

Town of Summerville
North Maple Street Extension Project
Pre-Bid Meeting
October 12, 2022 9:30 AM

AGENDA

1. INTRODUCTION

- A. Introduction of Attendees
- B. Sign-in Sheet

2. CONTRACT DOCUMENTS

A. Invitation for Bids

- Bid Opening: Monday, October 31, 2022 at 2:00 PM
Summerville Town Hall Annex
2nd floor training room
200 S. Main Street
Summerville, SC
- Project Description:
The work includes grading, drainage, and paving for S-59 (Parsons Road), S-131 (North Maple Street), S-65 (W Richardson Avenue, and US 78 (W 5th N Street). Work also includes the relocation of S-59 (Parsons Road), pavement markings, signing, and traffic control for the entire project, and street lighting along S-131 (North Maple Street). The project also includes traffic signal installation, in-contract sewer line relocation, railroad and utility coordination. The total estimated roadway length of the project is approximately 2.22 miles.

B. Information for Bidders

- All bidders shall have a current valid Contractor's License for the State of South Carolina. This license number shall be shown on the bid form immediately below the signature identification and on the face of the sealed envelope containing the submitted Bid. The Town of Summerville shall only accept bids the are SCDOT prequalified. Subcontractors who will be engaged by the General Contractor shall also hold the required licenses.

- Bids must be accompanied by a certified check or bid bond in the amount of not less than 5% of the bid. Bidders forfeits bid security as a penalty in the event an award is made and the:
 - Notice of Award is not accepted
 - Performance/Payment Bonds are not submitted, and/or
 - the Contract is not performed in a manner satisfactory to the Town of Summerville based on the requirements as set out in the Invitation for Bids documents

- Each Bidder shall carefully examine Drawings and Specifications and all Addenda or other revisions thereto and thoroughly familiarize himself with the detailed requirements thereof prior to submitting a Bid.

- Each Bidder shall visit the site of proposed work and fully acquaint himself with conditions relating to construction and labor so he may fully understand facilities, difficulties, and restrictions attending execution of work under contract.

- No interpretation of the meaning of the Drawings, Specifications, quantities, or other Bid Documents will be made orally to any Bidder by the Town prior to award of the contract. Every request for such interpretation should be in writing directed to Scott McDonald Purchasing Agent via email SMcdonald@summervillesc.gov. To be given consideration, such request must be received at least ten (10) days prior to the date fixed for the opening of Bids. Any and all such interpretations and any supplemental instructions will be made in the form of written Addenda to the Specifications which, if issued, **will be posted on the Town's website** not later than five (5) days prior to the date fixed for the opening of Bids.

- Each bid must be submitted in an opaque sealed envelope, plainly marked on the outside, addressed and delivered as shown in the "Submitting Bids" Section. If forwarded by mail and/or delivery service of any nature the sealed envelope containing the bid must be enclosed in another envelope addressed to the Town. The Town will not be responsible for bids delayed by mail or any delivery service.

C. Bid Forms and Documentation

- Bidder hereby agrees to commence work under this contract within 30 days of receipt of the Notice to Proceed and the maximum contract time acceptable to be deemed a responsive bidder is **730** calendar days.

Bidder agrees to pay \$2,200.00 per day as penalties for each consecutive calendar day thereafter.

- Bidder must acknowledge receipt of all addenda.
- Bidder must include in submitted bid:
 - Bid Form
 - Bid Bond (5%)
 - Bidder's Experience Form
 - Drug-Free Workplace Certification Form
 - Non-Collusion Affidavit of Bidder
 - Delinquent Tax Affidavit

D. Documents

- All closeout documents included here within shall be completed and submitted to the Town at the commencement of the project before the project can be considered complete.

