



**INVITATION FOR BIDS**  
and  
**Specifications and Contractual**  
**Requirements**  
For  
**Speed Humps for County Roads**  
**Horry County, South Carolina**

**IFB# 2022-23-011**

**Due: 2:00 p.m., September 30, 2022**

**The Following Applies to this solicitation:**

- Last Day for Questions: September 23, 2022 at 2:00 PM
- Required Bid Forms Packet must be submitted with responses to this IFB.

**DIVISION 0**  
**CONTRACT INFORMATION and DOCUMENTS**

## SECTION 0100- ADVERTISEMENT

### ***INVITATION FOR BID***

Horry County Government is requesting solicitation bids for **BID# 2022-23-011, Speed Humps for County Roads**. Bids will be submitted via Horry County's electronic bid software **no later than 2:00 p.m., local time, September 30, 2022**. No fax, email, telephone, hand delivered, or text bid submittals will be accepted.

The solicitation document (IFB) can be obtained from the County's electronic bid software by visiting <https://www.bidnetdirect.com/south-carolina/horrycounty>.

Local Vendor Preference is applicable to this sealed bid process.

Electronic bid submittals must include the bidder's current (active) State of SC General Contractor's License.

Your firm is required to provide bid security in the amount of five percent (5%) of the base bid (excluding alternates and/or optional bid items).

Contact Information for this Project:

**Donna Johnson Hiers**

**843-915-5380**

All questions shall be submitted in the Horry County's ebidding software.

## SECTION 0200-INSTRUCTION TO BIDDERS

### General

This solicitation will be conducted in accordance with Horry County Procurement Code and Regulation. This ordinance can be found in its entirety on the County's website at <https://www.horrycounty.org/Departments/Procurement>.

Horry County hereby notifies all those responding to this IFB that, in accordance with the provisions of the Civil Rights Act of 1964 (Chapter 21, Title 42, of the U.S. Code) and Regulations promulgated in connection therewith, that it will affirmatively ensure that any contract entered into pursuant to this IFB, disadvantaged business enterprises will be afforded full and fair opportunity to make submittals in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

### Funding

Goods and Services solicited in this IFB may be purchased with Grant and/or Federal Funds. In the event Federal Funding is available, Horry County requires compliance with all federal rules and regulations related to such funding.

### Submitting a Bid

All bids shall be submitted electronically via Horry County's ebidding software, <https://www.bidnetdirect.com/south-carolina/horrycounty>: **no later than the date and time specified on the cover page**. No e-mail, fax, hand-delivered, telephone, or text bid submittals will be accepted.

**Pricing must be provided as indicated in the electronic bid software. If there is no charge for a specific item listed, bidders must enter \$0.00. Leaving item pricing blank indicates a "No Bid" for the item.**

The bidder must include the required items listed in the [Required Bid Forms Packet](#) or their bid may be deemed non-responsive.

The County reserves the right to accept or reject any and all bids, in whole or in part, that are deemed to be in the best interest of the county at its sole discretion.

### Examination of Bid Document

Prior to submitting a bid, each bidder shall carefully examine the Bidding documents, study and thoroughly familiarize himself with the specifications/requirements thereof and notify Owner of all conflicts, errors or discrepancies.

By submission of a bid, the bidder guarantees that all goods and services meet the requirements of the solicitation.

Bid proposals may be rejected if any omissions, alteration of form additions not called for, or any irregularities of any kind are shown. **The bid shall remain firm for**

**no less than the specified number of calendar days from the date of bid submission as specified in the [Comments to the Project](#).** The bidder's name and solicitation number shall be included when specifications or descriptive papers are submitted with the invitation for bid (IFB).

Drawings/Maps will be obtained in the ebidding software unless otherwise specified.

The work under the resulting contract includes the furnishing of all labor, materials, equipment, and all items and services of every nature whether particularly mentioned or not that is required to complete the construction specified.

All work is to be done in accordance with drawings, specifications, and any permit conditions of federal, state, local, or any other agencies having jurisdiction.

### **Questions / Addendum**

**All questions must be submitted via Horry County's ebidding software prior to the last day for questions as specified on the cover sheet for this IFB. Each question should be submitted individually within the "Q&A" section of the electronic bid software.** All questions will be answered in the form of an addendum in the ebidding software. If it becomes necessary to revise any part of this IFB, an addendum will be published. All amendments issued by Horry County must be acknowledged by the bidder. It shall be the Bidder's responsibility to ensure he has all addenda which have been issued by visiting Horry County's ebidding software <https://www.bidnetdirect.com/south-carolina/horrycounty>

Potential and actual bidders are not permitted to contract Horry County employees outside of the Procurement Department during the procurement process. Potential and actual bidders are not permitted to contact any consultants contracted by the County to assist with efforts related, directly or indirectly, to the IFB process. Failure to comply with Horry County Procurement Regulation, Chapter 4, Contractor Requirements and Standards of Conduct for Horry County and Procurement Participants may result in the rejection of the bid and other penalties as applicable.

### **Mistakes in Bid**

Corrections and withdrawal of the submitted offer will be permitted within the ebidding software prior to Bid due date and time.

### **Bid Opening**

Unofficial Bid Results will be made publicly available in the County's ebidding software within an estimated time of 60 minutes after the established due date and time.

### **Licenses**

All BIDDERS must be properly licensed to do business in the State of South Carolina and must comply with the Code of Laws of South Carolina, including Section 40-11-200, when applicable. Your company does not need to be based in South Carolina, but must be licensed to do business in the state of SC and specifically Horry County,

if awarded a contract. Failure to comply with this requirement may result in the rejection of the bid as non-responsive.

### **Bidder's Representation**

By the act of submitting a bid for the proposed contract, the bidder represents that the bidder and all subcontractors the bidder intends to use have carefully and thoroughly reviewed the drawings, specifications and other construction contract documents and have found them complete and free from ambiguities and sufficient for the purpose intended. The bidder and all workmen, employees and subcontractors the bidder intends to use are skilled and experienced in the type of construction represented by the construction contract documents bid upon. Neither the bidder nor any of the bidder's employees, agents, intended suppliers or subcontractors have relied upon any verbal representations, allegedly authorized or unauthorized from the owner, or the owner's employees or agents including architects, engineers or consultants, in assembling the bid figure. The bid figure is based solely upon the construction contract documents and properly issued written addenda and not upon any other written representation.

### **Bid Bond**

Bid Bond is a guarantee that the successful bidder will enter into a contract with Horry County. The aforementioned guarantee, is to be retained by the Horry County as liquidated damages in the event the successful Bidder fails to enter into the contract as provided herein.

Each Bid must be accompanied by a Bid Bond made payable to Horry County in an amount of five percent (5%) of the Base Bid (excluding alternates and/or optional bid items). The Bid Bond Form and Powers of Attorney (POA) must be completed and submitted in Horry County's electronic bid software. Bid Bonds must be duly executed by the bidder as principle and issued by a surety authorized to conduct business in the State of South Carolina.

Any cost of the bonds should be included as the same as other necessary items not specifically quantified on the Bid Form.

### **Performance Bond**

Performance Bond is a guarantee that the successful completion of the contract will be done in a satisfactory manner to Horry County. The aforementioned guarantee is to be retained by Horry County, in addition to any liquidated damages, in the event the successful Bidder fails to complete the contract as provided herein.

A performance bond in the amount of 100% of the contract price shall be required. The performance bond shall be delivered by the contractor to the County at the same time the contract is executed. If a contractor fails to deliver the required performance bond, the contractor's bid proposal shall be rejected, its bid proposal security shall be enforced. The bond shall be issued from a surety approved to operate

in the State of South Carolina and shall have a "raised" seal. At no time during the contract will it be permissible for the performance bond to lapse.

### **Payment Bond**

Payment Bond is a guarantee that the successful bidder will pay their subcontractors and material suppliers for the contracted project. The aforementioned guarantee is to be retained by Horry County, in the event that the successful bidder fails to administer all payments to subcontractors and material suppliers used for the completion of contract as provided herein.

