

CONTRACT DOCUMENTS AND SPECIFICATIONS
FOR
CHESTERFIELD COUNTY, SOUTH CAROLINA

CHESTERFIELD COUNTY
Re-Surfacing Package #1

Bethel Church Road
Farmer Road
Henry Powe Lane
June Burch Lane
Linton Shop Road
Rolling Hill Lane
Wilson Road

Project No: 21-04464-003

Bid No: PCN #42549

August 2023

JMT, Inc.
CONSULTING ENGINEERS
3600 FOREST DRIVE
SUITE 102
COLUMBIA, SC 29204

CHESTERFIELD COUNTY
CHESTERFIELD COUNTY ADMIN BLDG.
178 MILL STREET
CHESTERFIELD, SC 29709

TIMOTHY L. EUBANKS,
CHESTERFIELD COUNTY
ADMINISTRATOR

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INVITATION TO BID

Sealed bids for RE-SURFACING PACKAGE #1 INCLUDES THE FOLLOWING ROADS: BETHEL CHURCH ROAD, FARMER ROAD, HENRY POWE LAND, JUNE BURCH LANE, LINTON SHOP ROAD, ROLLING HILL LANE, AND WILSON ROAD, ALL LOCATED WITHIN CHESTERFIELD COUNTY, SOUTH CAROLINA will be received by CHESTERFIELD COUNTY (hereinafter called the Owner) at the Chesterfield County Administration Building, 178 Mill Street, Chesterfield, South Carolina until **1:00 p.m., August 22nd, 2023**. At that time and place, bids will be opened, and emails sent out to all bidders stating the bids received and low bid winner. **A MANDATORY PRE-BID MEETING** will be held onsite beginning on Lipton Shop Road at SC 145 on **August 1st, 2023, at 8:30 am**.

The work on RE-SURFACING PACKAGE #1 consists of applying approximately 16,680 linear feet of Hot Mix Asphalt (HMA) Surface Type C at 18 -20 feet wide (2 x 9' - 10' lanes with 2 x 4' shoulders) onto existing roadway and driveways after crack sealing and necessary patches have been made in a satisfactory manner and with additional driveways added along with shoulder grading for the removal of overgrown shoulders.

The Contract Documents, including Drawings and Technical Specifications, are on file for examination at the offices of the Chesterfield County Administration Building, 178 Mill Street, Chesterfield, SC. Specifications and contract documents may be obtained in person from the office of the JMT, 3600 Forest Drive, Suite 102, Columbia SC upon a non-refundable payment of \$125.00. If mailed, a \$15.00 shipping and handling fee will be added. When obtaining contract documents, provide the following information about your company: mailing address, street (UPS) address, telephone number, and E-mail address. Please contact Joe Montgomery at (803) 532-7179 or at email address jfmontgomery@jmt.com with any questions.

The Chesterfield County

BY: Timothy L. Eubanks

TITLE: Chesterfield County Administrator

DATE: August 2023

INSTRUCTIONS TO BIDDERS

1. RECEIPT AND OPENING OF BIDS: Bids will be received and opened as specified in the Invitation to Bid.

(a) The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids.

(b) Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 60 days after the actual date of the opening thereof.

2. PREPARATION OF BID: All Bids shall be on copies of the printed forms herein, and shall be for all labor, material and equipment required to complete the work embraced in the contract in accordance with the Plans and Specifications.

(a) Bid forms shall not be torn or removed from the Bound Volume. Bids shall be submitted on a copy of the Bid form.

(b) Bids shall be typewritten or completed in ink. All blank spaces for bid prices must be filled in, in figures, or in both words and figures if so indicated in the Bid form. In addition, any other information requested in the Bid form must be completed. If requested in the Bid, each bidder shall show the make of materials and equipment used in his quotation. No change in equipment or materials will be allowed after bids are received without the written approval of the Engineer.

(c) Failure to name the maker of equipment and materials, if requested, shall give the Owner the right to select equipment and materials of his choice at the prices listed in the Bid.

(d) Each bidder shall show, in the spaces provided at the end of the Bid, the names of any subcontractors and the scope of their work, which he may employ on the Project. Subcontractors will be required to comply with all applicable requirements of the Specifications.

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

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

(g) On the first sheet of the Bid form, the bidder shall write his name and address, and Contractor's License Number. In South Carolina, where a mechanical contract amounts to \$10,000 or more, the name and license number of the subcontractor shall also be shown.

(h) Each Bid must be submitted in a sealed envelope, addressed to the Owner along with the name of the project for which the bid is submitted. The bidder shall also show his name and license number and subcontractor's name and mechanical license number, if required, on the outside of the envelope. Failure to show the required license numbers may result in rejection of bid, unopened. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope.

(i) No bid will be considered unless the bidder is legally qualified under the provisions of the South Carolina Contractor's Licensing Law (SC Code of Laws as amended in 1976, Chapter 11, Sections 40-11-10 through 40-11-428). Contractors shall have a classification of Asphalt Paving (AP) and Grading (GD).

