are prohibited as a substitute for the portable plastic drums during this application.

All signs mounted on portable sign supports shall have a minimum mounting height of 5' from the ground to the bottom of the sign. All signs mounted on ground mounted u-channel posts shall have a minimum mounting height of 7' from the ground to the bottom of the sign. Temporary "Exit" signs (M1025-00) shall be located within each temporary gore during lane closures on multilane roadways. Mount these signs a minimum of 7' from the pavement surface to the bottom of the sign in accordance with the requirements of the MUTCD.

When covering signs with opaque materials, the Department prohibits attaching a covering material to the face of the sign with tape or a similar product or any method that will leave a residue on the retro reflective sheeting. Residue from tape or similar products, as well as many methods utilized to remove such residue, damages the effective reflectivity of the sign. Therefore, contact of tape or a similar product with the retro reflective sheeting will require replacement of the sign. Cost for replacement of a sign damaged by improper covering methods will be considered incidental to providing and maintaining the sign; no additional payment will be made.

Overlays are prohibited on all rigid construction signs. The legends and borders on all rigid construction signs shall be either reversed screened or direct applied.

Signs not illustrated on the typical traffic control standard drawings designated for permanent construction signs shall be considered temporary and shall be included in the lump sum price bid item for "Traffic Control" unless otherwise specified.

Install and maintain any necessary detour signing as specified by the typical traffic control standard drawings designated for detour signing, Part VI of the MUTCD, these Special Provisions, and the Engineer. The lump sum price bid item for "Traffic Control" includes payment for installation and maintenance of the detour signing.

The Contractor shall maintain the travel patterns as directed by the traffic control plans and shall execute construction schedules expeditiously. The Contractor shall provide the Resident Engineer with no less than a two-week prior notification of changes in traffic patterns.

During nighttime flagging operations, flaggers shall wear a safety vest and safety pants that comply with the requirements of ANSI / ISEA 107-2004 standard performance for Class 3 risk exposure or latest revisions and a fluorescent hard hat. The safety vest and the safety pants shall be retro reflectorized and the color of the background material of the safety vest and safety pants shall be fluorescent orange-red or fluorescent yellow-green.

During nighttime flagging operations, the contractor shall illuminate each flagger station with any combination of portable lights, standard electric lights, existing street lights, etc., that will provide a minimum illumination level of 108 Lx or 10 fc.

During nighttime flagging operations, supplement the array of advance warning signs with a changeable message sign for each approach. These changeable message signs are not required during daytime flagging operations. Install the changeable message signs 500' in advance of the advance warning sign arrays. Messages should be "Flagger Ahead" and "Prepare To Stop".

Upon completion of the final riding surface on each road, the Contractor will be allowed up to 3 working days to begin eliminating shoulder drop-offs greater than 2" and continue the work until these drop-offs are eliminated.

INVITATION TO BID FOR BID NO. 25-17/18 DIRT ROAD PAVING PROJECT- DISTRICT 1

During paving operations, the Department requires lane closures at all times where grade elevation differences and drop-offs greater than 2" exist adjacent to or between the travel lanes of a roadway opened to traffic, unless otherwise specified by these special provisions. Maintain lane closure restrictions at all times unless otherwise directed by these special provisions.

During surface planing and milling operations, the department requires lane closures at all times where grade elevation differences and drop-offs greater than 1" exist adjacent to or between the travel lanes of a roadway open to traffic, unless otherwise specified by these special provisions. If this grade elevation difference exceeds 1", mill the adjacent travel lanes or pave the milled travel lanes as necessary to eliminate these grade elevation differences before opening the travel lanes to traffic at these locations. Maintain lane closure restrictions at all times unless otherwise directed by these special provisions.

During the paving operations, the length of roadway with an acceptable grade elevation difference less than or equal to 2" shall not exceed 2 miles. During the surface planing operations, the length of roadway with an acceptable grade elevation difference less than or equal to 1" shall not exceed 2 miles.

LANE CLOSURE RESTRICTIONS -

The Contractor shall install all lane closures as directed by the 2007 Standard Specifications for Highway Construction, the Standard Drawings for Road Construction, these special provisions, the MUTCD, and the Engineer. The Contractor shall close the travel lanes of two-lane two-way roadways by installing flagging operations. The Contractor shall close the travel lanes of multilane roadways as directed by the typical traffic control standard drawings designated for lane closures on primary routes.

The Department prohibits lane closures on primary routes during any time of the day that traffic volumes exceed 800 vehicles per hour per direction. The Department reserves the right to suspend a lane closure if any resulting traffic backups are deemed excessive by the Engineer. Maintain all lane closure restrictions as directed by the plans, these special provisions, and the Engineer.

Flagging operations are considered to be lane closures for two-lane two-way operations and shall be subject to all restrictions for lane closures as specified by this contract.

Lane closures, including flagging operations, are restricted to maximum distances of 2 miles. Install all lane closures according to the typical traffic control standard drawings. On occasions when daytime lane closures must be extended into the nighttime hours, substitute the nighttime lane closure standards for the daytime lane closure standards.

The Department reserves the right to suspend a lane closure if any resulting traffic backups are deemed excessive by the Engineer. Maintain all lane closure restrictions as directed by the Standard Specifications, these special provisions, and the Engineer.

LANE CLOSURE RESTRICTIONS - (EXTENDED HOLIDAY PERIODS) –

The Department reserves the right to restrict the installation of lane closures on interstates and high volume primary routes when the presence of a lane closure will seriously hinder normal traffic flow during extended holiday periods. An extended holiday period is hereby defined as those days preceding and following the holiday that experience significant increases in the volume of traffic due to the holiday as determined by the Department. Also, the Department reserves the right to increase an extended holiday period if excessive traffic disruptions occur during those days prior to and after the established extended holiday period. Extended holiday periods include but are not limited to the week of Easter, the week of Thanksgiving, the weeks before and after the 4th of July, and the weeks before and after Christmas. The Department recommends the Contractor submit inquiries to the Engineer regarding specific days of an extended holiday period 90 days prior to the holiday. The Contractor should make these inquiries annually due to the progressive nature of the calendar.

The specific days and dates listed below are modifications to sub-section 601.1.3 of the 2007 Standard Specifications for Highway Construction and apply to this project.

INVITATION TO BID FOR BID NO. 25-17/18 DIRT ROAD PAVING PROJECT- DISTRICT 1

The District Engineering Administrator may reduce or extend the extended holiday lane closure prohibitions listed below as necessary.

EXTENDED HOLIDAY LANE CLOSURE PROHIBITIONS

<u>HOLIDAY</u>	<u>DURATION</u>
EASTER	10:00 AM SUNDAY PRIOR – 6:00 AM TUESDAY AFTER
JULY 4TH	NO LESS THAN 7 DAYS PRIOR – NO LESS THAN 7 DAYS AFTER (Specific Dates Per Engineer) (Recommend Contractor request specific dates 90 days prior)
THANKSGIVING	10:00 AM SUNDAY PRIOR – 6:00 AM TUESDAY AFTER
CHRISTMAS	NO LESS THAN 7 DAYS PRIOR – 6:00 AM JANUARY 3RD (Specific Dates Per Engineer) (Recommend Contractor request specific dates 90 days prior)

SHOULDER CLOSURE RESTRICTIONS -

On interstate highways, the Department prohibits the Contractor from conducting work within the limits of a paved shoulder or within 10' of the near edge of an adjacent travel lane under a shoulder closure. All work that may require the presence of personnel, tools, equipment, materials, vehicles, etc., within the limits of a paved shoulder or within 10' of the near edge of an adjacent travel lane shall be conducted under a lane closure.

On primary and secondary roadways, the Department prohibits the Contractor from conducting work within 1' or less of the near edge of an adjacent travel lane under a shoulder closure. All work that may require the presence of personnel, tools, equipment, materials, vehicles, etc., within 1' of the near edge of an adjacent travel lane shall be conducted under a lane closure.

The Contractor shall install all shoulder closures as directed by the typical traffic control standard drawings, "Traffic Control--Drawing No. 610-205-00" through "Traffic Control--Drawing No. 610-330-00" and the Engineer. Substitution of the portable plastic drums with oversized cones during nighttime shoulder closures is PROHIBITED.

GUARDRAIL REPLACEMENT -

The Contractor shall replace any length of guardrail removed within 48 hours of the removal or within the same working day if the guardrail is at a bridge location where bridge piers or a similar type of hazard is present. The area subject to the requirement for replacement in the same working day shall be from a point 100' in advance of the first bridge pier on the approach to the bridge location to a point 10' beyond the last pier at the same location.

The guardrail replacement operations are subject to all lane closure and shoulder closure restrictions.

The Contractor may remove more guardrail than can be replaced in the same day unless the guardrail is in place to provide protection for bridge piers. Upon removal of the guardrail, the Contractor shall maintain no less than a shoulder closure in place at each guardrail replacement location until the guardrail replacement operation is completed for that location.

The Contractor shall install and maintain lane closures or shoulder closures as necessary until the removed guardrail is replaced. If the Contractor is unable to conduct the guardrail replacement operation under a shoulder closure within the requirements of these special provisions, the Contractor shall replace the shoulder closure with a lane closure prior to beginning the work. However, all lane closure and shoulder closure restrictions shall be maintained.

TYPICAL TRAFFIC CONTROL STANDARD DRAWINGS –

The typical traffic control standard drawings of the "Standard Drawings for Road Construction", although compliant with the MUTCD, shall take precedence over the MUTCD. The typical traffic control standard drawings of the "Standard Drawings for Road Construction" shall apply to all projects let to contract.

**INVITATION TO BID FOR BID NO. 25-17/18 DIRT ROAD PAVING PROJECT-
DISTRICT 1**

Install the permanent construction signs as shown on the typical traffic control standard drawings designated for permanent construction signing.

ADDENDUMS

Traffic Control Pay Items

(Addendums to the “2007 Standard Specifications for Highway Construction”)

(A) Trailer-Mounted Changeable Message Signs –

Sub-section 606.5 Measurement (paragraph 2) –

Trailer-mounted changeable message signs are included in the lump sum item for Traffic Control in accordance with **Subsections 107.12** and **601.5** of the “2007 Standard Specifications for Highway Construction”. No separate measurement will be made for trailer-mounted changeable message signs unless the contract includes a specific pay item for trailer-mounted changeable message signs.

The Contractor shall provide, install, operate, and maintain the trailer-mounted changeable message sign per traffic control set-up as directed by the Plans, the “Standard Drawings for Road Construction”, these Special Provisions, the Specifications, and the Engineer.

Sub-section 606.6 Payment (paragraph 2) –

In addition to Subsections 107.12 and 601.6, the payment for Traffic Control is full compensation for providing, installing, removing, relocating, operating, and maintaining trailer mounted advance warning arrow panels and trailer-mounted changeable message signs as specified or directed and includes providing the units’ primary power source; repairing or replacing damaged or malfunctioning units within the specified time; providing traffic control necessary for installing, operating, and maintaining the units; and all other materials, labor, hardware, equipment, tools, supplies, transportation, incidentals, and any miscellaneous items necessary to fulfill the requirements of the pay item in accordance with the Plans, the Specifications, and other items of the Contract.

Sub-section 606.6 Payment (paragraph 3) –

Disregard this paragraph unless the Contract includes a specific pay item for trailer-mounted changeable message signs.

(B) Construction –

Sub-section 601.4.2 Construction Vehicles (paragraph 2) -

When working within the rights-of-way of access-controlled roadways such as Interstate highways, the Contractor’s vehicles may only change direction of travel at interchanges. These vehicles are prohibited from crossing the roadway from right side to median or vice versa. Use a flagger to control the Contractor’s vehicles when these vehicles attempt to enter the roadway from a closed lane or the median area. Ensure that the flagger does not stop traffic, cause traffic to change lanes, or affect traffic in any manner. The Contractor’s vehicles may not disrupt the normal flow of traffic or enter the travel lane of the roadway until a sufficient gap is present.