A payment bond in the amount of 100% of the contract price shall be required. The payment bond shall be delivered by the contractor to the County at the same time the contract is executed. If a contractor fails to deliver the required payment bond, the contractor's bid proposal shall be rejected, its proposal security shall be enforced. The bond shall be issued from a surety approved to operate in the State of South Carolina and shall have a "raised" seal. At no time during the contract will it be permissible for the payment bond to lapse.

### **Liquidated Damages**

Contractors shall complete 100% of the improvements within the number of calendar days specified within the [Comments to Project](#), (\$1,000.00 per day liquidated damages) from the date of the Notice to Proceed. If liquidated damages are not paid, the contractor agrees the County may deduct the amount of liquidated damages from any money due or that becomes due the contractor under this contract. All deductions from any money due to the contractor are considered to be liquidated damages and not a penalty.

Should the contractor fail to complete this contract and the work provided therein within the time fixed for such completion, the contractor shall become liable to the County for all loss and damage which the County may suffer on account thereof. It is agreed and understood that it will be difficult and impossible to ascertain and determine the actual damage which the County will sustain in the event of, and by reason of, such delay. It is therefore agreed that the contractor will pay to the County in liquidated damages of the dollar amount noted on the Comments to the Project of this document, per day for delays of completion by the contractor. If liquidated damages are not paid, the contractor agrees the County may deduct the amount of liquidated damages from any money due or that becomes due to the contractor under this contract. All deductions from any money due to the contractor are considered to be liquidated damages and not a penalty.

The contractor shall not be charged with resulting damage if:

- A. The delay in completion of the work arises from unforeseeable causes beyond the control and without the fault or negligence of the contractor, including, but not restricted to the act of God, acts of the public enemy, acts of the County, acts of another contractor in the performance of a contract

with the County, fires, floods, epidemics, strikes, freight embargoes, delays of subcontractors or suppliers arising from unforeseeable causes beyond their control; and

- B. The contractor, within ten (10) days from the beginning of such delay, unless the County grants a further period of time before the date of final payment under the Special Instructions notifies the County in writing of the causes(s) of delay. The County shall ascertain the facts and the extent of the delay and extend the time for completing the work when, in his judgement, the findings of facts justify such an extension, and his findings of fact shall be final and conclusive on the parties.

The remedies provided for under this provision shall not be construed to limit, waive or otherwise abrogate any other remedy that the County shall be entitled to under other terms and conditions of this Contract. Failure of the County to enforce the liquidated damages provision of the contract shall not constitute a waiver of the breach of the contract for failure to perform in a timely manner. Any extension of time will be in the form of a [Change Order](#) duly authorized and signed by the appropriate County official, prior to contract completion date.

### **Payment Terms**

Payment Terms are Net thirty (30) days upon receipt of correct invoice.

### **Unit Prices**

Unit prices are requested for items in the bid. Each bidder shall include its prorate share of overhead, and other items necessary for completion of the project, per plans and specifications, not specifically listed in the schedule of values, so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price bid represents the Total Bid. Any bid not conforming to this requirement may be rejected as non-responsive. Additional instruction for Unit prices is found within the [Comments to Project](#).

***If there is no charge for a specific item listed, bidders must enter \$0.00. Leaving item pricing blank indicates a "No Bid" for the item.***

### **Sales Tax**

**When applicable**, Horry County currently pays eight percent (8%) sales tax. The tax rate for the City of Myrtle Beach is nine percent (9%). The County is **NOT** sales tax exempt. ***Horry County is required to pay South Carolina Sales Tax. Sales Tax is expected to be include in the bidder's electronic bid submittal.***

### **Deviations**

Any deviations from the scope of work indicated herein must be submitted in writing and clearly noted and explained in detail on a separate form and attached to the submitted bid.



Otherwise it will be considered that items offered are in strict compliance with these specifications and successful bidder shall be held responsible thereto.

Written consent from the Director of Procurement must be submitted should any changes in specifications be made after the purchase order/contract has been awarded; otherwise, the responsibility for such changes shall be with the bidder. **Verbal information obtained otherwise will not be considered in awarding of bids.**

Horry County reserves the right to reject any or all bid proposals. It further reserves the right to waive technicalities and informalities in bids as well as to accept in whole or in part such bid or bids where it deems it advisable in protection of the best interest of the County of Horry, South Carolina. The County will be the sole judge as to whether bids submitted meet all requirements contained in this IFB.

### **Liability Coverage**

The successful bidder shall provide proof of all required insurance(s), including worker's compensation, automobile liability and general liability. Worker's compensation shall include a minimum limit of \$100,000 per accident and comprehensive general liability coverage shall provide minimum limits of liability of \$1,000,000 per occurrence Combined Single Limit for Bodily Injury and Property Damage. This shall include coverage for premises/operations, products/completed operations, contractual liability, independent contractors and vehicles used in premises/operations. Professional Liability insurance shall be provided with minimum liability limits of \$1,000,000 per occurrence (in addition to Commercial General Liability insurance) by professional services such as accountant, attorney, architect, design, engineering and most consultants that involve errors and omissions exposure protection. *Horry County shall be named as an additional insured on all liability policies and expressed on the Certificate of Liability Insurance.* Insurance shall indemnify County against any and all claims arising under or as a result of the performance of the contract resulting from this solicitation. The County must be provided written notice prior to cancellation, modification or reduction in limits of any stipulated insurance. It is the responsibility of the vendor/contractor to ensure all subcontractors comply with all insurance requirements of this solicitation and the resulting contract.

### **Contract Requirements Review Meeting(s)**

The apparent low bidder and major sub-contractors may be required to attend a Contract Requirements Review Meeting(s) with the Procurement Director, and the Owners Representative. The General Contractor's designated Project Manager, Superintendent and Estimator shall be required to attend this meeting(s). The Project Manager, Superintendent, and Estimator for all Sub-Contractors must attend. Additional review meetings including technical (field) representatives from the major suppliers may also be required. The Sub-Contractor's Project Superintendent shall lead that portion of the meeting that addresses their particular trade.

## **Non-Collusion**

By submitting a response, the party making the foregoing offer that such offer is genuine and not collusive or sham; that said Responder has not colluded, conspired, connived, or agreed, directly or indirectly with any responder or person, to put in a sham response, or that such other person shall refrain from offering and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person to fix the submittal of affiant or any other responder or to fix any overhead, profit or cost element of said Response or of that of any other responder or to secure any advantage against owner any person interested in the proposed contract; and that all statements in said Response are true; and further, that such responder has not, directly or indirectly submitted this Quotation Request, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

<http://www.horrycounty.org/portals/0/docs/procurement/CodeandReg.pdf>

**Disaster/Emergency Clause** It is anticipated that services in the resultant contract may be necessary for emergency protective measures, disaster response, and disaster recovery. By submitting a response to this solicitation, the Proposer shall comply with all applicable federal laws, regulations, executive orders, FEMA policies, procedures, and directives, including but not limited to Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards with the exception of Part (D) Davis Bacon Act. Invoices for services related to emergency protective measures, disaster response, and disaster recovery shall be separate from non-emergency/disaster service invoices.

## **Contract Award**

Award of contract will be made to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in this IFB. In determining the lowest responsive and responsible bidder, the County will consider/evaluate the bidder's past and current performance of other County contracts and the bidder's existing work load, to include quality of work and timely completion of the performance schedule. The bidder must include all of the required forms in the required bid forms packet, signed and filled out correctly or their proposal may be deemed non-responsive. The County reserves the right to accept or reject any and all bids, in whole or in part, that are deemed to be in the best interest of the County at its sole discretion. The successful bidder will agree to the provisions contained in the attached "Sample Contract" by executing a copy of that contract.

## **Term of Contract**

The term of this contract shall be the amount of time specified within the [Comments to Project](#). The effective date of the contract shall be the date of the County's signature. The successful bidder will execute and abide by the attached [Sample Contract](#).

## **Non Appropriation of Funds**

If (a) sufficient funds are not budgeted or appropriated and budgeted by Horry County Council in any fiscal period for payment of costs and fees and (b) Horry County has exhausted all funds legally available for such payment costs and fees due under this agreement or any renewal thereof, then Horry County will give awarded Provider reasonable written notice and this Agreement will terminate as of the last day of Horry County's fiscal period for which funds for payment are available. Such termination with notice is without any expense or penalty.