3. TELEGRAPHIC MODIFICATION: Any bidder may modify his bid by telegraphic communication, at any time prior to the scheduled closing time for receipt of bids, provided such telegraphic communication is received by the Owner prior to the closing time; and, provided further, the Owner is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the closing time. Telegraphic communication should not reveal the bid price but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed bid is opened. If written confirmation is not received within two days from the closing time, no consideration will be given to the telegraphic modification.

4. BIDDERS QUALIFICATIONS: To be acceptable to the Owner, bidders must be skilled in the class of work on which they bid, and no bid will be considered from any bidder who is unable to show that he has performed considerable work of similar character to that on which he is bidding.

(a) The Owner may make such investigations as deemed necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request.

(b) The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

5. BID GUARANTY: The Bid must be accompanied by a Bid guaranty which shall not be less than 5 percent (5%) of the amount of the Bid. At the option of the bidder, the guaranty may be a certified check, bank draft, negotiable U.S. Government Bonds (at par value), or a bid bond in the form attached. The bid bond

shall be secured by a guaranty, or a surety company listed in the latest issue of U.S. Treasury Circular 570. The amount of such bid bond shall be within the maximum amount specified for such Company in said Circular 570. No Bid will be considered unless it is accompanied by the required guaranty. Certified check or bank draft must be made payable to the order of the Owner. Cash deposits will not be accepted. The Bid guaranty shall insure the execution of the Agreement and the furnishing of the surety bond or bonds by the successful bidder, all as required by the Contract Documents.

(a) Revised Bids submitted before the opening of Bids whether forwarded by mail or telegram, if representing an increase more than two percent (2%) of the original Bid, must have the Bid guaranty adjusted; accordingly, otherwise the Bid will not be considered.

(b) Certified checks or bank drafts, or the amount thereof, bid bonds, and negotiable U.S. Government bonds of unsuccessful bidders will be returned as soon as practical after the opening of the Bids.

6. EXECUTION OF CONTRACT: The bidder to whom an award is made shall execute and deliver to the Owner a written contract on the form attached hereto within seven (7) days after notice of award has been received. The successful bidder will also be required to provide a Performance Bond and SCDHEC Co-Permittee Agreement before proceeding with the work.

7. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT: The successful bidder, upon his failure or refusal to execute and deliver the contract required within seven (7) days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.

8. LICENSES AND PERMITS: In addition to the licenses required by the advertisement and specifications, the following is required:

(a) South Carolina law provides that a building permit shall be secured by the successful bidder for each particular contract, if applicable.

9. TIME OF COMPLETION AND LIQUIDATED DAMAGES: The bidder must agree to commence work within the time stipulated in the Bid Form and to fully complete the project within the time stipulated in the Contract. Bidders must also agree to pay as liquidated damages the amount set forth in the Contract for each consecutive calendar day that the work is incomplete after the date of completion, plus the cost of those agents representing the Owner who are engaged in the project after the scheduled completion date.

10. EXAMINATION OF PROJECT: Each of the bidders shall fully familiarize himself with the Plans, Specifications, soil properties and other conditions relating to the project to ensure complete understanding of all the details involved. He

shall satisfy himself as to the actual conditions and requirements of the work by personal examination of its location or other means, to enable him to make up his bid intelligently and to advantage. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to complete the provision of his contract. No allowance will be made for any claims that a bid was based on incomplete information as to the nature and character of the sites and of the work involved.

11. INTERPRETATIONS OF PLANS AND SPECIFICATIONS: No interpretation of the meaning of the Plans, Specifications, or other documents will be made to any bidder orally prior to the receipt of bids.

(a) Any request for such interruption shall be in writing addressed to the Owner. To be given consideration, such requests must be received at least seven (7) days prior to the scheduled date for opening bids. Any such interpretations or supplemental instructions will be issued in the form of addenda to the Contract Documents which will be faxed or mailed to all persons receiving a set of documents, not later than five days prior to the date for opening of bids.

(b) Failure of any bidder to receive such addenda shall not relieve him of any obligation under his Contract Documents.

12. RIGHT TO INCREASE OR DECREASE THE AMOUNT OF WORK: The work comprises approximately the quantities shown in the Bid Form which will be used as a basis for comparison of bids and not for final estimate.

(a) The Owner does not, by expression or by implication, agree that the actual amount of work shall correspond with the estimated quantities.

(b) The Owner reserves the right to increase or decrease the amount of work under the Contract to the extent of 30% of the work contemplated, at the unit prices quoted in the Bid.

13. POWER OF ATTORNEY: Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power-of-attorney.

14. LAW AND REGULATIONS: The bidder's attention is directed to the fact that all applicable State laws, local ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

15. STATE SET-ASIDE LAW FOR DBE/DWBE: In accordance with the State Set-Aside Law (South Carolina Code Section 12-28-2930); a minimum of ten (10%) percent of this contract is set-aside for qualified and certified Disadvantaged Business

Enterprises (DBE's) or Women Business Enterprises (DWBE's). All mentions of DBEs in these specifications or other contract documents reference both DBE' and DWBE's.

