

Name _____

Address _____

**Clarendon County
Office of Procurement
Manning, South Carolina**

BID NO. CCTC-2014-0922

Type: 2014 ROADWAYS & DRAINAGE IMPROVEMENTS PROJECT

PROJECT DESCRIPTION:

The project will consist of:

- Widening 13 existing dirt roads (approximately 5.41 miles), improving roadway drainage ditches, replacement of existing driveway pipes and cross lines, preparation of cement stabilized earth base course (6"), and placement of Hot Mix Asphalt Surface Course Type C (150 #/SY) as a final riding surface.

CLARENDON COUNTY

NOTICE.....NOTICE.....NOTICE.....NOTICE.....NOTICE.....NOTICE

THIS BID IS NONTRANSFERABLE. WHEN BIDDING, THE BID MUST BE RETURNED IN THE SAME NAME AS IT WAS ISSUED. THIS ENTIRE BID BOOKLET MUST BE RETURNED AS YOUR BID. DO NOT REMOVE OR REARRANGE ANY SHEETS IN THIS BID BOOKLET.

REQUEST FOR BIDS

CLARENDON COUNTY, South Carolina is soliciting sealed and competitive bids from qualified contractors for the 2014 Roadways & Drainage Improvements Project.

Sealed bids clearly marked **"2014 Roadways & Drainage Improvements Project Bid No. CCTC-2014-0922"** shall be accepted by the Clarendon County Office of Procurement, 411 Sunset Dr. Room 603, Manning, SC 29102 until 2:00 PM, Eastern Standard Time (EST), Monday, September 22, 2014. Bids will not be accepted after the above date and time.

A non-mandatory pre-bid conference is scheduled for 2:00 PM, Monday, September 8, 2014, at 411 Sunset Dr., Clarendon County Council Chambers, Manning, SC 29102.

A complete set of bid documents may be obtained for \$60.00 (non-refundable) per set from the office of the Consultant, ICA Engineering, Inc., 501 Huger Street, Columbia, South Carolina, 29201. Details of the work may be seen for examination at the offices of AGC in Columbia, SC, and at the office of the Consultant.

The work under this Contract will consist of:

- 1) *Widening 13 existing dirt roads (approximately 5.41 miles), improving roadway drainage ditches, replacement of existing driveway pipes and cross lines, preparation of cement stabilized earth base course (6"), and placement of Hot Mix Asphalt Surface Course Type C (150 #/SY) as a final riding surface.*

All work on the project must be completed within 120 consecutive calendar days from the date of Notice to Proceed. Bidders must be legally qualified under the provisions of the South Carolina Contractors Licensing Law. Bids shall remain valid for approximately one hundred and twenty (120) days after opening of bids. Bids must be sealed with name and address of bidder, Contractor's License Number and accompanied by a Bidder's Bond, for 5 percent (5%) of the amount of the bid. Bid Bond will be duly executed by the bidder as principal and having as surety thereon a surety company licensed to do business in the State of South Carolina. Successful bidder will be required to furnish a satisfactory Performance and Payment Bond each in the amount of 100 percent (100%) of the bid.

Clarendon County reserves the right to reject any and all bids, portions thereof, to waive minor technicalities and informalities, and to make an award deemed in its best interest.

COUNTY OF CLARENDON
Office of Procurement, 411 Sunset Dr. Room 603, Manning, SC 29102

INVITATION FOR BIDS

BID NUMBER: CCTC-2014-0922

DATE: 09/22/2014

OPENING DATE AND TIME: September 22, 2014 2:00 p.m. EST.

OPENING LOCATION: Clarendon County Council Chambers
411 Sunset Dr.
Manning, SC 29102

PROCUREMENT FOR:

Subject to the conditions, provisions and the enclosed specifications, sealed bids will be received at this office until the stated date and time and then publicly opened.

BID NUMBER MUST BE SHOWN ON THE OUTSIDE OF ENVELOPE.
CONSTRUCTION CONTRACTS MUST ALSO INDICATE BIDDER'S LICENSE AND CONTRACTOR'S LICENSE NUMBERS ON THE ENVELOPE.

DIRECT ALL INQUIRES TO: Wes Lockard, P.E.
ICA Engineering, Inc.
P.O. Box 50800
Columbia, South Carolina 29250
Phone: 803-254-5800
Fax: 803-929-0334

NOTICE TO BIDDERS: Each bidder shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this bid. The failure or omission of a bidder to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this bid or to the contract.

A complete set of bid documents including large size plans is available for \$60.00 from the office of the Consultant located at 501 Huger Street, Columbia, SC 29201. **Refunds will not be made on bid documents or plans.**

SOLICITATION#: CCTC-2014-0922

PROCUREMENT: Clarendon County

"NO BID" RESPONSE FORM

To submit a "No Bid" response for this project, this form must be completed for your company to remain on our bidders list for commodities/services referenced. If you do not respond your name may be removed from this bidders list. In order to ensure that the County file has current information, or if you wish to be added to Clarendon County's Vendor Listing, you must also return the Certificate of Familiarity form completed in its entirety.

Note: Please show the solicitation number on the outside of the envelope.

Please check statement(s) applicable to your "No Bid" response --

- Specifications are restrictive; i.e. geared toward one brand or manufacturer only (explain below).
- Specifications are ambiguous (explain below).
- We are unable to meet specifications.
- Insufficient time to respond to the solicitation.
- Our schedule would not permit us to perform.
- We are unable to meet bond requirements.
- We are unable to meet insurance requirements.
- We do not offer this product or service.
- Remove us from your vendor list for this commodity/service.
- Other (specify below).

Comments:

Company Name (as registered with the IRS)

Authorized Signature

Correspondence Address

Printed Name

City, State, Zip

Title

Date

_____/_____
Telephone Fax

BOND REQUIREMENTS

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

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

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

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

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

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

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

**FAILURE TO SUBMIT CORRECT BID GUARANTEE WILL RESULT IN REJECTION OF OUR BID. OWNER
- COUNTY OF CLARENDON**

INSTRUCTIONS TO BIDDERS

1. Only one copy of bid invitation is required, unless otherwise stated.
2. Bids, amendments thereto or withdrawal request must be received by the time advertised for bid openings to be timely filed. It is the vendor's sole responsibility to insure that these documents are received by the purchasing office at the time indicated in the bid document.
3. When specifications or descriptive papers are submitted with the bid invitation, enter bidder's name thereon.
4. Submit your signed bid on the bidder's schedule provided. Show bid number on envelope as instructed. Clarendon County assumes no responsibility for unmarked or improperly marked envelopes.
5. Bidders must clearly mark as "Confidential" each part of their bid which they consider to be proprietary information that could be exempt from disclosure under Section 30-4-4C Code of Laws of South Carolina, 1976, (1986 Cum Supp) Freedom of Information Act. The County reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the County or its agents for its determination in this regard.
6. By submission of a bid, you are guaranteeing that all goods and services meet the requirements of the solicitation during the contract period.
7. This solicitation does not commit the County of Clarendon to award a contract, to pay any cost incurred in the preparation of the bid, or to procure or contract for goods or services listed herein.
8. **CORRECTION OF ERRORS ON THE BID FORM:** All prices and notations shall be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Erasures or use of typewriter correction fluid may be cause for rejection. No bid shall be altered or amended after specified time for opening.
9. **BIDDERS SCHEDULE:** Enter the manufacturer, brand, and model/catalog number, as applicable, and your bid price in the space provided on the bidder's schedule. Additional pages may be attached, when applicable, for alternates, etc.
10. **NOTIFICATION:** In order to receive a copy of the bid tabulation or notification of Intent to Award/Statement of Award you must enclose a self-addressed stamped envelope. Notification will not automatically be provided. Intent to Award/Statement of Award will be publicly posted in the County Administration Building Lobby.
11. **RIGHT TO PROTEST:** Any prospective bidder, offeror, or contractor, who is aggrieved in connection with the solicitation of a contract shall protest in writing to the Procurement Manager within ten (10) calendar days of the date of issuance of the Invitation to Bid, Requests for Proposals or other solicitation documents, whichever is applicable, or any amendment thereto, if the amendment is at issue. Any bidder, offeror, or contractor, who is aggrieved in connection with the intended award or award of a contract, shall protest in writing to the procurement manager within ten (10) calendar days of the notification of intent to award or statement of award.