## **Local Vendor Preference**

[Local Vendor Preference](#) affidavit and required documentation MUST be submitted WITH a vendor's SEALED BID to be considered, per Horry County Council Resolution # 116- 13. Please see attached documentation.

## **Grievance / Bid Protest**

Any actual or prospective responder, bidder, offeror, or awardee of a contractor agreement who aggrieved in connection with the solicitation or award of a contract may protest to the County Administrator. The protest shall be submitted in writing within fourteen (14) days after such aggrieved person knows or should have known of the facts giving rise thereto provided that grievance has been made in accordance with solicitation requirements. Any grievance filed shall be made known prior to any bid opening in accordance with invitation to bids. *Please reference **Subchapter 15-3-Bid Protests** of the Horry County Code & Regulation by visiting:*

<http://www.horrycounty.org/portals/0/docs/procurement/CodeandReg.pdf>.

## **Contract Changes**

Contract terms and conditions shall not be changed unless by change order. Change must be deemed allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. Changes shall be agreed upon by both parties and recorded using the approved change order document. The change to method, price, or schedule of the work must be clearly identified for each specific change which may occur. Additional process information available within Horry County Procurement Regulation Subchapter 13-3: Post Award Issues.

This procurement (IFB) does not commit the County of Horry to award a contract, to pay any costs incurred in the preparation of the bid proposal, or to procure or contract for goods or services listed herein.

## **Freedom of Information Statement**

Procurement information shall be a public record to the extent required by Chapter 4 of Title 30, Code of Laws of South Carolina (1976, as amended) (The Freedom of Information Act), with the exception that commercial or financial information obtained in response to a "Invitation for Bids" which is privileged and confidential if so designated by the proposer shall be protected from disclosure. Such information must be clearly marked as "CONFIDENTIAL" by those submitting responses for each section of information so

affected. Privileged and confidential information is information in specific detail not customarily released to the general public, the release of which might cause harm to the competitive position of the party supplying the information.

#### **Title IV**

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

#### **Legal Statement**

Disclose any litigation within the last five (5) years in which a claim has been made against any team member (individual or company) asserting a cause of action other than Employment issues or Contracts not related to your professional work. Explain the issues in these cases (or the fact there are none) as part of your submittal.

Remainder of this page intentionally left blank.

## **ADDITIONAL INSTRUCTIONS TO BIDDERS**

### **PART I. SUMMARY**

#### **1.1 DOCUMENT INCLUDES:**

- A. Invitation
  - 1. Bid Submission
  - 2. Work Identified in the Contract Documents
  - 3. Contract Time/Penalty
- B. Bid Documents and Contract Documents
  - 1. Definitions
  - 2. Availability
  - 3. Examination
  - 4. Queries/Addenda
  - 5. Product/System Substitutions
- C. Site Assessment
  - 1. Site Examination
- D. Qualifications
  - 1. Evidence of Qualifications
  - 2. Subcontractors/Suppliers/Others
- E. Bid Submission
  - 1. Submission Procedure
  - 2. Bid Ineligibility
- F. Bid Enclosures/Requirements
  - 1. Bid Security
  - 2. Performance Assurance
  - 3. Bid Form Requirements
  - 4. Bid Form Signature
- G. Offer Acceptance/Rejection
  - 1. Duration of Offer
  - 2. Acceptance of Offer

#### **1.2 RELATED DOCUMENTS**

- A. [Document 0100](#) - Invitation for Bids
- B. [Document 0300](#) - Bid Form
- C. General and Supplementary Conditions

### **PART II. INVITATION**

## 2.1 BID SUBMISSION

- A. Bids submitted after the time and date set for the receipt will not be opened.
- B. Offers will be opened publicly immediately after the time for receipt of Bids.
- C. Amendments to the submitted offer will be permitted if received in writing prior to Bid opening and if endorsed by the same party or parties who signed and sealed the offer.

## 2.2 WORK IDENTIFIED IN THE CONTRACT

- A. The work under this contract includes the furnishing of all labor, materials, equipment, and all items and services of every nature whether particularly mentioned or not that is required to complete the construction specified on the plans.  
  
All work is to be done in accordance with drawings and specifications and any permit conditions of state, federal, local or any other agencies having jurisdiction.

## 2.3 CONTRACT TIME/LIQUIDATED DAMAGES

- A. Contractors shall complete 100% of the improvements within the time identified within the [Comments to Project](#). (\$1,000.00 per day liquidated damages) from the date of Notice to Proceed.

# PART III. BID DOCUMENTS AND CONTRACT DOCUMENTS

## 3.1 DEFINITIONS

- A. Bid Documents: Contract Documents supplemented with Bid Form and Supplements To Bid Forms and Bid Securities, identified herein.
- B. Contract Documents: Defined in General Conditions including issued Addenda.
- C. Bid, Offer or Bidding: Act of submitting an offer under seal.
- D. Bid Price: Monetary sum identified by the Bidder in the BidForm.
- E. Day: Unless otherwise specified herein, the term day shall refer to calendar day.

## 3.2 AVAILABILITY

- A. Document drawings will be obtained in the ebidding software unless otherwise specified.

### 3.3 EXAMINATION

- A. Bid Documents and plans may be viewed at the office of the County Engineer or the ebidding software.
- B. Upon receipt of Bid Documents verify that documents are complete. Notify Engineer should the documents be incomplete.
- C. Immediately notify the Engineer upon finding discrepancies or omission in the Bid documents.

### 3.4 QUERIES/ADDENDA

All questions shall be submitted in the Horry County's ebidding software no later than the date and time specified on the cover sheet.

- A. Addenda may be issued during the Bidding period. All Addenda become part of the Contract Documents. Include resultant cost adjustments in the Bid Price. **It shall be the Bidder's responsibility to ensure he has all addenda which have been issued by visiting the ebidding software.**
- B. Verbal instructions or comment are not binding on any party.
- C. Clarifications requested by Bidders must be submitted in the ebidding software no **later than the date and time specified on the cover sheet.**

### 3.5 PRODUCT/SYSTEM SUBSTITUTIONS

- A. Where the Bid Documents stipulate a particular product, substitutions will be considered unless otherwise stated by the Engineer/Owner fifteen (15) days after the date of agreement with no increase in price. Price decreases will be negotiated.
- B. In submission of substitutions to products specified if approved or noted above. Bidders shall include a Bid, any changes required in the Work to accommodate such substitutions. A later claim by the Bidder for an addition to the Contract Time or Contract Sum/Price because of changes in Work necessitated by use of substitutions shall not be approved.

## PART IV. SITE ASSESSMENT

### 4.1 SITE EXAMINATION

- A. The Bidder is responsible for visiting the project site before submitting a Bid in order to become familiar with site and soil conditions.

- B. The premises at the project site are open 24 hours a day for examination by Bidders.

## PART V. QUALIFICATIONS

### 5.1 EVIDENCE OF QUALIFICATIONS

- A. To demonstrate qualifications for performing the Work of this Contract, Bidders must be licensed to perform work in the State of South Carolina and as evidenced by their Contractors and Bidders license number appearing on bid documents.
- B. The successful Bidder must complete a minimum of 70% of the Work involved in the project construction. The remainder may be accomplished by sub-contractors which must be approved by the Owner and the Engineer in writing prior to the commencement of work.

### 5.2 SUBCONTRACTORS/SUPPLIERS/OTHERS

- A. The Owner reserves the right to reject a proposed Subcontractor for reasonable cause.
- B. Information on subcontractors shall be furnished by the Bidder to the Owner as requested.
- C. All Subcontractors must be approved in writing by the Owner prior to any Construction by the Subcontractor.
- D. All Subcontractors must provide a Non-collusion Affidavit and a certified Insurance Certificate.

## PART VI. BID SUBMISSION

### 6.1 SUBMISSION PROCEDURE

- A. Bidders shall be solely responsible for the delivery of their Bids in the manner and time prescribed.
- B. Improperly completed information and irregularities in bid bond may be cause to reject a bid.
- C. A summary of submitted Bids will be made available to all Bidders within five (5) working days following Bid opening.

