Bid Package
For
Saxon Avenue Culvert Project

CITY OF SPARTANBURG

JOB NO. SW 1903

January 31, 2019

Proposal No.1819-02-19-01

TABLE OF CONTENTS

Section

Exhibit List

City of Spartanburg
Procurement and Property Division
Post Office Drawer 1749, SC 29304-1749
Phone (864) 596-2049 - Fax (864) 596-2365

Legal Notice

Request for Proposal for

Saxon Avenue Culvert Project

Project.

January 31, 2019

NOTICE IS HEREBY GIVEN –that The City of Spartanburg will receive sealed bids from Contractors to provide services for the Saxon Avenue Culvert Project, adjacent to #530 Saxon Av.

Bids are invited upon the several items and quantities of work as follows:

Contractor will be responsible for removal and installation of approximately 50 feet of 24" RCP from under Saxon Avenue. All work will need to be done to SCDOT specifications. Contractor is responsible for all traffic control, utility locates and sediment/erosion control during construction. Contractor will also be responsible for stockpiling and removal of any debris. Contractor will be responsible for any applicable permits.

Proposal No. 1819-02-19-01

City of Spartanburg, hereby, notifies all proposers that it will affirmatively ensure that all disadvantaged and women's business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of gender, race, color, or national origin in consideration for an award. Each proposer shall attest that they engaged in good faith efforts in an endeavor to achieve the City's M/WBE goal of 15%.

The City of Spartanburg reserves the right to reject any or all proposals or to waive any informality in the qualifications process. Proposals may be held by the City of Spartanburg for a period not to exceed sixty (60) days from the date of the opening of Proposals for the purpose of reviewing the Proposals and investigating the qualifications of prospective parties, prior to awarding of the Contract. The vendor that is awarded the proposal will be required to obtain a City of Spartanburg Business License and all applicable permits and fees. Contractor will be responsible to prove existing experience with similar projects and have verifiable references of at least 3 other similar projects.

Each bid must be accompanied by a Bid Bond payable to the Owner for five (5) percent of the total amount of the Bid. Or approved equal that meets City procurement policies.

A Mandatory Pre-bid will take place on February 12, 2019 at 4:30 P.M at site.
Drawings and Specifications may be purchased from Imaging Technologies Construction Documents, including Drawings and Technical Specifications are on file and can be purchased at ARC , located a 7092 Howard Street #K, Spartanburg, SC (864) 585-8388

Complete proposal package will be available at www.cityofspartanburg.org by following the links for Invitations for bids.

The Bidder to whom the contract is awarded will be required to furnish a corporate surety bond in a sum equal to one hundred percent (100%) of the amount of the proposals or bids.

Sealed Proposals shall be submitted to Carl Wright, Procurement and Property Manager, on or before Tuesday February 19, 2019 no later than 3 PM, City Hall, 145 W. Broad Street, at which time they will be publicly opened and read aloud in the Training Room, same location.

Proposals can be hand delivered or mailed to the following address:

City of Spartanburg
P.O. Box 5107
145 W. Broad Street
Spartanburg, SC. 29304

Attn: Procurement and Property Division

For further information and complete Proposal Package, please contact the Procurement and Property office at (864) 596-2049. Complete proposal package also available at www.cityofspartanburg.org by following the links for Invitations for bids. The following Proposal Number Must be placed on the outer envelope in order for the bid to be Stamped in as accepted on time: **Proposal No: 1819-02-19-01**

PROPOSAL FOR

Saxon Avenue Culvert Project

CITY OF SPARTANBURG

Job No. 1903

BID

FROM:

BIDDER_____ **Date**_____

Address _____ **Telephone**_____

Bidder's License No._____

Contractor's License No._____

TO: CITY OF SPARTANBURG (OWNER)
145 West Broad Street
Post Office Drawer 5107
Spartanburg, S. C. 29304

The undersigned, as bidder, hereby declares that the only person, or persons, interested in this bid as principal(s) is, or are, named herein, and that no other person has any interest in the bid or the contract to be entered into; that this bid is made without connection with any person, company or parties making a bid; and that it is in all respects fair and in good faith without collusion or fraud.

The bidder further declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the contract documents relative thereto; and that he has satisfied himself as to the work to be performed.

The bidder further proposes and agrees, if this bid is accepted, to contract with the Owner in the attached form of agreement, to furnish all material, equipment, tools, apparatus means of transportation, and labor necessary to complete the project in full and complete accordance with the contract documents, to the full and entire satisfaction of the Owner, at the prices and amounts listed below.

The bidder further agrees to commence work on the date stipulated in the notice to proceed and to fully complete the project within the number of consecutive calendar days thereafter as listed below. The bidder also agrees to pay as liquidated damages, the sum as listed below for each consecutive calendar day thereafter the project remains incomplete.

Completion Time 20 days
Liquidated Damages: $300.00 per day

The undersigned Bidder agrees that if this Proposal shall be accepted, the undersigned will, within ten (10) days after notifications of such acceptance, enter into the contract for their performance of all work proposed under this improvement within the number of calendar days as stated herein, and, as a guaranty of the faithful

performance thereof, to furnish at the time of executing the contract a performance bond in an amount not less than one hundred percent (100%) of the total amount bid, and with sureties subject to the approval of the Owner. Upon failure to execute the contract and bond as aforesaid, it is agreed that the undersigned shall forfeit check ac-companying this proposal to the Owner as liquidated damages caused by such failure.

The work consists of the approximate quantities shown herein which will be used as a basis for comparison of bids and not for final estimate. The Owner does not, by expression or by implication, agree that the actual amount of work will correspond with the estimated quantities.

In case of error in extension, the unit price shall govern rather than the amount. For lump sum items, the individual amounts shall govern the total of the bid in case of discrepancy.

The Owner may delete from the contract any or all of the alternates listed in the bid form.

The prices and amounts listed below include all labor, materials, tools, equipment, transportation, removal, overhead, profit, insurance, taxes, etc., to cover the finished work in place

Bidder acknowledges receipt of the following Addenda:

Addenda Received: No._____ _____ _____ _____ _____ _____

Date_____ _____ _____ _____ _____ _____

The undersigned further agrees that in case of failure on his part to execute the said contract and bonds within 10 consecutive calendar days after written notice has been given of the award of the contract, the check and/or bid bond accompanying this bid and the monies payable thereon will be paid into the funds of the Owner as liquidated damages for such failure; otherwise, said check or bid bond will be returned to the undersigned.

The bidder further purposes and agrees hereby to commence the work with adequate forces and equipment within 10 days after being notified by the Owner or Engineer to proceed, and to complete the work within the specified time.

ATTACHED HERETO is a certified check on the _____

_____ **Bank of** _____ **and/or bid bond**

with the _____ **Company for the sum of** _____

Dollars (_____**), made payable to the Owner as a bid guarantee.**

The attached completed and executed Debarred Firms certification is hereby made a part of this bid.

Address:

_____ **Firm**_____

_____ **By**_____**(L.S.)**

Title _____

(SEAL is bid is by a corporation)

INFORMATION FOR BIDDERS

Bids will be received and opened as specified in the advertisement.

1. Bids

a) Each Bid must be submitted in a sealed envelope, as advertised. Each sealed envelope containing a BID must be plainly marked on the outside as ***BID for*** **Saxon Avenue Culvert Project** *,* ***Job No. 1903,*** *and the envelope should bear on the outside the Bid Number, name of BIDDER, his address, all license information, etc., typed thereon and sealed. If forwarded by mail, the sealed envelope contained in the BID must be enclosed in another envelope addressed to the OWNER as advertised.*

b) The Owner may consider informal any bid not prepared and submitted in accordance with the provisions herein and may waive any informalities 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 will not be considered.

c) All bids shall be on the printed form contained herein or on copies thereof, and shall be for all labor, material and equipment required to complete the work embraced in the contract in accordance with the plans and specifications. Bid Documents shall include the Bid, the Bid Quantity, the Non-Collusion Affidavit and the Statement of Bidder's Qualification. Bids shall be typewritten or completed in ink. All blank spaces for bid prices must be filled in, in figures, or in both words and figures if so indicated in the bid form. In addition, any other information requested in the bid form must be completed.

d) Each BIDDER is required to state in his proposal his name and place of residence and the names of all persons interested with him; in case of a corporation the names of other than the president and secretary need not be given. Reference shall be furnished to establish the skill and business standing of the BIDDER.

e) If the Contract is awarded, it will be awarded by the Local Public Agency to a responsible Bidder on the basis of the lowest Bid and the selected Alternative Bid items, if any. The Contract will require the completion of the work according to the Contract Documents.

f) If called for in the bid, each bidder shall submit a price for all alternates listed therein. Failure to do so will result in the bid being considered incomplete and may result in rejection of the bid.

g) On the first sheet of the bid form, the bidder shall write his name and address, his bidder's license number; and contractor's license number, if required. In South Carolina, where a mechanical contract amounts to $10,000 or more, the name and license number of the sub-contractor, where his bid is used, shall also be shown.

h) Following the BID opening, the OWNER shall determine the Items, Alternates, and Additions to be performed. Total BIDS will be calculated by adding the amounts BID by each BIDDER for such ITEMS, Alternates, and Additions, less the Deductions, so selected by the Owner in determining the low responsive, responsible BID. The OWNER reserves the right to reject any and all BIDS.

i) The successful BIDDER will be further required to furnish the OWNER with a complete breakdown of the lump sum BID items to the satisfaction of the ENGINEER, before signing the contract documents.

j) The Owner reserves the right to hold bids for a period of sixty (60) days after date of opening and to award the contract at any time during that period.

k) Five (5) sets of plans and specifications will be furnished the successful Contractor at no cost and any additional sets requested will be furnished at cost.

2. INTERPRETATIONS OR ADDENDA

No oral interpretation will be made to any Bidder as to the meaning of the Contract Documents or any part thereof. Every request for such an interpretation shall be made in writing to the Local Public Agency. Any inquiry received seven or more days prior to the date fixed for opening of Bids will be given consideration. Every interpretation made to a Bidder will be in the form of an Addendum to the Contract Documents, and when issued, will be on file in the office of the Local Public Agency and the office of the Engineer at least five days before Bids are opened. In addition, all Addenda will be mailed to each person holding Contract Documents, but it shall be the Bidder's responsibility to make inquiry as to the Addenda issued. All such Addenda shall become part of the Contract and all Bidders shall be bound by such Addenda, whether or not received by the Bidders.

Each bidder shall acknowledge receipt of all addenda in the spaces provided in the bid form. It shall be each bidder's responsibility to assure himself that all addenda have been received. No claim for failure to receive addenda will be considered.