The Contractor shall have flaggers available to control all construction vehicles entering or crossing the travel lanes of secondary and primary routes. The RCE shall determine the necessity of these flaggers for control of these construction vehicles. The RCE shall consider sight distance, vertical and horizontal curves of the roadway, prevailing speeds of traffic, frequency of construction vehicles entering or crossing the roadway, and other site conditions that may impact the safety of the workers and motorists when determining the necessity of these flaggers. Ensure that these flaggers do not stop traffic, cause traffic to change lanes, or affect traffic in any manner. The Contractor’s vehicles may not disrupt the normal flow of traffic or enter the travel lane of the roadway until a sufficient gap is present.

(C) Category I Traffic Control Devices –

**INVITATION TO BID FOR BID NO. 25-17/18 DIRT ROAD PAVING PROJECT-
DISTRICT 1**

*** (Effective on all projects let to contract after May 1, 2010) ***

Sub-section 603.2.2 Oversized Traffic Cones (paragraph 6) -

Reflectorize each oversized traffic cone with 4 retro reflective bands: 2 orange and 2 white retro reflective bands. Alternate the orange and white retro reflective bands, with the top band always being orange. Make each retro reflective band not less than 6 inches wide. Utilize Type III – Microprismatic retro reflective sheeting for retroreflectorization on all projects let to contract after May 1, 2010 unless otherwise specified. Separate each retro reflective band with not more than a 2-inch non-reflectorized area. Do not splice the retro reflective sheeting to create the 6-inch retro reflective bands. Apply the retro reflective sheeting directly to the cone surface. Do not apply the retro reflective sheeting over a pre-existing layer of retro reflective sheeting.

Sub-section 603.2.3 Portable Plastic Drums (paragraph 3) -

Reflectorize each drum with Type III – Microprismatic retro reflective sheeting: 2 orange and 2 white retro reflective bands, 6 inches wide on all projects let to contract after May 1, 2010 unless otherwise specified. Alternate the orange and white retro reflective bands with the top band always being orange. Ensure that any non-reflectorized area between the orange and white retro reflective bands does not exceed 2 inches. Do not splice the retro reflective sheeting to create the 6-inch retro reflective bands. Apply the retro reflective sheeting directly to the drum surface. Do not apply the retro reflective sheeting over a pre-existing layer of retro reflective sheeting.

(D) Truck-Mounted Attenuator –

Sub-section 605.4.2.2 Truck-Mounted Attenuators (paragraph 6) –

Attach each truck-mounted attenuator to the rear of a truck with a minimum gross vehicular weight (GVM) of 15,000 pounds (actual weight). If the addition of supplemental weight to the vehicle as ballast is necessary, contain the material within a structure constructed of steel. Construct this steel structure to have a minimum of four sides and a bottom. A top is optional. Bolt this structure to the frame of the truck. Utilize a sufficient number of fasteners for attachment of the steel structure to the frame of the truck to ensure the structure will not part from the frame of the truck during an impact upon the attached truck mounted attenuator. Utilize either dry loose sand or steel reinforced concrete for ballast material within the steel structure to achieve the necessary weight. The ballast material shall remain contained within the confines of the steel structure and shall not protrude from the steel structure in any manner.

(E) Flagging Operations –

Sub-section 610.4.1.1 Flagging Operations (paragraph 1) –

Use a flagging operation to control the flow of traffic when two opposing directions of traffic must share a common travel lane. A flagging operation may be necessary during a lane closure on a two-lane two-way roadway, an intermittent ramp closure or an intermittent encroachment of equipment onto a portion of the roadway. Utilize flagging operations to direct traffic around work activities and maintain continuous traffic flow at reduced speeds when determined to be appropriate by the RCE. As stated above, flagging operations shall direct traffic around the work activities and maintain continuous traffic flow; therefore, stopped traffic shall not be required to stop for time durations greater than those listed below unless otherwise directed by the RCE.

LENGTH OF CLOSURE MAXIMUM TIME DURATION FOR STOPPED TRAFFIC

1 MILE or LESS	5 Minutes
1 to 2 MILES	7 ½ Minutes

If the work activities require traffic to be stopped for periods greater than 5 to 7 ½ minutes as stated above, consider alternate work methods, conducting work activities during times of lowest traffic volumes such as during the hours of darkness or complete road closure with detour installation.

PERMANENT CONSTRUCTION SIGNS -

Install the permanent construction signs as shown on the typical traffic control standard drawing, A Typical I Traffic Control--Drawing No. 605-010-02" as follows:

**INVITATION TO BID FOR BID NO. 25-17/18 DIRT ROAD PAVING PROJECT-
DISTRICT 1**

<u>S. Acline St.</u>		<u>W. O'Shay Rd</u>		<u>Frierson Rd</u>	
<u>SCHEME E:</u>		<u>SCHEME E</u>		<u>SCHEME E</u>	
WB Fairview St.	24 SQFT	NB Matthews Rd	24 SQFT	EB Camp Branch Rd	24 SQFT
EB Graham Rd	24 SQFT	SB Matthews Rd	24 SQFT	WB Camp Branch Rd	24 SQFT
WB Graham Rd	24 SQFT	<u>WB W Oshay Rd</u>	<u>24 SQFT</u>	Total	48 SQFT
<u>WB Bill Clinton St</u>	<u>24 SQFT</u>	Total	72 SQFT		
Total	96 SQFT				

Pay Items

Payment for Traffic Control does not include payment for permanent construction signs. Separate payment shall be made for this item. Measurement and payment for this item shall be as follows:

PERMANENT CONSTRUCTION SIGNS -

This item consists of the signs that are erected at the termini of the project before any work begins and remain in place until the project is completed except in a case of contiguous projects; all other signs shall be considered temporary.

Each sign assembly consisting of construction signs designated by WC20 as the first designator shall be supplemented with orange flags and lights as necessary. The sign assemblies shall be supplemented with two orange flags (18 inches by 18 inches) at all times. These sign assemblies shall be supplemented with Type AA@ low intensity flashing warning lights as well on projects that require construction activities, lane closures, and/or modifications of existing traffic patterns during the hours of darkness and/or where required by the Plans.

Method of Measurement:

The signs, erected on suitable supports, will be measured by the actual square feet of panel installed. No deduction will be made for corner radii.

Basis of Payment:

Payment for signs measured per square foot shall be full compensation for fabrication of the sign panel with proper sheeting and legend, erection on galvanized 3 lb. U-Section posts per departmental specifications, furnishing of all mounting hardware, handling, and maintenance until project is completed.

30) SECTION 610: WORK ZONE CONTROL PROCEDURES:

The first sentence of Section 610.3 of the 2007 Standard Specifications is hereby revised to:

“Ensure that background color of personal protective apparel is either fluorescent Yellow-Green or fluorescent Orange-Red, and meets ANSI Standard 107-2004 National Standard for High Visibility Apparel Class 2 (or Class 3 as necessary) Performance Criteria, or latest edition.”

Note #12 of Standard Drawing 610-005-00 is hereby revised to:

“During nighttime flagging operations, flaggers shall wear a Safety Vest and Safety Pants meeting ANSI Standard 107-2004 National Standard for High Visibility Apparel Class 3 Performance Criteria, or Latest Edition, and a Hardhat. The color of the apparel background material shall be either fluorescent Yellow-Green or fluorescent Orange-Red.”

31) SECTION 714: DRAINAGE PIPES:

All existing driveway pipes will be replaced with Class III reinforced concrete pipe. All pipe installations will be backfilled with native material, compacted in lifts, and pass a proof-roll test for approval. Installation shall match existing grade as closely as possible. The contractor shall provide adequate notice to the owners of his schedule for driveway improvements and for how long access to the driveway may be closed. The contractor will replace all crosslines with the

INVITATION TO BID FOR BID NO. 25-17/18 DIRT ROAD PAVING PROJECT- DISTRICT 1

same sized reinforced concrete pipe at the same grade, location, and elevation of the existing crosslines (unless instructed otherwise by the Engineer). Riprap shall be placed at both ends of the each driveway and crossline pipe (but not within the existing ditch at the locations where permit requirements are indicated in the plans).

32) SECTION 810: CO-PERMITTEE AGREEMENT & CONTRACTOR CERTIFICATION:

See attached Co-Permittee Agreement & Contractor Certification Form. In accordance with the NPDES General Permit (effective September 1, 2006), all Contractors and Sub-contractors must sign the Co-Permittee Agreement or the Contractor Certification, based on work being performed, prior to beginning work. Section 1 of the form must be signed by all Contractors and Sub-contractors performing land disturbing activities. This applies to all clearing and grubbing, grading operations, drainage installation, curb and gutter, sidewalk, bridge construction, culvert construction, erosion control, seeding, utilities, etc. Section 2 must be signed by all Contractors and Sub-contractors performing non-land disturbing activities. A Contractor or Sub-contractor that has not signed the agreement will not be permitted to perform work on this project. No additional compensation will be made in association with this agreement.

33) SECTION 815: EROSION CONTROL MEASURES:

See attached Supplemental Specification dated January 1, 2009.

34) EXISTING STRUCTURES/MATERIALS:

The Contractor shall be solely responsible for the removal and disposal of any and all excess material while completing the work on this contract. Such materials include, but are not limited to clearing old debris, pipe, trees, vegetation, and excess soil material (shoulder grading). Contractor shall contact property owners and relocate any items within the maintenance easement (fencing, landscaping, etc.) to the edge of the easement. All existing mailboxes shall be relocated by the Contractor and installed in accordance with United States Postal Service specifications.

35) EMERGENCY CONTACT:

The Contractor shall furnish the County Engineer with the name and phone number of a person who can be contacted 24 hours a day in case of an emergency. This person may be called to go to the job site to reestablish erosion control measures, clean sediment basins, catch basins or dry wells if necessary.

36) PERMITS AND LICENSES:

It is the responsibility of the Contractor to obtain any licenses and/or permits required to complete the work in this contract. No additional compensation will be due to the Contractor for this work, or for any delays due to acquisition of the permits and/or licenses.

INVITATION TO BID FOR BID NO. 25-17/18 DIRT ROAD PAVING PROJECT- DISTRICT 1

SUPPLEMENTAL SPECIFICATION

May 4, 2009

ERRATA TO 2007 STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION

Make the changes listed below to correct errata in the SDCOT *2007 Standard Specifications for Highway Construction*:

DIVISION 100 GENERAL PROVISIONS

SECTION 101 DEFINITIONS AND TERMS

Subsection 101.2 Abbreviations and Acronyms

Amend the table of **SCDOT OFFICIALS AND OFFICES** as follows:

DELETIONS		REPLACEMENTS	
BDE*	Bridge Design Engineer	PSE*	Preconstruction Support Engineer
BDGE*	Bridge Design Geotechnical Engineer	GDSE*	Geotechnical Design Support Engineer
SHE*	State Highway Engineer	DSE*	Deputy Secretary for Engineering

*Wherever it appears in the text, replace the deleted abbreviation with the new abbreviation.

SECTION 102 BIDDING REQUIREMENTS AND CONDITIONS

Subsection 102.8 Irregular Bids

Paragraph 2, item E, first sentence; delete the word "the" after the word "When".

SECTION 105 CONTROL OF WORK

Subsection 105.6 Cooperation with Utilities

Paragraph 1, last sentence; change the word "THE" to "the".

DIVISION 200 EARTHWORK

SECTION 202 REMOVAL OF STRUCTURES AND OBSTRUCTIONS

Subsection 202.5 Measurement

Paragraph 5, second bullet; change the words "Brick sidewalk" to "Concrete, brick or stone sidewalks".

SECTION 204 STRUCTURE EXCAVATION

Subsection 204.2.1.2 Structure Excavation for Culverts

Paragraph 1, at the end of the first sentence; change "**Subsection 204.4**" to "**Subsection 204.5**".

DIVISION 400 ASPHALT PAVEMENTS

SECTION 401 HOT MIXED ASPHALT (HMA) PAVEMENT

Subsection 401.2.1.2 Liquid Anti-Stripping Agent

Paragraph 1, first sentence; delete the period at the end of the sentence and add "and SC-M-406."

Subsection 401.2.5 Material for Full Depth Patching

**INVITATION TO BID FOR BID NO. 25-17/18 DIRT ROAD PAVING PROJECT-
DISTRICT 1**

Paragraph 1, delete and replace with the following:

"Use an approved SCDOT Intermediate Type C mix for all Full Depth Patching."