### 6.2 BID INELIGIBILITY

- A. Bids that are incomplete, unsigned, improperly signed, conditional, illegible, obscure, contain arithmetical errors, erasures, alterations, or irregularities of



any kind may be cause for rejection of a bid.

## PART VII. BID ENCLOSURES/REQUIREMENTS

- A. Bids shall be accompanied by a security deposit and bid form as follows:
  - 1. Bid Bond in the amount of five (5%) percent of the bidder's total Bid Price. (Include Power of Attorney); or
  - 2. Other types of security may be allowed if pre-approved in writing by the Owner.
- B. Bids shall also be accompanied by proper Bid Form, Non-collusion Affidavit, and proof of insurance.
- C. Endorse the Bid Bond in the name of the Owner as obligee, signed and sealed by the Contractor as principal and the Surety.
- D. The security deposits will be returned as soon as practical.
- E. Include the cost of Bid security in the Bid Price.
- F. If no contract is awarded, all monetary security deposits will be returned.
- G. [Local Vendor Preference](#) - Local Vendor Preference does apply to this bid

### 7.1 PERFORMANCE ASSURANCE

- A. Contracted Bidder: Shall provide a Performance, Labor and Materials Bond (Payment Bond) as described in the IFB Documents, and General and Supplementary Conditions.
- B. Include the cost of all bonds in the Bid Price.

### 7.2 BID FORM REQUIREMENTS

- A. Complete all requested information in the [Required Bid Form Packet](#).

### 7.3 BID FORM SIGNATURE

- A. The Bid Form shall be signed by the Bidder, as follows:
  - 1. Sole Proprietorship: Signature of sole proprietor in the presence of a witness who will also sign. Insert the words "Sole Proprietor" under the signature. Affix seal.
  - 2. Partnership: Signature of all partners in the presence of a witness who

will also sign. Insert the word "Partner" under each signature. Affix seal to each signature.

3. Corporation: Signature of a duly authorized signing officer(s) in their normal signatures. Insert the officer's capacity in which the signing officer acts under each signature. Affix the corporate seal. If the Bid is signed by officials other than the President and Secretary of the company, or the President/Secretary/Treasurer of the company, a copy of the by-law resolution of the Board of Directors authorizing them to do so must also be submitted with the Bid Form.
4. Joint Venture: Each party of the joint venture shall execute the Bid Form under their respective seals in a manner appropriate to such party as described above, similar to the requirements of a Partnership.

## PART VIII. OFFER ACCEPTANCE/REJECTION

### 8.1 DURATION OF OFFER

- A. Bids shall remain open to acceptance and shall be irrevocable for a period of sixty (60) days after the Bid closing date.

### 8.2 ACCEPTANCE OF OFFER

- A. The apparent low bidder will be determined by the **Lowest Total Bid Price**. The award of the project will be based on the lowest Total Bid Price from a qualified responsive and responsible bidder and as per the local vendor preference procedures, as applicable.

**In determining the lowest responsive and responsible bidder, the County will consider/evaluate the bidder's past and current performance of other County contracts and the bidder's existing work load, to include quality of work and timely completion of the performance schedule.**

**The bidder must include the items in the [Required Bid Forms Packet](#) or their bid proposal may be deemed nonresponsive.**

- B. The Owner reserves the right to accept or reject any or all offers or to delete portions of this project from the contract.
- C. After acceptance by the Owner, the Owner will issue to the successful Bidder, a written notice of Award and an Agreement to be completed.

END OF SECTION

## **SECTION 0300 – REQUIRED BID FORMS**

**Separate downloadable file in BidNet**

See Required Bid Forms Packet pdf

## ***COMMENTS TO THE PROJECT***

Horry County intends to make the improvements on roadways located in Horry County. The Contractor is to include in his bid all work necessary to complete the listed items and other work reasonably intended and/or is shown on the plans.

The Contractor should consider the following information in making his bid:

1. Local Vendor Preference - Local Vendor Preference affidavit and required documentation **MUST** be submitted **WITH** a vendor's SEALED BID to be considered, per Horry County Council Resolution # 116-13. Please see attached documentation at the end of this section (Section 0300).
2. Directions to project: Speed Humps will be installed on various road located across Horry County (Some roads within a subdivision may require more than one speed hump).
3. Contractor shall complete 100% of the improvements within **three hundred sixty five (365) calendar days** from the date of the Notice to Proceed.
4. **Bid shall be good for 60 days.**
5. Contractor shall provide services to the county within fourteen (14) calendar days of receipt of a purchase order (excluding weather delays). Every day after the fourteenth (14) calendar day, the contractor will accrue \$150.00/day liquidated damages. Contractor shall be responsible for having work completed in a timely manner.
6. All sub-contractors must be approved in writing by the Owner and must provide a non-collusion affidavit and an insurance certificate prior to any construction.
7. Contractor's bid shall include all costs associated with hauling, delivery of materials, layout and placement of HMA to the latest SCDOT Standard and Supplemental Technical Specifications. This shall include all costs for providing all personnel and equipment to perform the appropriate operations. The Contractor shall setup and maintain traffic control, as required, at all times. This shall include any/all items necessary (signs, flags, barrels, cones, etc.) to provide proper flagging operations, temporary lane closures, permanent construction signs, etc. All permanent construction signs shall be new or like new signs, to be determined by the engineer, before placement and shall be properly installed and maintained according to SCDOT Standard Drawings Section 605-000.
8. **CONTRACTOR SHALL GIVE THE COUNTY 48 HOUR NOTICE BEFORE ANY AND ALL WORK IS TO BE PERFORMED UNLESS APPROVED BY THE COUNTY ENGINEER OR A DESIGNATED REPRESENTATIVE OF HORRY COUNTY.**
9. A one (1) year warranty is required on all materials and workmanship in this contract. The contractor's performance bond shall remain in place for the entire warranty period.

10. Payment will only be approved when the entirety of the work is completed on each road or project.
11. All Temporary Fast Dry Paint, Fast Dry Paint, Epoxy, and Thermo-Plastic pavement marking materials shall be on the SCDOT Qualified Products Listings for Construction and Maintenance Materials approval list and shall meet the SCDOT standard specifications. Any pavement marking material delivered by the Contractor that does not meet the above criteria may be rejected prior to placement. Any material placed that does not meet the above criteria may be required to be removed and replaced at the Contractor's expense.
12. Speed Hump markings and signage is to be included in the unit price for the speed hump. **Speed Hump markings and signage shall be installed the same day the speed hump is installed.** This shall include any/all items necessary for the installation of the speed hump markings and signage.
13. Contractor shall be responsible for traffic control during any construction activities. This shall include any/all items necessary (signs, flags, barrels, cones, etc.) to provide proper flagging operations, temporary lane closures, and etc. All signs shall be new or like new signs and shall be properly installed and maintained according to SCDOT Standard Drawings Section 610-000. (Traffic Control shall be figured into the unit prices listed in the bid schedule)
14. Access to adjacent properties shall be maintained to the maximum extent possible during construction. Short interruptions to access are permissible but shall not be allowed for more than 15 minutes.
15. Contractor shall remove any debris from the pavement by means of brooming/sweeping or blowing, etc. to obtain a good adhesive bond to the asphalt pavement as per SCDOT Specifications. Contractor shall include the cost of this work in the most closely related item in the bid schedule.
16. All work shall conform to SCDOT latest Specifications, Supplemental Specifications, and Supplemental Technical Specifications.
17. Contractor is responsible for locating existing utilities prior to the start of construction, repair of any damage to existing utilities or structures due to the construction process, including but not limited to buildings, landscaping, sidewalks, curbing, pavement, pipelines, etc. (These items are to be included in the closest related unit price listed in the bid schedule.)
18. The Contractor will be responsible for all property damage due to installation of speed humps. The Contractor shall resolve all complaints in a timely manner.
19. The County of Horry reserves the right to require complete removal and replacement of work in placed or retain any portion of payment, deemed appropriate by the County

Engineer, from payment to the contractor due to any product workmanship or deficiencies that do not meet the expectations of Horry County herein.