GENERAL PROVISIONS

1. The County of Clarendon reserves the right to reject any and all bids, to cancel a solicitation, and to waive any technicality if deemed to be in the best interest of the county.
2. Unit prices will govern over extended prices unless otherwise stated in this bid invitation.
3. **PROHIBITION OF GRATUITIES:** Amended section 8-13-420 of the 1976 Code of Laws of South Carolina states: "Whoever gives or offers to any public official or public employee any compensation including a promise of future employment to influence his action, vote, opinion or judgment as a public official or public employee or such public official solicits or accepts such compensation to influence his action, vote, opinion or judgment shall be subject to the punishment as provided by Section 16-9- 210 and Section 16-9-220."
4. **BIDDERS QUALIFICATION:** Bidders must, upon request of the county, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. The

County reserves the right to make the final determination as to the bidder's ability to provide the products or services requested herein.

5. **BIDDERS RESPONSIBILITY:** Each bidder shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this bid. It is expected that this will sometimes require on-site observation. The failure or omission of a bidder to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this bid or to the contract.
6. **AWARD CRITERIA:** The contract shall be awarded to the lowest responsible and responsive bidder(s) whose bid meets the requirements and criteria set forth in the Invitation for Bid. The award can be made to one or a multiple of vendors; whichever is in the best interest of the county, or unless otherwise stated on bidders schedule.
 - 6.1 All things considered equal, a tie bids will be resolved by the flip of the coin, or to the Clarendon County vendor, whichever the case may be.
7. **WAIVER:** The County reserves the right to waive any Instruction to Bidders, General or Special Provisions, General or Special Conditions, or specifications deviation if deemed to be in the best interest of the county.
8. **COMPETITION:** This solicitation is intended to promote competition. If any language, specifications, terms and conditions, or any combination thereof restricts or limits the requirements in this solicitation to a single source, it shall be the responsibility of the interested vendor to notify the Procurement Services Office in writing within five (5) days prior to the opening date. The solicitation may or may not be changed but a review of such notification will be made prior to the award.
9. **REJECTION:** Clarendon County reserves the right to reject any bid that contains prices for individual items or services that are inconsistent or unrealistic when compared to other prices in the same or other bids or ambiguous bids which are uncertain as to terms, delivery, quantity, or compliance with specifications may be rejected or otherwise disregarded if such action is in the best interest of the county.

GENERAL CONDITIONS

1. **DEFAULT:** In case of default by the contractor, the county reserves the right to purchase any or all items in default in the open market, charging the contractor with any excessive costs. Should such charge be assessed, no subsequent bids of the defaulting contractor will be considered until the assessed charge has been satisfied.
2. **NON-APPROPRIATION:** Any contract entered into by the County resulting from this bid invitation shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.
3. **INDEMNIFICATION:** The contractor agrees to indemnify and save harmless the County of Clarendon and all County officers, agents and employees from claims, suits, actions, damages and costs of every name and description, arising out of or resulting from the use of any materials furnished by the Contractor, provided that such liability is not attributable to negligence on the part of the county or failure of the county to use the materials in the manner outlined by the Contractor in descriptive literature or specifications submitted with the Contractor's bid.
4. **CONTRACT ADMINISTRATION:** Questions or problems arising after award of this contract shall be directed to the Procurement Manager by calling 803-433-3240. Copies of all correspondence concerning this contract shall be sent to the Procurement Director, Clarendon County Office of Procurement, 411 Sunset Dr., Room 603, Manning, SC 29102. All change orders must be authorized in writing by the County Administrator. Clarendon County shall not be bound to any change in the original contract unless approved in writing by the County Administrator.
5. **FORCE MAJEURE:** The Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without fault or negligence of the contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor and without excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required delivery schedule.

6. PUBLICITY RELEASES: Contractor agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the User. The contractor shall not have the right to include the county's name in its published list of customers without prior approval of the county. With regard to news releases, only the name of the County, type and duration of contract may be used and then only with prior approval of the county. The contractor also agrees not to publish, or cite in any form, any comments or quotes from the County Staff unless it is a direct quote from the Public Information Officer.
7. QUALITY OF PRODUCT: Unless otherwise indicated in this bid it is understood and agreed that any items offered or shipped on this bid shall be new and in first class condition unless otherwise indicated herein.
8. S.C. LAW CLAUSE: Upon award of a contract under this bid, the person, partnership, association or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business with this State. Notwithstanding the fact that applicable statutes may exempt or exclude the successful bidder from requirements that it be authorized and/or licensed to do business in this State, by submission of this signed bid, the bidder agrees to subject himself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.
9. ASSIGNMENT: No contract or its provisions may be assigned, sublet, or transferred without the written consent of the Procurement Manager.
10. AFFIRMATIVE ACTION: The successful bidder will take affirmative action in complying with all Federal and State requirements concerning fair employment and treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap.
11. BIDDING CONDITION OF PRICE: All bid prices submitted shall remain effective for a minimum period of 120 days, unless otherwise stated. The county reserves the right to make additional purchases at the submitted bid prices, during the specified period.
12. 5% S.C. SALES TAX: 5% sales tax will be added to all orders; however, lump sum bids shall include sales tax in bid price unless otherwise noted. ***By submission of a signed bid, you are certifying, under penalties of perjury, that you comply with section 12-54-1020(B) of the SC Code of Laws 1976, as amended, relating to payment of any applicable taxes. This will certify to the County your compliance.***

Non-resident contractors (service/labor providers) and rental recipients must provide an affidavit that the non-resident is registered with the South Carolina Department of Revenue or the South Carolina Secretary of State's Office (See Form I-312 Non-resident Taxpayer Registration Affidavit, Income Tax Withholding). Reference South Carolina Withholding Tax Amendments Code Section 12-9-310 (A)(3).

Forms to register for all taxes administered by the South Carolina Department of Revenue may be obtained by calling the License and Registration Section at (803) 737-4872 or by writing to the South Carolina Department of Revenue, Registration Unit, Columbia, South Carolina 29214-0140.

13. PAYMENT TERMS: Payment will be made within thirty (30) days after acceptance of completed order/project in accordance with the payment schedule. Payment application for construction contracts are to be submitted on an AIA Application for Payment form. Retainage for construction contracts will be as follows: 10% of completed, 10% of stored materials. Partial payments will be made as follows: Provided an application for payment is received by the Engineer, or project manager, no later than the 10th of the month, the Owner shall make payment to the Contractor not later than the 30th day of the same month. If an application for payment is received by the Engineer after the 10th day of the month, payment shall be made by the Owner no later than 20 days after the Engineer, or project manager, receives the application for payment. **There will be no exceptions to these payment terms unless approval is obtained in writing from the Procurement Manager prior to bid opening date.**
14. BID REQUIREMENTS: Bid requirements on the equipment specified are not intended to be restrictive to potential bidders, but indicate the required features for satisfactory performance. Clarendon County will determine if minor deviations from these features are acceptable.
15. DEVIATIONS FROM SPECIFICATIONS: Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications,

and successful bidder will be held responsible therefor. Deviations must be explained in detail on separate attached sheet(s). The listing of deviations, if any, is required but will not be construed as waiving any requirements of the specifications. Deviations found in the evaluation of the bid and not listed may be cause for rejection. Bidders offering substitute or equal items must provide information sufficient enough to determine acceptability of item offered.

16. **CONTRACT:** This bid and submitted documents, when properly accepted by Clarendon County along with a written purchase order, shall constitute a contract equally binding between the successful offeror, and Clarendon County. No different or additional terms will become a part of this contract with the exception of a Change Order.
17. **CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the Procurement Manager.
18. **AMENDMENTS:** All amendments to and interpretations of this solicitation shall be in writing and issued by the Procurement Manager of Clarendon County. Clarendon County shall not be legally bound by any amendment or interpretation that is not in writing.
19. **BID EVALUATION:** Bids received will be evaluated by the Procurement Manager or designee. However, based on bid total, final decision for bid award may rest with the Clarendon County Council. Factors to be considered during the evaluation process include, but are not limited to cost, qualifications, reputation and dependability of the contractor.
20. **ARBITRATION:** Under no circumstances and with no exception will Clarendon County act as arbitrator between the Contractor and any subcontractor.
21. **DELIVERY:** Clarendon County requires that delivery be made to specified destination within the shortest time frame possible. Delivery shall arrive between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday, provided that such day is not a legal holiday. The current purchase order number must be indicated on all delivery tickets.
22. **SHIPPING:** All deliveries shall be shipped F.O.B. point Destination-freight prepaid, the seller pays and bears all freight charges; collect shipments will not be accepted. It is agreed by the parties hereto that delivery by the contractor to the common carrier does not constitute delivery to the County. Any claim for loss or damage shall be between the contractor and the carrier.
23. **"OR APPROVED EQUAL":** Certain processes, types of equipment or kinds of material are described in the specifications and/or on the drawings by means of trade/brand names and catalog numbers. In each instance where this occurs, it is understood and inferred that such description is followed by the words "or approved equal". Such method of description is intended merely as a means of establishing a standard of comparability. However, the Owner reserves the right to select the items which, in the judgment of the Owner, are best suited to the needs of the Owner based on price, quality, service, availability, and other relative factors. Bidders must indicate brand name, model, model number, size, type, weight, color, etc., of the item bid, if not exactly the same as the item specified. Vendor's stock number or catalog number is not sufficient to meet this requirement. If any bidder desires to furnish an item different from the specifications, vendor shall submit along with the bid, the information, data, pictures, designs, cuts, etc., of the material they plan to furnish so as to enable the Owner to compare the material specified; and, such material shall be given due consideration. The Owner reserves the right to insist upon, and receive items as specified if the submitted items do not meet the Owner's standards for acceptance.
24. **ALTERNATE BIDS:** Bidders wishing to submit an alternate for consideration that does not meet the county specifications (or approved deviations), must submit their proposal as an alternate bid.
25. **PROMPT PAYMENT DISCOUNT TERMS:** Prompt payment discount terms will be calculated from the point of complete order acceptance for services and/or commodities ordered.