E. General Conditions

- General Guaranty – The contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of **two (2) years** from the date of final acceptance of the work, except where longer periods are specified.
- Refer to enclosed Norfolk Southern-Special Provisions for Protection of Railway Interests for the Railroad Insurance Requirements. In addition to all the requirements of the Railroad Protective Insurance Policy(s) to be furnished to the Railroad Company by the Contractor, the Contractor shall include in the policy or policies the following Railroad identification:

**Tracks owned by Norfolk Southern – Crossing at S-131 (North Maple Street),
RR Milepost: SC-22.96 (Piedmont), DOT Crossing 721470Y,
SCDOT Records Indicate 15 trains a day at 49 MPH with no passenger rail.**

F. Special Provisions

- General
 - All workmanship and material provided on this project shall conform with the requirements contained in the "South Carolina Department of Transportation (SCDOT) Standard Specifications for Highway Construction, Edition of 2007", book of Standard Drawings for Road

Construction, and all applicable Supplemental Specifications. This includes but is not limited to SCDOT traffic signal specifications.

- In the Bid Proposal Form and Schedule, contract items are given a unique seven (7) digit Item Number. The first three (3) digits correspond to sections of the SCDOT Standard Specifications and each contract item shall be constructed in accordance with the section of the SCDOT Standard Specifications as denoted by the first three digits unless otherwise covered by contract Special Provisions and Supplemental Specifications. The remaining four (4) digits are for individual identification of each contract item.
- Temporary Lane closure shall be conducted in accordance with SCDOT standard drawings and as directed by the Engineer. Hourly lane closures restrictions are as follows:

S-131 (North Maple Street) from US 78 to north end of the project

Monday through Friday – 6 AM to 9 AM & 3 PM to 7 PM

Saturday through Sunday - 11 AM to 7 PM

S-65 (Richardson Ave)

Daily – 6 AM to 9 PM

US 78

Monday through Friday – 6 AM to 9 AM & 12 PM (noon) to 7 PM

Saturday through Sunday - 11 AM to 7 PM

Road Closures must be approved by the Owner. If road closures are implemented, the traveling public shall be notified by the use of message boards, news broadcasts, newspapers or other approved method for a minimum of seven (7) consecutive calendar days prior to road closure. The Contractor shall submit a Traffic Control Plan to the Engineer seven (7) calendar days prior to a closure. The Traffic Control Plan must be approved by the OWNER prior to implementing.

Temporary lane closures may be required for Railroad Forces to install railroad/highway crossing surface and railroad signals/appurtenances. The Contractor shall coordinate for Railroad's work.

- The Contractor shall maintain on file at the job site, copies of the following permits and approvals for the project:
 - SCDHEC Notice of Intent (NOI)
 - United States Army Corps of Engineers Permit No. SAC – 2014 – 00855
 - Tree Removal Permit
 - Fully executed Norfolk Southern Contractor Right of Entry Agreement
 - Railroad approved Railroad Protective Liability Insurance

- Railroad approved Commercial General Liability and Automobile Liability Insurance

A SCDOT Encroachment permit was not required for this project.

The Contractor shall secure all other permits required for construction activities prior to beginning construction.

- The Contractor shall notify the South Carolina Department of Health and Environmental Control regional office forty-eight (48) hours prior to commencement of work.
- Quality Assurance Testing shall be conducted on an as needed basis and at the discretion of the Engineer following the procedures defined in the SCDOT Standard Specifications. Contractor shall be responsible for Quality Control.

Contractor shall be responsible for all Quality Control testing and for having an independent testing firm test all material used in the construction of these facilities as specified in all SCDOT specifications. Testing may include but is not limited to Earthwork, Asphalt, Reinforcing Steel, and Concrete Quality Control testing. All testing shall be in accordance with all SCDOT specifications. All costs associated with testing shall be the responsibility of the Contractor and considered incidental to the cost of the project.

- Contractor shall provide all record drawing information to the Engineer prior to final approval.
- The Contractor shall file a Notice of Termination (NOT) with the South Carolina Department of Health and Environmental Control upon project acceptance.
- Redlined markups of the final plans documenting any changes or modifications to the final plan dimensions, elevations, or details shall be provided to the Town of Summerville prior to receiving final acceptance of the project. This shall be paid for using the As-Built pay item.
- Delays or failures of performance shall not constitute breach of Agreement if and to the extent such delays or failures of performance are caused by severe and not reasonably foreseeable occurrences beyond the control of the TOWN, SCDOT, ENGINEER or CONTRACTOR, including, but not limited to: Acts of God or the public enemy; expropriation or confiscation of facilities; compliance with any order or request of any governmental authority other than the COUNTY, SCDOT or ENGINEER or a party in privity with it; a change in law directly and substantially affecting performance of the Project; Acts of War;

