



**Capital Projects & Purchasing Department
113 Mable T. Willis Blvd.
Walterboro, SC 29488
843.539.1968**

BID: CTC-12 RESURFACING ROADS

BID DUE: Thursday, March 29, 2018 @ 11:00am

MAIL RESPONSE TO:

Capital Projects & Purchasing Department
Attn: Kaye B Syfrett
113 Mable T. Willis Blvd.
Walterboro, SC 29488

DELIVER RESPONSE TO:

Capital Projects & Purchasing Department
Attn: Kaye B Syfrett
113 Mable T. Willis Blvd.
Walterboro, SC 29488

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A. OVERVIEW

Colleton County, South Carolina (the "**County**") requests bids from qualified licensed contractors for the resurfacing of approximately 3.00 miles of SCDOT secondary and County roads in Walterboro.

Subject to the terms, conditions, provisions, and the enclosed specifications, responses to this solicitation will be received at this office until the stated date and time. Responses received after the scheduled due date and time will be rejected. Bids must be submitted in a sealed package marked on the outside with the Offeror's name, address, and the solicitation name and number.

This solicitation does not commit Colleton County to award a contract, to pay any costs incurred in the preparation of bids submitted, or to procure or contract for the services. The County reserves the right to accept or reject or cancel in part, or in its entirety offers received as a result of this request if deemed to be in the best interest of the County to do so.

B. SCOPE OF WORK

The project consists of resurfacing approximately 3.00 miles of SCDOT secondary and County roads in Walterboro. The project is comprised of 6 roads. Typically, each road is to be widened two (2) feet on both sides, patched, milled, resurfaced, and striped as specified in the plans. Road widths vary and are specified on the plans. Utilities may be present along certain roads. It will be the responsibility of the contractor for coordination with the local utility providers and for making the necessary adjustments. All road work is to be performed within the existing Right-of-Way of the road.

This contract is a unit price contract.

C. INSTRUCTIONS TO BIDDERS

1. Submittal must include one (1) original bid response clearly marked as original, and two (2) complete copies of the Offeror's bid along with a completed W-9 form. Responses must be in a sealed envelope/package containing the solicitation name and number. The individual signing the response must be an Agent legally authorized to bind the company.
2. Show solicitation number on the outside of mailing package. Colleton County assumes no responsibility for unmarked or improperly marked envelopes.
3. It is the Offeror's sole responsibility to ensure that solicitation responses, amendments thereto or withdrawal requests are submitted by the scheduled due date and time.
4. The Offeror must clearly mark as "Confidential" each part of their response, which they consider to be proprietary information that could be exempt from disclosure under Section 30-40(C) Code of Laws of South Carolina, 1976, Freedom of Information Act. Colleton County reserves the right to determine whether this information should be exempt from disclosure and legal action may not be brought against the County or its agents for its determination in this regard.

5. Offeror shall complete and submit all forms listed in the **Bid Forms** of the table of contents. All responses shall be printed in ink or typewritten. Bids written in pencil will be disqualified.
6. 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.
7. The successful contractor shall pay the cost and furnish within ten days after written notice of acceptance of Bid, an irrevocable Surety in the form of a Performance and Payment Bond, Certificate of Deposit, Cashier's Check or irrevocable letter of credit. Performance Bond shall include a one-year warranty of workmanship and materials and shall commence upon completion and acceptance of the total contract by Colleton County. The Surety shall be issued in the amount of 100% of the total contract covering the entire term of the contract as awarded. The cost of performance bond is to be included in the unit prices listed on the bid form.
8. Subject to the terms, conditions, provisions, and the enclosed specifications, responses to this solicitation will be received at this office until the stated date and time. Responses received after the scheduled due date and time will be rejected. Bids must be submitted in a sealed package marked on the outside with the Offeror's name, address, and the solicitation name and number.
9. This solicitation does not commit Colleton County to award a contract, to pay any costs incurred in the preparation of bids submitted, or to procure or contract for the services. The County reserves the right to accept or reject or cancel in part, or in its entirety offers received as a result of this request if deemed to be in the best interest of the County to do so.

Questions regarding this solicitation must be emailed to Carla Harvey, County Engineer at charvey@colletoncounty.org no later than 12:00PM on Wednesday, March 21, 2018. Answers to all questions will be posted on the County website as addendums to this bid.

A "No Response" qualifies as a response; however, it is the responsibility of the Offeror to notify the Procurement Office if you receive solicitations that do not apply.

D. SELECTION CRITERIA

It is the intent of Colleton County to award one contract to the lowest responsive, responsible bidder based on the estimated quantities on the Bid Form. The County reserves the right to accept or reject all bids if deemed to be in the best interest of the County to do so.

E. SPECIFIC TERMS AND CONDITIONS

1. **COMPETITION:** This solicitation is intended to promote full and open 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 Office in writing no later than five (5) business days prior to the scheduled due date and time.

2. RESPONDANTS QUALIFICATION: The County reserves the right to request satisfactory evidence of their ability to furnish services in accordance with the terms and conditions listed herein. The County further reserves the right to make the final determination as to the Offeror's ability to provide said services.
3. RESPONSE WITHDRAWAL: Any responses may be withdrawn prior to the established closing date and time, but not thereafter with proper approval from the Procurement Manager.
4. REJECTION: Colleton County reserves the right to reject any and all bids, to cancel or withdraw this solicitation, and to waive any technicality if deemed to be in the best interest of the County.
5. WAIVER: The County reserves the right to waive any Instruction to Offerors, General or Special Provisions, General or Special Conditions, or specifications deviation if deemed to be in the best interest of the County.
6. RESPONSE PERIOD: All responses shall be good for a minimum period of 60 calendar days.
7. 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 offeror will be held responsible therefore. Deviations must be explained in detail on separate attached sheet(s). The listing of deviations, if any, is required but will not be construed as waiving any requirements of the specifications. Unidentified deviations found during the evaluation of the response may be cause for rejection.
8. AMENDMENTS: All amendments to and interpretations of this solicitation shall be in writing and issued by the Procurement Manager of Colleton County.
9. DEBARMENT: By submitting a qualification package, the vendor is certifying that they are not currently debarred from responding to any request for bids by any agency or subdivision of the State of South Carolina or the United States Federal Government, nor are they an agent of any person or entity that is currently debarred from submitting bids on contracts by any agency or subdivision of the State of South Carolina.
10. DEFAULT: In case of default by the Offeror, the County reserves the right to purchase any or all items in default in the open market, charging the Offeror with any excessive costs. Should such charge be assessed, no subsequent solicitation response of the defaulting Offeror will be considered in future bids until the assessed charge has been satisfied.
11. HOLD HARMLESS: All respondents to this bid shall indemnify and hold harmless Colleton County Government and any of their officers and employees from all suits and claims alleged to be a result of this request for bids. The issuance of this request of bids constitutes only an invitation to present a bid. Colleton County reserves the right to determine, at its sole discretion, whether any aspect of a respondent's submittal meets the criteria in this request for proposals. Colleton County also reserves the right to seek clarifications, to negotiate with any vendor submitting a response, to reject any or all responses with or without cause, and to modify the procurement process and schedule.
12. CANCELLATION: In the event that this request for bids is withdrawn or the project canceled for any reason, Colleton County shall have no liability to any respondent for any costs or expenses incurred in connection with this request for bids or otherwise.

13. COLLETON COUNTY PURCHASING ORDINANCE: The Request of Bids is subject to the provisions of the Colleton County Purchasing Ordinance and any revisions thereto, which are hereby incorporated into this request for bids in their entirety except as amended or superseded within. This ordinance can be found at <https://www.municode.com/library/sc/colletoncounty/codes/codeofordinances> under Title 3 - Revenue and Finance.
14. FAILURE TO SUBMIT ALL MANDATORY FORMS: Failure to submit all the mandatory forms from this request of bids shall be just cause for the rejection of the qualification package. However, Colleton County reserves the right to decide, on a case by case basis, in its sole discretion, whether or not to reject such a bid as non-responsive.
15. CONTRACT AWARD:
 - a. This solicitation and submitted documents, when properly accepted by Colleton County shall constitute an agreement equally binding between the successful Offeror and the County.