SPECIAL TERMS AND CONDITIONS

1. **LICENSES, PERMITS, INSURANCE, & TAXES:** All costs for required licenses, insurance, and taxes shall be borne by the Contractor.

2. **BUILDING CODES:** The contractor will be solely responsible for compliance with applicable Building Code requirements, all dimensions, and all conditions relating to his work under this contract.
3. **WORKMANSHIP:** Workmanship shall be first quality in every respect. All measures necessary to ensure a first class job shall be taken.
4. **WATCHMEN:** It is not required that a full-time watchman be employed on this job, however the contractor shall be responsible for the safekeeping of materials and protection of the public during the entire construction period.
5. **INTERFERENCE:** The construction work must be carried on in such a manner, consistent with the practical conditions involved in the erection of the new work, as to cause the least amount of interference and inconvenience to the occupants of nearby or adjoining buildings or property.
6. **PROTECTION OF ADJACENT WORK:** Protect work and adjacent work at all times with suitable covering or by other approved methods. All damage to work in place caused by the contractor shall be repaired and restored to the original good and acceptable condition using same quality and kinds of materials, as required, to match and finish with adjacent work.
7. **SITE CLEANING:** The contractor shall keep the construction site clean and free from an accumulation of debris or materials during the construction. At the completion of the work, the entire facility and premises shall be left clean. All accumulations of trash and other materials which are not to be used in the construction must be removed from the premises on a daily basis.
8. **TIME LIMIT:** It is hereby understood and agreed by the parties hereto that time is of the essence in this contract and that great energy and diligence shall characterize all operations carried on under this agreement.
9. **FINAL INSPECTION:** At the completion of the contract work, a representative of the Owner shall accompany the contractor on an inspection of the work. All defects found in the work will be corrected by the contractor before final payment will be authorized.
10. **GUARANTEE:** Upon completion of the work and before final payment is made, the contractor shall furnish the Owner a guarantee stating that the contractor shall keep his entire portion of the work in repair, without expense to the Owner, as far as concerns defects of workmanship for a period of one (1) years from the date of final Certificate (unless specified for a longer time elsewhere) and he shall be responsible for, and make good any damage to his work caused by such defect; but this clause shall not be interpreted as holding him responsible for making good any deterioration on his part of the work due to its use or abuse by the Owner.
11. **CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE:**
 - 11.1 Contractor shall not commence work under this contract until he has obtained all insurance required hereunder and such insurance has been approved by Clarendon County, nor shall the contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been obtained and approved. **APPROVAL OF THE INSURANCE BY CLARENDON COUNTY SHALL NOT RELIEVE OR DECREASE THE LIABILITY OF THE CONTRACTOR HEREUNDER.**
 - 11.2 **Compensation and Employer's Liability Insurance:** The contractor shall take out and maintain, during the life of this contract, the statutory Workmen's Compensation and Employer's Liability Insurance for all of his employees to be engaged in work on the project under this contract, and in case any such work is sublet, the contractor shall require the subcontractor similarly to provide Workmen's Compensation and Employer's Liability Insurance for all of the latter's employees to be engaged in such work.
 - 11.3 **Bodily Injury and Property Damage Liability Insurance:** The contractor shall take out and maintain, during the life of this contract, such Bodily Injury Liability and Property Damage Liability Insurance and Automobile Bodily Injury Liability and Property Liability Insurance as shall protect him and any subcontractor performing work covered by this contract from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this contract, whether such operations be by himself or by any subcontractors or by anyone directly or indirectly employed by either of them and the amounts of such insurance shall be no less than:
 - 11.3.1 Bodily Injury Liability Insurance in an amount not less than one hundred thousand dollars (\$100,000.00) for injuries, including wrongful death on any one person and subject to the same limit for

each person in an amount not less than three hundred thousand dollars (\$300,000.00) on account of one accident.

11.3.2 Property Damage Insurance in an amount not less than one hundred thousand dollars (\$100,000.00).

11.4 Owner's Protective Liability Insurance: The contractor shall take out, furnish to Clarendon County, and maintain during the life of this contract, complete Owner's Protective Liability Insurance in an amount as specified in Section 11.3 above, for Bodily Injury Liability Insurance and for Property Damage Liability Insurance.

11.5 The County, its officers and employees shall be named as an "additional insured" in the Automobile and General Liability policies and it shall be stated on the Insurance Certificate with the provision that this coverage "is primary to all other coverage the County may possess".

12. PROOF OF REQUIRED COVERAGE: The Contractor shall furnish Clarendon County with certificates showing the type, amount, class of operations covered, effective dates, and dates of expiration of policies. Such certificates shall also contain substantially the following statements: "The insurance covered by this certificate will not be canceled or materially altered, except after ten (10) days written notice has been received by Clarendon County."

CERTIFICATE OF FAMILIARITY

The undersigned, having fully familiarized with the information contained within this entire solicitation and applicable amendments, submits the attached bid and other applicable information to the County, which I verify to be true and correct to the best of my knowledge. I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies or equipment, and is in all respects, fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid. **By submission of a signed bid, I certify, under penalties of perjury, that the below company complies with section 12-54-1020(B) of the SC Code of Laws 1976, as amended, relating to payment of any applicable taxes.** I further certify that this bid is good for a period of one hundred and twenty (120) days, unless otherwise stated.

Company Name (as registered with the IRS)

Authorized Signature

Correspondence Address

Printed Name

City, State, Zip

Title

Date

Telephone Number

CONTRACTOR'S BIDDERS LICENSE # _____

CONTRACTOR'S LICENSE # _____

Remittance Address

City, State, Zip

Fax Number

Telephone Number

Toll-Free Number if available

Federal Tax ID Number

SC Sales Tax Number

Option: To be added to the Bidder's List, please indicate all commodities/services provided by your company

AFFIDAVIT

STATE OF _____

COUNTY OF _____

Personally appeared before me _____ who being first duly sworn say that he is a member of the firm of _____ and further says that his firm, association, or corporation has not either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the submission of a bid on the above-named project.

Further, _____ swears and affirms that all legal formalities required for the proper execution of affidavits pursuant to the laws of his state have been complied with and further agrees, on behalf of himself, his firm, association or corporation, that in any subsequent prosecution for perjury of him, his firm, association or corporation, it shall not be a defense to such charge of perjury that said formalities were not in fact complied with.

SWORN to before me this _____

day of _____, 2014.

Company

Legal Signature

Notary Public for _____

DECLARATION

I certify that I am an officer of the firm listed below and under penalty of perjury under the laws of the United States and South Carolina declare that this firm, association or corporation has not either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the submission of a bid on the above-named project.

Company

Legal Signature

It is further proposed:

To do all Extra Work which may be required to complete the work contemplated, at unit prices or lump sums, to be agreed upon in writing prior to starting such extra work, or if such prices or sums cannot be agreed upon, to perform such work on a Force Account basis, as provided for in the Specifications.

To execute the form of Contract within twenty days from the date of the award of contract, to begin work on the date specified, and to prosecute said work so as to complete it as specified in the Special Provisions.

To furnish a Performance and Indemnity Bond in the full amount of the contract and a Payment Bond in the amount of not less than 100% of the contract.

To guarantee all of the work performed under this Contract to be done in accordance with the Specifications and in good and workmanlike manner; and to renew or repair any work which may be rejected, due to defective materials or workmanship, prior to final completion and acceptance of the work.

To furnish a statement, on demand of the County, showing financial and general responsibility.

Enclosed is the required Proposal Guaranty in the form of a Bid Bond on SCDHPT Form No. 674 in the amount of 5% of this bid. It is understood that should the undersigned fail to execute the contract after an official award has been made the Surety executing this bond will, upon demand, forthwith make payment to the Clarendon County Treasurer's Office of the total amount of the bond.