(a) The DBE Certification Directory can be found on the SCDOT website (http://www.scdot.org/doing/doingPDFs/businessDevelop/UCP_DBE_Directory.pdf) Firms listed are prequalified by SCDOT.

(b) The prime contractor shall provide documentation and certification of DBE contract amounts including proof of final payment. DBEs shall be indicated on the Bid form under the "Proposed Sub-Contractors." If no certified DBE firms are available at competitive prices, the contractor shall verify and document this information. Good faith efforts must be made to meet DBE goals.

16. METHOD OF AWARD: Contracts will be awarded to the low bidder whose bid, in conjunction with any combination of alternates, appears to serve the best interest of the Owner, provided that such low bidder is considered by the Owner to be responsible and capable of performing the work. Quality and performance of equipment and materials will be evaluated, in conjunction with price, as important considerations in determination of award to the low bidder. The Owner reserves the right to accept or reject, in whole or in part, such bids as appears in its judgment to be in their best interests, or to waive any informalities in the bidding.

17. OBLIGATION OF BIDDER: At the time of the opening of bids, each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the Plans and Contract Documents (including all addenda). The failure or omission of any bidder to examine any form, instruction or document shall in no way relieve any bidder from any obligation in respect to this bid. No bids may be withdrawn for a period of sixty (60) days after the actual date of the opening of bids.

18. NOTICE OF SPECIAL CONDITIONS: Attention is called to those parts of the Contract Documents and Specifications which deal with the items below, if they are included in the following specifications:

- (a) Insurance requirements
- (b) Protection of property

BID

Place: Chesterfield County Administration
Council Chambers
178 Mill Street
Chesterfield, SC 29709

Project No. 21-04464-003
PCN #42549
Re-Surfacing Package #1
Chesterfield County

Time: 1:00 PM.

Date: August 22, 2023

FROM: Bidder _____
Address _____
Contractor's License No. _____

TO: The Chesterfield County (Hereinafter called the OWNER)

The Bidder, in compliance with your Invitation to Bid for RE-SURFACING PACKAGE #1 FOR SEVEN ROADS LOCATED WITHIN CHESTERFIELD COUNTY, SOUTH CAROLINA having examined the Plans and Specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including soil conditions and the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents, of which this Bid is a part.

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

The Bidder further proposes and agrees, if this Bid is accepted, to contract with the Owner, in the attached form of contract; to furnish all materials, equipment, tools, apparatus, means of transportation, and labor necessary thereto, and to complete the construction of the proposed facilities in full and complete accordance with the Plans, Specifications, and Contract Documents, to the full and entire satisfaction of the Owner and Engineer, at the prices listed below. The bidder agrees bids may not be withdrawn for a period of sixty (60) days after the actual date of the opening of bids.

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

Bid (continued)

listed below for each consecutive calendar day thereafter that the project remains incomplete as provided in the Standard General Conditions.

Completion Time

Liquidated Damages

120 Days

\$300 per day

Names of equipment and material suppliers, proposed subcontractors and other information requested herein must be shown. Failure to do so may result in rejection of the Bid.

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

Unit prices and/or lump sums are shown on the Bid Schedule below. In case of error in extension, the Unit Price shall govern rather than the Amount. Where Lump Sum Amounts are bid, the amount for each bid item shall govern rather than the total of any several items.

The work comprises approximately the quantities shown in the Bid Schedule which will be used as a basis for comparison for bids and not for final estimate. The Owner does not, by expression or by implication, agree that the actual amount of work shall correspond with the estimated quantities.

The quantities used for Unclassified Excavation – cut, Unclassified Excavation – fill and / or Sub-base are based on estimated amounts. Should any unsuitable material need to be removed and replaced, these same pay items along with their corresponding unit prices will be used to excavate and refill. There will be no adjustment in unit prices regardless of the amount of unsuitable material encountered.

Bidder agrees to perform all work described in the Specifications and Plans, for the following unit prices and/or lump sum amounts.

Bid (continued)

**BID SCHEDULE
RE-SURFACING PACKAGE #1**

NOTE: Bids shall include all applicable taxes and fees

Item	Description	Quantity	Unit Price	Amount
1	Mobilization	Lump Sum		\$ _____
2	Traffic Control	Lump Sum		\$ _____
3	Full Depth Patching	1,865 SY	\$ _____	\$ _____
4	175#/SY HMA Surface C	3,155 TN	\$ _____	\$ _____
5	D/W Paving @ 220/SY HMA Surface C	300 TN	\$ _____	\$ _____
6	Crack Sealing Includes shoulder work under Section 2 stated below.	6.32 LaMi	\$ _____	\$ _____
7	24" White Stop Bars @ 10' Thermoplastic	10 LF	\$ _____	\$ _____
8	24" White Stop Bars @ 9' Thermoplastic	82 LF	\$ _____	\$ _____
9	30' Double Yellow Lines at Intersections	600 LF	\$ _____	\$ _____
10	Asphalt Curbing (see detail)	240 LF	\$ _____	\$ _____
	Total Cost:			\$ _____

Bid (continued)

The Bidder further proposes and agrees hereby to commence the work with adequate forces and equipment within ten (10) days after being notified by the Owner to proceed, unless otherwise agreed upon by both parties, and to complete the work within the specified time.