Subsection 401.5 Measurement

After paragraph 10, add the following paragraph:

- 11 The measurement of Prime Coat is the number of gallons of asphalt material applied to the completed and accepted base course.

Subsection 401.6 Payment

After paragraph 12, add the following paragraph:

- 13 "The payment for Prime Coat is at the contract unit price for Prime Coat and includes compensation for all labor, equipment, tools, maintenance, and incidentals necessary to complete that work."

Subsection 401.6 Payment

Paragraph 13, **Table of Pay Items**

Change paragraph reference number "13" to "14" and add the following Pay Item:

Item No.	Pay Item	Unit
4010005	Prime Coat	GAL

SECTION 403 HMA SURFACE COURSE

Subsection 403.5 Measurement

Paragraph 1, first sentence; change "HMA Intermediate Course" to "HMA Surface Course".

Subsection 403.6 Payment

Paragraph 1, first sentence; change "HMA Intermediate Course" to "HMA Surface Course".

SECTION 407 ASPHALT SURFACE TREATMENT – DOUBLE TREATMENT

Subsection 407.5 Measurement

Paragraph 1, first sentence; add the word "is" after "(Double Treatment Type (1, 2, 3, 4, or 5))".

SECTION 408 ASPHALT SURFACE TREATMENT – TRIPLE TREATMENT

Subsection 408.5 Measurement

Paragraph 1, first sentence; add the word "is" after "(Triple Treatment Type (1 or 2))".

DIVISION 600 MAINTENANCE AND TRAFFIC CONTROL

**SECTION 625 PERMANENT PAVEMENT MARKINGS
FAST DRY WATERBOURNE PAINT**

Subsection 625.2.2.4.11 Lead Content

Paragraph 1, first sentence; change 6% to 0.06%.

SECTION 627 THERMOPLASTIC PAVEMENT MARKINGS

Subsection 627.4.10 Inspection and Acceptance of Work

Paragraph 2, first sentence; change "period of 90 days" to "period of 180 days".

Subsection 627.4.10 Inspection and Acceptance of Work

Paragraph 2, second sentence; change "90-day observation period" to "180-day observation period".

Subsection 627.4.10 Inspection and Acceptance of Work

Paragraph 3, first sentence; change "90-day period" to "180-day period".

INVITATION TO BID FOR BID NO. 25-17/18 DIRT ROAD PAVING PROJECT- DISTRICT 1

DIVISION 700 STRUCTURES

SECTION 709 STRUCTURAL STEEL

Subsection 709.4.3.5.2 Submittals and Notification

Paragraph 1, delete the last two sentences and replace them with, "The Department's review and acceptance are required before any field welding will be permitted."

Subsection 709.6.3 Pay Items (page 650)

Subsection heading number; change subsection heading number from "709.6.3" to "709.6.4".

SECTION 712 DRILLED SHAFTS AND DRILLED PILE FOUNDATIONS

Subsection 712.4.4 Dry Construction Method

Paragraph 2, last sentence in A; change "*Drilled Shaft Report*" to "*Drilled Shaft Log*".

Subsection 712.4.10.4 Excavation Cleanliness

Paragraph 1, last sentence; change "*Drilled Shaft Report*" to "*Drilled Shaft Log*".

Subsection 712.4.10.6 Shaft Load Test

Change first paragraph reference number from "2" to "1".

Subsection 712.6.10 Drilled Pile Set-Up

Insert paragraph reference number "1" to the left of the first paragraph.

SECTION 723 DECK JOINT STRIP SEAL

Subsection 723.1 Description

Insert paragraph reference number "3" to the left of the third paragraph.

SECTION 726 BRIDGE DECK REHABILITATION

Subsection 726.4.1 General

Insert paragraph reference number "1" to the left of the first paragraph.

Subsection 723.4.6 Full Depth Patching (page 790)

Subsection heading number; change subsection heading number from "723.4.6" to "726.4.6"

SECTION 727 CROSSHOLE SONIC LOGGING OF DRILLED SHAFT FOUNDATIONS

Subsection 726.6 Payment (page 807)

Subsection heading number; change subsection heading number from "726.6" to "727.6"

DIVISION 800 INCIDENTAL CONSTRUCTION

SECTION 805 GUARDRAIL

Subsection 805.5 Measurement

Paragraph 4; amend as follows:

"The quantity for the pay item 8053000 Additional Length Guardrail Post is the length of required post installed in excess of the standard length post based on the system being installed, measured by the linear foot (LF), complete, and accepted."

SECTION 815 EROSION CONTROL

Subsection 815.1 Description

Paragraph 1, first sentence; change "temporary flexible pipe" to "temporary pipe".

Subsection 815.5 Measurement

INVITATION TO BID FOR BID NO. 25-17/18 DIRT ROAD PAVING PROJECT- DISTRICT 1

Paragraph 13; delete the first sentence and replace it with the following sentence:
"The quantity for Temporary Pipe Slope Drains is measured and paid for in accordance with **Subsections 803.5** and **803.6** respectively."

Subsection 815.5 Measurement

Delete paragraph 19.

Subsection 815.6 Payment

After paragraph 15, add the following paragraph:

- 16 Payment for Removal of Silt Retained by Silt Fence is full compensation for removing and disposing of sediment deposits accumulated by silt fences as specified or directed and includes all 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.

Subsection 815.6 Payment

Change original paragraph number "16" to "17".

Subsection 815.6 Payment

Pay Item table; change the Unit for Item No. 8156214 to "EA".

INDEX:

Amend as follows:

Page I-3, after "Bridge Deck Rehabilitation, measurement and payment:"
Delete page 807.

Page I-12, after "Letting:"
Replace page 19 with page 9.

Page I-13, after "Overhead Sign Structure:"
Replace page 488 with page 495.

Page I-15, after "Proof Rolling:"
Delete page 98.

Page I-18, after "Structural Steel, turned and ribbed bolts:"
Replace page 624 with page 625.

Page I-19, after "Waterproofing, bridge deck:"
Delete page 907.

Page I-20, after "Working Drawings:"
Replace page 543 with page 779.

**INVITATION TO BID FOR BID NO. 25-17/18 DIRT ROAD PAVING PROJECT-
DISTRICT 1**

SUPPLEMENTAL SPECIFICATION

June 13, 1990

**APPLICATION OF DAVIS-BACON AND RELATED ACTS TO INDEPENDENT TRUCK
DRIVERS AND MISCELLANEOUS CONSTRUCTION ACTIVITIES**

The Davis-Bacon and Related Acts apply when:

- 1) A Contractor or Subcontractor hires a trucking firm or fleet of trucks to haul materials from a plant, pit, or quarry, which has been established specifically to serve (or nearly so) a particular project or projects covered by Davis-Bacon and Related Acts.
- 2) A Contractor or Subcontractor hires a trucking firm or fleet of trucks to haul material from a non- commercial stockpile or non-commercial storage site outside the limits of the project to the project site.
- 3) A Contractor or Subcontractor hires a trucking firm or fleet of trucks to haul excavated materials away from a Davis-Bacon covered project.
- 4) A contractor or Subcontractor rents or leases equipment with an operator to perform work as called for under a Davis-Bacon construction contract.
- 5) A common carrier is used for the transportation of materials from an exclusive material supply facility to fulfill the specific need of a construction contract.

The fleet owner is not considered a Subcontractor with regard to the 70% subcontracting limitations and would not have to be approved as a Subcontractor. However, payrolls must be submitted by truck fleet owner covering the truck drivers, and all requirements such as predetermined wages, overtime, etc., are applicable. Legitimate owner-operators (truck owner driving his own truck) must appear on the payroll by name and notation "truck Owner Operator" with no hours, etc. shown.

The Davis-Bacon and Related Acts do not apply when:

- 1) A Contractor or Subcontractor hires a trucking firm or fleet of trucks to haul materials from a commercial plant, pit, or quarry which had previously been established for commercial use and regularly sell materials to the general public.
- 2) A Contractor or Subcontractor hires a trucking firm or fleet of trucks to haul materials from an established commercial plant, pit, or quarry to a stockpile outside the limits of the project.
- 3) Bona fide owner-operators of trucks, who are independent contractors, use their own equipment to haul materials to or from or on a Davis-Bacon covered project. (One man-One truck)

The fleet owner is not considered a Subcontractor with regard to the 70% subcontracting limitation and would not have to be approved as a Subcontractor.

**INVITATION TO BID FOR BID NO. 25-17/18 DIRT ROAD PAVING PROJECT-
DISTRICT 1**

SUPPLEMENTAL SPECIFICATION

January 5, 2012

PROMPT PAYMENT CLAUSE

(1) Subject to the provisions on retainage provided in Paragraph (2) below, when a subcontractor has satisfactorily performed a work item of the subcontract, the Contractor must pay the subcontractor for the work item within seven (7) calendar days of the Contractor's receipt of payment from SCDOT. A subcontractor shall be considered to have "satisfactorily performed a work item of the subcontract" when the SCDOT pays the Contractor for that work item.

(2) The Contractor may withhold as retainage up to five (5%) percent of a subcontractor's payment until satisfactory completion of all work items of the subcontract. "Satisfactory completion of all work items of the subcontract" shall mean when the SCDOT accepts the last work item of the subcontract. The Contractor must release to the subcontractor any retainage withheld within seven (7) calendar days from the date the Contractor receives payment from SCDOT for the last work item of the subcontract or within seven (7) days from SCDOT's acceptance of the last work item of the subcontract, whichever is the latest to occur. However, upon documentation of good cause provided by the contractor and written concurrence by the Director of Construction, the Contractor may continue to withhold the 5% retainage.

(3) Prior to receiving payment of each monthly estimate, the Contractor shall certify to SCDOT that the construction estimate is complete and that all subcontractors have been paid for work covered by previous estimates, in accordance with sections 1 and 2.

(4) Failure to comply with any of the above provisions shall result in one or more of the following sanctions: (1) no further payments to the Contractor unless and until compliance is achieved; (2) the Contractor being placed in default; and/or (3) the Contractor being declared delinquent, such delinquency being subject to procedures and penalties provided in 108.08 of the Standard Specifications.

INVITATION TO BID FOR BID NO. 25-17/18 DIRT ROAD PAVING PROJECT- DISTRICT 1

SUPPLEMENTAL SPECIFICATION

July 1, 2010

Subsection 401.4.17, Transportation and Delivery of Mixes, of the Standard Specification will be deleted in its entirety and replaced with the following:

Transport the HMA from the plant to the point of use in vehicles meeting the requirements of Subsection 401.3.7. Do not permit any load of HMA to leave the plant so late in the day that it cannot be spread, finished, and compacted during daylight of that same day unless an approved artificial lighting system is provided. Ensure that HMA mixtures containing the asphalt binder grades below are produced and delivered to the jobsite within the acceptance range listed in the table below with exception that Base C and D mixtures will be produced and delivered at a temperature range of 240°-275° F. The mix temperatures will be checked using SC-T-84. Ensure the HMA mixtures are held within the acceptance range based on Binder Performance Grade in the Job Mix Formula. Deliver mixture within the acceptance range for temperature to assist in obtaining density requirements which provide smooth riding pavements with uniform texture.

<u>Binder Performance Grade</u>	<u>Acceptance Range (°F)</u>
PG 64-22	265°-325°
PG 70-22	285°-335°
PG 76-22	300°-350°

Note: This temperature specification does not apply to WMA (SC-M-408). Refer to the HMA Contractor's QC Plan for mix acceptance range based on selected asphalt plant WMA technologies.