END OF SECTION

## **SECTION 0400 CONTRACT FORMS**

- ☐ **Notice of Award**
- ☐ **Contractor Agreement**
- ☐ **Performance Bond**
- ☐ **Legal/Litigation Statement Form**
- ☐ **Labor and Material Payment Bond**
- ☐ **Notice to Proceed**
- ☐ **Application For Payment**
- ☐ **Change Order**

## ***NOTICE OF AWARD***

**TO: Contractor**

1 one St.  
Town, SC 20000

**RE: Speed Humps for County Roads Project - IFB 2022-23-011**

The OWNER has considered the BID submitted by you for the above described WORK dated day of month 2020.

You are hereby notified that your BID has been accepted for the Total Bid Amount of  
\$ 000,000.00.

You are required by the Information for Bidders to execute the CONTRACT AGREEMENT and furnish the required CONTRACTOR'S PERFORMANCE BOND, PAYMENT BOND (Labor and Materials) and CERTIFICATES OF INSURANCE within TEN (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within TEN (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this day Day of, Month 2022.

HORRY COUNTY, OWNER

BY: \_\_\_\_\_

TITLE: Assistant County Administrator



STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF HORRY ) CONTRACTOR AGREEMENT

THIS AGREEMENT is made this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Horry County, a political subdivision of the State of South Carolina, whose Administrative Office is at 1301 Second Avenue, Conway, SC 29526 hereinafter called "OWNER" \_\_\_\_\_ a South Carolina Corporation, hereinafter called the "CONTRACTOR" (each a "Party" and collectively with OWNER the "Parties").

WITNESSETH, that the CONTRACTOR and the OWNER, for the consideration set forth below, hereby covenant and agree as follows:

Article 1. Scope of the Work.

The CONTRACTOR shall furnish all of the materials and perform all of the work (collectively the "Work") to complete **Description & Bid #** located at \_\_\_\_\_ ("Site") shown and described under Contract Documents below.

Article 2. The Contract Price.

OWNER shall pay CONTRACTOR a maximum contract price of \_\_\_\_\_ dollars and XX/100 (\$XXX,XXX.XX) for completion of the Work in accordance with the Contract Documents and as shown on the Bid Schedule, subject to additions and deductions pursuant to authorized change orders agreed to in writing by the Parties. Payments shall be made periodically as work progresses and is approved by OWNER as contemplated in Article 4 below.

Article 3. Time for Completion.

The Work to be performed under this Contract shall be commenced when OWNER issues a written notice to proceed with the Work ("Notice to Proceed") and shall be substantially completed within \_\_\_\_\_ days of the Notice to Proceed ("Time for Completion"). **Time is of the essence in performance of this agreement.** CONTRACTOR and OWNER recognize that time is of the essence and OWNER will suffer financial loss if the Work is not completed within the time specified with any extensions allowed by the Contract Documents. CONTRACTOR and OWNER also recognize the delays, expense, and difficulties in quantifying and proving in a legal proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (and not as penalty), CONTRACTOR shall pay OWNER \_\_\_\_\_ dollars and no/100 (\$XXX.xx) for each calendar day that expires after the completion date. CONTRACTOR also acknowledges that failing to complete the Work within the Time for Completion could result in a carry over into OWNER's next fiscal year thereby triggering Termination due to Non-Appropriation as contemplated by Article 10 herein.

Article 4. Progress Payments.

OWNER shall make progress payments on account of the Contract Price on the basis of the CONTRACTOR's application for payment in the manner and at such times as set forth in the General Conditions such amounts as required by the Contract Documents.

## Article 5. OWNER and CONTRACTOR's Representations.

In order to induce OWNER and CONTRACTOR to enter into this Agreement, CONTRACTOR and OWNER make the following representations:

1. OWNER has the lawful authority required under State law and County Ordinances to enter into and perform this Agreement.
2. OWNER shall not offer employment to any employee of CONTRACTOR for a period of two (2) years after the termination of this Agreement.
3. CONTRACTOR has all necessary licenses and consents required to enter into and fully perform the Work required by the Contract Documents and is in good standing in the State of South Carolina.
4. CONTRACTOR has examined and carefully studied the Contract Documents.
5. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
6. CONTRACTOR is familiar with and is satisfied as to all applicable, relevant and appropriate federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.
7. CONTRACTOR has considered the information known to CONTRACTOR; information commonly known to contractors doing business in Horry County, information and observations obtained from visits to the site, the Contract Documents, and any site related reports and drawings identified in the Contract Documents with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including any specific means, methods, techniques, sequences and procedures of construction expressly required by the Construction Documents; and (3) CONTRACTOR'S safety precautions and programs. Based on the information and observations, CONTRACTOR does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Time of Completion, and in accordance of other terms and conditions of the Contract Documents.
8. CONTRACTOR is aware of the general nature of any work that may be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents and does not require any additional information to ensure CONTRACTOR meets its obligations in the Contract Documents.
9. CONTRACTOR has given OWNER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by OWNER is acceptable to CONTRACTOR.
10. The Contract Documents are sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. CONTRACTOR shall properly withhold from all wages, commissions, salaries, and fees paid by CONTRACTOR to third parties or employees, agents, or sub-contractors of CONTRACTOR, all amounts

required by State or Federal law to be withheld for or on account of taxes, social security payments, or other withholdings mandated by law or regulation.

12. CONTRACTOR shall comply with all lawful demands made pursuant to the South Carolina Freedom of Information Act, S.C. Code § 30-4-10 et seq. or the Federal Freedom of Information Act, 5 U.S.C.S. § 552.
13. CONTRACTOR shall make no offer of employment to any County employee for a period of two (2) years after the termination of this Contract.

#### Article 6. Contract Documents.

The Contract Documents which comprise the entire Agreement between OWNER and CONTRACTOR consist of the following:

1. Section 00100 – Invitation to Bidders
2. Section 00200 – Instruction to Bidders
3. Section 00300 – Bid Forms (consisting of Non-collusion Affidavit of Prime Bidder, Bid Bond, Proposal of Contractor, Bid Schedule, and Comments to the Project)
4. Section 00400 – Contract Forms (consisting of Contract Agreement, Performance Bond, Payment Bond, Notice to Proceed, Application of Payment Form, and Change Order Form)
5. Section 00600 – Supplementary Conditions
6. Section 00700 General Construction Contract Terms and Conditions
7. Drawings prepared by \_\_\_\_\_
8. Specifications prepared or issued by Horry County Engineers Office consisting of Divisions \_\_\_\_ and Sections \_\_\_\_\_
9. 0 Addenda:  
No. \_\_\_\_\_, dated \_\_\_\_\_  
No. \_\_\_\_\_, dated \_\_\_\_\_

#### Article 7. Indemnification.

The CONTRACTOR will indemnify and hold harmless the OWNER and its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees arising out of or resulting from the performance of the Work provided that any such claims, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, injury to or destruction of tangible property, including the loss of use resulting therefrom, and is caused by any negligent or willful act or omission of the CONTRACTOR, and anyone directly or indirectly employed by it or anyone for whose acts any of them may be liable. In any and all claims against the OWNER or any of their agents or employees by an employee or subcontractor of the CONTRACTOR, and anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable., The obligation of the CONTRACTOR under this paragraph shall not extend to the liability of the OWNER or its agents or employees arising out of reports, surveys, change orders, designs, or specifications that are un-attributable to the CONTRACTOR.

#### Article 8. Insurance.

CONTRACTOR represents that it has purchased and agrees that it will keep in force, for the duration of the performance of the work, or for such longer term as may be required by this Agreement, in a company or companies lawfully authorized to do business in the State of South Carolina, such insurance as will protect general liability and the OWNER from claims for loss or injury which might arise out of, or result from, CONTRACTOR's operations under this project, whether such operations be by CONTRACTOR or by a

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subcontractor or its subcontractors. CONTRACTOR represents and agrees that such insurance is written for and shall be maintained in an amount not less than the limits of the liability specified in the Contract Documents or required by law, whichever coverage is greater. CONTRACTOR certifies that coverage written on a "claims made" form will be maintained without interruption from the commencement of work until the expiration of all applicable statutes of limitation.

CONTRACTOR shall have its insurer or agent file Certificates of Insurance, naming the OWNER as additional insured, in duplicate, prior to commencement of work, which shall contain a provision that coverages under the policies shall not be cancelled or allowed to expire or permit material changes until at least ten (10) days written notice of been given to additional insured.