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting agreement. The County shall not be legally bound by any amendment or interpretation that is not fully executed by both parties in writing.
 - b. The successful Offeror shall be required to execute a formal agreement with the County's Procurement Office within ten (10) business days after issuance of the Notice of Award.
16. CONTRACT ADMINISTRATION: Questions or problems arising after award of an agreement shall be directed to the Procurement Manager by calling (843) 539-1968. Copies of all correspondence concerning this solicitation or resulting agreement shall be sent to the Procurement Office, 113 Mable T. Willis Blvd, Walterboro, SC 29488.

F. GENERAL CONTRACTUAL REQUIREMENTS

1. ABANDONMENT OR DELAY: If the work to be done under this contract shall be abandoned or delayed by the Offeror, or if at any time the County shall be of the opinion and shall so certify in writing that work has been abandoned or delayed by the Offeror, the County may annul the contract or any part thereof if the Offeror fails to resolve the matter within thirty (30) days of written notice.
2. OFFEROR'S COOPERATION: The Offeror shall maintain regular communications with the Project Manager and shall actively cooperate in all matters pertaining to this contract.
3. RESPONSIBILITY: The Offeror shall at all times observe and comply with all federal, state, local and municipal laws, ordinances, rules and regulations in any manner affecting the contract.
4. NON-APPROPRIATION / SUBSTITUTION PERMITTED: If the Colleton County Council fails to appropriate or authorize the expenditure of sufficient funds to provide the continuation of this contract or if a lawful order issued in, or for any fiscal year during the term of the agreement, reduces the funds appropriated or authorized in such amounts as to preclude making the payments set out therein, the agreement shall terminate on the date said funds are no longer available without any termination charges or other liability incurring to County. Following any such non-appropriation, the master lease agreement shall contain no limitation on the County's ability to replace the equipment financed with any other equipment.

5. INDEMNIFICATION: Except for expenses or liabilities arising from the negligence of the County, the Offeror hereby expressly agrees to indemnify and hold the County harmless against any and all expenses and liabilities arising out of the performance or default of any resulting agreement or arising from or related to the Work as follows:

Offeror expressly agrees to the extent that there is a causal relationship between its negligence, action or inaction, or the negligence, action or inaction of any of its employees or any person, Offeror, or corporation directly or indirectly employed by the Offeror, and any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage or loss) that is suffered by the County and its employees or by any member of the public, to indemnify and save the County and its employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs, and expenses arising out of the performance or default of any resulting agreement or arising from or related to the equipment. Such costs are to include defense, settlement and reasonable attorneys' fees incurred by the County and its employees. This promise to indemnify shall include bodily injuries or death occurring to Offeror's employees and any person, directly or indirectly employed by Offeror (including without limitation any employee of any subcontractor), the County's employees, the employees of any other independent contractor, or occurring to any member of the public. When the County submits notice, Offeror shall promptly defend any aforementioned action.

6. The prescribed limits of insurance set forth herein shall not limit the extent of the Offeror's responsibility under this Section. The terms and conditions contained in this Section shall survive the termination of any resulting agreement or the suspension of the Work hereunder. Additionally, the County will not provide indemnity to the successful OFFEROR. Failure to comply with this section may result in your request for bid to be deemed non-responsive.
7. FORCE MAJEURE: The Offeror shall not be liable for any excess costs if the failure to perform the resulting agreement arises out of causes beyond the control and without fault or negligence of the Offeror. 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 Offeror 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.
8. ARBITRATION: Under no circumstances and with no exception will Colleton County act as arbitrator between the Offeror and any sub-contractor.
9. PUBLICITY RELEASES: Offeror 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 County. The Offeror shall not have the right to include the County's name in its published list of customers without prior approval of the County Administrator. With regard to news releases, only the name of the County, type and duration of any resulting agreement may be used and then only with prior approval of the County. The Offeror also agrees not to publish, or cite in any form, any comments or quotes from the County's staff unless it is a direct quote from the Procurement Manager.
10. GOVERNING LAWS: Any agreement arising from this solicitation shall be governed by the laws of the State of South Carolina and any and all disputes arising out of said agreement shall, if litigation is necessary, be

litigated only in a Circuit Court for the Fourteenth Judicial Circuit sitting in Colleton County, South Carolina. The prevailing party shall be entitled to attorney's fees and all costs of said litigation.

11. ASSIGNMENT: The Offeror shall not assign in whole or in part any agreement resulting from this Request for Bids without the prior written consent of the County. The Offeror shall not assign any money due or to become due to him under said agreement without the prior written consent of the County.
12. AFFIRMATIVE ACTION: The successful Offeror 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.
13. FAILURE TO DELIVER GOODS IN ACCORDANCE WITH TERMS & CONDITIONS: In case of failure to deliver goods in accordance with the contract terms and conditions, Colleton County, after due oral or written notice, may procure substitute goods or services from other sources and hold the contractor responsible for any resulting additional purchasing and administrative costs. This remedy shall be in addition to any other remedies which Colleton County may have.
14. TERMINATION OF CONTRACT
Subject to the Provisions below, the contract may be terminated by the Purchasing Department providing a thirty (30) days advance notice in writing is given to the offeror.
 - a. Termination for Convenience: In the event that this contract is terminated or canceled upon request and for the convenience of the County without the required thirty (30) days advance written notice, then the County shall negotiate reasonable termination costs, if applicable.
 - b. Termination for Cause: Termination by the County for cause, default or negligence on the part of the offeror shall be excluded from the foregoing provisions; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived and the default provision in this request for bids shall apply.
 - c. The County shall be obligated to reimburse the Offeror only for those services rendered prior to the date of notice of termination, less any liquidation damages that may be assessed for non-performance.
 - d. Non-Appropriations Clause: Notwithstanding any other provisions of the contract, if the funds anticipated for the continued fulfillment of this contract are at any time. Not forthcoming, through the failure of the County Government to appropriate funds, discontinuance or material alteration of the program under which funds were provided, the County shall have the right to terminate the contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding. Unless otherwise agreed to by the County and the Offeror, the contract shall become null and void on the last day of the fiscal year for which appropriations were received.
15. GOVERNING LAWS: Any contract resulting from this request for bids shall be governed in all respects by the laws of the State of South Carolina and any litigation with respect thereto shall be brought in the courts of the State of South Carolina.
16. BONDS: Payment and Performance Bonds are required for this request for bids.
17. OWNERSHIP OF MATERIAL: Ownership of all data, material, and documentation originated and prepared for the County pursuant to this contract shall belong exclusively to the County.
18. INSURANCE: Colleton County will require the following remain in force at all times through the life of the contract:

Professional Liability Insurance – Minimum \$1,000,000.00 - Proof of in force insurance must be provided in the response to the RFP

Other insurances:

Workers' Compensation - \$100,000 – each accident
Statutory Coverage and Employer's - \$100,000 each employee
Liability - \$500,000 – policy limit

Comprehensive General Liability -\$2,000,000 – bodily injury each occurrence
\$2,000,000 – bodily injury aggregate
\$2,000,000 – property damage each occurrence
\$2,000,000 – property damage aggregate
Products – Completed Operations - \$1,000,000 – aggregate
Business Auto Liability – Same as Comprehensive General Liability
Excess or Umbrella Liability - \$2,000,000

Colleton County and Infrastructure Consulting & Engineering, PLLC will be named as an “additional insured” party

G. SPECIAL PROVISIONS & SPECIFICATIONS

PROJECT NUMBER

CTC-12

COUNTY

Colleton

This project is to be constructed under the South Carolina Department of Transportation's Specifications for Highway Construction Edition of 2007, the South Carolina Department of Transportation's 2004 Construction Manual, and the Supplemental Technical Specifications in effect at the time of the letting, and the following Special Provisions.