INVITATION TO BID FOR BID NO. 25-17/18 DIRT ROAD PAVING PROJECT- DISTRICT 1

SUPPLEMENTAL SPECIFICATION

January 1, 2009

EROSION CONTROL MEASURES

In addition to the erosion control measures specified in the Plans, Standard Specifications, Supplemental Technical Specifications and the Special Provisions, the Contractor is advised that all land disturbing activities (clearing and grubbing, excavation, borrow and fill) are subject to the requirements set forth in the following permits and regulations:

- South Carolina Code of Regulations 63-380, Standard Plan for Erosion, Sediment, and Stormwater Runoff Control. The regulation may be viewed at the following Internet web address:

<http://www.scstatehouse.net/coderegs/c063.htm>

- Erosion and Sediment Reduction Act of 1983 (Title 48, Chapter 18 of the South Carolina Code of Laws of 1983, as amended). Section 70 of this code authorized the South Carolina Department of Health and Environmental Control (SCDHEC) to administer this regulation with respect to lands under the jurisdiction of the South Carolina Department of Transportation. The code may be viewed at the following Internet web address:

<http://www.scstatehouse.net/code/t48c018.htm>

- National Pollutant Discharge Elimination System (NPDES) General Permit Number SCR100000, effective September 1, 2006: The Environmental Protection Agency, in accordance with the Federal Clean Water Act, has granted to the South Carolina Department of Health and Environmental Control (SCDHEC) the authority to administer the Federal NPDES permit program in the State of South Carolina. The permit may be viewed at the following Internet web address:

<http://www.scdhec.net/environment/water/docs/finalcgp.pdf>

In accordance with the NPDES General Permit, sign a Co-Permittee Agreement and Contractor Certification statement (shown in Part 3.2D of the General Permit) and require all subcontractors performing land-disturbing activities to sign a Co-Permittee Agreement and Contractor Certification statement as part of their subcontract. These certifications are incorporated into the proposal form for the Contract. By signing either form, the Contractor acknowledges that upon award and execution of the Contract, he/she accepts/ understands the terms and conditions of the *Storm Water Pollution Prevention Plan (SWPPP)* as required by the NPDES General Permit and may be legally accountable to SCDHEC for compliance with the terms and conditions of the *SWPPP*. In addition, the Contractor certifies that the NPDES certification statement and/or co-permittee status is made part of all its subcontracts.

The COUNTY will complete and forward a *Notice of Intent (NOI)* to SCDHEC. If SCDHEC does not send a letter within 10 business days of receipt of the *NOI*, authorizing coverage, denying coverage, or advising that a review of the *CECP* will take place, coverage will be automatically granted.

Prepare and submit a *Contractor's Erosion Control Plan (CECP)* to the RCE before the pre-construction conference. Ensure that the plan meets the requirements of the NPDES General Permit. The plan will be reviewed and approved by the Department before commencing any land disturbing activities.

At the pre-construction conference, with all contactors and subcontractors performing land-disturbing will be explained and discussed so that each contractor and subcontractor is made aware of their responsibilities in the *CECP*.

Once approved, fully implement the *CECP*. Coordinate the prompt installation of erosion control devices with construction activities to maintain compliance with the above regulations and NPDES General Permit.

INVITATION TO BID FOR BID NO. 25-17/18 DIRT ROAD PAVING PROJECT – DISTRICT 1

Conduct an Erosion and Sediment Control Inspection by an appointed Certified Erosion Prevention and Sediment Control Inspector (CEPSCI) from the Contractor and the Department at least every 7-calendar days. Both parties will acknowledge participation in the inspection by signing the inspection report and include their inspector's CEPSCI number on the report. Correct deficiencies noted during these inspections within the assigned priority period. If deficiencies are not corrected within this timeframe, the RCE will stop all work (except erosion and sediment control measures) until the deficiencies are corrected.

Give special attention to critical areas within the project limits (i.e., running streams, water bodies, wetlands, etc.). In these areas, the RCE may direct the Contractor to undertake immediate corrective action, but in no case allow these deficiencies to remain unresolved more than 7 days or 48 hours in accordance with their assigned priority after being identified during the Erosion and Sediment Control Inspection.

Closely follow the grading operations with the seeding operations. Shape and prepare the slopes for seeding as the grading progresses. Unless the RCE grants prior written approval, limit the amount of surface area exposed by land disturbing activities to 750,000 square feet. Commence seeding operations within 7 days following completion of construction activities within an area.

Initiate stabilization measures within 7 days for an area where construction activities will be temporarily or permanently ceased for 21 days or longer.

Coordinate the installation of all other permanent erosion control items with the grading and seeding operations. These items include, but are not limited to, asphalt gutter and riprap. Construct gutter work before or promptly after the seeding is performed. Place riprap at the ends of pipe immediately after the pipe is laid and promptly install riprap ditch checks after ditch work has been performed.

Failure to adequately comply with the provisions as detailed above or any other required erosion control measures will result in stoppage of all contract operations (except erosion and sediment control measures) until corrective action has been taken. Additional sanctions may be invoked by the SCDHEC in accordance with their authority.

Keep the following documents at the RCE's office from the start of construction until the site is finally stabilized:

- Copy of the *CECP*,
- Copies of all the co-permittee agreements and Contractor certification statements,
- Copy of the permit,
- Letter from DHEC authorizing permit coverage if provided by DHEC, and
- A marked-up set of site plans.

When uniform perennial vegetation achieves a cover density of 70%, submit a *Notice of Termination (NOT)* to SCDHEC to terminate coverage. Include a signed statement with the *NOT* certifying that all work on the site has been completed in accordance with the *SWPPP* and the NPDES General Permit for all sites one acre or greater.

Fines assessed on the Department by SCDHEC as the result of the Contractor's non-compliance or violation of said permit provisions will be paid by the Department and will subsequently be deducted from any monies due or that may become due to the Contractor. In case no monies are due or available, the fines occurred will be charged against the Contractor's Surety.

MINIMUM MANDATORY REQUIREMENTS

**INVITATION TO BID FOR BID NO. 25-17/18 DIRT ROAD PAVING PROJECT –
DISTRICT 1**

The following minimum mandatory requirements shall be met and documented:

1. In business for at least the past five (5) years under the current business name without declaring bankruptcy. A letter on company letterhead declaring that the company has been in business for five (5) years + and has not declared bankruptcy can be included with the bid form in lieu of a bid bond. (Include with bid).
2. A minimum of three (3) similar project references with contact names and contact information that are past customers within the last two (2) years. Provide a brief project description, project budget, start and completion dates, and contact information. (Include with bid).
3. Copy of Worker's Compensation and General Liability Insurance with Florence listed as additional insured supplied to the Procurement Office prior to contract execution or commencement of any work. (Must be provided prior to execution of a contract).
4. The successful vendor must be able to meet all Federal, State, and local regulations required for this project. To be acceptable to the Owner, bidders must be skilled and/or licensed, if applicable, in the class of work on which they respond, and no bid will be considered from any bidder who is unable to show that he has actually performed considerable work of similar character to that on which he is bidding.

**INVITATION TO BID FOR BID NO. 25-17/18 DIRT ROAD PAVING PROJECT –
DISTRICT 1**

INSTRUCTIONS TO BIDDERS

1) TAXES:

- a) Florence County pays SC Sales Taxes in the amount of 8%. **INCLUDE SC SALES TAX WITH YOUR BID.**

2) NON-RESIDENT TAXPAYER REGISTRATION AFFIDAVIT Nonresident proposers receiving income from business conducted in South Carolina are required to pay taxes to the state on that income. To facilitate this requirement, a nonresident proposer must register with the South Carolina Secretary of State or the South Carolina Department of Revenue. In compliance with South Carolina Code Section 12-8-540 and 12-8-550, a proposer located outside of South Carolina that receives a contract from the County, must furnish Form 1-312 (Rev.10/5/07), Nonresident Taxpayer Registration Affidavit Income Tax Withholding, properly executed and signed.

- a) If your firm is not presently registered with the appropriate state office, you may indicate the intent to do so should your firm be awarded a contract. Questions concerning this form may be directed to the South Carolina Department of Revenue.

3) EMPLOYEE VERIFICATION PER THE SOUTH CAROLINA ILLEGAL IMMIGRATION REFORM ACT By entering into this Agreement, the Design Team hereby certifies to County that it will verify the employment status of any new employees, and require any consultants or sub-consultants performing services hereunder to verify any new employees status, per the terms of the South Carolina Illegal Immigration Reform Act, and as set out in Title 41, Chapter 8 of the Code of Laws of South Carolina, 1976.

4) RECEIPT AND OPENING OF SEALED BIDS:

- a) Sealed bids will be received and opened as specified in this Invitation-To-Bid document.
- b) The Owner will consider as non-responsive any bid not prepared and submitted in accordance with the provisions hereof and may waive any informality or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 120 calendar days after the actual date of the opening thereof or as provided for the in the bid documents whichever is later.

5) PREPARATION OF BID:

- a) All bids will be evaluated in accordance with procedures and specifications contained herein and Florence County Code. The responsiveness to same determined in accordance to the instructions and criteria in this document. Any bid not providing sufficient information and documentation to comply with the Invitation-To-Bid Evaluation requirements will be considered non-responsive and removed from further consideration.

**INVITATION TO BID FOR BID NO. 25-17/18 DIRT ROAD PAVING PROJECT –
DISTRICT 1**

- b) A bid shall be made in the official name of the firm or individual under which business is conducted (showing the official business address) and must be signed in ink by a person duly authorized to legally bind the person, partnership, company, or corporation submitting the bid.
- c) All information requested of the bidder shall be entered in the appropriate spaces on the provided forms. If additional space is required, attach additional pages as needed within the sealed bid response.
- d) Bidders mailing their bid must allow a sufficient mail delivery period to insure timely receipt of their bid. Florence County is not responsible for bids delayed by mail and/or delivery services of any nature. It is the bidder's sole responsibility to insure that all documents are received by person (or office) at the time indicated in the bid document. No facsimile or email submissions.
- e) Bidders must clearly mark as "Confidential" each part of their offer which they consider to be proprietary information that could be exempt from disclosure under Section 30-4-40, Code of Laws of South Carolina, 1976 as amended (Freedom of Information Act). If any part is designated as "confidential", there must be attached to that part an explanation of how this information fits within one or more categories listed in Section 30-4-40. Florence County reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against Florence County or his agents for its determination in this regard.
- f) All information shall be entered in ink or typewritten.
- g) All proposed costs shall be for all licenses, permits, taxes, labor, material, transportation, equipment and any other components/services that are required to complete the work embraced herein this Invitation-To-Bid document.
- h) If applicable, each bidder shall show the names, address and license number of any subcontractors and the scope of their work, which he may employ on the Project. Subcontractors will be required to comply with all applicable requirements of the Specifications. If applicable, each bid shall include the bidder's name, address and South Carolina Contractor's License Number. In South Carolina, where a contract amounts to \$17,500 or more, the name and license number of the subcontractor, where bid is issued, shall also be shown. The license numbers shall be shown on the bid form bid which will be enclosed in the sealed bid.
- i) Each bid must be submitted in a sealed envelope, addressed to the Owner along with the name of the project for which the bid is submitted. The bidder shall also show his name and address, on the outside of the envelope. Failure to show the required information may result in rejection of the response and removal from further consideration. If forwarded by mail or carrier, the sealed envelope containing the bid must be enclosed in another outer envelope. Florence County shall not be responsible for unidentified bids.
- j) Each bidder must be registered with Vendor Registry to receive all addendums in conjunction with this project via e-mail. It shall be each bidder's responsibility to assure that all addenda

INVITATION TO BID FOR BID NO. 25-17/18 DIRT ROAD PAVING PROJECT – DISTRICT 1

have been received. No claim for failure to receive addenda will be considered. All addendums issued in accordance with this bid request can also be obtained from the Florence County Procurement Office located at the County Complex, 180 N. Irby Street; Room B-5, Florence, SC 29501, by e-mailing pfletcher@florenceco.org.