3. INSPECTION OF SITE

Each Bidder should visit the site of the proposed work and fully acquaint himself with the existing conditions there relating to construction and labor, and should fully inform himself as to the facilities involved, the difficulties and restrictions attending the performance of the Contract. The Bidder should thoroughly examine and familiarize himself with the Drawings, Technical Specifications, and all other Contract Documents. The Contractor by the execution of the Contract shall in no way be relieved of any obligation under it due to his failure to receive or examine any form or legal instrument or to visit the site and acquaint himself with the conditions there existing and the Local Public Agency will be justified in rejecting any claim based on facts regarding which he should have been on notice as a result thereof.

4. ALTERNATIVE BIDS

No alternative bids will be considered unless alternative bids are specifically requested by the technical specifications.

5. BID GUARANTY

Each Bid must be accompanied by a BID BOND payable to the OWNER for five percent of the total amount of the Bid. As soon as the BID prices have been compared, the OWNER will return the bonds of all except the three lowest responsible BIDDERS. When the Agreement is executed the bonds of the two remaining unsuccessful BIDDERS will be returned. The BID BOND of the successful BIDDER will be retained until the payment bond and performance bond have been executed and approved, after which it will be returned. A Certified check may be used in lieu of a BID BOND.

A performance bond and payment bond, each in the amount of 100 percent of the CONTRACT PRICE, with a corporate surety approved by the OWNER, will be required for the faithful performance of the contract in the form attached hereto.

Attorneys-in-fact who sign BID BONDS or payment bonds and performance bonds must file with each bond a certified and effective dated copy of their power of attorney.

6. COLLUSIVE AGREEMENTS

a) Each Bidder submitting a Bid to the Local Public Agency for any portion of the work contemplated by the documents on which Bidding is based shall and attach thereto, an affidavit substantially in the form herein provided, to the effect that he has not entered into a collusive agreement with any other person, firm, or corporation with regard to any Bid submitted.

b) Before executing any subcontract the successful Bidder shall submit the name of any proposed subcontractor for prior approval and an affidavit substantially in the form provided in Section SUBCONTRACTS under GENERAL CONDITIONS PART I hereof.

7. STATEMENT OF BIDDER'S QUALIFICATIONS

Each Bidder shall upon request of the Local Public Agency submit on the form furnished for that purpose (a copy of which is included in the Contract Documents), a statement of the Bidder's qualifications, his experience record in constructing the type of improvements embraced in the contract, his organization and equipment available for the work contemplated, and when specifically requested by the Local Public Agency, a detailed financial statement. The Local Public Agency shall have the right to take such steps as it deems necessary to determine the availability of the Bidder to perform his obligations under the Contract and the Bidder shall furnish the Local Public Agency all such information and data for this purpose as it may request. The right is reserved to reject any Bid where an investigation of the available evidence or information does not satisfy the Local Public Agency that the Bidder is qualified to carry out properly the terms of the Contract.

8. UNIT PRICES

The unit price for each of the several items in the proposal of each Bidder shall include its prorata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price Bid represents the total Bid. Any Bid not conforming to this requirement may be rejected as informal. The special attention of all Bidders is called to this provision, for should questions make it necessary to revise the quantities, no limit will be fixed for such increased or decreased quantities nor extra compensation allowed, provided the net monetary value of all such additive and subtractive changes in quantities of such items of work (i.e., difference in cost) shall not increase or decrease the original contract price by more than twenty-five (25%) percent, except for work not covered in the Drawings and Technical Specifications as provided for in Section CHANGES IN THE WORK under GENERAL CONDITIONS Part I hereof.

The quantities listed in the proposal form are to be considered as approximate and are to be used only for the comparison of the BIDS and as basis for computing amounts of security or penal sums of bonds to be furnished. The unit prices to be tendered by the BIDDERS are to be tendered expressly for the scheduled quantities as they may be increased or decreased. Payments, except for lump sum contracts, and except for lump sum items in unit price contracts, will be made to the CONTRACTOR for the actual quantities only of work performed or materials furnished in accordance with the plans and specifications, and it is understood that the scheduled quantities of work to be done and materials to be furnished may each be increased or diminished without in any way invalidating the unit BID prices.

9. CORRECTIONS

Bids which are incomplete, unbalanced, conditional or obscure, or which contain additions not called for, erasures, alterations or irregularities of any kind, or which do not comply with the contract documents may be rejected at the option of the Owner.

Erasures or other changes in the Bids must be explained or noted over the signature of the Bidder.

10. TIME FOR RECEIVING BIDS

a) *Bids received prior to the advertised hour of opening will be securely kept, sealed. The officer whose duty it is to open them will decide when the specified time has arrived, and no Bid received thereafter will be considered: except that when a Bid arrives by mail after the time fixed for opening, but before the reading of all other Bids is completed, and it is shown to the satisfaction of the Local Public Agency that the non-arrival on time was due solely to delay in the mail for which the Bidder was not responsible, such Bid will be received and considered.*

11. OPENING OF BIDS

At the time and place fixed for the opening of Bids, the Local Public Agency will cause to be opened and publicly read aloud every Bid received within the time set for receiving Bids, irrespective of any irregularities therein. Bidders and other persons properly interested may be present, in person or by representative.

12. *WITHDRAWAL OF BIDS*

Bids may be withdrawn on written or telegraphic request dispatched by the Bidder in time for delivery in the normal course of business to the time fixed for opening; provided, that written confirmation of any telegraphic withdrawal over the signature of the Bidder is placed in the mail and postmarked prior to the time set for Bid opening. The Bid guaranty of any Bidder withdrawing his Bid in accordance with the foregoing conditions will be returned promptly.

13. *AWARD OF CONTRACT: REJECT OF BIDS*

a) *The Contract will be awarded to the responsible Bidder submitting the lowest Bid complying with the conditions of the Invitation for Bids. The Bidder to whom the award is made will be notified at the earliest possible date. The Local Public Agency, however, reserves the right to reject any and all Bids and to waive any informality in Bids received whenever such rejection or waiver is in its interest.*

b) *The Local Public Agency reserves the right to consider as unqualified to do the work of general construction any Bidder who does not habitually perform with his own forces the major portions of the work involved in construction of the Improvements embraced in this Contract.*

14. *EXECUTION OF AGREEMENT: PERFORMANCE BOND, PAYMENT BOND, BUSINESS LICENSE*

a) *Subsequent to the award and within ten (10) days after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the Local Public Agency an Agreement in the form included in the Contract Documents such number of copies as the Local Public Agency may require.*

b) *Having satisfied all conditions of award as set forth elsewhere in these documents, the successful Bidder shall, within the period specified in paragraph "a" above, furnish a surety bond in a penal sum not less than the amount of the Contract as awarded, as security for the faithful performance of the Contract, and for the payment of all persons, firms, or corporations to whom the Contractor may become legally indebted for labor, materials, tools, equipment, or services of any nature including utility and transportation services, employed or used by him in performing the work. Such bond shall be in the same form as that included in the Contract Documents and shall bear the same date as, or a date subsequent to that of the Agreement. The current power of attorney for the person who signs for any surety company shall be attached to such bond. This bond shall be obtained from companies holding certificates of authority as acceptable sureties (31 CFR 223).*

c) *The failure of the successful Bidder to execute such Agreement and to supply the required bond or bonds within ten days after the prescribed forms are presented for signature, or within such extended period as the Local Public Agency may grant, based upon reasons determined sufficient by the Local Public Agency, shall constitute a default, and the Local Public Agency may either award the Contract to the next lowest responsible Bidder or re-advertise for Bids, and may charge against the Bidder the difference between the amount of the Bid and the amount for which a Contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the Bid Bond. If a more favorable Bid is received by re-advertising the defaulting Bidder shall have no claim against the Public Agency for a refund.*

d) *The NOTICE OF AWARD shall be accompanied by the necessary Agreement and bond forms.*

15. *NOTICE TO PROCEED*

The NOTICE TO PROCEED shall be issued within 10 days of the execution of the Agreement by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period, the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the 10 day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

16. *WAGES AND SALARIES*

a) *Attention of Bidders is particularly called to the requirements concerning the payment of not less than the prevailing wage and salary rates specified in the Contract Documents and the conditions of employment with respect to certain categories and classifications of employees. See GENERAL CONDITIONS PART II.*

b) *The rates of pay set forth under GENERAL CONDITIONS, PART II, are the minimums to be paid during the life of the Contract. It is therefore, the responsibility of Bidders to inform themselves as to local labor conditions, such as the length of work day and work week, overtime compensation, health and welfare contributions, labor supply and prospective changes or adjustments of rates.*

17. *EQUAL EMPLOYMENT OPPORTUNITY*

a) *Attention of Bidders is particularly called to the requirement for ensuring that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, or national origin. (See Section EQUAL EMPLOYMENT OPPORTUNITY under GENERAL CONDITIONS PART I hereof).*

b) *Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)*

The offerer's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

The goals for minority and female participation are applicable to the entire Contractor's Construction work (whether or not it is Federal or federally assisted) performed in the covered areas.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a). And its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulation in 41 CFR, Part 60-4. Compliance with the goals will be measured against the total work hours performed.

1. *The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 days of award of any construction subcontract in excess of $10,000.00 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.*

2. *As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is (insert description of the geographical areas where the contract is to be performed giving the state, county, and city, if any).*

GENERAL GUARANTY

3. *Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of the Improvements embraced in this Contract by the Local Public Agency or the public shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor of liability in respect to any express warranties of responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting there from which shall appear within a period of 12 months from the date of final acceptance of the work. The Local Public Agency will be given notice of defective materials and work with reasonable promptness.*

18. *LOCAL PUBLIC AGENCY*

Wherever the term "Local Public Agency" is referenced in the contract documents, it shall mean the Owner which is the City of Spartanburg, S. C.

19. *TAXES*

Attention is called to the following provisions of the South Carolina Tax laws:

South Carolina law requires that a withholding tax of two percent (2%) be withheld from payments made to non-resident contractors performing a business of temporary nature in South Carolina, and provided the contract exceeds $10,000. The withholding of two percent (2%) may be waived provided the nonresident taxpayer posts with the South Carolina Tax Commission a non-resident withholding tax bond. This provision insures the South Carolina Tax Commission that the non-resident contractor will comply with applicable provisions of the Income Tax Act of 1926, as amended. The prime contractor or employer of the non-resident contractor is held responsible for the tax due to be withheld and must withhold the tax unless he is notified by the South Carolina Tax Commission that a non-resident withholding bond has been posted covering the contract in question.

a) In addition to the above, the non-resident contractor is required to act as withholding agent for the State of South Carolina and withhold tax from wages paid to his employees working in South Carolina. It is the responsibility of the non-resident contractor to apply for an employer account number and file the quarterly withholding reports on or before the appropriate due dates.

20. ENGINEER

Wherever the "Engineer" is referenced in the contract documents, it shall mean the City Storm Water Manager, P. O. Drawer 1749, Spartanburg, S. C. 29304, telephone (864) 596-2089.