DEFINITION AND TERMS

Delete Paragraph 101.3.27, (the) Engineer, of the 2007 Version of the Standard Specifications for Highway Construction in its entirety and replace with the following:

Colleton County, acting directly or through his duly authorized representative, such representative acting within the scope of particular assigned duties or authority. On this Project the firm of Infrastructure Consulting & Engineering, PLLC (ICE) shall function as the Engineer's duly authorized representative with authority as described in Section 105, "CONTROL OF WORK", of the Standard Specifications for Highway Construction, latest Edition.

The project Owner is COLLETON COUNTY. In the specifications where the terms "SCDOT" or "Department" or other like terms are used to describe the facility Owner, it shall be interpreted as meaning Colleton County, as appropriate.

Add "Notice-to-Proceed" to Section 101 as follows:

Notice-to-Proceed. A written notice to the Contractor fixing the date on which the Contract Time will commence to run and on which the Contractor may start to perform obligations under the Contract Documents.

It is the intention of the owner to have the Contractor begin work on this project as soon as practical. The owner anticipates that an award and contract will be issued within two weeks after bids are received. The owner will require that the completed contract, bonds, insurance and other information required by the contract shall be completed within two weeks after bids are received.

ERRATA TO 2007 STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION

See attached Supplemental Specification dated **May 4, 2009**.

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 only remaining work to be performed being punch list items.

Substantial Completion for this project must be within 180 days of NTP.

STANDARD DRAWINGS

The Bidders are hereby advised that this project shall be constructed using the latest 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.

All references to Resident Construction Engineer (RCE) should be replaced with County Engineer or assigned engineering agent.

AWARD OF CONTRACT

Subsection 103.2 of the Standard Specifications is amended to allow sixty (60) days for the award of a contract after the opening of proposals.

CONSTRUCTION STAKES, LINES AND GRADES

Stakes, Lines, and Grades shall be provided by the Contractor as necessary.

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.

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 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.

DBE PARTICIPATION

The contractor should be in compliance with the State Set-Aside Law (South Carolina Code Section 12-28-2930:

- A minimum of five (5%) percent of this contract is set-aside for qualified and certified Disadvantaged Business Enterprises (DBE's); AND
- A minimum of five (5%) percent of this contract is set-aside for qualified and certified Woman Business Enterprises (WBE's).

Listings of certified DBE/WBE Contractors can be found on the SCDOT website at Doing Business with SCDOT Contractor-Consultant/Prequalified Contractors (<http://www.scdot.org/doing/prequalified.shtml>) or Doing Business with SCDOT, Office of Business Development and Special Programs/DBE Directory (<http://www.scdot.org/doing/dbelisting.shtml>). Contractors with DBE and WBE shown adjacent to the company name are prequalified with SCDOT.

The prime Contractor shall provide documentation and certification of DBE and WBE contract amounts including proof of final payment. DBE's and WBE's shall be indicated on the DBE Subcontractors Form provided.

If no certified DBE or WBE Contractors are available, the contractor shall verify and document this fact. Documentation shall include, but is not limited to: written records of efforts made to contact and/or negotiate prices with available DBE's or WBE's.

CONSTRUCTION QUALITY CONTROL AND ASSURANCE TESTING

The contractor shall provide construction quality control and quality assurance testing for this project, except for MANUFACTURERS MATERIALS CERTIFICATIONS AND CERTIFIED TEST REPORTS as required by the provision included below.

MANUFACTURERS MATERIALS CERTIFICATIONS AND CERTIFIED TEST REPORTS

The contractor shall supply the Engineer with all required materials certifications and manufacturers test reports for items to be permanently incorporated into the project, prior to their use. The County must approve these certifications and reports before payment can be made to the contractor for these items.

RETAINAGE

The County shall retain ten (10) percent of the amount of each payment until final completion and acceptance of all work covered by the Contract Documents. Upon substantial completion of the work, any amount retained may be paid to the Contractor. When the Work has been substantially completed except for Work which cannot be completed because of weather conditions, lack of materials or other reasons which in the judgment of the County are valid reasons for non-completion, the County may make additional payments, retaining at all times an amount sufficient to cover the estimated cost of the Work still to be completed.

PROMPT PAYMENT CLAUSE

See attached Supplemental Specification dated **June 14, 2000**.

REQUIRED MEDIA NOTIFICATION FOR CONSTRUCTION PROJECTS

Contractors are encouraged to co-operate with the news media since all projects are constructed with public funds. Because the scope of this project will cause disruption of normal traffic flow, the Contractor is required to notify the public, in a timely manner, of disruptive activities such as lane closures.

The Contractor is required to utilize area media to accomplish public notification of traffic disruptions.

The Contractor is required to deal directly with the news media and all reasonable efforts should be made to co-operate with the media. However, the safety, security and construction schedule on site should not be disrupted in order to accomplish this. The Contractor may coordinate these activities with and receive guidance from the Engineer.

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 SCDOT with any documents required to establish such compliance upon request; and
- c. to register and participate and require agreement from subcontractors and subcontractors 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).

PROSECUTION OF THE ROAD IMPROVEMENT WORK

It is the County's intentions that work on this contract be performed in a sequential manner. Once a construction activity 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 area. However, in no case will construction activities be initiated on more area than the number of work crews engaged in the work without the approval of the Engineer.

CONTRACT TIME AND DETERMINATION AND EXTENSION OF CONTRACT TIME

Any extensions of these completion dates will adhere to Section 108.6 of the Standard Specifications.

FAILURE TO COMPLETE THE WORK ON TIME

Delete Section 108.9 in its entirety and substitute the following in its place:

Owner and Contractor recognize that time is of the essence and that the Owner will suffer financial loss if the work is not substantially complete in accordance with the time(s) specified herein. They also recognize the delays, expenses and difficulties involved in proving in a legal or arbitration preceding the actual loss suffered by the Owner if the work is not completed on time.

Accordingly, instead of requiring such proof, the Owner and the Contractor agree that as liquidated damages for delay (but not as a penalty) the Contractor shall pay the Owner **\$500.00 per day** for each calendar day past the contract specified interim and final completion dates.

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 highway 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 (1-888-721-7877) three (3) days prior to work so that existing utilities can be properly marked.

DRESSING OF SHOULDERS

Prior to beginning work on the Asphalt Resurfacing, the contractor shall be required to remove all vegetation in the existing roadway and to a distance of 12 inches outside the edge of the new pavement and any other area which impedes the placement of the base and or asphalt mixture to the specified width.

The contractor shall also remove and dispose of all excess asphalt and debris 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 surfacing 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.

BORROW EXCAVATION FOR SHOULDERS

This work shall consist of satisfactory placement of all materials necessary to bring the shoulder grade flush with the final pavement edge grade. The Contractor shall furnish all earth material necessary to eliminate any edge of final pavement to shoulder gradient differential that exceeds 1 inch.

Selected materials shall be used for this operation. The selected material shall consist of a friable material such as topsoil, etc., containing grass roots and having the properties of being comparatively porous; capable of growing grass and of a stable nature in that when compacted it will resist erosion and be capable of supporting vehicles when relatively wet. When the area where material is to be placed, is greater than 4 feet in width, it shall be scarified and/or disked to a minimum depth of 3 inches prior to placing any material. Scarifying or disked is not required for areas less than 4 feet in width. Borrow shall be mixed with the existing scarified and/or disked shoulder material in such a manner as to provide a seed bed in accord with Section 810.15 of the Standard Specifications. The Contractor has the option of placing the borrow material (a) Prior to placing final surface course or (b) Following the placing of the finished surface course.

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.

ROADWAYS TO BE INCLUDED IN THIS PROJECT

Colleton County, due to budget considerations or any other reason, reserves the right to adjust the amount of work to be performed on this project. Projects (complete roads) may be added or deleted only at the discretion of the County. The Contractor shall, by signing this request for bids, agree to adjust, as indicated by the County, the lengths or quantities of roadways and corresponding pay items to be performed, at the times and locations determined to be beneficial to the County.

MAINTENANCE OF TRAFFIC

In addition to the Contractor maintaining traffic throughout the length of this project as required by the Specifications, it will also be necessary that the Contractor, prior to beginning any work, submit to the Engineer for approval his plan for constructing this project.