The County reserves the right, should tie bids be received, to choose the low bid by chance.

Seal

Signed:

(Officer)

(Company)

(Address)

Name

Title

Address

Incorporated under the laws of the State of:

(Note-Signatures and other information are to comply with Subsection 102.06 of the Specifications)

Remittance Address

City, State, Zip

Fax Number

Telephone Number

Toll-Free Number if available

Federal Tax ID Number

SC Sales Tax Number

Option: To be added to the Bidder's List, please indicate all commodities/services provided by your company

DRUG-FREE WORKPLACE CERTIFICATION

In accordance with Section 44-107-30, South Carolina Code of Laws (1976), as amended, and as a condition precedent to the award of the above-referenced contract, the undersigned
, who is a member of the firm of _____ (hereinafter contractor) certifies on behalf of the contractor that the contractor will provide a drug-free workplace by:

- (1) publishing a statement notifying employees that the unlawful manufacture, distribution, dispensations, possession, or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of the prohibition;
- (2) establishing a drug-free awareness program to inform employees about:
 - (a) the dangers of drug abused in a workplace;
 - (b) the person's policy of maintaining a drug-free workplace;
 - (c) any available drug counseling, rehabilitation, and employee assistance programs:
and
 - (d) the penalties that may be imposed upon employees for drug violations;
- (3) making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by item (1);
- (4) notifying the employee in the statement required by item (1) that, as a condition of employment on the contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after the conviction;
- (5) notifying the South Carolina Department of Highways and Public Transportation within ten days after receiving notice under item (4) (b) from an employee or otherwise receiving actual notice of the conviction;
- (6) imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee convicted as required in Section 44-107-50; and
- (7) making a good faith effort to continue to maintain a drug-free workplace through implementation of items (1), (2), (3), (4), (5), and (6).

WITNESSES:

CONTRACTOR

By: _____
Legal Signature

Date: _____, 2014

SPECIAL PROVISIONS

CLARENDON COUNTY
PROJECT NUMBER

CCTC-2014-0922

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

This project will be constructed under the direct supervision of the Clarendon County Department of Public Works, County Engineer's Office.

1) ERRATA TO 2007 STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION:

See attached Supplemental Specification dated May 4, 2009.

2) SECTION 101: SUBSTANTIAL COMPLETION OF WORK

Section 101.3.76 is hereby replaced with the following:

101.3.76 Substantial Completion of Work

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

3) SECTION 101: STANDARD DRAWINGS:

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

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

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

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

Plan holders desiring further information or interpretation of the Proposal or Plans shall make a written request for such information to Clarendon County no later than Noon on September 15, 2014. Facsimiles are accepted at (803) 254-5800. Correspondence can be mailed to the following address:

ICA Engineering
Clarendon County 2014 Roadways & Drainage Improvements Project
501 Huger St.
Columbia, SC 29201

5) SECTION 102: PROPOSAL ITEMS AND QUANTITIES:

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

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

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

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

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

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

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

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

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

7) SECTION 106: SOUTH CAROLINA MINING ACT:

See Attached Supplemental Specification Dated March 20, 2003.

This Supplemental Specification is hereby modified as follows:

Paragraph 9 is hereby deleted and replaced with the following:

The deputy secretary for engineering, or his duly appointed representative, will make a final inspection of the reclaimed area and keep a permanent record of his approval thereof. A map or sketch providing the location and approximate acreage of each pit used on the project will be provided to the resident construction engineer for inclusion in the final plans.

The last paragraph is hereby deleted and replaced with the following:

The contractor shall comply with the provisions of the plan that are applicable to the project as determined by the engineer. Seeding or other work necessary to comply with the plan on pits

furnished by the contractor shall be at the expense of the contractor. Seeding shall be in accordance with SC-M-810 (latest version) which can be found at http://scdot.org/doing/sup_tech_specs.shtml.

8) SECTION 106: CONSTRUCTION QUALITY CONTROL AND ASSURANCE TESTING

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

9) SECTION 106: QUALIFIED PRODUCT LISTINGS

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

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

See attached Addendum dated June 13, 1990.

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

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

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

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

Utility Contacts for this project are:

Utility Company	Contact Name	Phone Number
Black River Electric Cooperative	Charlie Allen	(800) 469-8060
Santee Electric Cooperative	Justin Harrington	(843) 355-6187
Progress Energy	Mark Evans	(803) 934-2508
Time Warner Cable	-	(803) 473-3282
Farmers Telephone Company	Mr. Rowland	(803) 468-5971
Verizon	-	(803) 854-2409

12) DISADVANTAGED BUSINESS ENTERPRISE (DBE):

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

State of South Carolina and the Federal department of Transportation and acceptable to the County.

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

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

- a. to certify its compliance with the requirements of Chapter 14 of Title 8 of the S.C. Code of Laws regarding Unauthorized Aliens and Public Employment;
- b. to provide Clarendon County and/or SCDOT with any documents required to establish such compliance upon request; and
- c. to register and participate and require agreement from subcontractors and subsubcontractors to register and participate in the federal work authorization program to verify the employment authorization of all new employees, or to employ only workers who supply the documents required pursuant to S.C. Code 8-14-20(B)(2).

14) SECTION 108: TEMPORARY SUSPENSION OF THE RESURFACING WORK:

In addition to complying with Sub-section 108.7 of the Standard Specifications, the Contractor must abide by the following:

Once work on a road commences, the Contractor must not suspend work on the road without written permission from the Engineer. In the event the Contractor suspends work without such approval, additional liquidated damages in the amount of \$500.00 per calendar day will be assessed for the unauthorized suspended work period.

15) SECTION 108: PROSECUTION OF THE RESURFACING WORK:

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

16) SECTION 108: PAVING OPERATIONS:

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

17) SECTION 108: CONTRACT TIME AND DETERMINATION AND EXTENSION OF CONTRACT TIME: Completion Date for this contract shall be the date determined by commencing with the "Award of Contract" and adding **120** calendar days.

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

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

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

19) SECTION 109: DRIVEWAYS

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

20) SECTION 109: RETAINAGE

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

21) SECTION 109: PROMPT PAYMENT CLAUSE:

See attached Supplemental Specification dated January 5, 2012.

22) SECTION 301: ROADWAY TYPICAL SECTION:

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

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

23) SECTION 305: MAINTENANCE STONE:

Maintenance Stone used on this project shall conform to the gradation requirements of Section 305, or to the gradation specified for Aggregate No. CR-14 in the Standard Specifications.

24) SECTION 307: CEMENT MODIFIED EARTH BASE COURSE:

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

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

replaced with suitable material. Testing the cement application rate and depth of base course will still be necessary.

25) SECTION 400: HOT MIX ASPHALT QUALITY ASSURANCE:

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

26) SECTION 400: ROADWAY PAVING:

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

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

Roadway paving for the dirt road paving projects is to consist of a maximum width possible within the ditch to ditch right of way.

Hot Mix Asphalt Surface Course Type C (150 #/SY) will be placed after the cement stabilized earth base course as a final riding surface. The hot mix asphalt surface course will be placed in accordance with Section 403 of the SCDOT Standard Specifications (including tack coat).

Section 406.4.1 restriction of surface treatment between the dates of October 15 and March 15 will be amended to only require the ambient temperature of 60 degrees or higher to be applied. The application of the asphalt surface treatment will be at the discretion of the Clarendon County Engineer.

27) SECTION 401: RATE OF APPLICATION:

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

28) SECTION 401: DRESSING OF SHOULDERS:

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

29) SECTION 401: TRANSPORTATION AND DELIVERY OF MIXES:

See attached Supplemental Specification dated July 1, 2010.

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

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

31) SECTION 600: TRAFFIC CONTROL:

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

GENERAL REGULATIONS -

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

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

During operation of changeable message signs, place the changeable message sign on the shoulder of the roadway no closer than 6 feet between the sign and the near edge of the adjacent travel lane. When the sign location is within 30' of the near edge of a travel lane open to traffic, supplement the sign location with no less than 5 portable plastic drums placed between the sign and the adjacent travel lane for delineation of the sign location. Install and maintain the drums no closer than 3 feet from the near edge of the adjacent travel lane. This requirement for delineation of the sign location shall apply during all times the sign location is within 30' of the near edge of a travel lane open to traffic, including times of operation and non-operation. Oversized cones are prohibited as a substitute for the portable plastic drums during this application.