Respectfully submitted,

Contractor: _____

By: _____

Title: _____

Address: _____

Zip Code: _____
Seal - (If Bid is by a corporation)

Telephone No.: _____

FAX No.: _____

Date: _____

License Number: _____

Proposed Sub-Contractors*:

<u>Name</u>	<u>Address</u>	<u>Type and Extent of Work</u>	DBE
_____	_____	_____	Yes / No
_____	_____	_____	Yes / No
_____	_____	_____	Yes / No
_____	_____	_____	Yes / No

*Sub-Contractor Notes – per SCDOT requirements:

- Both DBE and Non-DBE sub-contractors may be used and listed
- Good faith efforts must be made to “sub-out” 10% of contract with DBE’s. If No DBEs are used, provide documentation as prescribed in #15 of the INSTRUCTIONS TO BIDDERS.

Bid (continued)

- All listed sub-contractors (DBE or not) must be used and may only be replaced for non-performance issues per SCDOT guidelines.

Bidder acknowledges receipt of the following addenda:

No. _____

Date _____

The above unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, taxes, etc., to cover the finished work of the several kinds called for.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Bidder agrees that this bid shall be good, and may not be withdrawn, for a period of sixty (60) calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, the bidder will execute the formal contract attached within seven (7) days. The bid security attached in the sum of (5% of Bid Amount – based on the highest bid schedule) _____

_____ (\$ _____), is to become the property of the Owner in the event the contract is not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

CERTIFICATION OF NONSEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants, and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontract exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certification in his files.

NOTE: The penalty for making false statements in offers is prescribed in 18 II, S.C. 1001.

BY: _____

TITLE: _____

DATE: _____, 20_____

Official Address (including Zip Code).

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

Attached hereto is an affidavit in proof that the undersigned had not entered into a collusive agreement with any person in respect to this Bid or any other Bid or the submitting of Bids for the Contract for which this Bid is submitted.

State of _____

County of _____

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

(1) He is _____ of _____, the Bidder that has submitted the attached Bid:

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

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

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

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

Subscribed and sworn to before me
this _____ day of _____, 20____

(signed) _____

(Title)

_____ (Title)

My commission expires _____

(Seal)

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 execution of this agreement, the undersigned, who is an authorized representative of the PARTICIPANT certifies on behalf of the PARTICIPANT that the PARTICIPANT 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 PARTICIPANTS 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 abuse in the 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 engaged in the performance of the agreement 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 of this agreement, 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 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).

PARTICIPANT: _____
(Signature)

BID BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE, the undersigned,

_____, as Principal, and

_____, as Surety, are hereby held and firmly

bound unto _____, As Owner, in the penal sum

of _____ (\$_____).

for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed, this ___ day of _____, 20_____.

The condition of the above obligation is such that whereas the Principal has submitted

to _____ a certain Bid, attached hereto and hereby made a part

hereof into a contract in writing, for the_____

NOW, THEREFORE,

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

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

Bib Bond (continued)

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

_____(L.S.)
Principal

By: _____

(SEAL)

PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we _____

a _____ hereinafter called "Principal" and
_____ of _____,

State of _____, hereinafter called the "Surety", are held firmly

bound unto the _____ hereinafter called "Owner" in the

penal sum of _____ Dollars (\$ _____) in lawful money

of the United States, for the payment of which sum well and truly be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the construction of _____.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and which may be granted by the Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, and shall promptly make payment to all persons, firms, subcontractors, and corporation furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work, whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying

Performance and Payment Bond (continued)

the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts each one of which shall be deemed an original, this _____ day of _____, 20____.

ATTEST:

(Principal) Secretary
(SEAL)

Address

ATTEST:

(Surety) Secretary
(SEAL)

Witness

Address

Principal

By: _____ (S)

Address

Surety

By _____
Attorney-in-Fact

Address

NOTE: Date of Bond must not be prior to date of Contract.

- (1) Name of Contractor
- (2) Corporation, Partnership, Individual
- (3) Name of Surety
- (4) Name of Owner
- (5) If partnership, all partners should execute Bond.