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.

A suggested permanent construction sign schedule has been included. It shall be the responsibility of the contractor to verify the correctness and mark the location of all signs.

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 County. **Final approval of any revisions to the traffic control plan shall be pending upon review.**

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.

When covering signs with opaque materials, the County 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.

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 Engineer with no less than a two-week prior notification of changes in traffic patterns.

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 County 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 paving and milling operations, the County 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 paving 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 Standard Specifications for Highway Construction (Edition of 2007), 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 County prohibits lane closures on primary routes during any time of the day that traffic volumes exceed 800 vehicles per hour per direction. The County 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.

The County reserves the right to restrict the installation of lane closures on 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 County. Also, the County 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 Thanksgiving, the weeks before and after Christmas, and the weeks before and after the 4th of July. The Contractor should submit inquiries to the Engineer regarding specific days of an extended holiday period no less than two weeks prior to entering into an extended holiday period. The Contractor should make these inquiries annually due to the progressive nature of the calendar.

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 County 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.

TYPICAL TRAFFIC CONTROL STANDARD DRAWINGS

Typical traffic control standard drawings of the "Standard Drawings for Road Construction" for this project shall be as shown below or as required:

STD 605-010-02	PERMANENT CONSTRUCTION SIGNING	PRIMARY ROUTES
STD 610-005-00	FLAGGING OPERATIONS	GENERAL NOTES
STD 610-005-10	FLAGGING OPERATIONS	FLAGGING OPERATIONS W/OUT INTERSECTIONS
STD 610-005-20	FLAGGING OPERATIONS	WORK ZONE THRU STOP SIGN SIDE ROADS

STD 610-005-30	FLAGGING OPERATIONS	WORK ZONE THRU STOP SIGN ALL APPROACHES
STD 610-005-60	FLAGGING OPERATIONS	WORK ZONE INTER-SECTION DEPARTURE
STD 610-005-70	FLAGGING OPERATIONS	WORK ZONE INTER-SECTION APPROACH

Install the permanent construction signs as shown on the provided permanent construction sign map as provided in the bid documents.

CONSTRUCTION SCHEDULE

The successful Bidder shall, prior to commencement of work, submit to the County a schedule showing the order in which he proposes to carry on the Work indicating the periods during which he will perform work on each roadway. The County reserves the right to determine priority of schedule items, but unless modified by the parties, in writing, the successful Bidder shall have sole Responsibility for following and coordinating its schedule.

SURPLUS MATERIAL

The contract bid price for other items of work shall be full payment for excavating, hauling, disposing of and seeding any surplus material.

LUMP SUM BID ITEMS

It is predetermined that all lump sum bid items shall be applied equally among all roads, unless otherwise stated. This will apply to pay estimates as well deletion or addition of a road should one be deleted or added.

HOT MIX ASPHALT

All driveways will be paved to a distance needed to safely transition from the final riding surface to the existing paved driveway surface. The contractor shall furnish to the Engineer a plant mix lab report for each mix used on a daily basis.

TESTING

The contractor will be responsible for all quality control and testing. Roller patterns, daily plant test reports, and other tests required by SCDOT will be required on HMA.

ASPHALT BINDER ADJUSTMENT INDEX

See attached Supplemental Specification Dated **March 3, 2009**. For this project the Basic Bituminous Material Index will be determined on the first calendar day of the month in which this project is let. The index and adjustment table will be available on the internet at http://www.scdot.org/doing/constructionletting_monthlyindex.aspx.

WARRANTY

The Contractor agrees to a one-year warranty against defects, failures etc. caused by materials and workmanship, beginning on the date of final acceptance of punch list.

MILLED MATERIAL

All milled material will be delivered to Colleton Public Works, 113 Mable T. Willis Blvd., Walterboro, SC 29488. Coordinate delivery with Ms. Carla Harvey, County Engineer, 843-539-1968.

STOP BARS

Will be placed parallel to the centerline of the road being intersected, typically 6 feet off the edge line of the road being intersected to the closest edge of the stop bar.

H. SUPPLEMENTAL SPECIFICATIONS

ERRATA TO 2007 STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION (MAY 4, 2009)

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

DIVISION 100 GENERAL PROVISIONS

SECTION 101 DEFINITIONS AND TERMS

Subsection 101.2 Abbreviations and Acronyms

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

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

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

SECTION 102 BIDDING REQUIREMENTS AND CONDITIONS

Subsection 102.8 Irregular Bids

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

SECTION 105 CONTROL OF WORK

Subsection 105.6 Cooperation with Utilities

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

DIVISION 200 EARTHWORKS

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."

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 County'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

THE SOUTH CAROLINA MINING ACT (MARCH 20, 2003)

The South Carolina Mining Act enacted by the General Assembly in 1973 requires that the County adopt reclamation standards to govern activities of the County and any person acting under contract with the County, 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 allowed 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 to fifteen (15) pounds in lieu of the deleted Bermuda seed.

PROMPT PAYMENT CLAUSE (JUNE 14, 2000)

- (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. “Satisfactorily completion of all work items of the subcontract” shall mean when the SCDOT pays the Contractor for 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.
- (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.
- (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.

ASPHALT BINDER ADJUSTMENT INDEX (MARCH 3, 2009)

General: The Bidder is advised that the County will apply Asphalt Binder Adjustments *for specified items of work* when the Index for Asphalt Binder (PG64-22) varies more than 5% from the Base Index price established for the contract.

Index: The Department maintains an Index for Asphalt Binder, which is an average of quotations from current asphalt binder suppliers, effective on the 1st and 17th of each month.

The resulting Index is posted in spreadsheet form on the Department’s Internet at http://www.scdot.org/doing/constructionletting_monthlyindex.aspx.

Base Index: The County sets a Base Index date for each contract subject to Asphalt Binder adjustments with the date set prior to the highway letting. The Index for Asphalt Binder on that Base Index date sets the framework of the 5% adjustment increments to be used for the contract. Tables showing the adjustment increments are displayed in the above noted spreadsheet (AC Binder Chart tab).

Asphalt Binder Content Factors: The following table shows the Asphalt Binder Content factor (tons of Asphalt Binder per unit of work) for SCDOT work items that are subject to this specification. In order to be eligible for index adjustments, the work item(s) must be specifically indicated in the Special Provisions of the Contract.

Items of Work Eligible for A.C. Binder Adjustments	Unit	AC Binder Tons
Liquid Asphalt Binder (PG64-22)	TON	1.0000
Liquid Asphalt Binder (PG76-22)	TON	1.0000
Full Depth Patching - 4" (AC Binder)	SY	0.0110

Full Depth Patching - 6" (AC Binder)	SY	0.0165
Full Depth Patching - 8" (AC Binder)	SY	0.0220
Full Depth Patching - 10" (AC Binder)	SY	0.0275
Full Depth Patching - 12" (AC Binder)	SY	0.0330
Single Treatment Type-1 (0.38 gal/sy AC)	SY	0.0016
Single Treatment Type-2 (0.38 gal/sy emulsion)	SY	0.0011
Single Treatment Type-3 (0.25 gal/sy emulsion)	SY	0.0007
Single Treatment Class-A (0.30 gal/sy emulsion)	SY	0.0008
Double Treatment Type-1 (0.82 gal/sy emulsion)	SY	0.0023
Double Treatment Type-2 (0.97 gal/sy emulsion)	SY	0.0027
Double Treatment Type-3 (0.55 gal/sy emulsion)	SY	0.0015
Double Treatment-Class A Special (0.66 gal/sy emulsion)	SY	0.0018
Triple Treatment-Type 1 (0.85 gal/sy emulsion)	SY	0.0024
Triple Treatment-Type 2 (0.71 gal/sy emulsion)	SY	0.0020
Triple Treatment-Type 4 (0.82 gal/sy emulsion)	SY	0.0023
Asph Surf Trmt - Single Treatment (0.28 gal/sy mod. Emulsion)	SY	0.0008
Asph Surf Trmt - Double Treatment (0.48 gal/sy mod. Emulsion)	SY	0.0013
Micro surfacing, Type II	SY	0.0007
Micro surfacing, Type II - Leveling	TON	0.0800
Emulsion for High Performance Chip Seal (Macro surfacing)	Gal	0.0028

Per unit index adjustments are determined by multiplying the Asphalt Binder Content factor by the Asphalt Binder Index Change (minimum of incremented range). The resulting per unit amount is then applied to the construction estimate as a line item adjustment.