rebellion or sabotage or damages resulting there from; fires, floods, explosions, or extraordinary accidents; riots or strikes or other concerted acts of workman, whether direct or indirect, or any similar causes, which are not within the control of the TOWN, SCDOT, ENGINEER or CONTRACTOR respectively, and which by the exercise of reasonable diligence, the TOWN, SCDOT, ENGINEER or CONTRACTOR are unable to prevent. Any expense attributable to such occurrence shall not entitle CONTRACTOR to an adjustment in the contract price. Any critical path delay attributable to such an occurrence shall be added to the Contract Time.

- The Contractor shall have a CEPSCI certified representative on the project. The representative shall prepare all necessary storm water reports and inspections of the site as per the permit. The certified CEPSCI representative will also be required to submit these reports to DHEC, the Engineer, and the Town accordingly. All costs associated with this task shall be considered incidental to the project.
- It is anticipated that Notice to Proceed will be given on or before January 1, 2023.
- The Contractor shall be complete with the clearing and grubbing and staking operations no later than March 31, 2023.
- The 401 WQC permit stipulates that clearing shall only occur between November 15 thru March 31st. For clearing to occur outside of this window, a bat survey must be conducted to ensure no bats are present. If clearing outside of this window is due to contractor scheduling, payment for survey will be the responsibility of the contractor.
- The Town of Summerville is revising the design along US 78 and will provide the revised sheets after project is awarded and after SCDOT approval. Any work along S-131 (North Maple Street) from Station 90+00.00 to Station 105+00.00 and all work along US 78 shall not be performed until the Contractor receives approval from the Town Engineer. The quantities for this work are included in the bid schedule and no change order will be issued.
- The Town of Summerville is revising the design around Station 120+00.00 to add a right turn lane and will provide the revised sheets after SCDOT approval. The contractor shall limit work in this area until revisions are provided to avoid rework. The quantities for this work are included in the bid schedule and no change order will be issued
- The Contractor shall obtain the tree removal permit from the Town of Summerville. The permit application has been submitted to the Town and the Town will approve once the Contractor informs the Town on

who will be performing the tree cutting services. No tree work can be done without the permit.

- All existing mailboxes effected by construction activities shall be retained or relocated as directed by Engineer. Mailboxes along North Maple Street and Parsons Road are to be placed on the same side of the street as the property and parallel to the roadway. Mailboxes shall be accessible at all times.
- Cleaning of existing outfalls shall be paid for under clearing and grubbing.
- The Contractor shall saw-cut existing pavement edges at edge of travelway to make a uniform tie-in joint for curb and gutter placement. The pavement is to be clean of all loose debris. Payment for this work shall be paid for under removal of existing asphalt pavement.
- The Contractor shall coordinate with the Town of Summerville to ensure that the signs meet their standards before installation. This work shall be paid for under the Street Sign bid item and shall include all material and labor.
- Contractor shall verify topo at the places below as conditions may vary from what is shown in the plans. This list may not include all tracts with changes and it is the Contractor's responsibility to verify.
 - a. Tract 37
 - b. Tract 43
- Overhaul will not be paid for separately and will be included in the cost of Unclassified Excavation.
- NP-16-13 to have additional foundation work per Standard Drawing 714-020-00 and to be backfilled with flowable fill material. See sheet D16 and D16A.
- The Contractor shall discuss with Railroad Representative the asphalt elevation of the railroad/at-grade crossing to provide a smooth tie-in.
- **Property**
 - Reconstruction of driveways and other special provisions on properties shall be coordinated with the individual property owners and the Engineer. Contractor shall notify Engineer prior to construction of any and all driveways.
 - No construction beside clearing and grubbing for utilities shall take place on Tract 96 until approval is received from the Engineer. This will allow for the relocation of a billiard sign.