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

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

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

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

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

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

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

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

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

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

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

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

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

LANE CLOSURE RESTRICTIONS -

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

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

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

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

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

LANE CLOSURE RESTRICTIONS - (EXTENDED HOLIDAY PERIODS) –

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

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

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

EXTENDED HOLIDAY LANE CLOSURE PROHIBITIONS

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

SHOULDER CLOSURE RESTRICTIONS -

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

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

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

GUARDRAIL REPLACEMENT -

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

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

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

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

TYPICAL TRAFFIC CONTROL STANDARD DRAWINGS –

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

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

ADDENDUMS

Traffic Control Pay Items

(Addendums to the "2007 Standard Specifications for Highway Construction")

(A) Trailer-Mounted Changeable Message Signs –

Sub-section 606.5 Measurement (paragraph 2) –

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

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

Sub-section 606.6 Payment (paragraph 2) –

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

Sub-section 606.6 Payment (paragraph 3) –

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

(B) Construction –

Sub-section 601.4.2 Construction Vehicles (paragraph 2) -

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

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

(C) Category I Traffic Control Devices –

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

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

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

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

Reflectorize each drum with Type III – Microprismatic retroreflective sheeting: 2 orange and 2 white retroreflective bands, 6 inches wide on all projects let to contract after May 1, 2010 unless otherwise

specified. Alternate the orange and white retroreflective bands with the top band always being orange. Ensure that any non-reflectorized area between the orange and white retroreflective bands does not exceed 2 inches. Do not splice the retroreflective sheeting to create the 6-inch retroreflective bands. Apply the retroreflective sheeting directly to the drum surface. Do not apply the retroreflective sheeting over a pre-existing layer of retroreflective sheeting.

(D) Truck-Mounted Attenuator –

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

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

(E) (E) Flagging Operations –

Sub-section 610.4.1.1 Flagging Operations (paragraph 1) –

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

LENGTH OF CLOSURE MAXIMUM TIME DURATION FOR STOPPED TRAFFIC

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

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

PERMANENT CONSTRUCTION SIGNS -

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

Clubhouse Group

SCHEME C:

EB Sam Nexsen Rd.	76 Square Feet
WB Sam Nexsen Rd.	76 Square Feet
Total	152 Square Feet
EB M.W.Rickenbacker Rd.	76 Square Feet
WB M.W.Rickenbacker Rd.	76 Square Feet
Total	152 Square Feet

SCHEME E:

SB Henry Rd.	24 Square Feet
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Total 24 Square Feet

Joyce Rd. (Segment 2)

SCHEME C:

EB M.W.Rickenbacker Rd.	76 Square Feet
WB M.W.Rickenbacker Rd.	76 Square Feet
Total	152 Square Feet

SCHEME E:

SB Joyce Rd.	24 Square Feet
Total	24 Square Feet

Farmstead Group

SCHEME C:

EB Raccoon Rd.	76 Square Feet
WB Raccoon Rd.	76 Square Feet
Total	152 Square Feet

EB S.C. 260	76 Square Feet
WB S.C. 260	76 Square Feet
Total	152 Square Feet

Walter Rd./Eagerton Rd.

SCHEME C:

NB Panola Rd.	76 Square Feet
SB Panola Rd.	76 Square Feet
Total	152 Square Feet

SCHEME E:

SB Eagerton Rd.	24 Square Feet
NB Eagerton Rd.	24 Square Feet
Total	48 Square Feet

Pay Items

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

PERMANENT CONSTRUCTION SIGNS -

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

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

Method of Measurement:

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

Basis of Payment:

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

32) SECTION 610: WORK ZONE CONTROL PROCEDURES:

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

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

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

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

33) SECTION 714: DRAINAGE PIPES:

All existing driveway pipes will be replaced with Class III reinforced concrete pipe. All pipe installations will be backfilled with native material, compacted in lifts, and pass a proof-roll test for approval. Installation shall match existing grade as closely as possible. The contractor shall provide adequate notice to the owners of his schedule for driveway improvements and for how long access to the driveway may be closed. The contractor will replace all crosslines with the same sized reinforced concrete pipe at the same grade, location, and elevation of the existing crosslines (unless instructed otherwise by the Engineer). Riprap shall be placed at both ends of the each driveway and crossline pipe (but not within the existing ditch at the locations where permit requirements are indicated in the plans).

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

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

35) SECTION 815: EROSION CONTROL MEASURES:

See attached Supplemental Specification dated January 1, 2009.

36) EXISTING STRUCTURES:

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

37) EMERGENCY CONTACT:

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

38) PERMITS AND LICENSES:

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

May 4, 2009

ERRATA TO 2007 STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION

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

DIVISION 100 GENERAL PROVISIONS

SECTION 101 DEFINITIONS AND TERMS

Subsection 101.2 Abbreviations and Acronyms

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

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

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

SECTION 102 BIDDING REQUIREMENTS AND CONDITIONS

Subsection 102.8 Irregular Bids

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

SECTION 105 CONTROL OF WORK

Subsection 105.6 Cooperation with Utilities

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

DIVISION 200 EARTHWORK

SECTION 202 REMOVAL OF STRUCTURES AND OBSTRUCTIONS

Subsection 202.5 Measurement

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

SECTION 204 STRUCTURE EXCAVATION

Subsection 204.2.1.2 Structure Excavation for Culverts

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

DIVISION 400 ASPHALT PAVEMENTS

SECTION 401 HOT MIXED ASPHALT (HMA) PAVEMENT

Subsection 401.2.1.2 Liquid Anti-Stripping Agent

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

Subsection 401.2.5 Material for Full Depth Patching

Paragraph 1, delete and replace with the following:

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

SUPPLEMENTAL SPECIFICATIONS

Subsection 401.5 Measurement

After paragraph 10, add the following paragraph:

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

Subsection 401.6 Payment

After paragraph 12, add the following paragraph:

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

Subsection 401.6 Payment

Paragraph 13, **Table of Pay Items**

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

Item No.	Pay Item	Unit
4010005	Prime Coat	GAL

SECTION 403 HMA SURFACE COURSE**Subsection 403.5 Measurement**

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

Subsection 403.6 Payment

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

SECTION 407 ASPHALT SURFACE TREATMENT – DOUBLE TREATMENT**Subsection 407.5 Measurement**

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

SECTION 408 ASPHALT SURFACE TREATMENT – TRIPLE TREATMENT**Subsection 408.5 Measurement**

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

DIVISION 600 MAINTENANCE AND TRAFFIC CONTROL**SECTION 625 PERMANENT PAVEMENT MARKINGS
FAST DRY WATERBOURNE PAINT****Subsection 625.2.2.4.11 Lead Content**

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

SECTION 627 THERMOPLASTIC PAVEMENT MARKINGS**Subsection 627.4.10 Inspection and Acceptance of Work**

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

Subsection 627.4.10 Inspection and Acceptance of Work

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

Subsection 627.4.10 Inspection and Acceptance of Work

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

DIVISION 700 STRUCTURES

SECTION 709 STRUCTURAL STEEL

Subsection 709.4.3.5.2 Submittals and Notification

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

Subsection 709.6.3 Pay Items (page 650)

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

SECTION 712 DRILLED SHAFTS AND DRILLED PILE FOUNDATIONS

Subsection 712.4.4 Dry Construction Method

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

Subsection 712.4.10.4 Excavation Cleanliness

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

Subsection 712.4.10.6 Shaft Load Test

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

Subsection 712.6.10 Drilled Pile Set-Up

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

SECTION 723 DECK JOINT STRIP SEAL

Subsection 723.1 Description

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

SECTION 726 BRIDGE DECK REHABILITATION

Subsection 726.4.1 General

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

Subsection 723.4.6 Full Depth Patching (page 790)

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

SECTION 727 CROSSHOLE SONIC LOGGING OF DRILLED SHAFT FOUNDATIONS

Subsection 726.6 Payment (page 807)

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

DIVISION 800 INCIDENTAL CONSTRUCTION

SECTION 805 GUARDRAIL

Subsection 805.5 Measurement

Paragraph 4; amend as follows:

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

SECTION 815 EROSION CONTROL

Subsection 815.1 Description

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

Subsection 815.5 Measurement

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

Subsection 815.5 Measurement

Delete paragraph 19.

Subsection 815.6 Payment

After paragraph 15, add the following paragraph:

- 16 Payment for Removal of Silt Retained by Silt Fence is full compensation for removing and disposing of sediment deposits accumulated by silt fences as specified or directed and includes all materials, labor, equipment, tools, supplies, transportation, and incidentals necessary to fulfill the requirements of the pay item in accordance with the Plans, the Specifications, and other terms of the Contract.

Subsection 815.6 Payment

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

Subsection 815.6 Payment

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

INDEX:

Amend as follows:

Page I-3, after "Bridge Deck Rehabilitation, measurement and payment:"

Delete page 807.