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of South Carolina)
ss.
County of Spartanburg)

_____, *being first duly sworn, deposes and says that:*

1) *He is* _____ *OF* _____, *the Bidder that has submitted the attached Bid:*

2) *He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid:*

3) *Such Bid is genuine and is not a collusive or sham Bid:*

4) *Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Spartanburg, S.C. or any person interested in the proposed Contract; and .*

5) *The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.*

*(signed)*_____
Title

Subscribed and sworn to before me this

_____ *day of* _____, *20*____

_____

_____
Title

BID BOND[5]

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned,

_____ *as PRINCIPAL, AND*
_____ *as SURETY are held and firmly bound unto* _____ *hereinafter called the "Local Public Agency", in the penal sum of* _____ *Dollars, ($*_____*) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.*

THE CONDITION OF THIS OBLIGATION IS SUCH, that Whereas the Principal has submitted the Accompanying Bid,

dated _____*, 20*_____*, for* _____

_____

NOW, THEREFORE, if the Principal shall not withdraw said Bid within the period specified therein after the said opening, and shall within the period specified therefore, or if no period be specified, within the (10) days after the prescribed forms are presented to him for signature, enter into a written Contract with the Local Public Agency in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract: or in the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such bond within the time specified, if the Principal shall pay the Local Public Agency the difference between the amount specified to said Bid and the amount for which the Local Public Agency may procure the required work or supplies for both, if the latter be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this _____ *day of* _____*, 20*___*, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.*

_____

_____ ***(Seal)***
_____ ***(Seal)***

Attest: ***By:*** _____

_____

_____

By: _____ ***Affix Corporate Seal***

(continued next page)

[5]*Forms of Bid Bonds prepared to meet the requirements of local or State laws or the needs of the Local Public should be substituted for this form where necessary.*
-1-

Attest:

_____ _____

By: _____ ***Affix Corporate Seal***

_____ _____

Countersigned

by _____

[6]***Attorney-in-Fact, State of*** _____

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, ***certify that I am the*** _____, ***Secretary of the Corporation named as Principal in the within bond: that*** _____ ***who signed the said bond on behalf of the Principal was then*** _____ ***of said corporation: that I know his signature, and his signature thereto is genuine: and that said bond was duly signed, sealed, and attested to, for and in behalf of said corporation by authority of this governing body.***

_____ ***(Corporate Seal)***

Title: _____

[6]*Power-of-attorney for person signing for surety company must be attached to bond.*

STATEMENT OF BIDDER'S QUALIFICATIONS

(To be submitted by the Bidder only upon the specific request of the Local Public Agency.)

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

1. Name of Bidder.

2. Permanent main office address.

3. When organized.

4. If a corporation, where incorporated.

5. How many years have you been engaged in the contracting business under your present firm or trade name?

6. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)

7. General character or work performed by your Company.

8. Have you ever failed to complete any work awarded to you?

9. Have you ever defaulted on a contract?

10. List the more important projects recently completed by your Company, stating the approximate cost for each, and the month and year completed.

11. List your major equipment available for this contract.

12. Experience in construction work similar in importance to this project.

13. Background and experience of the principal members of your organization, including the officers.

14. Credit Available: $_____.

15. Give Bank Reference: _____.

16. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the City of Spartanburg?

17. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Spartanburg in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated at _____ this _____ day of, 20____.

_____

By: _____

Title: _____

State of _____*)*
)
County of _____*)*

_____ *being duly sworn, deposes and says that he/she is* _____ *of* _____ _____ *and that the answers to the foregoing questions and all statements therein contained are true and correct.*

Subscribed and sworn to before me this the _____ *day of* _____*, 20___.*

_____
(Name) Notary Public for (State)

*My Commission Expires*_____

EXHIBIT A
SCOPE OF WORK
(BY OWNER)

Contractor will be responsible for removal and installation of approximately 50 feet of 24" RCP from under Saxon Avenue. All work will need to be done to SCDOT specifications. Contractor is responsible for all traffic control, utility locates and sediment/erosion control during construction. Contractor will also be responsible for stockpiling and removal of any debris. Contractor will be responsible for any applicable permits.

<u>WORK TO BE COMPLETED IN 20 DAYS.</u>

EXHIBIT A-1
SPECIFICATIONS

SECTION 02230 - SITE CLEARING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions apply to this Section.

1.2 SUMMARY

A. This Section includes the following:

1. Protecting existing trees and vegetation to remain.
2. Removing trees and other vegetation.
3. Clearing and grubbing.
4. Topsoil stripping.
5. Removing above-grade site improvements.
6. Disconnecting, capping or sealing, and abandoning site utilities in place.

B. Related Sections include the following:

1. "Field Engineering" for verifying utility locations and for recording field measurements.
2. "Construction Facilities and Temporary Controls" for temporary utilities, temporary construction and support facilities, temporary security and protection facilities, and environmental protection measures during site operations.
3. "Selective Demolition" for partial demolition of buildings or structures undergoing alterations.
4. "Tree Protection and Trimming" for protecting trees remaining on-site that are affected by site operations.
5. "Earthwork" for soil materials, excavating, backfilling, and site grading.
6. "Landscaping" for finish grading, including placing and preparing topsoil for lawns and planting.

1.3 DEFINITIONS

A. Topsoil: Natural or cultivated surface-soil layer containing organic matter and sand, silt, and clay particles; friable, pervious, and black or a darker shade of brown, gray, or red than underlying subsoil; reasonably free of subsoil, clay lumps, gravel, and other objects more than 2 inches in diameter; and free of weeds, roots, and other deleterious materials.

1.4 MATERIALS OWNERSHIP

A. Except for materials indicated to be stockpiled or to remain Owner's property, cleared materials shall become Contractor's property and shall be removed from the site.

1.5 SUBMITTALS

A. Photographs or videotape, sufficiently detailed, of existing conditions of trees and plantings, adjoining construction, and site improvements that might be misconstrued as damage caused by site clearing.

B. Record drawings: Identify and accurately locate capped utilities and other subsurface structural, electrical, and mechanical conditions.

1.6 QUALITY ASSURANCE

A. PreConstruction Conference: Conduct conference at Project site.

1.7 PROJECT CONDITIONS

A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.

1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
2. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.

B. Improvements on Adjoining Property: Authority for performing indicated removal and alteration work on property adjoining Owner's property will be obtained by Owner before award of Contract.

C. Salvable Improvements: Carefully remove items indicated to be salvaged and store on Owner's premises where indicated.

D. Notify utility locator service for area where Project is located before site clearing.

PART 2 - PRODUCTS (Not Applicable)

2.1 SOIL MATERIALS

A. Satisfactory Soil Materials: Requirements for satisfactory soil materials are specified in Section 02300 "Earthwork."

1. Obtain approved borrow soil materials off-site when satisfactory soil materials are not available on-site.

PART 3 - EXECUTION

3.1 PREPARATION

A. Protect and maintain benchmarks and survey control points from disturbance during construction.

B. Provide erosion-control measures to prevent soil erosion and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

C. Locate and clearly flag trees and vegetation to remain or to be relocated.

D. Protect existing site improvements to remain from damage during construction.

1. Restore damaged improvements to their original condition, as acceptable to Owner.

3.2 TREE PROTECTION

A. Erect and maintain a temporary fence around drip line of individual trees or around perimeter drip line of groups of trees to remain. Remove fence when construction is complete.

1. Do not store construction materials, debris, or excavated material within drip line of remaining trees.
2. Do not permit vehicles, equipment, or foot traffic within drip line of remaining trees.

B. Do not excavate within drip line of trees, unless otherwise indicated.

C. Where excavation for new construction is required within drip line of trees, hand clear and excavate to minimize damage to root systems. Use narrow-tine spading forks, comb soil to expose roots, and cleanly cut roots as close to excavation as possible.

1. Cover exposed roots with burlap and water regularly.
2. Temporarily support and protect roots from damage until they are permanently relocated and covered with soil.
3. Coat cut faces of roots more than 1-1/2 inches in diameter with an emulsified asphalt or other approved coating formulated for use on damaged plant tissues.
4. Cover exposed roots with wet burlap to prevent roots from drying out. Backfill with soil as soon as possible.

D. Repair or replace trees and vegetation indicated to remain that are damaged by construction operations, in a manner approved by Architect.

1. Employ a qualified arborist, licensed in jurisdiction where Project is located, to submit details of proposed repairs and to repair damage to trees and shrubs.
2. Replace trees that cannot be repaired and restored to full-growth status, as determined by the qualified arborist.

3.3 UTILITIES

A. Owner will arrange for disconnecting and sealing indicated utilities that serve existing structures before site clearing when requested by Contractor.

1. Verify that utilities have been disconnected and capped before proceeding with site clearing.

B. Locate, identify, disconnect, and seal or cap off utilities indicated to be removed.

1. Owner will arrange to shut off indicated utilities when requested by Contractor.
2. Arrange to shut off indicated utilities with utility companies.

C. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:

1. Notify Engineer not less than two days in advance of proposed utility interruptions.
2. Do not proceed with utility interruptions without Architect's written permission.

3.4 CLEARING AND GRUBBING

A. Remove obstructions, trees, shrubs, grass, and other vegetation to permit installation of new construction. Removal includes digging out stumps and obstructions and grubbing roots.

1. Do not remove trees, shrubs, and other vegetation indicated to remain or to be relocated.
2. Cut minor roots and branches of trees indicated to remain in a clean and careful manner where such roots and branches obstruct installation of new construction.
3. Completely remove stumps, roots, obstructions, and debris extending to a depth of 18 inches below exposed subgrade.
4. Use only hand methods for grubbing within drip line of remaining trees.

B. Fill depressions caused by clearing and grubbing operations with satisfactory soil material, unless further excavation or earthwork is indicated.

1. Place fill material in horizontal layers not exceeding 8-inch loose depth, and compact each layer to a density equal to adjacent original ground.

3.5 TOPSOIL STRIPPING

A. Remove sod and grass before stripping topsoil.

B. Strip topsoil to whatever depths are encountered in a manner to prevent intermingling with underlying subsoil or other waste materials.

1. Strip surface soil of unsuitable topsoil, including trash, debris, weeds, roots, and other waste materials.

C. Stockpile topsoil materials away from edge of excavations without intermixing with subsoil. Grade and shape stockpiles to drain surface water. Cover to prevent windblown dust.

1. Limit height of topsoil stockpiles to 72 inches.
2. Do not stockpile topsoil within drip line of remaining trees.
3. Dispose of excess topsoil as specified for waste material disposal.
4. Stockpile surplus topsoil and allow for respreading deeper topsoil.

3.6 SITE IMPROVEMENTS

A. Remove existing above- and below-grade improvements as indicated and as necessary to facilitate new construction.

B. Remove slabs, paving, curbs, gutters, and aggregate base as indicated.

1. Unless existing full-depth joints coincide with line of demolition, neatly saw-cut length of existing pavement to remain before removing existing pavement. Saw-cut faces vertically.