(Attach Power of Attorney where applicable)

CONSTRUCTION CONTRACT

STATE OF SOUTH CAROLINA

CHESTERFIELD COUNTY

THIS CONTRACT made and entered into on the ___ day of _____, 20___, by and between _____, Party of the First Part, and CHESTERFIELD COUNTY, Party of the Second Part:

WITNESSETH:

That the Party of the First Part, for the consideration hereinafter fully set out, hereby agrees with the Party of the Second Part as follows:

That the Party of The First Part shall, at his own cost and expense furnish all materials and all equipment, and perform all the work necessary for the RE-SURFACING PACKAGE #1 IN CHESTERFIELD COUNTY, SOUTH CAROLINA according to the requirements of the Drawings, dated July 2023, the Specifications, and other documents, which are made a part hereof as is fully contained herein, to the full satisfaction of the Engineer and the Party of the Second Part.

That the Party of the First Part shall commence the work to be performed under this contract at a date provided for in the Bid and shall fully complete all work hereunder within 120 calendar days from said date, not including Sundays and Holidays. The Party of the First Part further agrees to pay as liquidated damages the sum of \$ 300.00 for each consecutive calendar day thereafter as provided in the General Specifications; General Conditions, Part I and Special Conditions.

The Party of the Second Part hereby agrees to make payment to the Party of the First Part for work faithfully performed under this Contract at the prices quoted in the BID amounting to the estimated sum of \$ _____, the said amount being subject to subtractions and/or additions as provided for in the Bid and Specifications.

The Party of the First Part shall submit pay requests to the Engineer no more than once per month. The Party of the Second Part shall make partial payment within sixty (60) days of receipt to the Party of the First Part on the basis of the pay request and the Engineer's duly approved estimate of work performed, less ten percent (10%) of such estimate, which will be retained until completion of the work and an acceptable stand of grass is established.

Within sixty (60) days after completion by the Party of the First Part of all work and delivery of all equipment covered by this Contract, and the acceptance of such work and equipment by the Party of the Second Part and the Engineer, and upon submission by the Party of the First Part of evidence satisfactory to the Party of the Second Part that all

payrolls, material bills and other liabilities incurred by the Party of the First Part in connection with the construction of the work have been paid in full, the balance due on this Contract will be paid the Party of the First Part.

The Party of the First Part hereby guarantees the work done and equipment furnished hereunder to be free from defects, for a period of one year from the date of acceptance thereof.

During the year of guarantee, the Party of the First Part shall correct any defects that may develop in work done or material and equipment furnished under this Contract, but he will not be responsible for injury thereto due to improper handling or maintenance. Should the Party of the First Part fail to correct defects in the work or equipment within a reasonable time after being notified of them, the Party of the Second Part may proceed to correct them and charge the cost against the Party of the First Part, who shall be liable therefore together with his bonding company.

IN WITNESS WHEREOF: The Parties hereto have executed this Contract on the day and date first above written, in two (2) counterparts, each of which shall, without proof of accounting for the other counterparts, be deemed an original Contract.

Signed and sealed in
the Presence of

Party of the First Part

By: _____

Title: _____

(Clerk)

(Seal)

CHESTERFIELD COUNTY
Party of the Second Part

By: _____

Title: Administrator

(Clerk)

(Seal)

**SECTION 1
SPECIAL PROVISIONS**

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1-01 Project Scope	
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1-01. PROJECT SCOPE: Work covered by the Contract Documents consists of Re-Surfacing roadway paving improvements as described in the “Invitation for Bids:” itemized in the “bid”, and as specified herein. All Bids shall include labor, materials, transportation, equipment, services, applicable taxes, and other items necessary for a complete and acceptable job in compliance with the Drawings and Specifications.

1-02. CONTRACT DOCUMENTS: Documents covering the work under this project consist of the following items:

A. Contract Documents: Dated July 2023 containing.

- 1) Invitation to Bid
- 2) Instructions to Bidders
- 3) Bid
- 4) Certification of Non-Segregated Facilities
- 5) Non-collusion Affidavit
- 6) Drug-Free Workplace Certification
- 7) Bid Bond
- 8) Performance and Payment Bond
- 9) Construction Contract
- 10) Special Conditions - Section 1
- 11) Crack Sealing, Shoulder and Driveway Specifications - Section 2
- 12) Asphalt Concrete and Pavement Marking Technical Specifications - Section 3
- 13) Standard General Conditions of the Construction Contract

B. Drawings: No. 1 through 5 (Project 21-04464-003) dated 7/7/2023.

C. All Documents are a part of this Contract, and the requirements of each part shall apply to the entire project as may be applicable.

1-03. COMPLETION TIME: Work on the project shall be commenced with adequate forces, within the time stipulated in the “Bid” and shall be fully completed within 75 Days which shall not include Sundays and holidays.

1-04. LIQUIDATED DAMAGES: Liquidated damages sustained by the Owner for the Project not being completed within the stipulated time shall be \$300.00 per day.

1-05. SPECIAL PROVISIONS: The following special provisions shall be a part of this Contract.

A. Any areas on or adjacent to the work site disturbed during the course of construction shall be restored to their present or better condition at the contractor's expense.

B. All chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymers, reactant or of other classification, must show approval of either EPA or USDA. Use of all such chemicals and disposal of residues shall be in conformance with instructions and specifications.

C. Safety and Health Regulations: The Contractor shall comply with the Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL 91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL 91-54).