- k) All questions pertaining to this bid must be submitted in writing by e-mailing pfletcher@florenceco.org as stated in the invitation to bid. Only written questions will be considered formal.
- 6) **BIDDER QUALIFICATIONS:**
- a) To be acceptable to the Owner, bidders must be skilled and/or licensed, if applicable, in the class of work on which they respond, and no bid will be considered from any bidder who is unable to show that he has actually performed considerable work of similar character to that on which he is bidding.
- 7) **BID BOND (SURETY) REQUIREMENTS:**
- a) As discussed in the Bid Surety Requirement document contained herein, Bid Surety must accompany any and all responses submitted that contain estimated project costs exceeding thirty thousand dollars (\$30,000.00) Failure to satisfy this Bid Surety requirement will result in your bid being considered non-responsive and removed from further consideration for award of the subject contract. Bid Surety can be provided as discussed below.
- b) Bid Surety will not be required from Contractors that have been in business for five (5) consecutive years without filing for bankruptcy. A statement on the company's letterhead from the firm stating this qualification will replace the bid bond and must accompany the bid.
- c) For all bidders not meeting the criteria of "b" above, a deposit in the amount of five percent (5%) of the proposed total contract price shall accompany the bid. These deposits shall take the form of certified check, cashier's check or bond executed by a corporate surety licensed under the laws of this state. The cashier's check or certified check shall be deposited to the County's account if the successful bidder fails to enter into the proposed contract within ten (10) days after the award. Bid deposits of unsuccessful bidders will be returned as soon as the contract is awarded.
- d) **One of the above requirements must be met for your response to be considered.**
- 8) **EXECUTION OF CONTRACT:**
- a) The bidder to whom an award is made shall deliver to the County a certificate of insurance as discussed in **Item 10 below**. The County's issuance of a purchase order and/or verbal notification of such execution may serve as the official "Notice to Proceed". Bidders failing to enter the proposed contract may be subject to Debarment and Suspension, as prescribed under Section 11-102 of the Florence County Code, from future consideration for award of contracts. Bidders failing to enter the proposed contract may result in claims against bonds.
- 9) **LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT:**
- a) The successful bidder, upon his failure or refusal to execute and deliver the contract required within twenty one (21) calendar days after he has received "Notice of Award", shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid. Forfeiture of guaranty under this section may result in the bidder being subjected to Debarment or

INVITATION TO BID FOR BID NO. 25-17/18 DIRT ROAD PAVING PROJECT – DISTRICT 1

Suspension, as prescribed under Section 11-102 of the Florence County Code, from future consideration for award of contracts.

10) TERM OF CONTRACT AND CONTRACT DOCUMENTS:

- a) The contract documents that will form the contract shall include:
 - The Complete Bid Document
 - All Addenda
 - The Successful Bidder's Submitted Bid Document
 - Notice of Award (Verbal or Written)
 - Purchase Order/Agreement/Contract
 - Insurance Certification

11) ORDER OF PRECEDENCE

- a) In the event of inconsistent or conflicting provision of this contract and referenced documents, the following descending order of precedence shall prevail: (1) Florence County Procurement Ordinance, as amended (2) Bid Announcement/Advertisement (3) Special Terms and Conditions, (4) Instructions to Responders and Vendor Agreements (5) Other provisions of the contract whether incorporated by reference or otherwise, and (6) the Specifications.

12) INSURANCE AND BONDS:

- a) Upon award of the contract or Purchase Order, the bidder shall maintain, throughout the performance of its obligations a policy of Worker's Compensation insurance with such limits as may be required by SC law, and a policy or policies of general liability insurance insuring against liability for injury to, and death of, persons and damage to, destruction of, property arising out of, or based upon, any act or omission of the bidder or any of its subcontractors of their respective officers, directors employees or agents. Such liability insurance shall have limits sufficient to cover any loss or potential loss resulting from this contract. Florence County must be listed as additional insured. The certificate must allow a minimum of a 30 day written notice of cancellation. Bidder shall provide a Certificate of Insurance to the Florence County Procurement offices prior to start of work.

13) EXAMINATION OF PROJECT'S WORK SITES:

- a) Each of the bidders shall fully familiarize itself with the conditions relating to the bid to insure complete understanding of all the details involved. The bidder shall satisfy itself as to the actual requirements of the bid by personal examination of its location or other means, so as to enable the bidder to make an informed bid. Failure to do so shall not relieve the successful bidder of its obligation to furnish all materials, products, and/or labor necessary to complete the provision of the awarded contract and failure to do so may result in the claims against bonds. No allowance will be made for any claims that a bid and/or response was based on incomplete information as to the nature and character of the sites and of the work involved.

14) INTERPRETATIONS OF PLANS AND SPECIFICATIONS:

- a) No binding interpretation of the meaning of the documents or any questions relating to the bid will be made to any bidder orally prior to the receipt of bids. Any request for such interpretation or questions shall be made in writing via e-mail the Florence County Procurement Director (pfletcher@florenceco.org) or his designee. To be given consideration, such requests must be received as stated in the invitation to bid. Any such interpretations or supplemental instructions will be issued in the form of addendum(s) to the Contract Documents which will be mailed or emailed to persons receiving a set of documents, not later than three days prior to the date for

**INVITATION TO BID FOR BID NO. 25-17/18 DIRT ROAD PAVING PROJECT –
DISTRICT 1**

opening of bids. Failure of any bidder to receive such addendum(s) shall not relieve the successful bidder of any obligation under the awarded contract and this Document.

15) RIGHT TO INCREASE OR DECREASE THE AMOUNT OF WORK:

- a) The Owner reserves the right to increase or decrease the amount of work under the Contract at the unit prices quoted in the bid received from the successful bidder.

16) POWER OF ATTORNEY:

- a) Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power-of-attorney

17) LAW AND REGULATIONS:

- a) The bidder's attention is directed to the fact that all applicable Federal, State (including SCDHEC), and Local laws, statutes, ordinances, and the rules and regulations of all authorities having jurisdiction over the project shall apply to the contract and the project throughout, and they will be deemed to be included in the contract the same as though herein written out in full.
- b) The bidder's attention is directed to the fact that all bids will comply as prescribed under the most current Florence County Code.

18) METHOD OF AWARD:

- a) Contracts will be awarded to the bidder whose bid appears to serve the best interest of the owner. The successful bidder will be determined as prescribed herein this Document.
- b) Florence County reserves the right to accept or reject, in whole, in part, together or separately, any and all responses as appears in its judgment to be in the best interests of the County, or to waive any and all technicalities and informalities in determining the action of each bid.

19) OBLIGATION OF BIDDER:

- a) At the time of the opening of bids, each bidder will be presumed to have inspected the site, if applicable, and to have read and to be thoroughly familiar with the Documents (including all addenda). The failure or omission of any bidder to examine any form, instruction or document shall in no way relieve any bidder from any obligation in respect to this Invitation-To-Bid.

20) LOCAL PREFERENCE

- a) During the bid evaluation process, any vendor who meets the criteria for Local Preference will have their bid price reduced by Five percent (5%), not to exceed a maximum consideration of \$10,000 total. If after application of the Local Vendor Preference, the vendor is determined to be the low responsive/responsible bidder, they will receive the award. The local vendor will be required to match the bid submitted by the non-local low responsive/responsible bidder.
- b) A vendor shall be deemed to be a resident of this County if such vendor is an individual, partnership, association or corporation that is authorized to transact business within the State, maintains an office in Florence County, and maintains within the County a representative inventory or commodities on which the bid is submitted and has paid all taxes duly assessed.

**INVITATION TO BID FOR BID NO. 25-17/18 DIRT ROAD PAVING PROJECT –
DISTRICT 1**

VENDOR AGREEMENTS

- 1) IRAN DIVESTMENT ACT- CERTIFICATION (JAN 2015)
 - a) The Iran Divestment Act List is a list published by the Board pursuant to Section 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at the following URL: <http://procurement.sc.gov/PS/PS-iran-divestment.phtm> Section 11-57-310 requires the government to provide a person ninety days written notice before he is included on the list. The following representation, which is required by Section 11-57-330(A), is a material inducement for the State to award a contract to you.
 - b) By signing your Offer, you certify that, as of the date you sign, you are not on the then-current version of the Iran Divestment Act List. (c) You must notify the Procurement Officer immediately if, at any time before posting of a final statement of award, you are added to the Iran Divestment Act List. [02-2A077-1]
- 2) STATEMENT OF RIGHTS
 - a) Florence County reserves the right to obtain clarification or additional information necessary to properly evaluate a bid. Vendors may be asked to give a verbal presentation of their bid after submission. Failure of vendor to respond to a request for additional information or clarification could result in rejection of that vendor's bid. Florence County reserves the right to accept or reject any and all bids, in whole or in part, separately or together, with or without cause; to waive technicalities in submissions, to secure a project that is deemed to be in the best interest of the County. Florence County also reserves the right to make purchases outside of the awarded contracts where it is deemed in the best interest of the County.
- 3) GENERAL TERMS:
 - a) Each bidder by submitting a response to Florence County as a result of this Invitation-To-Bid, agrees to and acknowledges its acceptance of and agreement with the procedures outlined below and the terms, conditions and requirements of the applicable Florence County Invitation-To-Bid document. Agreement is evident by the submission of a response to Florence County. If a vendor cannot agree to these terms, or violates these procedures, the response will be judged non-responsive and not considered. If the procedures are violated during the evaluation process or prior to the issuance of a contract by Florence County, the offer of the firm in question will be void and Florence County will procure the goods/services in question from other eligible vendors.
- 4) SPECIFIC TERMS:
 - a) Products offered shall meet all requirements of the Uniform Commercial Code, if applicable.
 - b) Responses submitted are final and complete offers by the vendor. No additions, corrections, modifications, changes or interpretations will be allowed. In the event questions arise on what is meant by an offer, the Procurement Officer will make a determination as to the county interpretation of the vendor's offer. If, after informing the vendor of the county's opinion, disagreement as to scope of the offer is present, the offer will be declared VOID.
 - c) Florence County reserves the right to award bids received on the basis of individual items, groups of items, or the entire list of items; to reject any and all bids; and to waive any technicalities. In every case, Florence County reserves the right to make awards deemed to be in the best interest of

**INVITATION TO BID FOR BID NO. 25-17/18 DIRT ROAD PAVING PROJECT –
DISTRICT 1**

the County and to negotiate further the offer determined by the County to be in the best interest of the County.

- d) Unit prices will govern over extended prices. Prices must be stated per unit and extended for the total quantity.
- e) Florence County is not exempt from sales tax, if applicable. Sales, use, or excise tax, as well as any handling and shipping charges, must be shown as separate items.
- f) Florence County has a local preference of 5%, which may be applied in bid award determination.
- g) Any deviation from specifications in the bid must be clearly pointed out; otherwise, it will be considered that the items offered are in strict compliance with these specifications, and the successful bidder will be held responsible therefore. Unless otherwise stated, it is understood and agreed that any item offered or shipped on this bid shall be new and suitable for storage or shipment, and that prices include standard commercial packaging and handling.
- h) Any attempt by a vendor to influence the opinion of the county staff, or County Council, by discussion, promotion, advertising or any procedure to promote their offer, will constitute grounds to judge such an offer non-responsive. All offers presented to Florence County will be evaluated based on the current County Code and the offer as presented to the county on the date/time specified in the given bid.
- i) In the event of inconsistent or conflicting provision of this contract and referenced documents, the following descending order of precedence shall prevail: (1) Florence County Procurement Ordinance, as amended (2) Bid Announcement/Advertisement (3) Special Terms and Conditions, (4) Instructions to Responders and Vendor Agreements (5) Other provisions of the contract whether incorporated by reference or otherwise, and (6) the Specifications.
- j) Florence County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied.
- k) All vendors are informed that the Procurement Officer may exercise the County's option to extend the contract, (purchase order) under the provisions of County Code should such extension be mutually agreeable between the County and the selected vendor.
- l) The Bidder agrees to secure at Bidder's own expense all personnel necessary to carry out Bidder's obligations under this Bid. Such personnel shall not be deemed to be employees of the County nor shall they or any of them have or is deemed to have any direct contractual relationship with the County. The County shall not be responsible for withholding taxes with respect to the Bidder's compensation hereunder. Bidder shall not hold himself out as an employee of the County, and shall have no power or authority to bind or obligate the County in any manner, except County shall make payment to Bidder for services as herein provided. Bidder shall obtain and maintain all licenses and permits required by law for performance of this contract by him. The Bidder shall have no claim against the County hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. State or Federal governments, including but not limited to Social Security, workmen's compensation, Employment Security, sales or use tax and any other taxes and licenses or insurance premiums required by law.

INVITATION TO BID FOR BID NO. 25-17/18 DIRT ROAD PAVING PROJECT – DISTRICT 1

The County shall pay no employee benefits or insurance premiums of any kind to or for the benefit of Bidder or his employees, agents, and servants by reason of this contract. The Bidder will carry liability insurance relative to any service that he performs for the County. A certificate of insurance must be submitted to the procurement office prior to services performed, with the requested coverage and limits per the County, with Florence County listed as additional insured.