3.7 DISPOSAL

A. Disposal: Remove surplus soil material, unsuitable topsoil, obstructions, demolished materials, and waste materials, including trash and debris, and legally dispose of them off Owner's property.

END OF SECTION 02230

SECTION 02300 - EARTHWORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions apply to this Section.

1.2 SUMMARY

A. This Section includes the following:

1. Preparing subgrades for pavements.
2. Excavating and backfilling.
3. Subbase course for pavements.
4. Base course for asphalt paving.

B. Related Sections include the following:

1. "Unit Prices" for a schedule of unit prices.
2. "Construction Facilities and Temporary Controls."
3. "Site Clearing" for site stripping, grubbing, removing topsoil, and protecting trees to remain.

1.3 UNIT PRICES

A. Rock Measurement: Volume of rock actually removed, measured in original position, but not to exceed the following:
1. 6 inches beneath pipe in trenches, and the greater of 24 inches wider than pipe or 42 inches wide.

B. Unit prices for rock excavation include replacement with approved materials.

1.4 DEFINITIONS

A. Backfill: Soil materials used to fill an excavation.

1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
2. Final Backfill: Backfill placed over initial backfill to fill a trench.

B. Base Course: Layer placed between the subbase course and asphalt paving.

C. Bedding Course: Layer placed over the excavated subgrade in a trench before laying pipe.

D. Borrow: Satisfactory soil imported from off-site for use as fill or backfill.

E. Drainage Course: Layer supporting slab-on-grade used to minimize capillary flow of pore water.

F. Excavation: Removal of material encountered above subgrade elevations.

1. Additional Excavation: Excavation below subgrade elevations as directed by Engineer. Additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work.
2. Bulk Excavation: Excavations more than 10 feet in width and pits more than 30 feet in either length or width.
3. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated dimensions without direction by Architect. Unauthorized excavation, as well as remedial work directed by Engineer, shall be without additional compensation.

G. Fill: Soil materials used to raise existing grades.

H. Rock: Rock material in beds, ledges, unstratified masses, and conglomerate deposits and boulders of rock material exceeding 1 cu. yd. for bulk excavation or 3/4 cu. yd. for footing, trench, and pit excavation that cannot be removed by rock excavating equipment equivalent to the following in size and performance ratings, without systematic drilling, ram hammering, ripping, or blasting, when permitted:

I. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.

J. Subbase Course: Layer placed between the subgrade and base course for asphalt paving, or layer placed between the subgrade and a concrete pavement or walk.

K. Subgrade: Surface or elevation remaining after completing excavation, or top surface of a fill or backfill immediately below subbase, drainage fill, or topsoil materials.

L. Utilities include on-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.

1.5 SUBMITTALS

A. Product Data: For the following:
1. Drainage fabric.
2. Separation fabric.

B. Samples: For the following:
1. 12-by-12-inch sample of drainage fabric.
2. 12-by-12-inch sample of separation fabric.

C. Material Test Reports: From a qualified testing agency indicating and interpreting test results for compliance of the following with requirements indicated:

1. Classification according to ASTM D 2487 of each on-site or borrow soil material proposed for fill and backfill.
2. Laboratory compaction curve according to ASTM D 698 for each on-site or borrow soil material proposed for fill and backfill.

D. Blasting plan approved by authorities having jurisdiction, for record purposes.

E. Seismic survey agency report, for record purposes.

1.6 QUALITY ASSURANCE

A. Comply with applicable requirements of NFPA 495, "Explosive Materials Code."

B. Seismic Survey Agency: An independent testing agency, acceptable to authorities having jurisdiction, experienced in seismic surveys and blasting procedures to perform the following services:

1. Report types of explosive and sizes of charge to be used in each area of rock removal, types of blasting mats, sequence of blasting operations, and procedures that will prevent damage to site improvements and structures on Project site and adjacent properties.
2. Seismographic monitoring services during blasting operations.

C. Geotechnical Testing Agency Qualifications: An independent testing agency qualified according to ASTM E 329 to conduct soil materials and rock-definition testing, as documented according to ASTM D 3740 and ASTM E 548.

D. Preexcavation Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Project Meetings."

1.7 PROJECT CONDITIONS

A. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted in writing by Architect and then only after arranging to provide temporary utility services according to requirements indicated:

1. Notify Engineer not less than two days in advance of proposed utility interruptions.
2. Do not proceed with utility interruptions without Architect's written permission.
3. Contact utility-locator service for area where Project is located before excavating.

B. Demolish and completely remove from site existing underground utilities indicated to be removed. Coordinate with utility companies to shut off services if lines are active.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.

B. Satisfactory Soils: ASTM D 2487 soil classification groups GW, GP, GM, SW, SP, and SM, or a combination of these group symbols; free of rock or gravel larger than 3 inches in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter.

C. Unsatisfactory Soils: ASTM D 2487 soil classification groups GC, SC, ML, MH, CL, CH, OL, OH, and PT, or a combination of these group symbols.

1. Unsatisfactory soils also include satisfactory soils not maintained within 2 percent of optimum moisture content at time of compaction.

D. Backfill and Fill: Satisfactory soil materials.

E. Subbase: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 90 percent passing a 1-1/2- inch sieve and not more than 12 percent passing a No. 200 sieve.

F. Base: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 95 percent passing a 1-1/2-inch sieve and not more than 8 percent passing a No. 200 sieve.

G. Engineered Fill: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 90 percent passing a 1-1/2-inch sieve and not more than 12 percent passing a No. 200 sieve.

H. Bedding: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; except with 100 percent passing a 1-inch sieve and not more than 8 percent passing a No. 200 sieve.

I. Drainage Fill: Washed, narrowly graded mixture of crushed stone, or crushed or uncrushed gravel; ASTM D 448; coarse-aggregate grading Size 57; with 100 percent passing a 1-1/2- inch sieve and 0 to 5 percent passing a No. 8 sieve.

J. Filter Material: Narrowly graded mixture of natural or crushed gravel, or crushed stone and natural sand; ASTM D 448; coarse-aggregate grading Size 67; with 100 percent passing a 1-inch sieve and 0 to 5 percent passing a No. 4 sieve.

K. Impervious Fill: Clayey gravel and sand mixture capable of compacting to a dense state.

2.2 ACCESSORIES

A. Warning Tape: Acid- and alkali-resistant polyethylene film warning tape manufactured for marking and identifying underground utilities, 6 inches wide and 4 mils thick, continuously inscribed with a description of the utility; colored as follows:

B. Detectable Warning Tape: Acid- and alkali-resistant polyethylene film warning tape manufactured for marking and identifying underground utilities, minimum 6 inches wide and 4 mils thick, continuously inscribed with a description of utility, with metallic core encased in a protective jacket for corrosion protection, detectable by metal detector when tape is buried up to 30 inches deep; colored as follows:

1. Red: Electric.
2. Yellow: Gas, oil, steam, and dangerous materials.
3. Orange: Telephone and other communications.
4. Blue: Water systems.
5. Green: Sewer systems.

C. Drainage Fabric: Nonwoven geotextile, specifically manufactured as a drainage geotextile; made from polyolefins, polyesters, or polyamides; and with the following minimum properties determined according to ASTM D 4759 and referenced standard test methods:

1. Grab Tensile Strength: 110 lbf; ASTM D 4632.
2. Tear Strength: 40 lbf ; ASTM D 4533.
3. Puncture Resistance: 50 lbf ; ASTM D 4833.
4. Water Flow Rate: 150 gpm per sq. ft.; ASTM D 4491.
5. Apparent Opening Size: No. 50; ASTM D 4751.

D. Separation Fabric: Woven geotextile, specifically manufactured for use as a separation geotextile; made from polyolefins, polyesters, or polyamides; and with the following minimum properties determined according to ASTM D 4759 and referenced standard test methods:

1. Grab Tensile Strength: 200 lbf; ASTM D 4632.

2. Tear Strength: 75 lbf; ASTM D 4533.
3. Puncture Resistance: 90 lbf; ASTM D 4833.
4. Water Flow Rate: 4 gpm per sq. ft.; ASTM D 4491.
5. Apparent Opening Size: No. 30; ASTM D 4751.

PART 3 - EXECUTION

3.1 PREPARATION

A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.

B. Protect subgrades and foundation soils against freezing temperatures or frost. Provide protective insulating materials as necessary.

C. Provide erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

3.2 DEWATERING

A. Prevent surface water and ground water from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area.

B. Protect subgrades from softening, undermining, washout, and damage by rain or water accumulation.

1. Reroute surface water runoff away from excavated areas. Do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches.
2. Install a dewatering system to keep subgrades dry and convey ground water away from excavations. Maintain until dewatering is no longer required.

3.3 EXPLOSIVES

A. Explosives: Do not use explosives.

3.4 EXCAVATION, GENERAL

A. Unclassified Excavation: Excavation to subgrade elevations regardless of the character of surface and subsurface conditions encountered, including rock, soil materials, and obstructions.

1. If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soil materials.

B. Classified Excavation: Excavation to subgrade elevations classified as earth and rock. Rock excavation will be paid for by adjusting the Contract Sum according to unit prices included in the Contract Documents.

1. Earth excavation includes excavating pavements and obstructions visible on surface; underground structures, utilities, and other items indicated to be removed; together with soil, boulders, and other materials not classified as rock or unauthorized excavation.

a. Intermittent drilling; blasting, if permitted; ram hammering; or ripping of material not classified as rock excavation is earth excavation.

2. Rock excavation includes removal and disposal of rock.

a. Do not excavate rock until it has been classified and cross-sectioned by Architect.

3.5 EXCAVATION FOR WALKS AND PAVEMENTS

A. Excavate surfaces under walks and pavements to indicated cross sections, elevations, and grades.

3.6 EXCAVATION FOR UTILITY TRENCHES

A. Excavate trenches to indicated gradients, lines, depths, and elevations.

1. Beyond building perimeter, excavate trenches to allow installation of top of pipe below frost line.

B. Excavate trenches to uniform widths to provide a working clearance on each side of pipe or conduit. Excavate trench walls vertically from trench bottom to 12 inches higher than top of pipe or conduit, unless otherwise indicated.

1. Clearance: 12 inches on each side of pipe or conduit.
2. Clearance: As indicated.

C. Trench Bottoms: Excavate and shape trench bottoms to provide uniform bearing and support of pipes and conduit. Shape subgrade to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits. Remove projecting stones and sharp objects along trench subgrade.

1. For pipes and conduit less than 6 inches in nominal diameter and flat-bottomed, multiple-duct conduit units, hand-excavate trench bottoms and support pipe and conduit on an undisturbed subgrade.
2. For pipes and conduit 6 inches or larger in nominal diameter, shape bottom of trench to support bottom 90 degrees of pipe circumference. Fill depressions with tamped sand backfill.
3. Excavate trenches 6 inches deeper than elevation required in rock or other unyielding bearing material to allow for bedding course.