- The Contractor shall coordinate with the Town before removing the building on Tract 44 as the Town may want to relocate the building.
 - The Contractor shall install a 4' chain link fence around the sides and back property lines of Tract 65. The Contractor shall coordinate with the Town and property owner on the location of the fence and double gate for cars.
- **Railroad**

- Norfolk Southern Railroad is within the project limits. The scope of this project requires working on Norfolk Southern Railway, herein also referred to as Railroad, property. The Contractor shall adhere to the Norfolk Southern – Special Provisions for Protection of Railway Interests (Railroad Special Provisions), dated July 23, 2018, updated March 11, 2021, included on page. The Railroad Special Provisions outline specific requirements and procedures the Contractor must follow prior to, and while, working on Railroad Property, including but not limited to, Right of Entry Agreement, Flagging, Railroad Protective Liability, and other requirements. The Contractor is responsible for adhering to Railroad Special Provisions and familiarizing himself/herself with Railroad specific procedures and safety requirements. Should bid documents conflict with Railroad Special Provisions, the conflict shall be brought to the attention of the Town Engineer, and Railroad Special Provisions will govern.

The Contractor shall include the following Railroad identification in all submittals to the Railroad:

**Tracks owned by Norfolk Southern – Crossing at S-131 (North Maple Street),
RR Milepost: SC-22.96 (Piedmont), DOT Crossing 721470Y,
NS FILE: CX1113215**

Below is a list of Railroad and SCDOT representatives who shall be invited to the Project's Preconstruction Meeting.

Jeffrey W. Brittain, PE, jbrittain@tgsengineers.com
Stephanie Higdon, shigdon@tgsengineers.com
Jacob Watson, Jacob.Watson@nscorp.com
Sonny Alderman, lynn.alderman@nscorp.com
Eric Wessinger, WessingeJE@scdot.org

- Work that will require railroad flagging operations or take place on the railroad's property shall be completed within a 180 consecutive calendar day period. This includes any work to be performed by the Contractor and the Railroad Forces. If flagging operations are required for more than this 180 consecutive calendar day period, it will be at the contractor's expense.

- Railroad Signals and At-Grade Crossing.
Norfolk Southern Forces will install the railroad signals/appurtenances and rail-highway at-grade crossing surface. The Contractor shall be responsible for coordinating these services with Norfolk Southern's Representative to keep the project on schedule. The Town will pay Norfolk Southern's Invoices for these installations. The Contractor shall also coordinate with the SCDOT Railroad Safety Office for approval of the installation of the railroad crossing and warning devices.
- The Contractor shall refer to the Norfolk Southern-Special Provisions for Protection of Railway Interests for Railroad Requirements.
- The Contractor shall complete the Norfolk Southern Check List for Construction that is in Attachment F.
- The Contractor is required to submit the Norfolk Southern Contractor Right of Entry Agreement that is in Appendix D for execution and approval to the Railroad.
- For the various Railroad submittals, the Contractor will refer to the enclosed Norfolk Southern-Special Provisions for Protection of Railway Interests. During the Project Preconstruction Meeting, the Contractor will discuss with the Railroad's Representative the various Railroad submittals and current Railroad schedules; flagging services, ordering Railroad Materials, securing Railroad Forces for railroad signal and surface installation; etc.
- Utilities
 - Upon completion of the clearing and grubbing and construction staking, the Contractor shall notify the Town Engineer by letter. Once the Town Engineer has been notified that clearing and grubbing, erosion control, and staking operations on the road are complete, a specified 180-day utility window shall begin. The Town Engineer shall establish the beginning and end date of the utility windows.

During this utility window, the Contractor will not be allowed to perform any work activities unless approved by the Town Engineer. If work activities are approved, they should in no way hinder or interfere with the utility relocations during the utility window provided. If work activities interfere with utility relocations, all work by the prime contractor and subcontractors will be suspended until the end of the utility window.
 - Construction conditions requiring minor vertical adjustments (two (2) feet or less) to existing water line valve boxes, sanitary sewer manholes, and other minor appurtenances shall be the responsibility of the Contractor. The costs for the adjustments shall be the contractor's

responsibility and shall be included in the cost of the other items, unless paid for separately. Other utilities requiring relocation or adjustment for construction activities will be the responsibility of the utility owner.