D. Protection of Property: The operations of the Contractor shall be conducted with full consideration of all the proper and legal rights of the Owner, and of adjacent property owners and the public, and with the least possible amount of inconvenience to them. Contractor shall coordinate all construction activities and schedules with Owner. Construction shall not begin until the Contractor has verified property line locations.

E. Construction Staking: Contractor shall perform or provide all construction layout survey and grade staking. Alignments shall be staked at each station (a minimum of every 100') and marked in a manner where the station is readable while standing on the roadway centerline. Survey control points are in place and identified on the plans. Disturbed iron pins will be replaced by registered surveyors. Survey work shall not be paid for directly but shall be considered a part of various pay items of the contract.

F. Siltation and Erosion Control: Erosion of soil shall be minimized during construction. Any areas on or adjacent to the work site disturbed during construction operations shall be restored to present or better condition. Contractor shall employ SCDHEC Best Management Practices (BMP's) sufficient to prevent silt erosion into main drainage channels and storm drainage structures; follow an approved SCDHEC Stormwater Pollution Prevention Plan (SWPPP); and sign an SCDHEC Contractor Certification agreement if applicable. Any erosion damage to roadways, structures, property etc. will be repaired by the contractor at no cost to the owner.

G. Underground Utilities: Sewer and water mains/services, telephone lines, power lines, gas lines and cables may be encountered and should be anticipated along roadways and rights-of-ways. The Contractor shall contact representatives of all utilities to determine the exact locations of all existing facilities and underground utilities and shall make every effort to avoid damage to such. Any

utility lines and power poles, guys, etc., obstructing construction shall be protected from damage or moved by utility company, as necessary.

H. Codes and Standards: Wherever reference is made to codes, standard specifications, and regulations, on the Drawings or in these specifications, included but not limited to Federal Specifications, ASTM, ANSI specifications, various institute specifications, etc., it shall be understood that such reference is to the latest edition including addenda and revisions in effect on the date of these Contract Documents. Abbreviations of agencies, codes and standards in these specifications are as follows:

AASHTO	American Association of State Highway and Transportation Officials
AIA	American Institute of Architects
ANSI	American National Standards Institute
ASTM	American Society for Testing and Materials
EPA	Environmental Protection Agency
SCDOT	South Carolina Department of Transportation
SCDHEC	South Carolina Department of Health and Environmental Control
USACE	United States Army Corp of Engineers
USDA	United States Department of Agriculture
MUTCD	Manual on Uniform Traffic Control Devices

I. Construction Schedule: The Contractor shall submit to the Owner a construction schedule of proposed work sequence, target dates and activities, completely coordinated with the State Department of Transportation officials prior to submittal.

J. Construction Materials and Methods shall conform to the SCDOT Standard Specifications for Highway Construction (Std Specs), latest edition unless stated otherwise in the plans or in the technical special provisions.

K. Condition of Work Site During Construction: The work site shall be left in a safe condition and shall be free from trash on a daily basis. The contractor shall maintain the roadway and roadside to the owner's satisfaction for the entire duration of the project, including during stop work delays or delays due to weather, seasonal constraints, etc.

1-06 WORK ON HIGHWAY RIGHT-OF-WAY: The Contractor shall not begin work on any property of the State Department of Transportation until he has secured necessary permits. He shall conform to all requirements of the Highway Department, or its authorized representatives in the prosecution of this portion of the work. It shall be the responsibility of each Bidder to contact the local highway representative and to determine the requirements for the work to be done. Requirements shall include, but are not limited to the following:

A. Maintenance of Traffic: The Contractor shall erect adequate warning signs and where necessary, place flagmen with appropriate flags, to control traffic at

construction site. The Contractor and all subcontractors will provide adequate barricades to properly protect the work and to warn all pedestrians and drivers as to the construction. From sundown to sun-up, adequate lighting will be provided to mark all construction and hazards at night. Signs and flagman shall be placed at sufficient distances from the work site so that ample warning is given to approaching traffic. Cost of traffic control shall be included in Mobilization lump sum pay item.

B. Construction equipment such as loaders, tractors, cranes, and trucks shall be operated in a manner to provide a safe condition and usable area for two-way traffic.

1-07. SPECIAL ATTENTION FOR BIDDERS: Bidders are directed to pay special attention to the following:

A. Submittal of Bids:

- 1) Comply exactly with all requirements and especially:
 - (a) Show Contractor License number on outside of envelope.
 - (b) All bids are to be submitted on an extra copy of the Bid Form and signed by a responsible Agent of the Bidder.
 - (c) Show receipt of all Addenda.
 - (d) Include a 5% Certified Check or Bid Bond (based on highest bid schedule).

B. Taxes: It is to be noted that all applicable taxes are to be included in the Contract prices for all work and equipment.

C. Intent of Specifications: These Specifications specify and show materials deemed most suitable for the service anticipated. This is not done, however, to eliminate other products equally as good and efficient. The Contractor shall prepare his bid based on the particular materials specified. The awarding of the contract shall constitute a contractual obligation to furnish the specified materials or approved equal materials.