- m) The vendor will act in an independent capacity and not as officers or employees of the County. The vendor shall indemnify, defend and hold harmless Florence County, its officers, agents and employees from liability and any claims, suits, judgments, and damages of any nature brought because of, arising out of, or due to breach of the agreement by Vendor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Vendor, its subcontractors, suppliers, agents, or employees.
- n) The successful vendor shall indemnify and hold harmless the Florence County, its officers, agents and employees from all suits or claims of any character resulting from patent, trademark or copyright infringement or accidents/injury at any point in the delivery of goods/services.
- o) It is the responsibility of the prospective bidder to review the entire invitation for bids packet and to notify the Procurement Department if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or bidding procedures must be received by the Procurement Department not less than five (5) days prior to the time set for bid opening. These requirements also apply to specifications or instructions that are ambiguous.
- p) Should any vendor fail to perform or comply with any provision or terms and conditions of any documents referenced and made part hereof, Florence County may terminate this contract, in whole or in part, and may consider such failure or non-compliance a breach/default of contract. The County, the County reserves the right to purchase any/all items or service in default on the open market. By submittal of a response all vendors agree to this provision. No additional responses will be considered from a firm in default until the default expenses are paid. No principals of a defaulting firm may submit a response under another organization or individual name until their previous default is settled.
- q) Florence County may terminate this agreement with or without cause at any time. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination shall be paid.
- r) Unless specifically requested, submit one (1) copy of your response.
- s) In the event no funds are appropriated by Florence County for the goods or services in any fiscal year or insufficient funds exist to purchase goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.
- t) All submittals become the property of Florence County.
- u) All bids (and supporting documents) will be retained by Florence County for a period of one hundred twenty (120) calendar days from the date the bids are opened, and no bid shall be received nor shall any bidder be allowed to withdraw a bid after the opening hour commences.

**INVITATION TO BID FOR BID NO. 25-17/18 DIRT ROAD PAVING PROJECT –
DISTRICT 1**

- v) Brand names and numbers, when used, are for reference only to indicate character or quality desired and do not indicate a preference. Equal items will be considered; equal items shall state the brand name or quality; and Florence County's determination of what shall constitute equality shall be final and conclusive.
 - w) S.C. LAW CLAUSE: Upon award of a contract or Purchase Order 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 in 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 itself to the jurisdiction and process of the courts of the State of South Carolina, to all matters and disputes arising or to arise under the contract and performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.
- 5) LIQUIDATED DAMAGES: The time limit that is set for this project is **one hundred twenty (120) calendar days**. In order to ensure a sincere and reasonable effort on the Contractor's part to accomplish the work in a timely fashion, delay damages due to inconveniences to the owner for work not being accomplished on time will be at the rate of five hundred dollars (**\$500.00**) per day. The Contractor should realize that delays due to bad weather, materials, and such, not under the control of the Contractor will be considered by the Engineer for time extension.

**INVITATION TO BID FOR BID NO. 25-17/18 DIRT ROAD PAVING PROJECT –
DISTRICT 1**

BID FORM (PAGE 1)

FLORENCE COUNTY, SOUTH CAROLINA , a Body Politic and Corporate and a Political Subdivision of the State of SC	MAIL TO: Florence County Procurement 180 N. Irby Street County Complex MSC-R Florence, SC 29501	
SEALED BID # 25-17/18 2018 CPST II DIRT ROAD PAVING PROJECT - DISTRICT 1	HAND CARRY TO: Procurement Office, Room B-5 County Complex, 180 N. Irby Street Florence, South Carolina 29501 TELEPHONE NO. (843) 665-3018	
Bids will be received at the Procurement Office at 180 N. Irby Street, Rm. B-5 until <u>February 28, 2018</u> at 3:00 p.m. (EST).	NOTE: <u>BID FORM MUST USE AND SUBMIT WITH THIS</u> <u>BID SHEET THE UNIT BID SHEET BREAKDOWN</u> <u>SPREADSHEET.</u>	
Then Publicly Opened in the Florence County Complex Bldg., Rm. 210-C on <u>February 28, 2018</u> at 3:20 p.m. (EST).	NOTE: <u>SUBMIT PROJECT REFERENCE WITH YOUR BID!</u>	

LEGAL COMPANY NAME: _____

D/B/A IF APPLICABLE: _____

MAILING ADDRESS: _____

PHYSICAL ADDRESS: _____

CITY-STATE-ZIP: _____

TELEPHONE NO: _____ **FAX NO:** _____

FEDERAL ID (TAX ID) NO: _____ **E-MAIL:** _____

AUTHORIZED SIGNATURE : _____

PRINTED NAME: _____

SC CONTRACTOR’S LICENSE # _____

**INVITATION TO BID FOR BID NO. 25-17/18 DIRT ROAD PAVING PROJECT –
DISTRICT 1**

BID FORM (PAGE 2)

Total cost, including all taxes and expenses needed to provide services for the 2018 CPST II DIRT ROAD PAVING PROJECT -DISTRICT 1.

TOTAL BID PRICE: \$ _____

Total Bid Amount in Words _____

The contractor has 120 calendar days from the date of the Notice to Proceed letter to complete the project.

The Bidder declares their Bid Response is made without any connection with any other individual that may be submitting a Bid Response to this IFB and their Bid Response, in all respects, is fair and in good faith, without collusion or fraud, with another Bidder, representative or agent.

By submission of a response to this Invitation for Bid, the bidder agrees and certifies, to deliver all required services and perform all required work with the strictest conformance to meet or exceed the Scope of Work, specifications and minimum requirements contained within this Invitation to Bid.

All pricing is firm and will remain firm for at least one hundred twenty (120) calendar days from the time and date of the IFB submittal and opening. During this period, the Bidder may only withdraw their Bid Response by submitting a written request to Florence County and Florence County approving said written request.

The bidder agrees to abide by all conditions of this bid and verifies that he is authorized to sign this bid for the offerer. The bidder further states that the company affiliated with this bid currently complies with all applicable federal and state laws and directives relative to non-discriminatory practices in employment.

The Bidder, in compliance with the Invitation-To-Bid, and having examined the Project Documents, and being familiar with all of the conditions surrounding the proposed project, including the availability of materials, labor, and work site environmental conditions, hereby proposes to furnish all permits, labor, materials, supplies, and equipment and to perform the duties in accordance with the contract documents of which this Bid Form is a part.

The Bidder declares that he has read, understands, and accepts the Vendor Agreements and Instructions to Responders which are part of the bid documents.

The Bidder further proposes and agrees, if this Bid is accepted, to contract with Florence County, to furnish all permits, materials, equipment, tools, apparatus, means of transportation, and labor necessary hereto, and to complete the proposed project in full and complete accordance with the Project Documents, to the full and entire satisfaction of the Owner, at the prices listed in the Bid Schedule. The amounts listed on the Bid Schedule section of this Bid Form also include all costs associated with the compliance of all applicable State laws, local ordinances, and the rules and regulations of all authorities and professional association standards having jurisdiction over the project or the materials used throughout, and they will be deemed to be included in the contract the same as though herein written out in full. Unit prices and/or lump sums are shown in the Bid Schedule section below. In case of error in extension, the Unit Price shall govern rather than the Amount. Where Lump Sum Amounts are bid, the amount for each bid item shall govern rather than the total of any several items.

**INVITATION TO BID FOR BID NO. 25-17/18 DIRT ROAD PAVING PROJECT –
DISTRICT 1**

**BID FORM (PAGE 3)
UNIT BID SPREADSHEET**

ADD UNIT BID SPREADSHEET

**INVITATION TO BID FOR BID NO. 25-17/18 DIRT ROAD PAVING PROJECT –
DISTRICT 1**

BID BOND (SURETY) REQUIREMENT

Bid Surety acts to protect the County from delays and expenses incurred in the lengthy competitive sealed bidding and competitive sealed bid processes, and provides the County with some financial assurance that should the bidder be awarded the project, the successful bidder will enter into the contract with the County. The successful bidder forfeits its Bid Surety in the event it cannot perform the work required by the invitations-for-bid or request-for-bids.

For all responses submitted with estimated project costs exceeding thirty thousand dollars (\$30,000.00), Bid Surety in the amount of at least five percent (5%) of the proposed project costs must be submitted with the response. Failure to satisfy this Bid Surety requirement will result in your bid being considered non-responsive and removed from further consideration for award of the subject contract. Bid Surety can be provided as discussed below.

BID SURETY OPTIONS:

Option A:

Bid Surety will not be required from Contractors that have been in business for five (5) consecutive years without filing for bankruptcy. A certificate or statement on business letterhead from the firm stating it meets this qualification will replace the bid surety and must accompany the bid. Bidders not meeting this requirement must furnish Bid Surety as discussed in Option B below.

Option B:

For all bidders not meeting the criteria of “Option A” above, a deposit in the amount of five percent (5%) of the proposed contract price must accompany the bid. These deposits shall take the form of a certified check, cashier's check or a surety bond executed by a corporate surety licensed under the laws of this state. **PERSONAL OR COMPANY CHECKS DO NOT MEET THIS REQUIREMENT.** The cashier's check or certified check shall be deposited to the County's account if the successful bidder fails to enter into the proposed contract. Bid deposits of unsuccessful bidders will be returned as soon as the contract is awarded.

One of the above requirements must be met and submitted with for your response. Failure to satisfy this Bid Surety requirement will result in your response being considered non-responsive and removed from further consideration for award of the subject project's contract.

**INVITATION TO BID FOR BID NO. 25-17/18 DIRT ROAD PAVING PROJECT –
DISTRICT 1**

SAMPLE BID BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE, the undersigned, _____, as Principal, and _____, as Surety, are hereby held and firmly bound unto, As Owner, in the penal sum of _____ (\$ _____), for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed, this _____ day of _____, 20_____.

The condition of the above obligation is such that whereas the Principal has submitted to _____ a certain Bid, attached hereto and hereby made a part hereof into a contract in writing, for the _____.

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall in all other respects perform the agreement caused by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

_____(L. S.)
PRINCIPAL

SURETY

By: _____
(SEAL)

**INVITATION TO BID FOR BID NO. 25-17/18 DIRT ROAD PAVING PROJECT –
DISTRICT 1**

PAYMENT BOND REQUIREMENT

A Payment Bond must be submitted to the County by the successful responder (“Contractor”) once it has been awarded the contract. Payment Bonds encompass the prime Contractor’s obligation to pay subcontractor and others for material and labor used in the project. A Payment Bond guarantees that the Contractor will pay certain bills for labor and materials (including those from subcontractors and suppliers), which are associated with the subject contract. The Payment Bond requirement helps assure that the Contractor provides suitable evidence of its financial condition and ability to complete the project without financial difficulty.

For all contracts submitted with costs exceeding thirty thousand dollars (\$30,000.00), a Payment Bond in the amount of one hundred percent (100%) of the contract price must be submitted by the Contractor with the proposed contract to the County. Failure to satisfy this Payment Bond requirement will result in the Contractor being considered non-responsive and possibly removed from consideration for award of future County contracts. Payment Bond guaranty options are discussed below.

PAYMENT BOND GUARANTY OPTIONS:

For all contracts submitted with costs exceeding thirty thousand dollars (\$30,000.00), a Payment Bond guaranty in the amount of one hundred percent (100%) of the contract price must be submitted by the Contractor with the proposed contract to the County. This Payment Bond requirement can be satisfied utilizing one of the two options below:

(1) Option A:

The Contractor with the executed contract must submit a Payment Bond in the required amount discussed above and executed by a corporate surety licensed under the laws of this state. Contractors not meeting this requirement must furnish an alternative Payment Bond Guaranty as discussed in Option B below.

(2) Option B:

For all Contractors not meeting the criteria of “Option A” above, a deposit in the amount of one hundred percent (100%) of the contract price must be submitted by the Contractor with the proposed contract to the County. This deposit shall take the form of a certified check or a cashier's check deposited with the County. An irrevocable standby letter of credit issued by the bank is an acceptable alternate. **PERSONAL OR COMPANY CHECKS DO NOT MEET THIS REQUIRMENT.** Failure of the Contractor to satisfactorily fulfill its obligations under the subject contract shall result in the forfeiture of this deposit.