- The Contractor shall coordinate with the utility owners and the Engineer to accomplish the utility construction within the total project schedule. The engineer has started the utility coordination process by notifying all known utility owners and providing them a set of the plans. The names of the utility companies with utility service in the project limits can be found on Sheet 6 of the plans. All utility owners with possible conflicts have been notified. All utility owners shall be invited to attend a meeting prior to any construction work in the field. All utility coordination henceforth shall be the responsibility of the contractor. A regularly scheduled coordination meeting is suggested to be coordinated and held by the Contractor. Below is a list of utility coordination completed to-date:

- a. **Dominion Energy – Distribution:** Power poles along Richardson Avenue, North Maple Street and US-78 conflict with the road widening and will relocate to new right of way or easements. Most Power poles along Parsons Road will remain in place other than a few pole adjustments for proposed driveway adjustments. Dominion is acquiring an encroachment permit from Norfolk Southern Railroad for their new underground crossing of the railroad along North Maple Street. Overhead power along North Maple Street will be relocated underground at the request of the Town of Summerville. Dominion Energy plans to complete their work during the projects scheduled utility window.
- b. **Summerville CPW – Water:** Summerville CPW will relocate along Richardson Avenue, North Maple Street, US-78, and part of Parsons Road. At most locations, they will locate inside new right of way. Summerville CPW has requested to remain in place along US-78 from near Station 403+00 to near Station 410+00. No conflicts are anticipated, but Summerville CPW should be notified if one arises so an offset can be installed to clear the conflict. Summerville CPW will also have meters, services, and fire hydrants that will also have to be either adjusted or relocated. Summerville CPW will be required to acquire an encroachment permit from Norfolk Southern Railroad for their crossing along North Maple Street. Summerville CPW plans to complete their work during the projects scheduled utility window.
- c. **Dorchester County Water & Sewer:** DCW&S has requested permission from SCDOT to remain in place under the pavement with gravity sewer where they are not in conflict with new

drainage. DCW&S will add a section of gravity sewer along US-78 in private easement where service adjustments could not be made to clear proposed ditch cuts or drainage. DCW&S will relocate forced main out from proposed pavement to new right of way along North Maple. Dorchester County Water and Sewer will have their work included in the roadway improvement contract. Dorchester County Water and Sewer will need to relocate their forced main early at the intersection of US-78 and North Maple due to depths, prior to the installation of the Summerville CPW water main which is being relocated at a shallower depth.

- d. **Dominion Energy Gas:** Dominion received permission from SCDOT to remain in place under the pavement where they are not in conflict with new drainage or grade changes along Parsons Road. The contractor shall be mindful of any gas mains remaining and should pothole at any ditch cuts. No conflicts are expected, but if any conflict arises, the contractor shall contact Dominion Energy for a vertical offset. Dominion will relocate within new right of way where conflicts exist in other portions of the project. Dominion will retire a large portion of their gas lines along North Maple Street between the Norfolk Southern Railroad and US-78. Dominion Energy plans to complete their work during the projects scheduled utility window.
- e. **AT&T:** AT&T's buried lines were predominately in conflict with this project and will be relocated outside the pavement, inside the proposed right-of-way. All telephone pedestals and services were also addressed with their overall relocations. AT&T plans to complete their work during the projects scheduled utility window.
- f. **Charter / Spectrum:** Charter / Spectrum will have to relocate at every pole that Dominion relocates. They will also have to adjust some minor service drops and pedestals that may be impacted. Charter / Spectrum will be included in the Dominion Energy Joint Use Duct Bank where Dominion transitions to underground power along North Maple Street. Charter / Spectrum plans to complete their work during the projects scheduled utility window subject to the Dominion Energy schedule.
- g. **Segra:** Segra underground fiber has multiple pavement and storm drain conflicts within the project footprint along US-78 and along North Maple Street north of US-78 and will be relocating to new ROW to clear conflicts. Segra will also coordinate with Dominion Energy on the Joint Use Duct Bank at their bore at the North Maple / US-78 intersection. Segra plans