Page I-12, after "Letting:"

Replace page 19 with page 9.

Page I-13, after "Overhead Sign Structure:"

Replace page 488 with page 495.

Page I-15, after "Proof Rolling:"

Delete page 98.

Page I-18, after "Structural Steel, turned and ribbed bolts:"

Replace page 624 with page 625.

Page I-19, after "Waterproofing, bridge deck:"

Delete page 907.

Page I-20, after "Working Drawings:"

Replace page 543 with page 779.

March 20, 2003

THE SOUTH CAROLINA MINING ACT

The South Carolina Mining Act enacted by the General Assembly in 1973 requires that the Department adopt reclamation standards to govern activities of the Department and any person acting under contract with the Department, on highway rights-of-way or material pits maintained solely in connection with the construction, repair and maintenance of the public road systems in South Carolina.

**STANDARD PLAN FOR THE RECLAMATION OF EXCAVATED AREAS ADOPTED BY
THE SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION**

Reclamation plans as stated herein shall include all areas disturbed in excavations of borrow and material pits, except planned inundated areas.

The final side slopes of areas excavated for borrow and material pits shall be left at such an angle so as to minimize erosion and the possibility of slides. The minimum slope in every case shall be not less than 3:1.

Small pools of water should not be allow that are, or are likely to become noxious, odious, or foul to collect or remain on the borrow pit. Suitable drainage ditches, conduits, or surface gradient shall be constructed to avoid collection of noxious, odious, or foul pools of water unless the borrow pit is to be reclaimed into a lake or pond.

Borrow pits reclaimed to a lake or pond must have an adequate supply of water to maintain a water sufficient level to maintain a minimum water depth of four (4) feet on at least fifty (50) percent of the surface area of the lake or pond.

Excavated areas will be drained where feasible unless otherwise requested by the property owner where, in such instances, the property owner may wish to develop the excavated area for recreational purposes or for the raising of fish, or for other uses, in compliance with the South Carolina Mining Act.

Where material is stripped from the ground surface in relatively thin layers, the area, after excavation has been completed, will be thoroughly scarified and terraced and planted to establish satisfactory vegetation necessary to control erosion. Vegetative cover should be established on a continuing basis to ensure soil stability appropriate to the area. Conservation practices essential for controlling both on-site and off-site erosion and siltation must be established. A minimum of seventy-five (75) percent vegetative ground cover, with no substantial bare spots, must be established and maintained into the second growing season.

Excavated areas that are drained will be seeded to obtain a satisfactory vegetative cover. The side slopes of excavated area will be planted to vegetation.

The State Highway Engineer, or his duly appointed representative, will make a final inspection of the reclaimed area and keep a permanent record of his approval thereof. A map or sketch providing the location and approximate acreage of each pit used on the project will be made available to the Final Plans Engineer.

All applicable regulations of agencies and statutes relating to the prevention and abatement of pollution shall be complied with by the contractor in the performance of the contract.

The Contractor shall comply with the provisions of the Plan which are applicable to the project as determined by the Engineer. Seeding or other work necessary to comply with the plan on pits furnished by the contractor shall be at the expense of the contractor. Bermuda shall not be planted on ground surface pit areas. The quantity of fescue seed specified in Subsection 810.04 of the Standard Specifications shall be increased by fifteen (15) pounds in lieu of the deleted bermuda seed.

June 13, 1990

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

The Davis-Bacon and Related Acts apply when:

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

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

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

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

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

January 5, 2012

PROMPT PAYMENT CLAUSE

- (1) Subject to the provisions on retainage provided in Paragraph (2) below, when a subcontractor has satisfactorily performed a work item of the subcontract, the Contractor must pay the subcontractor for the work item within seven (7) calendar days of the Contractor's receipt of payment from SCDOT. A subcontractor shall be considered to have "satisfactorily performed a work item of the subcontract" when the SCDOT pays the Contractor for that work item.
- (2) The Contractor may withhold as retainage up to five (5%) percent of a subcontractor's payment until satisfactory completion of all work items of the subcontract. "Satisfactory completion of all work items of the subcontract" shall mean when the SCDOT accepts the last work item of the subcontract. The Contractor must release to the subcontractor any retainage withheld within seven (7) calendar days from the date the Contractor receives payment from SCDOT for the last work item of the subcontract or within seven (7) days from SCDOT's acceptance of the last work item of the subcontract, whichever is the latest to occur. However, upon documentation of good cause provided by the contractor and written concurrence by the Director of Construction, the Contractor may continue to withhold the 5% retainage.
- (3) Prior to receiving payment of each monthly estimate, the Contractor shall certify to SCDOT that the construction estimate is complete and that all subcontractors have been paid for work covered by previous estimates, in accordance with sections 1 and 2.
- (4) Failure to comply with any of the above provisions shall result in one or more of the following sanctions: (1) no further payments to the Contractor unless and until compliance is achieved; (2) the Contractor being placed in default; and/or (3) the Contractor being declared delinquent, such delinquency being subject to procedures and penalties provided in 108.08 of the Standard Specifications.

July 1, 2010

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

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

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

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

January 1, 2009

EROSION CONTROL MEASURES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2014 ROADWAYS & DRAINAGE IMPROVEMENTS
PROJECT # CCTC-2014-0922
Co-Permittee Agreement & Contractor Certification

Section 1: All contractors and subcontractors identified in the plan as co-permittees must sign a copy of the certification statement below:

"I certify by my signature below that I participated in a pre-construction conference onsite with the individual who is responsible for the operational control of the Storm Water Pollution Prevention Plan (SWPPP) and I accept the terms and conditions of the SWPPP as required by the general National Pollutant Discharge Elimination System permit (NPDES permit number SCR100000) issued to the owner/operator of the construction activity for which I have been contracted to perform construction related professional services. Further, by my signature below, I understand that I am becoming a copermittee with the owner/operator and other contractors that have become co-permittees to the general NPDES permit issued to the owner/operator of the facility for which I have been contracted to perform professional construction services. As a co-permittee, I understand that I, and my company, as the case may be, am legally accountable to the SC Department of Health and Environmental Control (DHEC), under the authorities of the CWA and the SC Pollution Control Act, to ensure compliance with the terms and conditions of the SWPPP. I also understand that DHEC enforcement actions may be taken against any specific co-permittee or combination of co-permittees if the terms and conditions of the SWPPP are not met. Therefore, having understood the above information, I am signing this certification and am receiving co-permittee status to the aforementioned general NPDES permit."

Contractor Rep: _____

Signature: _____ Date: _____

Title: _____

Contractor: _____

Address: _____

City/State/Zip: _____

Phone: _____

Section 2: All contractors and subcontractors identified in the plan to perform construction related work that may affect the implementation of the SWPPP but who will not be co-permittees must sign the certification statement below:

"I certify by my signature below that I participated in a pre-construction conference onsite with the individual who is responsible for the operational control of the Storm Water Pollution Prevention Plan (SWPPP) and I accept the terms and conditions of the SWPPP as required by the general National Pollutant Discharge Elimination System permit (NPDES permit number SCR100000) issued to the owner/operator of the construction activity for which I have been contracted to perform construction related professional services. I understand that that I, and my company, as the case may be, may be legally accountable to the SC Department of Health and Environmental Control (DHEC), under the authorities of the CWA and the SC Pollution Control Act, to ensure compliance with the terms and conditions of the SWPPP."