One of the above requirements must be met and submitted by the successful Contractor with its proposed contract to the County. Failure to satisfactorily fulfill its obligations under the subject contract shall result in the forfeiture of the Payment Bond guaranty.

Responders failing to enter the proposed contract and also post the required Payment Bond may be subject to Debarment or Suspension, as prescribed under Section 11-102 of the Florence County Code, from future consideration for award of contracts.

**INVITATION TO BID FOR BID NO. 25-17/18 DIRT ROAD PAVING PROJECT –
DISTRICT 1**

PERFORMANCE BOND REQUIREMENT

A Performance Bond must be submitted to the County by the successful responder (“Contractor”) once it has been awarded the contract. The Performance Bond insures that the project will be completed even if the prime Contractor defaults or abandons the project. A Performance Bond guarantees contract performance by the Contractor, according to the contract specifications, terms and conditions. The Performance Bond requirement helps assure that the Contractor provides suitable evidence of its financial condition and ability to complete the project without financial difficulty.

For all contracts submitted with costs exceeding thirty thousand dollars (\$30,000.00), a Performance Bond in the amount of one hundred percent (100%) of the contract price must be submitted by the Contractor with the proposed contract to the County. Failure to satisfy this Performance Bond requirement will result in the Contractor being considered non-responsive and possibly removed from consideration for award of future County contracts. Performance Bond guaranty options are discussed below.

PERFORMANCE BOND GUARANTY OPTIONS:

For all contracts submitted with costs exceeding thirty thousand dollars (\$30,000.00), a Performance Bond Guaranty in the amount of one hundred percent (100%) of the contract price must be submitted by the Contractor with the proposed contract to the County. This Performance Bond guaranty requirement can be satisfied utilizing one of the two options below:

(3) Option A:

The Contractor with the executed contract must submit a Performance Bond in the required amount discussed above and executed by a corporate surety licensed under the laws of this state. Contractors not meeting this requirement must furnish an alternative Performance Bond Guaranty as discussed in Option B below.

(4) Option B:

For all Contractors not meeting the criteria of “Option A” above, a deposit in the amount of one hundred percent (100%) of the contract price must be submitted by the Contractor with the proposed contract to the County. This deposit shall take the form of a certified check, or a cashier's check deposited with the County. An irrevocable standby letter of credit issued by the bank is an acceptable alternate. **PERSONAL OR COMPANY CHECKS DO NOT MEET THIS REQUIRMENT.** Failure of the Contractor to satisfactorily fulfill its obligations under the subject contract shall result in the forfeiture of this deposit.

One of the above requirements must be met and submitted by the successful Contractor with its proposed contract to the County. Failure to satisfactorily fulfill its obligations under the subject contract shall result in the forfeiture of the Performance Bond Guaranty. Responders failing to enter the proposed contract and also post the required Performance Bond may be subject to Debarment or Suspension, as prescribed under Section 11-102 of the Florence County Code, from future consideration for award of contracts.

**INVITATION TO BID FOR BID NO. 25-17/18 DIRT ROAD PAVING PROJECT –
DISTRICT 1**

INSURANCE REQUIREMENTS

The contractor shall agree to hold harmless, indemnify and defend Florence County, its agents and employees from any claims for property damage or personal injury (including death resulting therefrom). Such claims include, but are not limited to, actual, consequential, incidental or punitive damages. The contractor shall agree to maintain sufficient comprehensive general liability insurance, naming Florence County as additional insured in the amounts of \$1,000,000.00 per occurrence and \$1,000,000.00 per person. Proof of such insurance shall be given to the Florence County Procurement Office by an appropriate certificate-of-insurance issued by the contractor's insurance agent.

Further, the contractor shall agree to insure prior to commencement of work on the project (job), all subcontractors, agents, assigns or employees of prime contractor and subcontractor shall agree to hold harmless, indemnify and defend the Florence County, South Carolina, its agents and employees from any claims for property damage or personal injury (including death resulting therefrom). Such claims include but are not limited to, actual, consequential, incidental or punitive damages. Further, prior to commencement of work on the project (job), the contractor shall insure that all subcontractors, agents or assigns of the contractor, maintain sufficient comprehensive general liability insurance, naming the Florence County, South Carolina, as additional insured, in the amounts of \$1,000,000.00 per occurrence and \$1,000,000.00 per person. Proof of such insurance shall be given to the Procurement Officer by an appropriate certificate-of-insurance issued by applicable entity's insurance agent.

With regards to comprehensive general liability insurance, claims may be made during or after the term or terms of the contract agreement.

Vehicle liability insurance with minimum combined single limits of \$1,000,000.00 per occurrence shall be maintained by the contractor.

The contractor shall obtain and maintain, during the life of the contract agreement, workers' compensation and employer's liability insurance for all employees to be engaged in services on this project under this agreement in an amount not less than the minimum allowed by South Carolina law, and in case any such services are sublet, the contractor shall require the subcontractor(s) similarly to provide workers' compensation and employer's liability insurance for all of the subcontractor's employees to be engaged in such services.

**INVITATION TO BID FOR BID NO. 25-17/18 DIRT ROAD PAVING PROJECT –
DISTRICT 1**

STATE OF SOUTH CAROLINA)
COUNTY OF FLORENCE)
SAMPLE CONTRACT)

CONTRACT NO. 25-17/18 (SAMPLE)

THIS AGREEMENT (hereinafter the “Agreement” or “Contract”) entered into this _____ day of _____, 2018 by and between the **COUNTY OF FLORENCE**, South Carolina, a body politic and corporate under the State of South Carolina (hereinafter the “County”) and XXXXXXXXXXXXXXXXXXXXXXXXXXXX, a Corporation, the address of which is: XXXXXXXXXXXXXXXXXXXXXXXXXXXX (hereinafter the “Contractor”), for and in consideration of the mutual covenants herein set forth, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1

DOCUMENTS INCORPORATED BY REFERENCE

- 1.1 This Contract includes the specifications for the Project identified thereon as such, the County’s invitation for Invitation for Bids. No. 25-17/18, and all addenda thereto, as well as the Contractor’s bid submission, including all forms required in the Bid Documents. All these documents specified in this Article 1 are hereby incorporated herein by reference and made a part hereof (hereinafter collectively referred to as the “Contract” or “Contract Documents”). Change orders issued hereafter and any other amendments properly executed by the County and the Contractor shall become and be a part of this Contract. Documents not included or expressly contemplated in this Article 1 do not, and shall not, form any part of this Contract. The Contract Documents are intended to be complementary, and a requirement in one document shall be deemed to be required in all documents.

- 1.2 Contractor shall comply with all applicable Federal, State, and Local laws which may be applicable to any aspect of its activities under this Contract. By entering into this Contract, Contractor affirmatively warrants that the Contractor, to the best of its knowledge, information, and belief, is currently in compliance with all applicable Federal, State, and Local laws and further warrants that during the term of this Contract, Contractor shall remain in compliance therewith.

**INVITATION TO BID FOR BID NO. 25-17/18 DIRT ROAD PAVING PROJECT –
DISTRICT 1**

**ARTICLE 2
REPRESENTATIONS OF THE CONTRACTOR**

In order to induce the County to execute this Contract and recognizing that the County is relying thereon, the Contractor, by executing this Contract, makes the following express representations to the County:

- 2.1 The Contractor is fully qualified to act as the general contractor for the Project and has, and shall maintain throughout the effective term of this Contract, any and all licenses, permits, and other authorizations necessary to act as the general contractor for, and to construct, the Project.
- 2.2 The Contractor has become familiar with the Project site and the local conditions under which the Project is to be constructed and operated.
- 2.3 The Contractor has received, reviewed and examined all the documents which make up the Contract, including, but not limited to, all plans and specifications, and has found them, to the best of its knowledge, to be complete, accurate, adequate, consistent, coordinated and sufficient to complete the Project.

**ARTICLE 3
SPECIFICATIONS/SCOPE OF WORK**

The Contractor shall perform the work as outlined in the 25-17/18 invitation to bid document, bid plans, and all addendums thereto (if any). All work required, implied, or reasonably inferable from this Contract includes, but is not limited to, the following:

- 3.1 The Contractor will complete the complete work as described in the contract documents, in accordance with the terms herein, and the specifications/scope of work, all as may be amended from time to time.
- 3.2 Contractor shall furnish any and all required insurance certificate(s) and endorsement(s) as requested by the County.
- 3.3 Contractor agrees to perform and furnish all labor, supervision, materials, equipment, transportation and supplies necessary for the XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX as stated in the specifications/scope of work of bid no. 25-17/18 and the Contractor's response to bid no. 25-17/18.

**INVITATION TO BID FOR BID NO. 25-17/18 DIRT ROAD PAVING PROJECT –
DISTRICT 1**

- 3.4 Coordination of the work and administration of this Agreement shall be
XXXXXXXXXXXXXXXXXXXX located at XXXXXXXXXXXXXXXXXXXX in Florence, SC.
(add e-mail address here)

**.ARTICLE 4
INTENT AND INTERPRETATION**

With respect to the intent and interpretation of this Contract, the County and the Contractor agree as follows:

- 4.1 This Contract (along with its exhibits and all documents incorporated herein by reference), together with the Contractor’s and Surety’s performance and payment bonds for the Project, constitute the entire and exclusive agreements between the parties with reference to the project, and said Contract supersedes any and all prior discussions, communications, representations, understanding, negotiations, or agreement.
- 4.2 Anything that may be required or reasonably inferred by the documents which make up this Contract, or any one or more of them, shall be provided by the Contractor for the Contract Price.
- 4.3 Nothing contained in this Contract shall create, nor be interpreted to create, privity or any other relationship whatsoever between the County and any person except the Contractor.
- 4.4 When a word, term or phrase is used in this Contract, it shall be interpreted or construed first, as defined herein; second, if not defined, according to its generally accepted industry meaning; and third if there is no generally accepted industry meaning, according to its common and customary usage.
- 4.5 The words “include,” “includes,” and “including,” as used in this Contract, shall be deemed to be followed by the phrase, “without limitation”.
- 4.6 The listing herein of any items as constituting a material breach of this Contract shall not imply that any other, non-listed item will not constitute a material breach of this Contract.
- 4.7 In the event of any conflict, discrepancy, or inconsistency among any of the documents which make up this Contract, the following shall control:
- 4.7.1 As between this Contract document and any discrepancies among other conflicting or inconsistent documents, this Contract document shall govern.

**INVITATION TO BID FOR BID NO. 25-17/18 DIRT ROAD PAVING PROJECT –
DISTRICT 1**

- 4.7.2 In the case of any conflict, discrepancy or inconsistency among any of the other documents, the Contractor shall notify the County immediately upon discovery of the same.

**ARTICLE 5
CONTRACTOR'S PERFORMANCE**

The Contractor shall perform all of the work required, implied or reasonably inferable from this Contract including, but not limited to, the following:

- 5.1 The Contractor will complete the entire Scope of Work as described in the Invitation to Bid No. 25-17/18 Bid Documents, in accordance with the specifications and terms therein.
- 5.2 Contractor shall furnish any and all required surety bonds and insurance certificate(s) and endorsement(s).

**ARTICLE 6
TIME FOR CONTRACTOR'S PERFORMANCE**

- 6.1 The Contractor shall commence the performance of this Contract on the date of execution of this Contract and shall diligently continue its performance until the Substantial Completion of the project in no more than **120** calendar days following the issuance of the notice to proceed letter from the County. By signing this contract, the contractor agrees that the Contract Time is a reasonable time for accomplishing Completion of the Project.
- 6.2 The term "Substantial Completion," as used herein, shall mean that point at which, as certified in writing by the County, the Project is sufficiently complete in accordance with the Contract Documents so that the County can utilize the work for its intended use.
- 6.3 The County has the right to impose liquidated damages in the amount of \$500 per calendar day for any days after the required date of completion noted above that the project is not substantially complete.