#### Article 9. Independent Contractor Status

CONTRACTOR shall not, by entering into this Agreement, become a servant, agent, or employee of OWNER, but shall remain at all times an independent contractor to OWNER. This Agreement shall not be deemed to create any joint venture, partnership, or common enterprise between CONTRACTOR and OWNER, and the rights and obligations of the parties shall not be other than as expressly set forth herein.

#### Article 10. Termination for Non-Appropriation

Notwithstanding any other provision herein, the OWNER may terminate this Contract, in whole or in part, for non-appropriation of sufficient funds to complete or partially complete the Project in the following fiscal year after execution of this agreement, regardless of the source of such funds, and such termination shall be in accordance with the relative terms set forth in Article 11 below.

#### Article 11. Termination in General

1. If the termination is for the convenience of the OWNER, an equitable adjustment in the Contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services. The CONTRACTOR shall incur no further obligations in connection with the work so terminated, other than warranties and guarantees for completed work and installed equipment, and the CONTRACTOR shall stop work when such termination becomes effective. The CONTRACTOR shall also terminate outstanding orders and subcontracts for the affected work. The CONTRACTOR shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The OWNER may direct the CONTRACTOR to assign the CONTRACTOR 's right, title and interest under termination orders or subcontracts to the County or its designee. The CONTRACTOR shall transfer title and deliver to the County such completed or partially completed work and materials, equipment, parts, fixtures, information and Contract rights as the CONTRACTOR has in its possession or control. CONTRACTOR further agrees to provide or acquire, as may be necessary, any lien waivers or releases from CONTRACTOR or its subcontractors as may be required by OWNER.
2. If the termination is due to failure to fulfill the CONTRACTOR's obligations, the OWNER may take over the work and prosecute the same to completion by Contract or otherwise. In such case, the CONTRACTOR shall be liable to OWNER for any additional cost occasioned to the OWNER thereby. If, after notice of termination for failure to fulfill the Contract obligations, it is determined that the CONTRACTOR had not so failed, the termination shall be deemed to have been affected for the convenience of the OWNER. In such event, adjustment in the Contract price shall be made as provided in Subsection 11.2 above.
3. The rights and remedies of the OWNER provided in this Article are in addition to any other rights and remedies provide by law or under this Contract.

4. Notwithstanding any other provision contained herein, any violation or breach of terms of this Contract on the part of the CONTRACTOR or their subcontractors may result in the suspension or termination of this Contract or such other action that may be necessary to enforce the rights of the parties of this Contract. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.
5. In order to Terminate this Agreement under this Article XI, the terminating Party must deliver thirty (30) days written notice to the non-terminating Party specifying the reason and provision within this Agreement justifying such termination.

#### Article 12. Notice to Parties

All notices to each party to this Contract, except routine notices of performance of the Work during the Agreement term, shall be in writing, and sent as follows:

To OWNER:

Horry County

\_\_\_\_\_

Conway, SC 29526

(Tel: \_\_\_\_\_; fax: \_\_\_\_\_)

with a copy to:

Horry County Attorney

1301 Second Avenue

Conway, SC 29526

(Tel: 843-915-5270; fax: 843-915-6270)

To Provider:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Tel: \_\_\_\_\_; fax: \_\_\_\_\_)

#### Article 13. Assignment.

CONTRACTOR shall not assign, permit the assumption of or in any manner transfer any interest in this Agreement, or any part thereof, without the prior written consent of the OWNER. If CONTRACTOR assigns, permits the assumption of or in any manner attempts a transfer of its interest in this Agreement, OWNER, in its sole discretion, may declare this entire Agreement null and void.

#### Article 14. Jurisdiction and Venue.

CONTRACTOR agrees that jurisdiction over any dispute arising under or in relation to this Agreement shall be filed in the Court of Common Pleas in Conway, SC with South Carolina law governing without any reference to any conflict of laws provision and that any subcontract issued by CONTRACTOR shall contain this same provision.

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## Article 15. Compliance with EEOC and other State and Federal Laws.

CONTRACTOR shall comply with the provisions and affirmatively warrants that CONTRACTOR is currently in compliance with the following laws, and further warrants that during the term of this Contract, CONTRACTOR shall remain in compliance to the extent set forth within the respective statute or regulation:

Titles VI & VII of the Civil Rights Act of 1964;

Age Discrimination in Employment Act of 1967;

Title I of the Americans with Disabilities Act of 1990;

Equal Pay Act of 1963;

Fair Labor Standards Act of 1938;

Immigration Reform and Control Act of 1986;

South Carolina Payment of Wages Act, S.C. Code §§ 41-10-10 et seq.;

South Carolina Worker's Compensation Act, S.C. Code §§ 42-1-10 et seq.;

South Carolina Illegal Immigration Reform Act, including without limitation Chapters 14 & 29, Title 8, and Chapter 8, Title 41, S.C. Code of Laws; and

Part 681, Title 16 of the Code of Federal Regulations, Sections 114 and 315 of the Fair

and Accurate Credit Transactions Act (FACTA) of 2003; the South Carolina Act 90 of 2008; Financial and Identity Theft Protection Act; and the Horry County Privacy / Identity Theft Policy.

CONTRACTOR, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONTRACTOR shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by CONTRACTOR to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the County or aggrieved party deems appropriate.

## Article 16. Force Majeure and Impossibility of Performance.

Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy.

For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.

## Article 17. Severability.

If any term or condition of this contract or the application thereof to any Party or circumstances is held invalid, this invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this contract are agreed to be severable.

## Article 18. Merger, Waiver, and Amendment.

This Contract contains all the terms of all agreements, oral or written, between the parties, and is the only document containing all such terms. This Contract merges all prior contracts, agreements, and understandings between OWNER and CONTRACTOR concerning the Scope of Work described herein. The Scope of Work described in this Contract, and all other terms of this Contract, shall not be amended or varied except by a written instrument signed by a duly authorized signatory of OWNER and CONTRACTOR. Forbearance by OWNER

from enforcing the strict terms of this Contract shall not be a waiver of any other term of this Contract, nor shall such forbearance entitle CONTRACTOR to rely upon such forbearance in the event of another similar breach by CONTRACTOR of the terms of this Contract. Any variance to the terms of this Contract shall be attached as an Exhibit hereto, and shall have effect as from the effective date thereof as set forth on such Exhibit.

**IN WITNESS WHEREOF**, the parties have executed this Contract in three (3) originals, each of which shall be deemed to be an original on the Effective Date first above written

Signed in the present of:

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

**HORRY COUNTY**

\_\_\_\_\_

\_\_\_\_\_  
(Authorized Signature)

By:

By: \_\_\_\_\_

## PERFORMANCE BOND

Bond No. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS that [full name and address or legal title of Contractor] as Principal, hereinafter called Contractor, and [Bonding Company], a corporation duly organized under the laws of the County, as Surety, hereinafter called Surety, are held and firmly bound unto County as Obligee, in the amount of [a sum equal to at least one half of the Contract price] Dollars (\$\_ ), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated \_\_\_\_\_, 20\_ , entered into a contract with County for [Describe project and insert project number] in accordance with drawings and specifications prepared by [full name and address or legal title of Architect] which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract then this obligation shall be null and void; otherwise it shall remain in full force and effect. The Surety hereby waives notice of any alteration or extension of time made by the County and its obligation is not affected by any such alteration or extension provided the same is within the scope of the contract. Whenever Contractor shall be, and is declared by County to be in default under the Contract, the County having performed County obligations thereunder, the Surety may promptly remedy the default or shall promptly:

- 1) Complete the Contract in accordance with its terms and conditions; or
- 2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by the County and the Surety jointly of the lowest responsive, responsible bidder, arrange for a contract between such bidder and the County, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount properly paid by County to Contractor under the Contract and any amendments thereto, less the amount properly paid by County to Contractor. No right of action shall accrue on this bond to or for the use of any person or corporation other than the County or successors of the County.

Signed and sealed this \_day of \_\_\_\_\_, 20\_ .