SECTION 2

SECTION 401: CLEAN AND SEAL CRACKS IN ASPHALT PAVEMENT:

Subsection 401.4.16, Surface Preparation and Leveling, of the Standard Specifications shall be amended to include the following:

Sealing Asphalt Pavement Cracks. Seal longitudinal and transverse asphalt pavement cracks with hot-poured rubber binder at locations as directed by the RCE. Clean all pavement cracks more than 3/8 inch using a hot compressed air lance and then seal them with hot-poured rubber binder.

Material: Conform hot-poured rubber binder to ASTM D 6690 Type I. Provide the RCE with a manufacturer's certification for each project. Ensure that the sealant is packaged in polyethylene bags and placed in boxes that have a uniform weight of approximately 35 lbs. each. For storage, place the boxes on pallets and protect them with a weatherproof covering.

Application: Do not apply the sealant when the surface temperature is below 32°F as measured using SC-T-84. Ensure that the sealant completes a watertight bond with a high degree of elasticity, with maximum flexibility and longevity under extreme temperature ranges. Use a hot compressed air lance at all times to blast out any vegetation, dirt, dampness, and loose materials from the cracks. Ensure that asphalt pavement cracks are forced open, cleaned, warm, and dry in preparation for the application of the pre-heated sealant.

Preheat the sealant to 370°F – 420°F using the oil or air jacketed flow method to prevent the burning of the modified rubber in the sealant. Perform the preheating by means of a trailer mounted kettle with a minimum capacity of 125 gallons. Ensure that the kettle is a safety-tested crack-sealant pre-heater melter, with a full-sweep paddle agitator.

Apply the sealant in the prepared cracks at 370°F – 420°F using a 2-inch pressure screed shoe to completely fill the crack. Followed the sealant application with a “V-shaped” binder squeegee leaving a sealed 2-inch over band. After the crack is sealed, promptly remove any surplus sealer remaining on the pavement. Do not permit excessive over banding or wasting of sealant. Ensure a minimum of 1/8-inch depth of sealant installed. Do not permit traffic over the sealed cracks without approval from the RCE.

Method of Measurement: The quantity to be measured for payment is the actual number of lane miles for which the asphalt pavement cracks have been satisfactorily sealed.

Basis of Payment: The quantity of sealing, measured as provided above, will be paid for at the contract unit price per lane mile for Clean and Seal Cracks in Asphalt Pavement. The price will be full compensation for all work performed to seal the pavement cracks including, but not limited to, furnishing, hauling, loading, and unloading, and storage of all sealant materials; cleaning and preparation of cracks to be sealed; application of

Special Provisions (continued)

sealant material in the prepared cracks; any clean up; and any incidentals necessary to satisfactorily complete the work.

Item No.	Description	Unit
4015111	CLEAN AND SEAL CRACKS IN ASPHALT PAVEMENT	LaMi

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.

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.

SECTION 401: MATERIAL FOR FULL DEPTH PATCHING:

“Use an approved SCDOT mix as described in the Supplemental Specification “Removal of Existing Asphalt Pavement before Patching” dated January 1, 2018

SECTION 401: REMOVAL OF EXISTING ASPHALT PAVEMENT BEFORE PATCHING:

Remove the pavement to the depth indicated in the Plans, ensuring that the face of the cut is straight and vertical, with the exception of tapers needed to get equipment in and out of the patched area. If unstable material is encountered, remove additional material as directed by the **RCE**. Backfill the volume of the material removed below the patch with material meeting the requirements of **Section 305**, Graded Aggregate Base, and thoroughly compact in layers not exceeding 4 inches with a vibratory compactor. Thoroughly tack the sides of the existing pavement before placing the asphalt patch material in the hole.

Place the patch material in relatively uniform layers not to exceed the number of lifts in the table below. Ensure that the patch material is selected from the table below. Compact each layer with a vibratory compactor and a pneumatic roller. Whenever practical, allow lifts to cool down prior to placing the next lift, especially when doing multiple patches in the same area. The 175° F requirement between lifts does not apply to FDP. Conduct the work so that patches are opened and filled each day, with the roadway being opened to traffic by the end of each day’s operation. Ensure that the finished patch is smooth riding by using a straight edge. Temperature and calendar restrictions found in **Section 401.4.4** do not apply, however no FDP will be permitted if the area is wet or frozen prior to removing the old pavement.

Special Provisions (continued)

Full Depth Patching Materials		
Depth of FDP	Select mixture type below based on Depth of FDP	
	Alternate Mixture Options	Typical Mixture
4" or Less	Surface Type B / C 2 Lifts	Intermediate C 2 Lifts
6"	Surface Type B / C 2 Lifts	Intermediate C 2 Lifts
8"	Intermediate B Special 2 lifts	Intermediate C 3 lifts
10"	Intermediate B Special 2 lifts	Intermediate C 3 lifts
12" or More	Consult with the State Pavement Design Engineer	

SECTION 403: PAVING OF DRIVEWAYS:

All hard-surfaced driveways that have been previously paved or surface treated and all earthen driveways that have been previously reworked by the Chesterfield County Transportation's Maintenance Forces shall be resurfaced or surfaced as part of this contract. Quantities for the resurfacing or surfacing of driveways are those necessary to pave to the ROW line.