Additional Provisions:

A. The County will calculate and apply Asphalt Binder Index Adjustments to estimates based on Index values set at the beginning of the estimate period.

- Districts 2, 3, and 5 - Estimate period begins on the 1st of the month and ends on the last day of the month. The 1st of the month Index will be compared to the contract Base Index to determine Index adjustments for the estimate period.
- Districts 1, 4, 6, and 7 - Estimate period begins on the 17th of the month and ends on the 16th day of the following month. The 17th of the month Index will be compared to the contract Base Index to determine Index adjustments for the estimate period.

B. In the event the work (on a contract item subject to asphalt binder adjustment) continues after expiration of the contract completion date, the asphalt binder index in effect on the contract completion date will become the ceiling (or maximum) of indexes to be applied for the work. Lower indexes will be applied, while higher indexes will be limited to the ceiling noted.

C. This provision shall apply to supplemental agreements, overruns and extensions to this project for the specified item(s) to be adjusted.

D. The Base Index, Current Index and Adjustments may be referenced directly on the Department's Index spreadsheet at http://www.scdot.org/doing/constructionletting_monthlyindex.aspx.

I. BID FORMS



COLLETON COUNTY
 SOUTH CAROLINA
BID SUMMARY
CTC-12 RESURFACING ROADS
 March 29, 2018 @ 11:00am

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
1	Mobilization	LS	1		
2	Bonds & Insurance	LS	1		
3	Construction Stakes, Lines, & Grades	LS	1		
4	Traffic Control	LS	1		
5	Borrow Excavation	CY	425		
6	Excavation for Shoulder Paving	STA	135		
7	Hauling of Excavated Shoulder	STA	135		
8	Maintenance Stone	TON	280		
9	Mill Existing Asphalt Pavement (variable depth)	SY	450		
10	Full Depth HMA Patching 6" Uniform	SY	2650		
11	Liquid Asphalt Binder PG64-22	TON	352		
12	HMA Shoulder Widening Course (450 lbs./sy)	TON	675		
13	H/M Asph. Surf. Cr. Type B (200 lbs./sy)	TON	2125		
14	H/M Asph. Surf. Cr. Type C (200 lbs./sy)	TON	1025		
15	H/M Asph. Surf. Cr. Type E (Varies)	TON	1600		
16	Permanent Construction Signs (Ground Mounted)	SF	560		
17	4" White Solid Lines (Pavement Edge Lines) Fast Dry Paint	LF	42840		
18	24" White Solid Lines (Stop) Fast Dry Paint	LF	135		
19	4" Yellow Solid Line (No Passing Zone) Fast Dry Paint	LF	29080		
20	4" Yellow Broken Line (Gaps Excl.) Fast Dry Paint	LF	3660		
21	4" White Solid Lines (Pavement Edge Lines) Thermoplastic-90 mil	LF	21420		
22	24" White Solid Lines (Stop/Diag Lines) Thermoplastic-125 mil	LF	205		
23	4" Yellow Solid Line (No Passing Zone) Thermoplastic-90 mil	LF	14540		
24	4" Yellow Broken Line (Gaps Excl.) Thermoplastic-90 mil	LF	1860		
25	Milled in Rumble Strip	MI	2.56		
26	Permanent Yellow Pavement Markers Bi-Dir.-4"x4"	EA	85		
27	Permanent Vegetation	MSY	9.2		
				TOTAL BID	\$

Contractor: _____

Date: _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID



REFERENCE FORM

(Please use this form or similar copy)

Bidder shall include a list of three references for similar work with bid response. References shall include project name, brief description and location of project, completed dollar amount of project, date completed, contact person's name, phone, fax number, and email address of a similar job completed

1.) Name of Project Owner: _____
Brief Description Including Location _____

Completed Dollar Amount: \$ _____ Date Completed: _____
Contact Person's Name: _____
Contact Phone: (_____) _____ - _____ Contact Fax: (_____) _____ - _____
Contact E-mail: _____

2.) Name of Project Owner: _____
Brief Description Including Location _____

Completed Dollar Amount: \$ _____ Date Completed: _____
Contact Person's Name: _____
Contact Phone: (_____) _____ - _____ Contact Fax: (_____) _____ - _____
Contact E-mail: _____

3.) Name of Project Owner: _____
Brief Description Including Location _____

Completed Dollar Amount: \$ _____ Date Completed: _____
Contact Person's Name: _____
Contact Phone: (_____) _____ - _____ Contact Fax: (_____) _____ - _____
Contact E-mail: _____

4.) Name of Project Owner: _____
Brief Description Including Location _____

Completed Dollar Amount: \$ _____ Date Completed: _____
Contact Person's Name: _____
Contact Phone: (_____) _____ - _____ Contact Fax: (_____) _____ - _____
Contact E-mail: _____



SUBCONTRACTOR FORM

Subcontractor Name: _____
Address: _____
Description of Work to be Performed: _____

Dollar Value of Subcontractor's Work: \$ _____ Percentage of Contract Value: _____

Subcontractor Name: _____
Address: _____
Description of Work to be Performed: _____

Dollar Value of Subcontractor's Work: \$ _____ Percentage of Contract Value: _____

Subcontractor Name: _____
Address: _____
Description of Work to be Performed: _____

Dollar Value of Subcontractor's Work: \$ _____ Percentage of Contract Value: _____

Subcontractor Name: _____
Address: _____
Description of Work to be Performed: _____

Dollar Value of Subcontractor's Work: \$ _____ Percentage of Contract Value: _____

Subcontractor Name: _____
Address: _____
Description of Work to be Performed: _____

Dollar Value of Subcontractor's Work: \$ _____ Percentage of Contract Value: _____

Subcontractor Name: _____
Address: _____
Description of Work to be Performed: _____

Dollar Value of Subcontractor's Work: \$ _____ Percentage of Contract Value: _____



DBE SUBCONTRACTOR FORM

DBE Subcontractor Name: _____
Address: _____
Description of Work to be Performed: _____

Dollar Value of Subcontractor's Work: \$ _____ Percentage of Contract Value: _____

Subcontractor Name: _____
Address: _____
Description of Work to be Performed: _____

Dollar Value of Subcontractor's Work: \$ _____ Percentage of Contract Value: _____

Subcontractor Name: _____
Address: _____
Description of Work to be Performed: _____

Dollar Value of Subcontractor's Work: \$ _____ Percentage of Contract Value: _____

Subcontractor Name: _____
Address: _____
Description of Work to be Performed: _____

Dollar Value of Subcontractor's Work: \$ _____ Percentage of Contract Value: _____

Total Dollar Value of Contract: \$ _____
Total Dollar Value of DBE Subcontract Work: \$ _____
DBE Percent of Contract Value: _____

The Contractor hereby commits to subcontract portions of the work to DBE subcontractors as indicated above or approved substitute DBE subcontractors.

CONTRACTOR: _____ DATE: _____
SIGNED: _____ TITLE: _____



CERTIFICATE OF FAMILIARITY

The undersigned, having fully familiarized him/her with the information contained within this entire solicitation and applicable amendments, submits the attached response, and other applicable information to the County, which I verify to be true and correct to the best of my knowledge. I further certify that this response is made without prior understanding, agreement, or connection with any corporation, Offeror or person submitting a response 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 set forth in this solicitation and certify that I have signature authority to bind the company listed herein.

MINORITY BUSINESS: Are you a minority business?