Contractor Rep: _____

Signature: _____ Date: _____

Title: _____

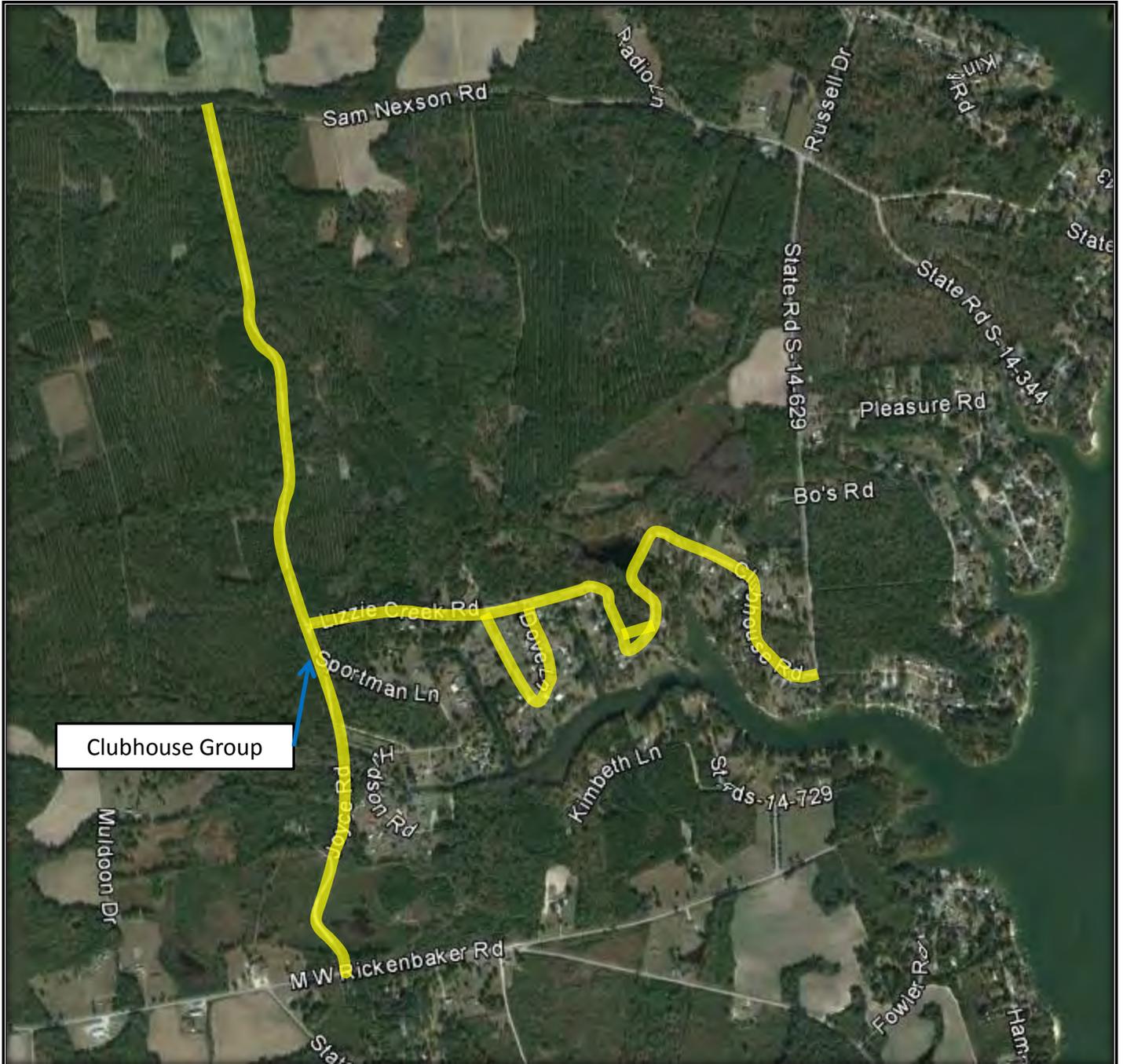
Contractor: _____

Address: _____

City/State/Zip: _____

Phone: _____

Clarendon County
Clubhouse Group Roadway Improvement Project
Area Map



BID NO. CCTC-2014-0922

Clubhouse Group Project Description

Clarendon County is currently seeking bids for the Clubhouse Group Improvements Project. The project will consist of stabilizing the existing earth/gravel roadbed with cement (stabilized earth base course (6")), improving road way drainage ditches, replacement of existing driveway pipes, preparation of cement and placement of Hot Mix Asphalt Surface Course Type C (150 #/SY) as a final riding surface. All work performed on this project shall stay within the County Right of Way.

Construction procedures performed under this contract shall conform to the South Carolina Department of Transportation (SCDOT) 2007 Standard Specifications for Highway Construction, hereinafter referred to as SCDOT Standard Specifications.

All existing crossline pipes will be replaced with reinforced concrete pipe. Installation shall match existing grade as closely as possible. Riprap shall be placed at the end of the each pipe. Temporary erosion control blankets and riprap ditch checks will be placed in all the roadway ditches as needed. The project also includes the use of an existing drainage ditch outfall. The contractor will place geotextile fabric and riprap in the existing drainage ditch for stabilization.

All sediment and erosion control measures are to be in accordance and compliance with South Carolina Department of Health and Environmental Control (SCDHEC) regulations. The Contractor is responsible for maintenance of all sediment controls during construction and removal of all sediment controls after permanent grassing is established. Temporary control of storm water drainage shall be the responsibility of the general contractor, and shall be maintained throughout the period of the construction.

The dressing of shoulders process shall include, but not be limited to: blading, shaping and compacting any newly placed backfill material. At the completion of the project all work shall have been performed and finished in a clean, neat, attractive, and workmanlike manner, in a safe condition and in compliance with all applicable laws. Shoulders and back slopes shall be hydro-seeded in accordance with the seeding specification found in the SCDOT Standard Specifications. Before acceptance of the seeding performed for the establishment of permanent vegetation, the Contractor will be required to produce a satisfactory stand of perennial grass whose root system shall be developed sufficiently to survive dry periods and winter weather and be capable of reestablishing in the spring.

Clarendon County
Farmstead Group Roadway Improvement Project
Area Map



BID NO. CCTC-2014-0922

Farmstead Group Project Description

Clarendon County is currently seeking bids for the Farmstead Group Improvements Project. The project will consist of stabilizing the existing earth/gravel roadbed with cement (stabilized earth base course (6")), improving road way drainage ditches, replacement of existing driveway pipes, preparation of cement and placement of Hot Mix Asphalt Surface Course Type C (150 #/SY) as a final riding surface. All work performed on this project shall stay within the County Right of Way.

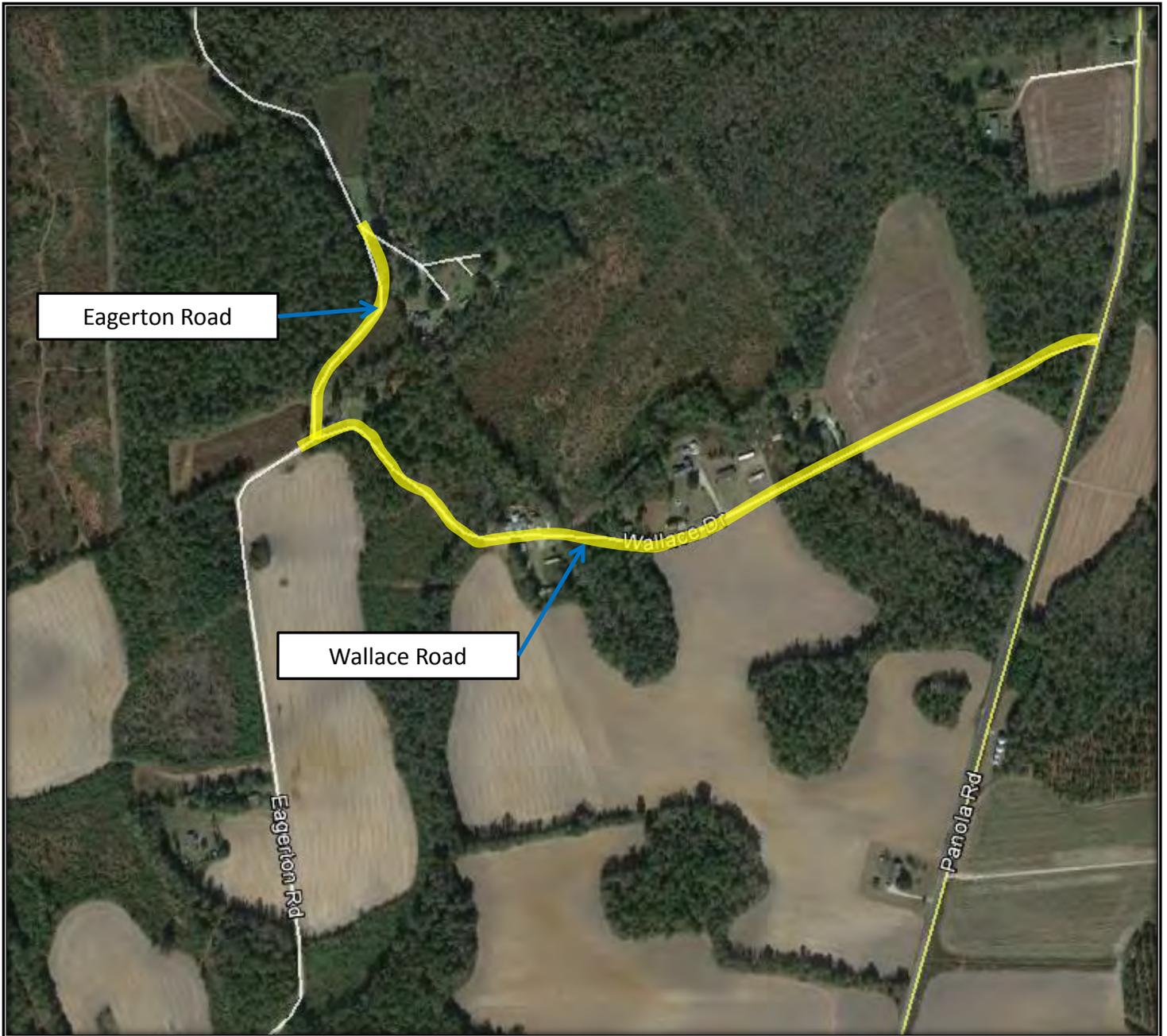
Construction procedures performed under this contract shall conform to the South Carolina Department of Transportation (SCDOT) 2007 Standard Specifications for Highway Construction, hereinafter referred to as SCDOT Standard Specifications.