D. Trench Bottoms: Excavate trenches 4 inches deeper than bottom of pipe elevation to allow for bedding course. Hand excavate for bell of pipe.

1. Excavate trenches 6 inches deeper than elevation required in rock or other unyielding bearing material to allow for bedding course.

3.7 APPROVAL OF SUBGRADE

A. Notify Engineer when excavations have reached required subgrade.

B. If Architect determines that unsatisfactory soil is present, continue excavation and replace with compacted backfill or fill material as directed.

1. Additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work.

C. Proof roll subgrade with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding. Do not proof roll wet or saturated subgrades.

D. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Engineer.

3.8 UNAUTHORIZED EXCAVATION

A. Fill unauthorized excavation under foundations or wall footings by extending bottom elevation of concrete foundation or footing to excavation bottom, without altering top elevation. Lean concrete fill may be used when approved by Engineer.

1. Fill unauthorized excavations under other construction or utility pipe as directed by Engineer.

3.9 STORAGE OF SOIL MATERIALS

A. Stockpile borrow materials and satisfactory excavated soil materials. Stockpile soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.

1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

3.10 BACKFILL

A. Place and compact backfill in excavations promptly, but not before completing the following:

1. Construction below finish grade including, where applicable, dampproofing, waterproofing, and perimeter insulation.
2. Surveying locations of underground utilities for record documents.
3. Inspecting and testing underground utilities.
4. Removing concrete formwork.
5. Removing trash and debris.
6. Removing temporary shoring and bracing, and sheeting.
7. Installing permanent or temporary horizontal bracing on horizontally supported walls.

3.11 UTILITY TRENCH BACKFILL

A. Place and compact bedding course on trench bottoms and where indicated. Shape bedding course to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits.

B. Backfill trenches excavated under footings and within 18 inches of bottom of footings; fill with concrete to elevation of bottom of footings.

C. Provide 4-inch-thick, concrete-base slab support for piping or conduit less than 30 inches below surface of roadways. After installing and testing, completely encase piping or conduit in a minimum of 4 inches of concrete before backfilling or placing roadway subbase.

D. Place and compact initial backfill of subbase material, free of particles larger than 1 inch, to a height of 12 inches over the utility pipe or conduit.

1. Carefully compact material under pipe haunches and bring backfill evenly up on both sides and along the full length of utility piping or conduit to avoid damage or displacement of utility system.

E. Coordinate backfilling with utilities testing.

F. Fill voids with approved backfill materials while shoring and bracing, and as sheeting is removed.

G. Place and compact final backfill of satisfactory soil material to final subgrade.

H. Install warning tape directly above utilities, 12 inches below finished grade, except 6 inches below subgrade under pavements and slabs.

3.12 FILL

A. Preparation: Remove vegetation, topsoil, debris, unsatisfactory soil materials, obstructions, and deleterious materials from ground surface before placing fills.

B. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.

C. Place and compact fill material in layers to required elevations as follows:

1. Under grass and planted areas, use satisfactory soil material.
2. Under walks and pavements, use satisfactory soil material.
3. Under steps and ramps, use engineered fill.
4. Under building slabs, use engineered fill.
5. Under footings and foundations, use engineered fill.

3.13 MOISTURE CONTROL

A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill layer before compaction to within 2 percent of optimum moisture content.

1. Do not place backfill or fill material on surfaces that are muddy, frozen, or contain frost or ice.
2. Remove and replace, or scarify and air-dry, otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.

3.14 COMPACTION OF BACKFILLS AND FILLS

A. Place backfill and fill materials in layers not more than 8 inches in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches in loose depth for material compacted by hand-operated tampers.

B. Place backfill and fill materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure.

C. Compact soil to not less than the following percentages of maximum dry unit weight according to ASTM D 698:

1. Under structures, building slabs, steps, and pavements, scarify and recompact top 12 inches of existing subgrade and each layer of backfill or fill material at 95 percent.

2. Under walkways, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill material at 92 percent.
3. Under lawn or unpaved areas, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill material at 85 percent.

3.15 GRADING

A. General: Uniformly grade areas to a smooth surface, free from irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.

1. Provide a smooth transition between adjacent existing grades and new grades.
2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.

B. Site Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to required elevations within the following tolerances:

1. Lawn or Unpaved Areas: Plus or minus 1 inch.
2. Walks: Plus or minus 1 inch.
3. Pavements: Plus or minus 1/2 inch.

3.16 SUBBASE AND BASE COURSES

A. Install separation fabric on prepared subgrade according to manufacturer's written instructions, overlapping sides and ends.

B. Under pavements and walks, place subbase course on separation fabric according to fabric manufacturer's written instructions and as follows:

C. Under pavements and walks, place subbase course on prepared subgrade and as follows:

1. Place base course material over subbase.
2. Compact subbase and base courses at optimum moisture content to required grades, lines, cross sections, and thickness to not less than 95 percent of maximum dry unit weight according to ASTM D 1557.
3. Shape subbase and base to required crown elevations and cross-slope grades.
4. When thickness of compacted subbase or base course is 6 inches or less, place materials in a single layer.
5. When thickness of compacted subbase or base course exceeds 6 inches, place materials in equal layers, with no layer more than 6 inches thick or less than 3 inches thick when compacted.

D. Pavement Shoulders: Place shoulders along edges of subbase and base course to prevent lateral movement. Construct shoulders, at least 12 inches wide, of satisfactory soil materials and compact simultaneously with each subbase and base layer to not less than 95 percent of maximum dry unit weight according to ASTM D 1557.

3.17 FIELD QUALITY CONTROL

A. Testing Agency: Owner will engage a qualified independent geotechnical engineering testing agency to perform field quality-control testing.

B. Allow testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earthwork only after test results for previously completed work comply with requirements.

C. Testing agency will test compaction of soils in place according to ASTM D 1556, ASTM D 2167, ASTM D 2922, and ASTM D 2937, as applicable. Tests will be performed at the following locations and frequencies:

1. Paved Areas: At subgrade and at each compacted fill and backfill layer, at least one test for every 2000 sq. ft. or less of paved area or building slab, but in no case fewer than three tests.

D. When testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil to depth required; recompact and retest until specified compaction is obtained.

3.18 PROTECTION

A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.

B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.

1. Scarify or remove and replace soil material to depth as directed by Architect; reshape and recompact.

C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.

1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to the greatest extent possible.

3.19 DISPOSAL OF SURPLUS AND WASTE MATERIALS

A. Disposal: Remove surplus satisfactory soil and waste material, including unsatisfactory soil, trash, and debris, and legally dispose of it off Owner's property.

END OF SECTION 02300

SECTION 02511 - HOT-MIX ASPHALT PAVING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions apply to this Section.

1.2 SUMMARY

A. This Section includes the following:

1. Hot-mix asphalt paving.
2. Hot-mix asphalt patching.

B. Related Sections include the following:
Section 2300 "Earthwork" for aggregate subbase and base courses.

1.3 SYSTEM DESCRIPTION

A. Provide hot-mix asphalt pavement according to the materials, workmanship, and other applicable requirements of the standard specifications of the state or of authorities having jurisdiction.

1. Standard Specification: As indicated.
2. Measurement and payment provisions and safety program submittals included in standard specifications do not apply to this Section.

1.4 SUBMITTALS

A. Product Data: For each product specified. Include technical data and tested physical and performance properties.

B. Job-Mix Designs: Certification, by authorities having jurisdiction, of approval of each job mix proposed for the Work.

C. Job-Mix Designs: For each job mix proposed for the Work.

D. Shop Drawings: Indicate pavement markings, lane separations, and defined parking spaces. Indicate dedicated handicapped spaces with international graphics symbol.

E. Samples: 12 by 12 inches minimum, of paving fabric.

F. Qualification Data: For firms and persons specified in the "Quality Assurance" Article to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.

G. Material Test Reports: Indicate and interpret test results for compliance of materials with requirements indicated.

H. Material Certificates: Certificates signed by manufacturers certifying that each material complies with requirements.

1.5 QUALITY ASSURANCE

A. Installer Qualifications: Engage an experienced installer who has completed hot-mix asphalt paving similar in material, design, and extent to that indicated for this Project and with a record of successful in-service performance.

B. Manufacturer Qualifications: Engage a firm experienced in manufacturing hot-mix asphalt similar to that indicated for this Project and with a record of successful in-service performance.

1. Firm shall be a registered and approved paving mix manufacturer with authorities having jurisdiction or with the DOT of the state in which Project is located.

C. Testing Agency Qualifications: Demonstrate to Architect's satisfaction, based on Architect's evaluation of criteria conforming to ASTM D 3666, that the independent testing agency has the experience and capability to satisfactorily conduct the testing indicated without delaying the Work.

D. Regulatory Requirements: Conform to applicable standards of authorities having jurisdiction for asphalt paving work on public property.

E. Asphalt-Paving Publication: Comply with AI's "The Asphalt Handbook," except where more stringent requirements are indicated.

F. PreConstruction Conference: Conduct conference at Project site. Review methods and procedures related to asphalt paving including, but not limited to, the following:

1. Review proposed sources of paving materials, including capabilities and location of plant that will manufacture hot-mix asphalt.
2. Review condition of substrate and preparatory work performed by other trades.
3. Review requirements for protecting paving work, including restriction of traffic during installation period and for remainder of construction period.
4. Review and finalize construction schedule for paving and related work. Verify availability of materials, paving Installer's personnel, and equipment required to execute the Work without delays.
5. Review inspection and testing requirements, governing regulations, and proposed installation procedures.
6. Review forecasted weather conditions and procedures for coping with unfavorable conditions.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Deliver pavement-marking materials to Project site in original packages with seals unbroken and bearing manufacturer's labels containing brand name and type of material, date of manufacture, and directions for storage.

B. Store pavement-marking materials in a clean, dry, protected location and within temperature range required by manufacturer. Protect stored materials from direct sunlight.

1.7 PROJECT CONDITIONS

A. Environmental Limitations: Do not apply asphalt materials if substrate is wet or excessively damp or if the following conditions are not met:

1. Prime and Tack Coats: Minimum surface temperature of 60 deg F.
2. Slurry Coat: Comply with weather limitations of ASTM D 3910.
3. Asphalt Base Course: Minimum surface temperature of 40 deg F and rising at time of placement.
4. Asphalt Surface Course: Minimum surface temperature of 60 deg F at time of placement.

B. Pavement-Marking Paint: Proceed with pavement marking only on clean, dry surfaces and at a minimum ambient or surface temperature of 40 deg F for oil-based materials, 50 deg F for water-based materials, and not exceeding 95 deg F.

PART 2 - PRODUCTS

2.1 AGGREGATES

A. General: Use materials and gradations that have performed satisfactorily in previous installations.

B. Coarse Aggregate: Sound; angular crushed stone; crushed gravel; or properly cured, crushed blast-furnace slag; complying with ASTM D 692.