- ▶ Yes __ (__ Women-owned / __ Disadvantaged) *If yes, please submit a copy of your certificate with your response.*
- ▶ No _____

_____	_____
Mailing Address	Printed Name
_____	_____
City, State, Zip	Title
_____	_____
Date	Telephone Number Fax Number

REMITTANCE ADDRESS

_____	_____
Company Name	Authorized Signature (As registered with the IRS)
_____	_____
Address	E-Mail Address
_____	_____
City, State, Zip	Fax Number
_____	_____
Telephone Number	Toll Free Number
_____	_____
Federal Tax ID Number	Sales Tax Number

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID

J. PROJECT INFORMATION

ESTIMATED QUANTITY TOTALS FOR ALL ROADS

ITEM #	DESCRIPTION	UNIT	QUANTITY
1	Mobilization	LS	1
2	Bonds & Insurance	LS	1
3	Construction Stakes, Lines, & Grades	LS	1
4	Traffic Control	LS	1
5	Borrow Excavation	CY	425
6	Excavation for Shoulder Paving	STA	135
7	Hauling of Excavated Shoulder	STA	135
8	Maintenance Stone	TON	280
9	Mill Existing Asphalt Pavement (variable depth)	SY	450
10	Full Depth HMA Patching 6" Uniform	SY	2650
11	Liquid Asphalt Binder PG64-22	TON	352
12	HMA Shoulder Widening Course (450 lbs./sy)	TON	675
13	H/M Asph. Surf. Cr. Type B (200 lbs./sy)	TON	2125
14	H/M Asph. Surf. Cr. Type C (200 lbs./sy)	TON	1025
15	H/M Asph. Surf. Cr. Type E (Varies)	TON	1600
16	Permanent Construction Signs (Ground Mounted)	SF	560
17	4" White Solid Lines (Pavement Edge Lines) Fast Dry Paint	LF	42840
18	24" White Solid Lines (Stop) Fast Dry Paint	LF	135
19	4" Yellow Solid Line (No Passing Zone) Fast Dry Paint	LF	29080
20	4" Yellow Broken Line (Gaps Excl.) Fast Dry Paint	LF	3660
21	4" White Solid Lines (Pavement Edge Lines) Thermoplastic-90 mil	LF	21420
22	24" White Solid Lines (Stop/Diag Lines) Thermoplastic-125 mil	LF	205
23	4" Yellow Solid Line (No Passing Zone) Thermoplastic-90 mil	LF	14540
24	4" Yellow Broken Line (Gaps Excl.) Thermoplastic-90 mil	LF	1860
25	Milled in Rumble Strip	MI	2.56
26	Permanent Yellow Pavement Markers Bi-Dir.-4"x4"	EA	85
27	Permanent Vegetation	MSY	9.2

Road Name: *Ivanhoe Road S-15-335*
Start: US-17A (MP 0.00)
Stop: Woodlawn Street S-15-128 (MP 1.32)
Road Length in Miles: 1.28
Original Width in feet: 24' **Widen Left:** 2' **Widen Right:** 2' **Final Width:** 28'

ITEM #	DESCRIPTION	UNIT	QUANTITY
5	Borrow Excavation	CY	125
6	Excavation for Shoulder Paving	STA	135
7	Hauling of Excavated Shoulder	STA	135
8	Maintenance Stone	TON	20
9	Mill Existing Asphalt Pavement (variable depth)	SY	450
10	Full Depth HMA Patching 6" Uniform	SY	1600
11	Liquid Asphalt Binder PG64-22	TON	202
12	HMA Shoulder Widening Course (450 lbs./sy)	TON	675
13	H/M Asph. Surf. Cr. Type B (200 lbs./sy)	TON	2125
15	H/M Asph. Surf. Cr. Type E (Varies)	TON	850
16	Permanent Construction Signs (Ground Mounted) – Scheme C & E	SF	224
17	4" White Solid Lines (Pavement Edge Lines) Fast Dry Paint	LF	27000
18	24" White Solid Lines (Stop) Fast Dry Paint	LF	80
19	4" Yellow Solid Line (No Passing Zone) Fast Dry Paint	LF	13240
20	4" Yellow Broken Line (Gaps Excl.) Fast Dry Paint	LF	2460
21	4" White Solid Lines (Pavement Edge Lines) Thermoplastic-90 mil	LF	13500
22	24" White Solid Lines (Stop/Diag Lines) Thermoplastic-125 mil	LF	80
23	4" Yellow Solid Line (No Passing Zone) Thermoplastic-90 mil	LF	6620
24	4" Yellow Broken Line (Gaps Excl.) Thermoplastic-90 mil	LF	1230
25	Milled in Rumble Strip	MI	2.56
26	Permanent Yellow Pavement Markers Bi-Dir.-4"x4"	EA	85
27	Permanent Vegetation	MSY	6.0

Notes: Variable milling will be used at roadway termini, intersection tie-ins, and across the culvert crossing. Asphalt surface quantities include quantities for intersections and driveway tie-ins.

Road Name: *Knights Avenue S-15-559*
Start: Lakeshore Drive S-15-505 (MP 0.00)
Stop: Lakeshore Drive S-15-505 (MP 0.75)
Road Length in Miles: 0.75
Original Width in feet: 22' **Widen Left:** **Widen Right:** **Final Width:** 22'

ITEM #	DESCRIPTION	UNIT	QUANTITY
5	Borrow Excavation	CY	300
8	Maintenance Stone	TON	20
10	Full Depth HMA Patching 6" Uniform	SY	150
11	Liquid Asphalt Binder PG64-22	TON	105
14	H/M Asph. Surf. Cr. Type C (200 lbs./sy)	TON	1025
16	Permanent Construction Signs (Ground Mounted) – Scheme E	SF	184
17	4" White Solid Lines (Pavement Edge Lines) Fast Dry Paint	LF	15840
18	24" White Solid Lines (Stop) Fast Dry Paint	LF	55
19	4" Yellow Solid Line (No Passing Zone) Fast Dry Paint	LF	15840
20	4" Yellow Broken Line (Gaps Excl.) Fast Dry Paint	LF	1200
21	4" White Solid Lines (Pavement Edge Lines) Thermoplastic-90 mil	LF	7920
22	24" White Solid Lines (Stop/Diag Lines) Thermoplastic-125 mil	LF	55
23	4" Yellow Solid Line (No Passing Zone) Thermoplastic-90 mil	LF	7920
24	4" Yellow Broken Line (Gaps Excl.) Thermoplastic-90 mil	LF	630
27	Permanent Vegetation	MSY	3.2

Notes: Variable milling will be used at roadway termini and intersection tie-ins. Asphalt surface quantities include quantities for intersections and driveway tie-ins.

Subdivision Name: *Pine Forest*
Roadways: Independent Lane, Dallas Lane, and Mallory Lane
Road Length in Miles: 0.58
Original Width in feet: 20' **Widen Left:** **Widen Right:** **Final Width:** 20'

ITEM #	DESCRIPTION	UNIT	QUANTITY
8	Maintenance Stone	TON	120
10	Full Depth HMA Patching 6" Uniform	SY	400
11	Liquid Asphalt Binder PG64-22	TON	30
15	H/M Asph. Surf. Cr. Type E (Varies)	TON	485
16	Permanent Construction Signs (Ground Mounted) – Scheme E	SF	76
22	24" White Solid Lines (Stop/Diag Lines) Thermoplastic-125 mil	LF	40