All existing crossline pipes will be replaced with reinforced concrete pipe. Installation shall match existing grade as closely as possible. Riprap shall be placed at the end of the each pipe. Temporary erosion control blankets and riprap ditch checks will be placed in all the roadway ditches as needed. The project also includes the use of an existing drainage ditch outfall. The contractor will place geotextile fabric and riprap in the existing drainage ditch for stabilization.

All sediment and erosion control measures are to be in accordance and compliance with South Carolina Department of Health and Environmental Control (SCDHEC) regulations. The Contractor is responsible for maintenance of all sediment controls during construction and removal of all sediment controls after permanent grassing is established. Temporary control of storm water drainage shall be the responsibility of the general contractor, and shall be maintained throughout the period of the construction.

The dressing of shoulders process shall include, but not be limited to: blading, shaping and compacting any newly placed backfill material. At the completion of the project all work shall have been performed and finished in a clean, neat, attractive, and workmanlike manner, in a safe condition and in compliance with all applicable laws. Shoulders and back slopes shall be hydro-seeded in accordance with the seeding specification found in the SCDOT Standard Specifications. Before acceptance of the seeding performed for the establishment of permanent vegetation, the Contractor will be required to produce a satisfactory stand of perennial grass whose root system shall be developed sufficiently to survive dry periods and winter weather and be capable of reestablishing in the spring.

Clarendon County
Wallace/Eagerton Road Improvement Project
Area Map



BID NO. CCTC-2014-0922

Wallace/Eagerton Road Project Description

Clarendon County is currently seeking bids for the Wallace/Eagerton Road Improvements Project. The project will consist of stabilizing the existing earth/gravel roadbed with cement (stabilized earth base course (6")), improving road way drainage ditches, replacement of existing driveway pipes, preparation of cement and placement of Hot Mix Asphalt Surface Course Type C (150 #/SY) as a final riding surface. All work performed on this project shall stay within the existing County maintenance easement.

Construction procedures performed under this contract shall conform to the South Carolina Department of Transportation (SCDOT) 2007 Standard Specifications for Highway Construction, hereinafter referred to as SCDOT Standard Specifications.

All existing crossline pipes will be replaced with reinforced concrete pipe. Installation shall match existing grade as closely as possible. Riprap shall be placed at the end of the each pipe. Temporary erosion control blankets and riprap ditch checks will be placed in all the roadway ditches as needed. The project also includes the use of an existing drainage ditch outfall. The contractor will place geotextile fabric and riprap in the existing drainage ditch for stabilization.

All sediment and erosion control measures are to be in accordance and compliance with South Carolina Department of Health and Environmental Control (SCDHEC) regulations. The Contractor is responsible for maintenance of all sediment controls during construction and removal of all sediment controls after permanent grassing is established. Temporary control of storm water drainage shall be the responsibility of the general contractor, and shall be maintained throughout the period of the construction.

The dressing of shoulders process shall include, but not be limited to: blading, shaping and compacting any newly placed backfill material. At the completion of the project all work shall have been performed and finished in a clean, neat, attractive, and workmanlike manner, in a safe condition and in compliance with all applicable laws. Shoulders and back slopes shall be hydro-seeded in accordance with the seeding specification found in the SCDOT Standard Specifications. Before acceptance of the seeding performed for the establishment of permanent vegetation, the Contractor will be required to produce a satisfactory stand of perennial grass whose root system shall be developed sufficiently to survive dry periods and winter weather and be capable of reestablishing in the spring.

CONTRACT FORM

THIS AGREEMENT is dated as of the 22nd day of September in the year 2014 by and between CLARENDON COUNTY, SOUTH CAROLINA, (hereinafter called OWNER) and _____ (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents.

Clarendon County 2014 Roadways & Drainage Improvements Project

The project will consist of:

- *Widening 13 existing dirt roads (approximately 5.41 miles), improving roadway drainage ditches, replacement of existing driveway pipes and cross lines, preparation of cement stabilized earth base course (6"), and placement of Hot Mix Asphalt Surface Course Type C (150 #/SY) as a final riding surface.*

The Project, for which the Work under the Contract Documents may be the whole or only a part, is generally described as follows:

2014 ROADWAYS & DRAINAGE IMPROVEMENTS PROJECT
Bid No. CCTC-2014-0922
CLARENDON COUNTY
SOUTH CAROLINA

Article 2. INSPECTOR.

ICA Engineering, Inc.
Post Office Box 50800
Columbia, South Carolina 29250
(803) 254-5800

who is hereinafter called INSPECTOR and who is to act as OWNER's representative, have the rights and authority assigned in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIME.

- 3.1 The Work will be complete within **120** calendar days from the date of the Notice-to-Proceed.
- 3.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the times specified above. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated

damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER One Hundred Dollars (\$500.00) for each day that expires after the time specified in paragraph 3.1 for completion of work.

- 3.3 CONTRACTOR understands and hereby expressly agrees that in additions to liquidated damages specified in Article 3.2 above, to pay the OWNER the actual costs to OWNER for any inspector or inspectors necessarily employed by OWNER in the Work and the actual costs to OWNER for the INSPECTOR's observation of construction and project representative services including all travel and subsistence expenses after the date specified for completion until the Work is completed and ready for final payment. Further, the CONTRACTOR agrees that the sums to be paid the OWNER may be deducted for the sum due the CONTRACTOR for work performed as provided in Article 14 of the General Conditions.

Article 4. CONTRACT PRICE.

- 4.1 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents, and in accordance with the unit bid prices submitted on September 22, 2014 with an initial contract amount of _____.

Article 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions and Section 01027 but in no case shall submit Applications for Payment more than once per month. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

- 5.1 Payment Terms. Payment will be made within thirty (30) days after acceptance of completed order/project in accordance with the payment schedule. Payment applications for construction contracts are to be submitted on an AIA Application for Payment form. Application for payment shall reflect work completed through the last day of the month. Retainage for construction contracts will be as follows: 10% of completed, 10% of stored materials. Partial payments will be made as follows: Provided an application for payment is received by the INSPECTOR, or project manager, no later than the 10th of the month, the OWNER shall make payment to the CONTRACTOR not later than the 30th day of the same month. If an application for payment is received by the INSPECTOR after the 10th day of the month, payment shall be made by the OWNER no later than 20 days after the INSPECTOR, or project manager, receives the application for payment.

- 5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with Paragraph 14.13 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by INSPECTOR as provided in said paragraph 14.13.

Article 6. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- 6.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

- 6.2 CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.2 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies, or similar information or data are or will be required by CONTRACTOR for such purposes.
- 6.3 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.
- 6.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- 6.5 CONTRACTOR has given INSPECTOR written notice of all conflicts, error or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by INSPECTOR is acceptable to CONTRACTOR.

Article 7. CONTRACT DOCUMENTS.

The Contract Documents which compromise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 7.1 This Agreement (pages C-1 to C-6, inclusive).
- 7.2 Performance and Payment Bonds.
- 7.3 General Conditions and Supplementary Conditions.
- 7.4 Technical Specifications and special provisions provided in this bidbook.
- 7.5 The following, which may be delivered or issued after the effective date of the Agreement and not attached hereto: All written amendments and other documents amending, modifying or supplementing the Contract Documents.

There are no Contract Documents other than those listed in this Article 7. The Contract Documents may only be amended, modified or supplemented as provided in Paragraphs 3.4 and 3.5 of the General Conditions.

Article 8. MISCELLANEOUS.

- 8.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

- 8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specially stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 8.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.
- 8.4 Non-Appropriation: Any contract entered into by the County resulting from this bid invitation shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.

(The remainder of this page has been intentionally left blank)

Article 9. OTHER PROVISIONS.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and INSPECTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by INSPECTOR on their behalf.

This Agreement will be effective on _____.

OWNER

CONTRACTOR

CLARENDON COUNTY

By: _____

By: _____

(Corporate Seal)

Attest: _____

Attest: _____

Address for giving notices:

Address for giving notices:

Clarendon County
411 Sunset Dr., Room 603
Manning, SC 29102