\_\_\_\_\_  
(Principal) (Seal)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Title)  
(BONDING COMPANY)

\_\_\_\_\_  
(Witness)



## **LABOR AND MATERIAL PAYMENT BOND**

Bond No. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS that [full name and address or legal title of Contractor] as Principal, hereinafter called principal, and [Bonding Company], a corporation duly organized under the laws of the County, as Surety, hereinafter called Surety, are held and firmly bound unto the County as Obligee, hereinafter called County, for the use and benefit of claimants as herein below defined, in the amount of [a sum equal to at least on half of the Contract price] Dollars (\$ ) for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated \_\_\_\_\_, 20\_\_\_\_, entered into a contract with County for [Describe project and insert project number] in accordance with drawings and specifications prepared by [full name and address or legal title of Architect] which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS Obligation is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1) A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental of equipment directly applicable to the Contract.

2) The above-named Principal and Surety hereby jointly and severally agree with the County that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The County shall not be liable for the payment of any costs or expenses of any such suit.

3) No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the County, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be personally served or served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal at any place the Principal maintains an office or conducts its business.

b) After the expiration of one (1) year following the date on which the last of the labor was performed or material was supplied by the party bringing suit.

c) Other than in a court of competent jurisdiction for the county or district in which the construction contract was to be performed.

d) The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Principal) (Seal)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Title) (BONDING COMPANY)

\_\_\_\_\_  
(Witness)

By \_\_\_\_\_  
(Attorney-in-Fact)

# Required Form

## Legal / Litigation

### Statement Form

Disclose any litigation within the last five (5) years in which a claim has been made against any team member (individual or company) asserting a cause of action other than Employment issues or Contracts not related to your professional work. Explain the issues in these cases (or the fact there are none) as part of your submittal:

[illegible]

## NOTICE TO PROCEED

Date: month/day, 2022

To: **Contractor**  
One Road Conway SC, 29526

Project: **Speed Humps on County Roads Bid # 2022-23-011**

You are hereby notified to commence WORK in accordance with the Agreement dated month day year, on or before month day year, and you are to complete the WORK within **Number of Days** consecutive calendar days thereafter. The date of completion of all WORK is therefore month day year.

OWNER

By: \_\_\_\_\_

Title: Assist. County Administrator

**APPLICATION FOR PAYMENT NO.**

**TO:\_\_\_\_\_ (OWNER)**

**CONTRACT FOR:** \_\_\_\_\_ **PROJECT #:** \_\_\_\_\_

For work accomplished through the date of: \_\_\_\_\_

	Contractor's Schedule of Values			All Work Completed to Date	
ITEM	Unit Price	Quantity	Amount	Quantity	Amount
Total (Original Contract)					
Change Order #1					
Change Order #2					

Accompanying Documentation:	GROSS AMOUNT DUE	\$
	LESS % RETAINAGE	\$
	AMOUNT DUE TO DATE	\$
	LESS PREVIOUS PAYMENTS	\$
	AMOUNT DUE THIS APPLICATION	\$

**CONTRACTOR'S Certification:**

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment number 1 through \_\_\_\_\_ inclusive; and (2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all liens, claims, security interests and encumbrances (except such as covered by Bond acceptable to OWNER).

Dated: \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
CONTRACTOR

BY: \_\_\_\_\_

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated: \_\_\_\_\_, 20\_\_\_\_

ENGINEER

## CHANGE ORDER

No. \_\_\_\_\_

PROJECT:      DATE OF ISSUANCE:

OWNER:      Horry County  
              c/o Engineering Department  
              P.O. Box 1236  
              Conway, South Carolina 29528

OWNER'S PROJECT #:

CONTRACTOR:

ENGINEER:      Horry County Engineering

CONTRACT FOR:

ENGINEER'S PROJECT #:

You are directed to make the following changes in the Contract Documents. Description:

Purpose of Change Order:

Attachments (list documents supporting change):

<b>CHANGE IN CONTRACT PRICE:</b> Original Contract Price:  \$ _____  	<b>CHANGE IN CONTRACT TIME:</b> Original Contract Time  _____ days or date
Previous Change Orders No. _____ to No. _____  \$ _____  	Net change from previous Change Orders  _____ days
Contract Price prior to this Change Order  \$ _____  	Contract Time Prior to this Change Order  _____ days or date
Net increase (decrease) of this Change Order  \$ _____  	Net increase (decrease) of this Change Order  _____ days
Contract Price with all approved Change Orders  \$ _____  	Contract Time with all approved Change Orders  _____ days or date

RECOMMENDED by: \_\_\_\_\_ Engineer: \_\_\_\_\_ Owner: \_\_\_\_\_

APPROVED by: \_\_\_\_\_ Contractor: \_\_\_\_\_

## **SECTION 0600 SUPPLEMENTARY CONDITIONS**

- 1.1 **PROJECT DESCRIPTION:** Horry County intends to receive bids to make the site improvements at the location shown on the plans. Work includes installing asphalt speed humps, thermoplastic pavement markings, signage and other associated work.
- 1.2 **DEFINITIONS:**
- A. Owner - Horry County  
P.O. Box 1236  
Conway, South Carolina 29526
- 1.3 **PERFORMANCE & PAYMENT BOND:** Will be for 100 percent (100%) of the contract and shall be in force for a period of twelve (12) months from date of acceptance of the completed work by the Owner. The bond form in the contract documents will be used to execute the required bonds unless otherwise approved by the Engineer.
- 1.4 **PLANS & SPECIFICATIONS:** The Contractor will receive three (3) sets of plans and specifications to complete the work.
- 1.5 **CONSTRUCTION SURVEY / STAKING Stake Out:** Owner will locate survey control, reference points and limited construction staking. (Off-set staking to centerline at 100' intervals)  
It is the responsibility of the contractor to calculate and stake all grades and elevations deemed necessary to perform the work identified on the plans. The Contractor shall be totally responsible to construct the work in accordance with the plans and specifications. The Engineer's checking of grade and offset stake out shall in no way relieve the Contractor of this responsibility.
- 1.6 **SUPERINTENDENCE BY CONTRACTOR:** The Contractor shall provide a full time superintendent at the job site acceptable to the Engineer who shall have full authority to act for the Contractor. He shall be fully responsible to maintain the activities of any and all subcontractors on the job, and to respond to job instructions from the Owner.
- 1.7 **TRAFFIC CONTROL ON PUBLIC STREETS:** The Contractor shall provide adequate warning signs, and where necessary, flagman control traffic flows and movement at construction locations. Where public streets are affected, traffic will be maintained on such public streets at all construction locations and no public street or road shall be blocked completely at any time. The paved areas of all public roads and streets will be sufficiently cleared each night and during other non-working hours to assure safe, two-way traffic. Sufficient lights and after hours supervision will be maintained

to assure public safety and excavations in pavements are properly filled and surface smooth. Construction equipment such as excavation machines, loaders, tractors, trucks, pumps, etc., shall be removed from public traffic lanes and paved areas so as to provide a safe and usable area for public traffic.

- 1.8 BARRICADES AND LIGHTING: The Contractor will provide adequate barricades to properly protect the work and warn pedestrians and drivers as to areas of construction and hazards at night. The Owner and his construction observer/representative shall have the right to require such barricades and lighting as they feel is required if the contractor fails to provide same.
- 1.9 CONTRACTOR'S AND SUBCONTRACTOR'S PUBLIC LIABILITY, VEHICLE LIABILITY, AND PROPERTY DAMAGE INSURANCE.
- A. Bodily injury, other than automobile, in the amount of not less than \$1,000,000 for injuries, including wrongful death to any one person, and subject to the same limit for all persons.
  - B. Property damage insurance, other than automobile, in an amount not less than \$1,000,000 for damage on account of all accidents.
  - C. Automobiles, including bodily injury liability and automobile property damage of not less than \$1,000,000 for damages on account of all accidents.
  - D. The requirements of insurance shall in no way be construed of establishing or admitting any master-servant of agency relationship between Owner and contractor, which such relations are hereby acknowledged not to exist between parties. Additionally, Contractor shall maintain full coverage for Workman's Compensation Insurance, South Carolina state minimum of \$100,000.
  - E. Builder's Risk Insurance, if applicable, shall be in an amount equal to 100% of the projects completed value for the benefit of the Owner, the Contractor and the subcontractors as their interest may appear.
- 1.10 WORK SCHEDULE: The Contractor shall, upon notice of award, or as otherwise requested, furnish the Owner a job schedule showing the various components of work and the anticipated beginning and completion date for his particular phase of the project. Schedule shall be updated monthly. Pay request will not be processed without a current and correct schedule.
- 1.11 OTHER UTILITIES: Telephone lines, power lines and cables may be experienced and should be anticipated. 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. Exploratory hand excavation prior to



machine excavation should be done to avoid damage to existing facilities.