**INVITATION TO BID FOR BID NO. 25-17/18 DIRT ROAD PAVING PROJECT –
DISTRICT 1**

ARTICLE 7

FIXED PRICE AND CONTRACT PAYMENTS

- 7.1 The County shall pay, and the Contractor shall accept, as full and complete payment for the Contractor's timely performance of its obligations hereunder **in the amount not to exceed XXXXXXXXXXXXXXXXXXXX Dollars and XXXXXXXXXXXX Cents (\$XX,XXX.XX).** This price shall constitute the Contract Price.
- 7.2 Progress billings shall be submitted to the County for payment by the Contractor on a monthly basis (less 10% retainage) no later than the 30th of each month based on the percentage of work completed. The County (or County's representative) shall verify work completed and billed before payment shall occur. Once payment has been approved by the County, payment shall be made not later than thirty (30) calendar days from the date of approval. When the project is complete and the Contractor is ready for a final review, the Contractor shall notify the County. Thereupon, the County will perform a final site review of the project. If the County concurs that the project is complete and in full accordance with this Contract and that the Contractor has performed all of its obligations to the County thereunder, the County will make final payment of the Contract price to the Contractor.
- 7.3 Guarantees and equipment warranties required by this Contract shall commence on the date of substantial completion.

ARTICLE 8

DUTIES, OBLIGATIONS AND RESPONSIBILITIES OF THE CONTRACTOR

In addition to any and all other duties, obligations and responsibilities of the Contractor set forth in the Contract Documents, the Contractor shall have and perform the following duties, obligations and responsibilities to the County:

- 8.1 The Contractor shall not perform work without adequate plans and specifications. If the Contractor performs work knowing or believing, or if through exercise of reasonable diligence it should have known, that such work involves an error, inconsistency or omission in the Contract without first providing written notice to the County, the Contractor shall be responsible for such work and shall correct same bearing the costs therefore.
- 8.2 All work shall strictly conform to the requirements of this Contract. To that end the Contractor shall be solely responsible for and have control over the performance of all portions of the Work, unless otherwise specified in the Contract Documents.

**INVITATION TO BID FOR BID NO. 25-17/18 DIRT ROAD PAVING PROJECT –
DISTRICT 1**

- 8.3 The work shall be strictly supervised, the Contractor bearing full responsibility for any and all acts, errors or omissions of those engaged in the work on behalf of the Contractor, including, but not limited to all subcontractors or employees. The Contractor shall provide on-site supervision while any portion of the work is being performed.
- 8.4 The Contractor hereby warrants that all laborers furnished under this Contract shall be qualified and competent to perform the tasks undertaken, that the product of such labor shall yield only first-class results, that all materials and equipment provided shall be new (unless otherwise specified) and of high quality, that the completed work will be complete, of high quality, without defects, and that all work strictly complies with the requirements of this Contract. Any work not strictly complying with the requirements of this section shall constitute a breach of the Contractor's warranty.
- 8.5 The Contractor shall maintain the Project site and adjacent areas affected by its work and/or acts of its employees and subcontractors in a reasonably clean condition during the performance of the work. Upon substantial completion, the Contractor shall clean the Project site of all debris, trash and excess materials and equipment. If the Contractor fails to do so, the County may complete the cleanup, by its own forces or by separate contract, and shall be entitled to charge the Contractor for the same through the collection or withholding of funds through the mechanisms provided elsewhere herein.
- 8.6 At all times relevant to this Contract, the Contractor shall permit the County and its designated representative(s) to enter upon the Project site to review or inspect the work and any materials on the site without formality or other procedure.
- 8.7 **PROTECTION OF PERSONS AND PROPERTY.** It shall be the responsibility of the Contractor to initiate, continue and supervise all safety programs and precautions in performance of the terms of this Contract. The Contractor shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury or loss to its employees, subcontractors, employees of the County and members of the public, the Work itself and unassembled components thereof, and other property at the site or adjacent thereto. As part of the Contractor's obligations hereunder, the Contractor shall erect and maintain safeguards, barriers, signs, warnings, etc.

**INVITATION TO BID FOR BID NO. 25-17/18 DIRT ROAD PAVING PROJECT –
DISTRICT 1**

**ARTICLE 9
INDEMNITY**

The Contractor hereby expressly agrees to indemnify and hold the County harmless against any and all expenses and liabilities arising out of the performance or default of this Contract or arising from or related to the Work as follows:

- 9.1 Contractor expressly agrees to the extent that there is a causal relationship between its negligent, reckless or intentionally wrongful action or inaction, or the negligent, reckless or intentionally wrongful action or inaction of any of its employees or any person, firm or corporation directly or indirectly employed or retained by the Contractor, and any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage or loss) that is suffered by the County or its employees or by any member of the public, to indemnify and save the County and its employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs, and expenses arising out of the performance or default of this Contract or arising from or related to the Work, regardless of whether such liabilities, penalties, demands, claims, lawsuits, losses, damages, costs, and expenses are caused in part by the County. Such costs are to include, without limitation, defense, settlement and reasonable attorneys' fees incurred by the County and its employees. This promise to indemnify shall include without limitation, bodily injuries, death occurring to Contractor's employees and any person, directly or indirectly employed or retained by the Contractor (including without limitation any employee of any subcontractor), the County's employees, the employees of any other independent contractors, or occurring to any member of the public. When the County submits notice, Contractor shall promptly defend any aforementioned action.
- 9.2 The limits of insurance required herein shall not limit the Contractor's obligations under this Article. The terms and conditions contained in this Article shall survive the termination of this Agreement or the suspension of the Work hereunder. The recovery of fees and costs specified herein will also apply to any actions to enforce this Article.

**ARTICLE 10
DISCOVERING AND CORRECTING DEFECTIVE OR INCOMPLETE WORK**

- 10.1 In the event that the Contractor covers, conceals or obscures its work in violation of this Contract or in violation of an instruction from the County, such work shall be uncovered and displayed for review by the County upon request, and shall be reworked at not cost in time or money to the County.

**INVITATION TO BID FOR BID NO. 25-17/18 DIRT ROAD PAVING PROJECT –
DISTRICT 1**

- 10.2 The Contractor shall, at no cost in time or money to the County, correct work rejected by the County as defective or failing to conform to this Contract. Additionally, the Contractor shall reimburse the County for all review, inspections and other expenses incurred as a result thereof.
- 10.3 In addition to its warranty obligations set forth elsewhere herein and any manufacturer's warranties provided on the project, and in addition to other remedies provide herein or by law to the County, the Contractor shall be specifically obligated to promptly correct any and all defective or nonconforming work, whether obvious or after-discovered, for a period of twelve (12) months following Substantial Completion upon written direction from the County.

**ARTICLE 11
TERMINATION BY THE COUNTY**

The County may terminate the Contract in accordance with the following terms and conditions:

- 11.1 The County may, by written notice, terminate this Contract in whole or in part at any time, for the failure to fulfill the Contract obligations. Upon receipt of such notice, services shall be immediately discontinued unless the notice directs otherwise, and all materials as may have been accumulated in performing this Contract, whether completed or in progress delivered to the County.
- 11.2 Termination due to the failure to fulfill the Contractor's obligations may cause the County to take over the work and prosecute the same to completion by Contract or otherwise. In such case, the contractor shall be liable to the County for any additional cost occasioned to the County thereby.
- 11.3 The rights and remedies of the County provided in this Article are in addition to any other rights and remedies provided by law or under this Contract.
- 11.4 Notwithstanding any other provision contained herein, any violation or breach of terms of this Contract on the part of the Contractor or their subcontractors may result in the suspension or termination of this Contract or such other action that may be necessary to enforce the rights of the parties of this Contract. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise impose or available by law.

**INVITATION TO BID FOR BID NO. 25-17/18 DIRT ROAD PAVING PROJECT –
DISTRICT 1**

**ARTICLE 12
INSURANCE**

The Contractor shall have and maintain insurance in accordance with the requirements of the Contract Documents

**ARTICLE 13
SURETY BONDS**

The contractor shall furnish separate performance and payment bonds to the county, as required by the Invitation to Bid. Each bond shall set forth a penal sum in an amount not less than the Contract Price. Each bond furnished by the Contractor shall incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in such bonds. The performance and payment bonds furnished by the Contractor shall be in form suitable to the County and shall be executed by a surety, or sureties, reasonably acceptable to the County.

**ARTICLE 14
ENTIRE AGREEMENT**

Any modification to this Contract must be supported by an additional, articulated consideration, and must either be in writing, executed by the parties hereto, or, if made orally, should be confirmed in writing, which writing should state the consideration which supports the modification. Failure to confirm an oral modification in writing shall constitute a waiver of any claim for additional compensation with regard to the oral modification. Nothing in this Article shall be construed to limit the County's authority to issue changes.

**ARTICLE 15
SEVERABILITY**

If any term or condition of this Contract or application thereof to any person(s) or circumstances is held invalid, this invalidity shall not affect other terms, conditions or applications which can be give effect without the invalid term, condition, or application. To this end, the terms and conditions of this Contract are agreed to be severable

**ARTICLE 16
WAIVER**

Waiver of any breach of any term or condition of this Contract shall not be deemed a waiver of any prior or subsequent breach, and shall not entitle any party hereto to any subsequent waiver of

**INVITATION TO BID FOR BID NO. 25-17/18 DIRT ROAD PAVING PROJECT –
DISTRICT 1**

any terms hereunder. No term or condition of this Contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

**ARTICLE 17
NOTICES**

All notices to each party to this Contract shall be in writing, and sent as follows:

To County:

Patrick D. Fletcher, Procurement Director
Florence County
180 North Irby Street, MSC-R
Florence, SC 29501
Telephone: (843) 665-3019 E-mail: pfletcher@florenceco.org
Fax: (843) 664-9668

To Contractor:

XXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXX
Telephone: (XXX) XXX-XXXX E-mail:
Fax: (XXX) XXX-XXXX

All notices, demands, requests, consents or approvals that may or are required to be given by any party to another shall be in writing and shall be deemed given if: (i) served personally by hand delivery; (ii) sent by nationally-recognized overnight courier with return receipt; or (iii) sent by Unites States registered or certified mail, by depositing the same in the United States Mail in the continental United States, postage prepaid, return receipt requested and addressed to such other party at the address specified above or at such other place as such other party may from time to time designate by notice in writing to the other parties hereto. Rejection or other refusal to accept a notice, demand, request or consent, or the inability to deliver because of a changed address, of which no notice was given, shall be deemed to be actual receipt thereof. In the event given by registered or certified mail, such notice, demand, request, or consent so mailed shall be effectively conveyed upon receipt or shall be presumed to have been effectively conveyed and received by the addressee 72 hours after deposit of same in the mail, whichever first occurs.

**INVITATION TO BID FOR BID NO. 25-17/18 DIRT ROAD PAVING PROJECT –
DISTRICT 1**

**ARTICLE 18
APPLICABLE LAW**

The laws of South Carolina shall govern this Contract. In any litigation arising under this Contract, all such litigation shall be litigated in the Circuit Court within the Twelfth Judicial Circuit Court of Florence County, South Carolina. Without limitation upon the prevailing party's rights to recovery such fees and costs, the relevant provisions of Section 15-37-10 et seq. of the Code of Laws of South Carolina (1976, as amended) shall apply to this Article, as the case may warrant. This Contract is **not** subject to arbitration.

**ARTICLE 19
SUCCESSOR AND ASSIGNS**

Each party binds itself, its successor, assigns, executors, administrators or other representative to the other party hereto and to successors, assign, executors, administrators or other representatives of such other party in connection with all terms and conditions of this Contract. The Contractor shall not assign this Contract without prior written consent of the County

**INVITATION TO BID FOR BID NO. 25-17/18 DIRT ROAD PAVING PROJECT –
DISTRICT 1**

IN WITNESS WHEREOF, the parties have executed this Agreement in two (2) originals under their several seals the day and year first written above.

WITNESSETH:

FOR CONTRACTOR:

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Federal Tax I.D. No.: XX-XXXXXX

SC Contractor's License Number: XXXXXXX

FOR FLORENCE COUNTY:

Patrick D. Fletcher, CPPB
Procurement Director

K. G. (Rusty) Smith
Florence County Administrator