C. Fine Aggregate: Sharp-edged natural sand or sand prepared from stone; gravel, properly cured blast-furnace slag, or combinations thereof; complying with ASTM D 1073.

1. For hot-mix asphalt, limit natural sand to a maximum of 20 percent by weight of the total aggregate mass.

D. Mineral Filler: Rock or slag dust, hydraulic cement, or other inert material complying with ASTM D 242.

2.2 ASPHALT MATERIALS

A. Asphalt Cement: ASTM D 3381 for viscosity-graded material; ASTM D 946 for penetration-graded material Viscosity testing more accurately measures properties. Add selected viscosity and penetration grades to above or viscosity grades to below if required.

2.3 AUXILIARY MATERIALS

A. Herbicide: Commercial chemical for weed control, registered by Environmental Protection Agency (EPA). Provide granular, liquid, or wettable powder form.

B. Sand: ASTM D 1073, Grade Nos. 2 or 3.

C. Paving Geotextile: Nonwoven polypropylene, specifically designed for paving applications, resistant to chemical attack, rot, and mildew.

D. Pavement-Marking Paint: Alkyd-resin type, ready-mixed, complying with FS TT-P-115, Type I, or AASHTO M-248, Type N.
1.

E. Glass Beads: AASHTO M-247.

F. Wheel Stops: Precast, air-entrained concrete, 2500-psi minimum compressive strength, approximately 6 inches (150 mm) high, 9 inches wide, and 84 inches long. Provide chamfered corners and drainage slots on underside, and provide holes for anchoring to substrate.

1. Dowels: Galvanized steel, diameter 3/4 inch, minimum length 10 inches.

2.4 MIXES

A. Hot-Mix Asphalt: Provide dense, hot-laid, hot-mix asphalt plant mixes approved by authorities having jurisdiction; designed according to procedures in AI's "Mix Design Methods for Asphalt Concrete and Other Hot-Mix Types"; and complying with the following requirements:

1. Provide mixes with a history of satisfactory performance in geographical area where Project is located.
2. Base Course: As indicated.
3. Surface Course: As indicated.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that subgrade is dry and in suitable condition to support paving and imposed loads.

B. Proof-roll subbase using heavy, pneumatic-tired rollers to locate areas that are unstable or that require further compaction.

C. Notify Engineer in writing of any unsatisfactory conditions. Do not begin paving installation until these conditions have been satisfactorily corrected.

3.2 COLD MILLING

A. Clean existing paving surface of loose and deleterious material immediately before cold milling. Remove existing asphalt pavement, including hot-mix asphalt and, as necessary, unbound-aggregate base course, by cold milling to grades and cross sections indicated.

1. Repair or replace curbs, manholes, and other construction damaged during cold milling.

3.3 PATCHING AND REPAIRS

A. Patching: Saw cut perimeter of patch and excavate existing pavement section to sound base. Recompact new subgrade. Excavate rectangular or trapezoidal patches, extending 12 inches into adjacent sound pavement, unless otherwise indicated. Cut excavation faces vertically.

1. Tack coat faces of excavation and allow to cure before paving.
2. Fill excavation with dense-graded, hot-mix asphalt base mix and, while still hot, compact flush with adjacent surface.

3. Partially fill excavation with dense-graded, hot-mix asphalt base mix and compact while still hot. Cover asphalt base course with compacted, hot-mix surface layer finished flush with adjacent surfaces.

B. Portland Cement Concrete Pavement: Break cracked slabs and roll as required to reseat concrete pieces firmly.

1. Pump hot undersealing asphalt under rocking slabs until slab is stabilized or, if necessary, crack slab into pieces and roll to reseat pieces firmly.
2. Remove disintegrated or badly broken pavement. Prepare and patch with hot-mix asphalt.

C. Leveling Course: Install and compact leveling course consisting of dense-graded, hot-mix asphalt surface course to level sags and fill depressions deeper than 1 inch in existing pavements.

1. Install leveling wedges in compacted lifts not exceeding 3 inches thick.

D. Crack and Joint Filling: Remove existing filler material from cracks or joints to a depth of 1/4 inch. Refill with asphalt joint-filling material to restore watertight condition. Remove excess filler that has accumulated near cracks or joints.

E. Tack Coat: Apply uniformly to existing surfaces of previously constructed asphalt or portland cement concrete paving and to surfaces abutting or projecting into new, hot-mix asphalt pavement. Apply at a uniform rate of 0.05 to 0.15 gal./sq. yd. of surface.

1. Allow tack coat to cure undisturbed before paving.
2. Avoid smearing or staining adjoining surfaces, appurtenances, and surroundings. Remove spillages and clean affected surfaces.

3.4 SURFACE PREPARATION

A. General: Immediately before placing asphalt materials, remove loose and deleterious material from substrate surfaces. Ensure that prepared subgrade is ready to receive paving.

1. Sweep loose granular particles from surface of unbound-aggregate base course. Do not dislodge or disturb aggregate embedded in compacted surface of base course.

B. Herbicide Treatment: Apply herbicide according to manufacturer's recommended rates and written application instructions. Apply to dry, prepared subgrade or surface of compacted-aggregate base before applying paving materials.

1. Mix herbicide with prime coat when formulated by manufacturer for that purpose.

C. Prime Coat: Apply uniformly over surface of compacted-aggregate base at a rate of 0.15 to 0.50 gal./sq. yd.. Apply enough material to penetrate and seal, but not flood, surface. Allow prime coat to cure for 72 hours minimum.

1. If prime coat is not entirely absorbed within 24 hours after application, spread sand over surface to blot excess asphalt. Use just enough sand to prevent pickup under traffic. Remove loose sand by sweeping before pavement is placed and after volatiles have evaporated.
2. Protect primed substrate from damage until ready to receive paving.

3.5 GEOTEXTILE INSTALLATION

A. Apply bond coat, consisting of asphalt cement, uniformly to existing surfaces at a rate of 0.20 to 0.30 gal./sq. yd.

B. Place paving geotextile promptly according to manufacturer's written instructions. Broom or roll geotextile smooth and free of wrinkles and folds. Overlap longitudinal joints 4 inches (100 mm) and transverse joints 6 inches.

1. Protect paving geotextile from traffic and other damage and place overlay paving the same day.

3.6 HOT-MIX ASPHALT PLACING

A. Machine place hot-mix asphalt mix on prepared surface, spread uniformly, and strike off. Place asphalt mix by hand to areas inaccessible to equipment in a manner that prevents segregation of mix. Place each course to required grade, cross section, and thickness, when compacted.

1. Place hot-mix asphalt base course in number of lifts and thicknesses indicated.
2. Spread mix at minimum temperature of 250 deg F.
3. Begin applying mix along centerline of crown for crowned sections and on high side of one-way slopes, unless otherwise indicated.
4. Regulate paver machine speed to obtain smooth, continuous surface free of pulls and tears in asphalt-paving mat.

B. Place paving in consecutive strips not less than 10 feet wide, except where infill edge strips of a lesser width are required.

1. After first strip has been placed and rolled, place succeeding strips and extend rolling to overlap previous strips. Complete asphalt base course for a section before placing asphalt surface course.

C. Promptly correct surface irregularities in paving course behind paver. Use suitable hand tools to remove excess material forming high spots. Fill depressions with hot-mix asphalt to prevent segregation of mix; use suitable hand tools to smooth surface.

3.7 JOINTS

A. Construct joints to ensure continuous bond between adjoining paving sections. Construct joints free of depressions with same texture and smoothness as other sections of hot-mix asphalt course.

1. Clean contact surfaces and apply tack coat.
2. Offset longitudinal joints in successive courses a minimum of 6 inches.
3. Offset transverse joints in successive courses a minimum of 24 inches.
4. Construct transverse joints by bulkhead method or sawed vertical face method as described in AI's "The Asphalt Handbook."
5. Compact joints as soon as hot-mix asphalt will bear roller weight without excessive displacement.
6. Compact asphalt at joints to a density within 2 percent of specified course density.

3.8 COMPACTION

A. General: Begin compaction as soon as placed hot-mix paving will bear roller weight without excessive displacement. Compact hot-mix paving with hot, hand tampers or vibratory-plate compactors in areas inaccessible to rollers.

1. Complete compaction before mix temperature cools to 185 deg F.

B. Breakdown Rolling: Accomplish breakdown or initial rolling immediately after rolling joints and outside edge. Examine surface immediately after breakdown rolling for indicated crown, grade, and smoothness. Repair surfaces by loosening displaced material, filling with hot-mix asphalt, and rerolling to required elevations.

C. Intermediate Rolling: Begin intermediate rolling immediately after breakdown rolling, while hot-mix asphalt is still hot enough to achieve specified density. Continue rolling until hot-mix asphalt course has been uniformly compacted to the following density:

1. Average Density: 96 percent of reference laboratory density according to ASTM D 1559, but not less than 94 percent nor greater than 100 percent.
2. Average Density: 92 percent of reference maximum theoretical density according to ASTM D 2041, but not less than 90 percent nor greater than 96 percent.

D. Finish Rolling: Finish roll paved surfaces to remove roller marks while hot-mix asphalt is still warm.

E. Edge Shaping: While surface is being compacted and finished, trim edges of pavement to proper alignment. Bevel edges while still hot, with back of rake or smooth iron. Compact thoroughly using tamper or other satisfactory method.

F. Repairs: Remove paved areas that are defective or contaminated with foreign materials. Remove paving course over area affected and replace with fresh, hot-mix asphalt. Compact by rolling to specified density and surface smoothness.

G. Protection: After final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened.

H. Erect barricades to protect paving from traffic until mixture has cooled enough not to become marked.

3.9 INSTALLATION TOLERANCES

A. Thickness: Compact each course to produce the thickness indicated within the following tolerances:

1. Base Course: Plus or minus 1/2 inch.
2. Surface Course: Plus 1/4 inch, no minus.

B. Surface Smoothness: Compact each course to produce a surface smoothness within the following tolerances as determined by using a 10-foot straightedge applied transversely or longitudinally to paved areas:

1. Base Course: 1/4 inch.
2. Surface Course: 1/8 inch.
3. Crowned Surfaces: Test with crowned template centered and at right angle to crown. Maximum allowable variance from template is 1/4 inch.

3.10 ASPHALT CURBS

A. Construct hot-mix asphalt curbs over compacted pavement surfaces. Apply a light tack coat, unless pavement surface is still tacky and free from dust. Spread mix at minimum temperature of 250 deg F.

1. Asphalt Mix: Same as pavement surface-course mix.

B. Place hot-mix asphalt to curb cross section indicated or, if not indicated, to local standard shapes, by machine or by hand in wood or metal forms. Tamp hand-placed materials and screed to smooth finish. Remove forms after hot-mix asphalt has cooled.