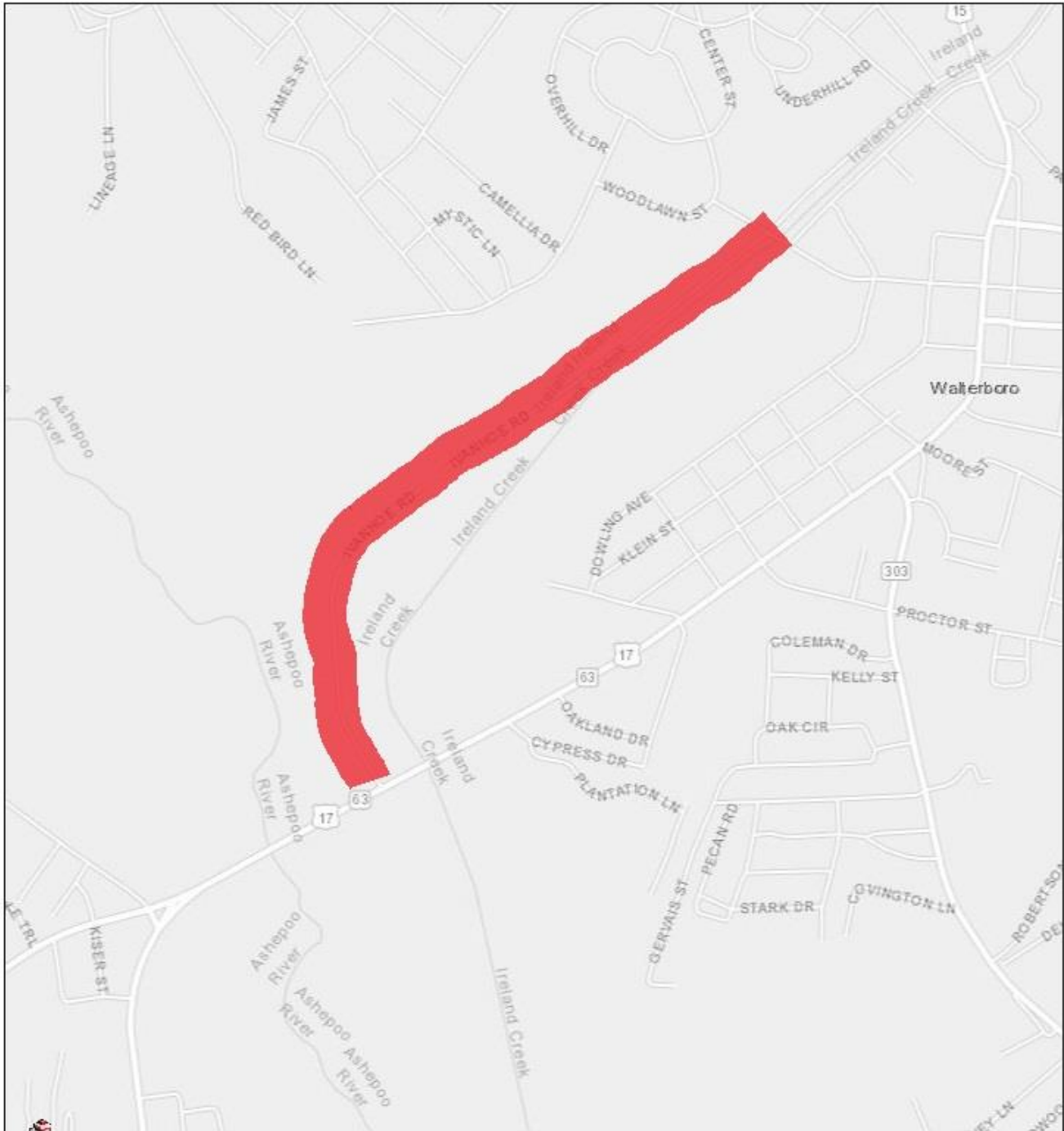
Notes: Variable milling will be used at roadway termini and intersection tie-ins. Asphalt surface quantities include quantities for intersections and driveway tie-ins.

Subdivision Name: *Quail Creek*
Roadways: Partridge Trail
Road Length in Miles: 0.36
Original Width in feet: 20' **Widen Left:** **Widen Right:** **Final Width:** 20'

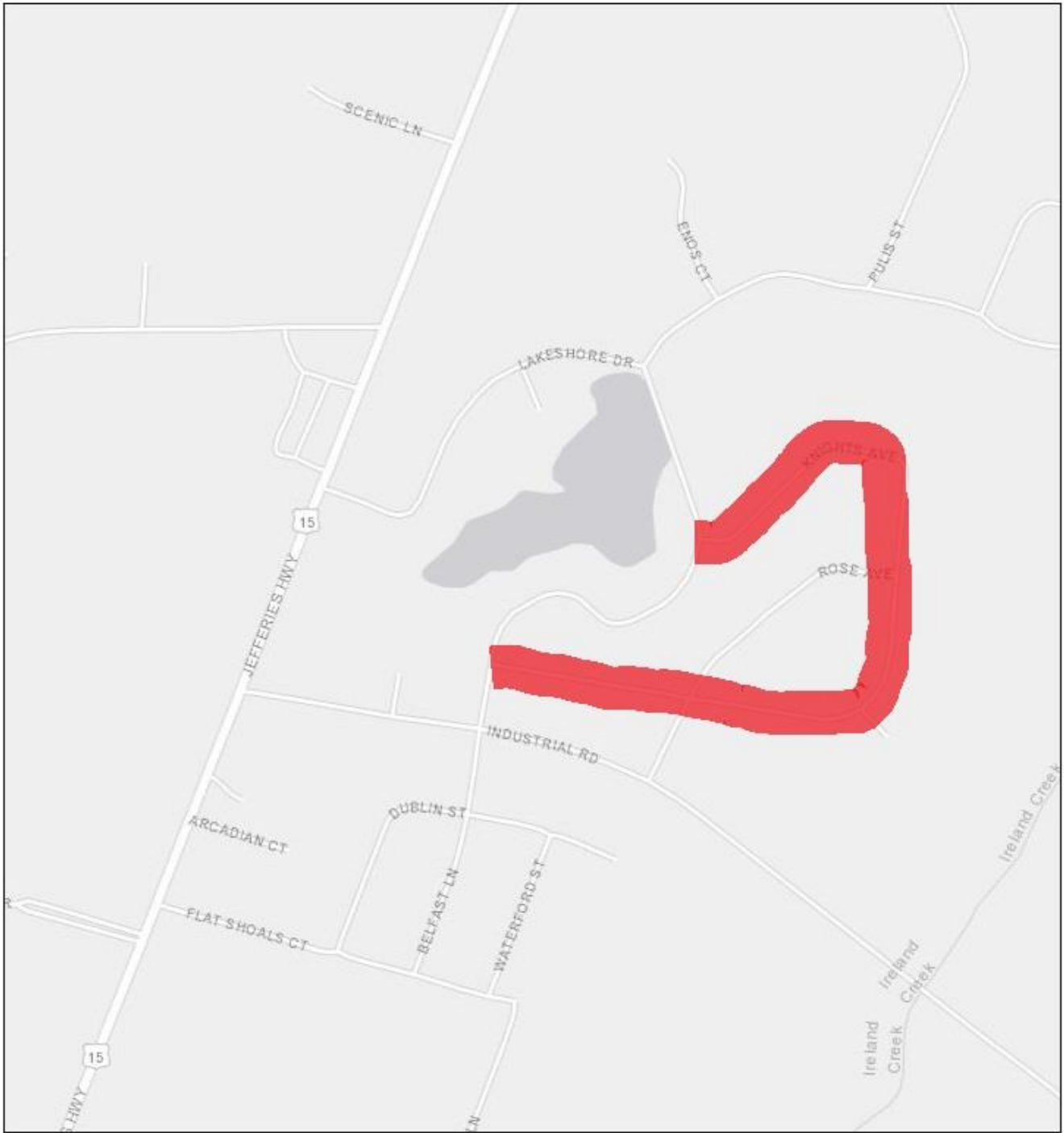
ITEM #	DESCRIPTION	UNIT	QUANTITY
8	Maintenance Stone	TON	120
10	Full Depth HMA Patching 6" Uniform	SY	500
11	Liquid Asphalt Binder PG64-22	TON	15
15	H/M Asph. Surf. Cr. Type E (Varies)	TON	265
16	Permanent Construction Signs (Ground Mounted) – Scheme E	SF	76
22	24" White Solid Lines (Stop/Diag Lines) Thermoplastic-125 mil	LF	30

Notes: Variable milling will be used at roadway termini and intersection tie-ins. Asphalt surface quantities include quantities for intersections and driveway tie-ins.