Section 3

ASPHALT, HOT MIX ASPHALT SURFACE AND PAVEMENT MARKINGS

Index

- 3-01 General
- 3-02 Surface Course
- 3-03 Pavement Markings
- 3-04 Acceptance and Cleanup
- 3-05 Payment

3-01. GENERAL: The work under this Section consists of furnishing all materials, labor, equipment, and plant necessary to place and finish the hot-laid, asphalt concrete in accordance with these Specifications and as directed by the Engineer. All paved roadway construction shall be done in accordance with the applicable section of the SCDOT Std Specs, latest edition unless stated otherwise in the plans or these specifications.

3-02. SURFACE COURSE: This work shall consist of Asphalt Surface Course - Type C composed of mineral aggregate and asphalt cement, mixed in an approved plant, and constructed on a prepared surface in accordance with section 403 of the SCDOT Std Specs, unless stated otherwise in the plans or these specifications. Liquid anti-strip meeting requirements of SCDOT Std Specs section 401 may be used in lieu of hydrated lime. This work shall conform to the lines, grades dimensions, thickness and typical cross section shown on the plans or as otherwise specified by the Engineer.

3-03. PAVEMENT MARKINGS: Construction materials and methods shall conform to sections 625 through 631 of the SCDOT Std Specs, unless stated otherwise in the plans or these specifications.

A. Pavement Markings shall be the width and material specified in the plans and placed as shown in the plans, or as directed by the Engineer. Materials shall be on the latest applicable SCDOT Qualified Products List.

3-04. ACCEPTANCE AND CLEANUP: Only those materials and methods that have been demonstrated by Contractor tests or observations by Owner's representative to meet these Specifications will be acceptable to the Owner.

A. Quality Assurance: The Contractor shall perform appropriate asphalt tests, both at the plant and on-site to confirm compliance with specifications to the satisfaction of the Owner and SCDOT. The cost of testing shall be included in the unit

price for the applicable asphalt. THE CONTRACTOR SHALL PROVIDE ASPHALT WEIGHT TICKETS AND DOCUMENTATION OF ALL REQUIRED SCDOT ASPHALT TESTING (ROADWAY AND LABORATORY) BEFORE PAYMENT FOR THE ASPHALT IS RELEASED.

B. Correcting Deficient Work: The finished surface of the pavement shall be smooth and true to the established crown and grade. Any defective places shall be corrected. After completion of the final rolling the smoothness of the pavement shall be checked, any irregularities that exceed the specified tolerances shall be corrected by removing the defective work and replacing with new material, as directed by SCDOT or the Owner.

C. Final Cleanup: Cleanup during construction activities and upon completion of work at the site(s) shall meet approval of Engineer and Owner. All debris, waste, damaged and excess materials, tools, equipment, etc. shall be removed from the site and public right-of-way. Debris and waste materials shall be disposed of in an approved manner and location in accordance with regulations. The Contractor shall remove and properly dispose of all excess asphalt resulting from the construction of this project.

3-05. PAYMENT: The various items of asphalt concrete pavement work, base or sub-base, and pavement markings will be paid for at the respective contract prices which shall include all labor, material, equipment, plant, prime or tack coats, as appropriate and services required to complete work specified. No additional compensation will be considered, other than for the extension of unit price quantities beyond those in the Bid Schedule, or for work done under the Extra Work Clause of the Contract Documents. FUEL AND ASPHALT PRICE ADJUSTMENTS WILL BE MADE TO BASE AND ASPHALT QUANTITIES ONLY IN ACCORDANCE WITH SCDOT MONTHLY INDEXES.

A. Asphalt Concrete Surface Course - Type C will be paid for at the unit price per square yard which shall include asphalt cement in the paving mixture, all costs of manufacture, transportation, placement, compaction, protection, site cleanup, prime or tack coats, Milling of asphalt tie-ins to SCDOT roadways, as specified, in place and for all labor, equipment, tools, maintenance and incidentals necessary to complete the work. THE CONTRACTOR SHALL PROVIDE ASPHALT WEIGHT TICKETS AND DOCUMENTATION OF ALL REQUIRED SCDOT ASPHALT TESTING (ROADWAY AND LABORATORY) BEFORE PAYMENT IS RELEASED.

B. Pavement Markings will be paid for at the unit price per linear foot of solid lane line, extension line, and stop bar; the unit price per single pavement arrow or double pavement arrow, and per message; the unit price for each raised pavement marker (RPM); and shall include all labor, material, equipment, and all incidentals required to complete work as specified, in place.

APPENDIX