3.11 SURFACE TREATMENTS

A. Fog Seals: Apply fog seal at a rate of 0.10 to 0.15 gal./sq. yd. to existing asphalt pavement and allow to cure. Lightly dust areas receiving excess fog seal with a fine sand.

B. Slurry Seals: Apply slurry coat in a uniform thickness according to ASTM D 3910 and allow to cure.

1. Roll slurry seal to smooth ridges and provide a uniform, smooth surface.

3.12 PAVEMENT MARKING

A. Do not apply pavement-marking paint until layout, colors, and placement have been verified with Architect.

B. Allow paving to cure for 30 days before starting pavement marking.

C. Sweep and clean surface to eliminate loose material and dust.

D. Apply paint with mechanical equipment to produce pavement markings of dimensions indicated with uniform, straight edges. Apply at manufacturer's recommended rates to provide a minimum wet film thickness of 15 mils.

1. Broadcast glass spheres uniformly into wet pavement markings at a rate of 6 lb/gal.

3.13 WHEEL STOPS

A. Securely attach wheel stops into pavement with not less than 2 galvanized steel dowels embedded in precast concrete at one-third points. Firmly bond each dowel to wheel stop and to pavement.

1. Extend upper portion of dowel 5 inches into wheel stop and lower portion a minimum of 5 inches into pavement.

3.14 FIELD QUALITY CONTROL

A. Testing Agency: Owner will engage a qualified independent testing agency to perform field inspections and tests and to prepare test reports.

1. Testing agency will conduct and interpret tests and state in each report whether tested Work complies with or deviates from specified requirements.

B. Additional testing, at Contractor's expense, will be performed to determine compliance of corrected Work with specified requirements.

C. Thickness: In-place compacted thickness of hot-mix asphalt courses will be determined according to ASTM D 3549.

D. Surface Smoothness: Finished surface of each hot-mix asphalt course will be tested for compliance with smoothness tolerances.

E. In-Place Density: Samples of uncompacted paving mixtures and compacted pavement will be secured by testing agency according to ASTM D 979.

1. Reference laboratory density will be determined by averaging results from 4 samples of hot-mix asphalt-paving mixture delivered daily to site, prepared according to ASTM D 1559, and compacted according to job-mix specifications.
   a.

F. Remove and replace or install additional hot-mix asphalt where test results or measurements indicate that it does not comply with specified requirements.

END OF SECTION 02511

SECTION 02630 - STORM DRAINAGE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions apply to this Section.

1.2 SUMMARY

A. This Section includes storm drainage.

B. Shop Drawings: Include plans, elevations, details, and attachments for the following:

1. Precast concrete manholes and other structures, including frames, covers, and grates.
2. Cast-in-place concrete manholes and other structures, including frames, covers, and grates.

1.3 DELIVERY, STORAGE, AND HANDLING

A. Protect pipe, pipe fittings, and seals from dirt and damage.

B. Handle precast concrete manholes and other structures according to manufacturer's written rigging instructions.

1.4 PROJECT CONDITIONS

A. Site Information: Perform site survey, research public utility records, and verify existing utility locations.

B. Locate existing structures and piping to be closed and abandoned.

C. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:

1. Notify Engineer not less than two days in advance of proposed utility interruptions.
2. Do not proceed with utility interruptions without Architect's written permission.

PART 2 - PRODUCTS

2.1. PIPES AND FITTINGS

A. Reinforced-Concrete Sewer Pipe and Fittings: ASTM C 76, Class III, Wall B, for gasket joints.

1. Gaskets: ASTM C 443 rubber.

B. Precast Concrete Box Culvert: ASTM C-1433, monolithic section, precast, reinforced concrete, rubber gasket joints per ASTM C-1677.

1. Gaskets ASTM C-443 rubber

2.2 CATCH BASINS

A. Normal-Traffic, Precast Concrete Catch Basins: ASTM C 478, precast, reinforced concrete, of depth indicated, with provision for rubber gasketed joints.

1. Base Section: 6-inch minimum thickness for floor slab and 4-inch minimum thickness for walls and base riser section, and having separate base slab or base section with integral floor.
2. Riser Sections: 4-inch minimum thickness, 48-inch diameter, and lengths to provide depth indicated.
3. Top Section: Eccentric-cone type, unless concentric-cone or flat-slab-top type is indicated. Top of cone of size that matches grade rings.
4. Gaskets: ASTM C 443, rubber.

B. Frames and Grates: ASTM A 536, Grade 60-40-18, ductile iron designed for heavy-duty service. Include flat grate with small square or short-slotted drainage openings.

1. Size: 24 by 24 inches minimum, unless otherwise indicated.
2. Grate Free Area: Approximately 50 percent, unless otherwise indicated

3.

2.3 INSTALLATION, GENERAL, ASTM C-1675

A. General Locations and Arrangements: Drawing plans and details indicate general location and arrangement of underground storm drainage piping. Location and arrangement of piping layout take design considerations into account. Install piping as indicated, to extent practical.

B. Install piping beginning at low point, true to grades and alignment indicated with unbroken continuity of invert. Place bell ends of piping facing upstream. Install gaskets, seals, sleeves, and couplings according to manufacturer's written instructions for use of lubricants, cements, and other installation requirements. Maintain swab or drag in line, and pull past each joint as it is completed.

C. Use manholes for changes in direction, unless fittings are indicated. Use fittings for branch connections, unless direct tap into existing sewer is indicated.

D. Use proper size increasers, reducers, and couplings where different sizes or materials of pipes and fittings are connected. Reducing size of piping in direction of flow is prohibited.

E. Install gravity-flow piping of sizes and in locations indicated. Terminate piping as indicated.

1. Install piping pitched down in direction of flow, at minimum slope of 1 percent, unless otherwise indicated.
2. Install piping with 36-inch minimum cover.

2.4 TAP CONNECTIONS

A. Make connections to existing piping and underground structures so finished Work complies as nearly as practical with requirements specified for new Work.

B. Protect existing piping and structures to prevent concrete or debris from entering while making tap connections. Remove debris or other extraneous material that may accumulate.

2.5 FIELD QUALITY CONTROL

A. Clear interior of piping and structures of dirt and superfluous material as work progresses. Maintain swab or drag in piping, and pull past each joint as it is completed.

1. In large, accessible piping, brushes and brooms may be used for cleaning.
2. Place plug in end of incomplete piping at end of day and when work stops.
3. Flush piping between manholes and other structures to remove collected debris, if required by authorities having jurisdiction.

B. Inspect interior of piping to determine whether line displacement or other damage has occurred. Inspect after approximately 24 inches of backfill is in place, and again at completion of Project.

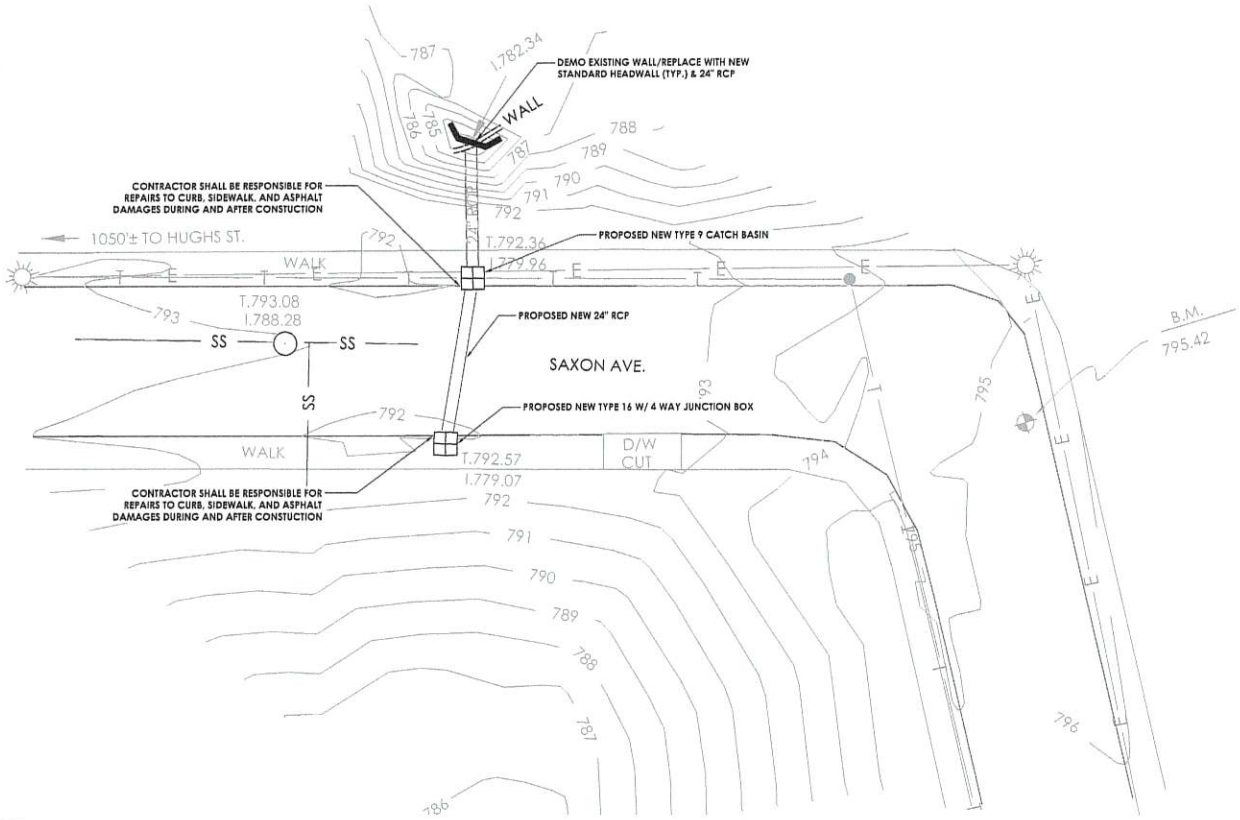
1. Submit separate reports for each system inspection.
2. Defects requiring correction include the following:

    a. Alignment: Less than full diameter of inside of pipe is visible between structures.
    b. Deflection: Flexible piping with deflection that prevents passage of ball or cylinder of size not less than 92.5 percent of piping diameter.
    c. Crushed, broken, cracked, or otherwise damaged piping.
    d. Infiltration: Water leakage into piping.
    e. Exfiltration: Water leakage from or around piping.

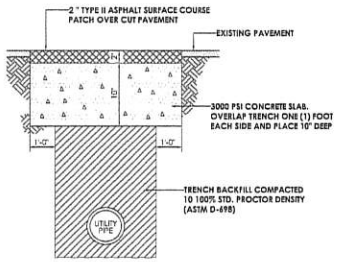
3. Replace defective piping using new materials, and repeat inspections until defects are within allowances specified.
4. Reinspect and repeat procedure until results are satisfactory.