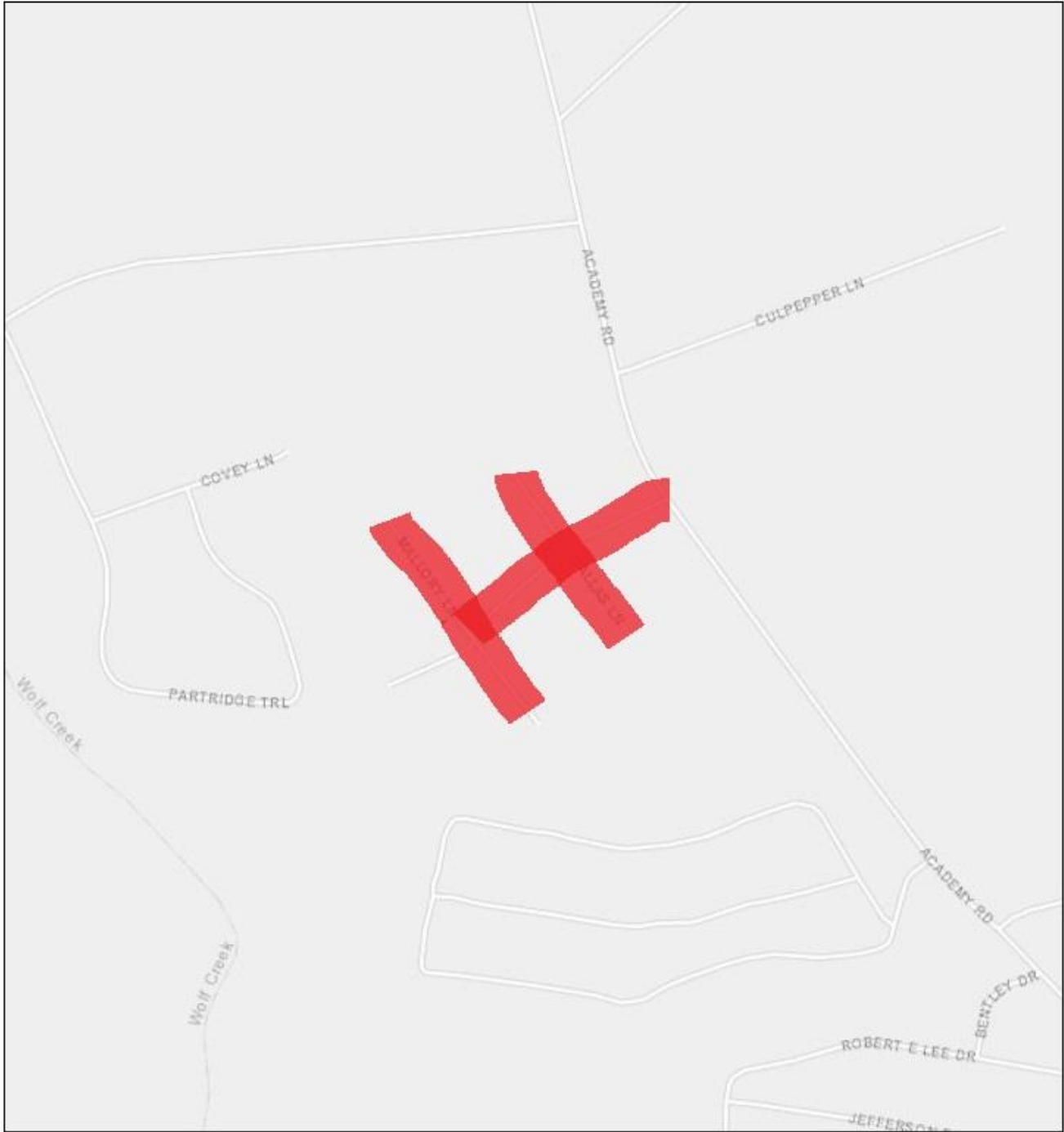
Strip Map - Ivanhoe Road



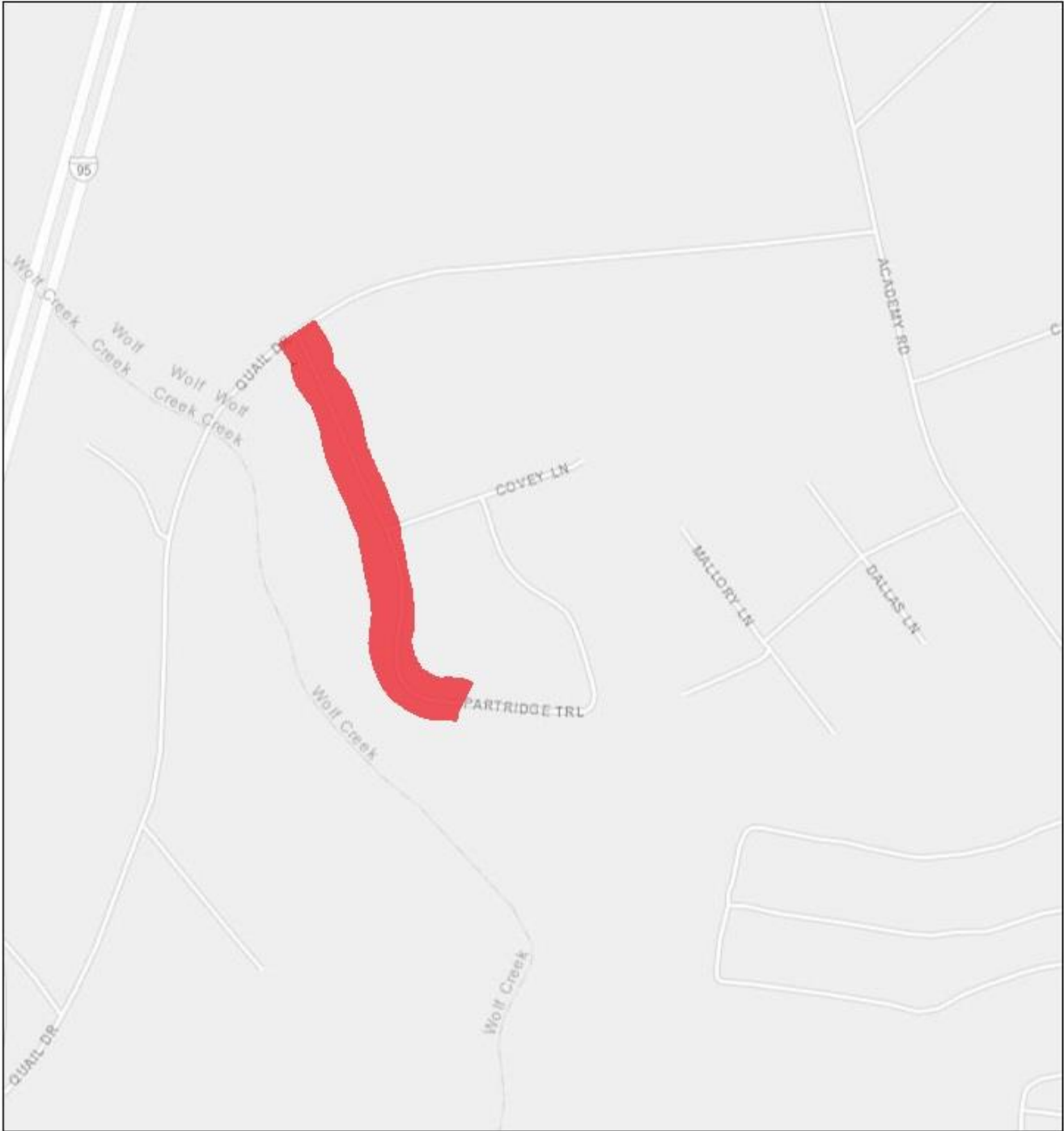
Strip Map - Knights Avenue



Strip Map - Pine Forest Subdivision
Independent Lane, Dallas Lane, and Mallory Lane



Strip Map - Quail Creek Subdivision
Partridge Trail



Construction Sign Map