END OF SECTION 02630

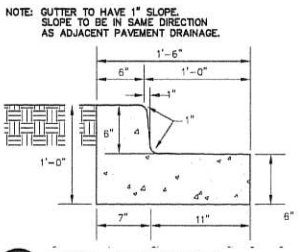
EXHIBIT A-2 DRAWINGS



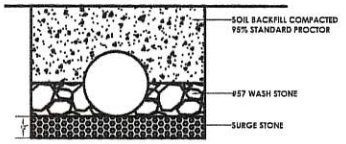
1 / 1 **SAXON AVENUE LAYOUT PLAN**
SCALE: 1" = 10'



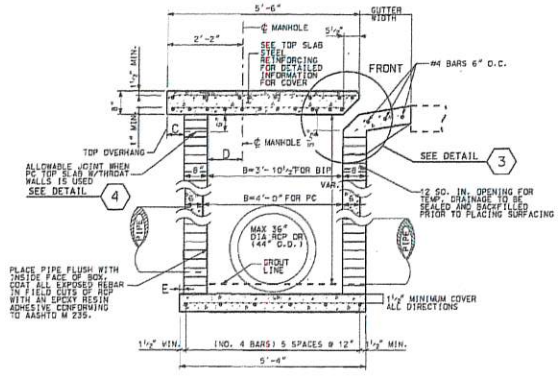
4 / 1 **TYPICAL PAVEMENT REPLACEMENT**
SCALE: 1 1/2" = 1'



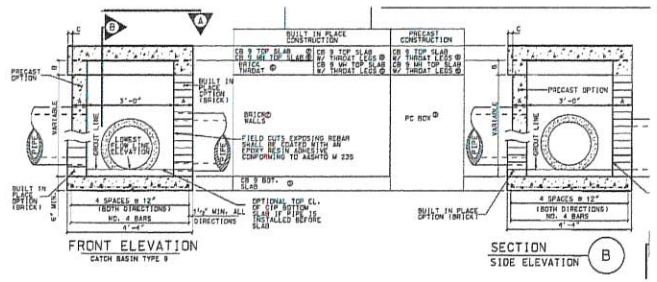
5 / 1 **CURB & GUTTER SECTION**
SCALE: 1 1/2" = 1'



6 / 1 **36" PIPE BEDDING DETAIL**
SCALE: 1 1/2" = 1'



2 / 1 **CATCH BASIN TYPE 16**
SCALE: 1 1/2" = 1'



3 / 1 **CATCH BASIN TYPE 9**
SCALE: 1 1/2" = 1'

Drawn By	AQ
Checked By	AQ
App'd By	JS
Date	01/17/2019

City of SPARTANBURG south carolina

CITY OF SPARTANBURG
PUBLIC SERVICES

SAXON AVENUE -
PROPOSED JUNCTION BOX/TYPE 16 & TYPE 9 WITH NEW 24" RCP

NORTH

Project No. 14012-06

Dwg. No. 1 / 1

EXHIBIT A-3

Procurement & Property Division

CITY OF SPARTANBURG SOUTH CAROLINA

Request for Proposal

Construction Services for Savon Avenue Culvert Project.

Proposal No. 1819-02-19-01

(Show this number on envelope and all correspondence)

_____ submits herewith our proposal in response to the bid request
(Company Name)
number shown above in compliance with the description(s) and specifications (s) for the following:
Bidder will supply materials and labor for the following fixed price:

In compliance with the proposal invitation and subject to all conditions thereof, the undersigned agrees:

A. This proposals is stated, is open for acceptance for a period of 60 calendar days from day of pending.
B. To furnish any and all material and labor at the prices set forth the items unless otherwise specified, within contract and/or notice proceed.

Total Price _____

Company Name:	
Street Address:	
City, State, Zip:	
Telephone #:	
Fax #:	
Federal ID or SS #:	

SIGNATURE OF PROPOSALER'S REPRESENTATIVE

Name & Title:_____

Date:_____

Exhibit A-4 Bid Form
Saxon Avenue Culvert Replacement
Spartanburg, South Carolina
31-Jan-19

Item Numb	Item Description	Quantity	Units	Unit Cost	Total Cost
	Lump Sum Items				
	Construction Staking, Testing and Erosion Control	1	L.S		
	Maintenance & Protection of Traffic	1	L.S		
	Site Removals & Clearing and Grubbing				
	a. Miscellaneous Removal (Pipe, Structures, Etc)	1	L.S.		
	b. Clearing and Grubbing	1	L.S.		
	c. Tree Removal	1	L.S.		
	Utility Conflicts	1	L.S.		
	Seeding and Restoration	1	L.S.		
	Mobilization	1	L.S.		
	Storm Drainage				
	a. Pipe installation 24" RCP	50 LF.	L.S.		
	b. Type 16 Catch Basin	2 Each	L.S.		
	c. 24" Head Wall	1	L.S.		
	Reconstruct Asphalt Roadway		L.S.		
	a. Bituminous Concrete paving (2" Surface 10" Concrete)	1	L.S.		
	Curb and Gutter	40 LF	L.S.		
	Unit Pricing Items				
	Improved Trenching Bedding (Washed Stone)	10	Ton		
	Unsuitable Soil Excavation	10	C.Y.		
				TOTAL	

Total Bid Price in Words_____

Quantities under Lump Sum items are shown for comparsion and reference only. Contractor is to determine the exact quantities required for the proper construction of the project. Items under Lump Sum will not be individually measured for payment. Unit prices may be used in the addition or deletion of work if site conditions vary from those expected.

EXHIBIT B
INSURANCE REQUIREMENTS

CONTRACTOR INSURANCE REQUIREMENTS

Contractor shall provide, pay for and maintain in full force and effect, all insurance outlined herein with limits of liability not less than the limits of liability shown covering Contractor's activities, those of any subcontractors or anyone directly or employed by any of them, or by anyone for whose acts any of them might be liable.

Insurer Qualifications

All insurance should be provided through insurance companies authorized to do business in South Carolina with an A M Best's Rating of no less than A and shall be approved by and acceptable to Owner.

Certificates of Insurance

Prior to execution of Contract and commencing Work, Contractor's insurer shall provide to Owner a Certificate of Insurance issued by an authorized representative of its insurer certifying that the insurance as required in this Exhibit is in full force and effect. Certificates should be sent via fax or mail to the following:

Risk Coordinator
City of Spartanburg
P. O. Box 1749
Spartanburg, SC 29304
Fax:# 864-596-2365
Email: cwright@cityofspartanburg.org

The original of the Certificate is to be sent as well. The Certificate shall include a statement that the policies will not be canceled or non-renewed without 30 days advance written notice to Owner.

Primary Insurance

All insurance coverage required of the Contractor shall be primary over any in-surance or self insurance carried by City of Spartanburg.

Duration of Coverage

All required insurance coverage shall be maintained without interruption during the entire term of the Contract plus an additional 3 years for Products and Completed Operations Coverage following final acceptance of the Work by Owner.

Subcontractor's Insurance

The Contractor shall require any Subcontractor to purchase and maintain insurance of same types and limits required herein.

Waiver of Subrogation

The Contractor shall require all policies of insurance as required herein to be en-dorsed to provide that the insurance company shall waive all of its right of recovery or subrogation against Owner. The Contractor shall require similar waivers from any Sub-contractors.

Additional Insured

The Contractor's insurance policies as required herein with the exception of Workers Compensation shall be endorsed to name Owner as an additional insured.

Insurance Coverage and Limits

Workers' Compensation: The Contractor shall provide and maintain Workers Compensation insurance in each jurisdiction in which the Work is located.

Limits:

Coverage A – State Statutory Benefits	
Coverage B - Employers Liability	$1,000,000

Specific Coverage:

-United States Longshoremen and Harbor Workers Act
-Coverage endorsement must be provided if any work is to be performed on or around navigable water.

Automobile Liability: Contractor shall provide and maintain Business Auto

Liability insurance covering bodily injury and/or property damage liability arising out of the use of any auto (including owned, hired, and non-owned autos).

Limits:

Combined Single Limit Each Accident:	$1,000,000

Commercial General Liability: Contractor shall provide and maintain in full force and effect Commercial General Liability Insurance covering all operations by or on be-
half of Contractor on an occurrence basis against claims for bodily injury, personal in-jury, and/or property damage (including loss of use).

Limits:

Each Occurrence	$1,000,000
General Aggregate	$2,000,000
Products/Completed Operations	$2,000,000

Specific Coverage:

Occurrence Form
Blanket Contractual Liability
Underground Explosion and Collapse

Umbrella/Excess Liability: Contractor shall provide and maintain Umbrella/Ex-cess Liability Insurance on an occurrence basis with coverage as broad a underlying policies.

Limits:

Each occurrence:	$2,000,000
Annual Aggregate:	$2,000,000

Specific Coverage:
Blanket Contractual Liability
Follow Form Primary

Builder's Risk Insurance: If Owner provides Builder's Risk Insurance, Con-tractor is responsible for its pro-rata share of the $_____ dollar deductible.

Other Insurance: Any other insurance as specified by Owner in the Contract Documents.

Changes: Exceptions to specified insurance requirements shall be submitted at time of any bid.

EXHIBIT C

South Carolina's Immigration Reform Act

Contractor agrees to verify the hiring eligibility of its employees as required under South Carolina's Eligible Immigration Reform Act, S.C. Code Ann., § 41-8-10, et seq. by either registering and participating in the Federal Work Authorization Program (E-Verify) pursuant to the Statute or employ only workers who at the time of their employment possess a valid South Carolina Driver's License or Identification Card or are eligible to obtain same or possess a valid Driver's License or Identification Card from another state deemed by the Director of the Department of Motor Vehicles to have requirements at least as strict as those in South Carolina. Contractor certifies that it will comply with the Statute in its entirety and agrees to provide the Owner with documentation to establish applicability of the Statute to the Contractor and compliance by same.

Furthermore, The City of Spartanburg will have the right to request and receive legal status verification within five working days of any person working under Contract with Contractor or Sub Contractor. Failure to comply can result in the immediate cancellation of the contract.

_____ Contractor

_____ Subcontractor

certifies that it is compliant with the South Carolina Eligible Immigration Reform Act by either registering and participating in the Federal Work Authorization Program (E-Verify) pursuant to the Statute or employing only workers who at the time of their employment possess a valid South Carolina Driver's License or Identification Card or are eligible to obtain same or possess a valid Driver's License or Identification Card from another state which has been deemed by the Director of the Department of Motor Vehicles to have requirements at least as strict as South Carolina. By the signature below, the Contractor (Subcontractor, etc.) agrees to provide the City with documentation to establish the applicability of the Statute to the Contractor and by the signature below, certifies that it is compliant with the Statute with all regards. This certification and the requirements of this Statute require that the Contractor verify the hiring eligibility of its employees before and during the Project.

_____
Name of Contractor (Subcontractor, etc.)

By_____

Its_____

Date_____

EXHIBIT D