- 1.12 **STATE HIGHWAY ENCROACHMENT:** The Owner will obtain encroachment agreements for all work located in the state highway right-of-way, if required. All operations, trenching, pavement butting and repair will be coordinated with the appropriate public agency where such work affects public property. All requirements of these permits shall be performed by the contractor as though the permits were issued in the name of the contractor. A copy of the permit will be provided to the contractor upon request.
- 1.13 **AS BUILT DRAWINGS:** The Contractor shall keep a complete record of variations between contract drawings and specifications requirements and the actual project installation. One set of drawings shall be marked in red by the contractor showing such variations and delivered to the Owner upon completion of the project.
- 1.14 **REQUIRED RECORDS ON SALES AND USE TAX:** In order that the owner may substantiate a refund claim for sales and use taxes, the Contractors shall furnish certified statements in triplicate, setting forth the cost of building materials, supplies and fixtures, and equipment which becomes a part of, or are annexed to any building or structure being erected, altered, or repaired under contract, with the Owner and the amount of sales and/or use taxes paid thereon.
- 1.15 **SUBCONTRACTORS:** In the interest of assuring the most expeditious and properly controlled project, unless specifically approved in writing, it is a condition of this contract that the Prime Bidder must accomplish not less than 70% of the work to be done with his own forces. Not more than four subcontractors will be allowed to accomplish work on this project and they must work directly under the Prime Contractor's superintendent. This shall in no way prohibit the use of Rental equipment by the Prime Contractor's forces. All equipment and personnel shall be subject to approval of the Engineer. In determining the value of subcontracts, the value of materials and equipment installed by the subcontractor shall be included.
- 1.16 **AWARD OF CONTRACT:** Before awarding a contract the Owner may require the apparent low bidder to qualify himself to be a responsible bidder by furnishing any or all of the following documentary data:
  - A. A financial statement showing assets and liabilities of the company current to date within 30 days of the date of opening of bids or other information satisfactory to the Owner.
  - B. A listing of not less than three completed projects of similar scope and nature.
  - C. Permanent name and address of place of business.
  - D. The number of regular employees of the organization and length

of time the organization has been in business under the present name.

- E. The name and home office address of the Surety proposed and the name and address of the responsible local claim agent.
- F. The names of members of the firm who hold appropriate trade licenses, together with license numbers.

#### 1.17 PROJECT CLOSEOUT

- A. **Cleaning Up:** The Contractor shall at all times keep the premises free from accumulations of waste materials or rubbish from and about the project as well as all his tools, construction equipment, machinery and surplus materials. If the Contractor fails to clean up, the Owner may do so and the cost thereof shall be charged to the Contractor as provided in the General Conditions.
- B. **Project Record Documents:** The General Contractor shall maintain at the site for the Owner, one copy of all drawings, specifications, addenda, approved shop drawings, change orders and other modifications in good order and marked as "as built copy" to record all changes made during construction by all contractors. These shall be available to the Owner. The drawings marked to record all changes made during construction shall be delivered to the Owner upon completion of the work. This set of drawings, specifications, and addenda shall be furnished free to the Contractor for this purpose only. **Final payment will not be made to the Contractor until their "as built" portion is completed and delivered to the Engineer.**
- C. **Guarantee:** The Contractor guarantees that all work executed under the plans and specifications will be free from defects of materials and workmanship for a period of one (1) year from the date of final acceptance, two (2) years from final date of acceptance within state right-of-way, and that all defects occurring within that period shall be replaced at no cost to the Owner. Where guarantees or warranties are written in any section for a period of more than one year, such longer terms shall apply. The Contractor shall, in case of work performed by his subcontractors and where guarantees are required, be responsible for fulfilling all terms of the guarantee.
- D. **Certificate of Final Payment:** When construction work has been completed and accepted by the Owner, the Contractor must execute a certificate of final payment stating that he has fully paid for all work done in connection with the construction of said project and that the said contractor has fully paid any and all claims of all persons who have furnished to the Owner in

triplicate.

- 1.18 EXISTING CONDITIONS: The Contractor, in submitting a proposal and in signing this contract, acknowledges that he has thoroughly investigated the existing conditions and has examined the plans and specifications, understanding clearly their requirements and the requirements necessary to construct all to completion the improvements contracted for; that he is fully prepared to sustain all losses and damages incurred by the actions of elements; is prepared to provide all necessary tools, appliances, machinery, skilled and unskilled workmen; and all necessary materials to successfully complete the work.
- 1.19 OWNERS INSURANCE: Notwithstanding any other provision of the CONTRACT DOCUMENTS, Owner shall not be required to obtain insurance coverage other than what it maintains in its normal course of its business as of the date of this contract.
- 1.20 IDENTITY OF ENGINEER: whenever the General Conditions make reference to ENGINEER, such term shall be understood to mean the authorized representative of the Horry County Public Works Division, Office of the County Engineer.

END OF SECTION

## **SECTION 0700**

### **GENERAL CONSTRUCTION CONTRACT TERMS & CONDITIONS**

1.01 Refer to the following website to reference the contract terms and conditions:

<http://www.horrycounty.org/portals/0/docs/procurement/GenConstContractTerms.pdf>

END OF SECTION

**DIVISION 1**  
**GENERAL REQUIREMENTS**

## **SECTION 1000 – COORDINATION AND MEETINGS**

### **PART I GENERAL**

#### **1.1 SECTION INCLUDES**

- A. Coordination
- B. Field Engineering
- C. [Pre-construction Conference](#)

#### **1.2 COORDINATION**

- A. Coordinate scheduling, submittals, and Work of the various Sections and Specifications to assure efficient and orderly sequence of installation of interdependent construction elements.

#### **1.3 FIELD ENGINEERING**

- A. Owner will locate survey control, reference points and limited construction staking. (Off-set staking to centerline at 100' intervals)
- B. Contractor shall provide field engineering services. Establish elevations, lines, and levels, utilizing recognized engineering survey practices.

#### **1.4 PRE-CONSTRUCTION CONFERENCE**

- A. Engineer will schedule a conference after Notice of Award.
- B. Attendance Required: Owner, Engineer's Project Manager and Inspector, and Contractor.
- C. Agenda:
  - 1. Execution of Owner-Contractor Agreement.
  - 2. Submission of list of Subcontractors, list of Products, schedule of values and progress schedule.
  - 3. Designation of personnel representing the parties in Contract and the Engineer.
  - 4. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders and Contract close-out procedures.
  - 5. Scheduling.

**END OF SECTION**

## **SECTION 1050 – APPLICATIONS FOR PAYMENT**

### **PART I      GENERAL**

#### **1.1      SECTION INCLUDES**

- A.      Procedures for preparation and submittal of Applications for Payment.

#### **1.2      RELATED SECTIONS**

- A.      [Document 0400](#) - Contract Forms: Contract Agreement and Application for Payment Form.
- B.      [Document 0700](#) - General Construction Contract Terms & Conditions.
- C.      [Document 1060](#) - Change Order Procedures.
- D.      [Section 1700](#) - Contract Close-out: Final Payment.

#### **1.3      FORMAT**

- A.      Application For Payment Form: Use the one provided in the bid documents.

#### **1.4      PREPARATION OF APPLICATIONS**

- A.      Present required information in typewritten form.
- B.      Execute certification by signature of authorized officer.
- C.      Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of work performed and for stored Products.
- D.      List each authorized Change Order listing Change Order number and dollar amount as for an original item of Work. Include a copy of approved change order form.
- E.      Prepare Application for Final Payment as specified in [Section 1700](#).

#### **1.5      SUBMITTAL PROCEDURES**

- A.      Submit three copies of each Application for Payment.

## 1.6 SUBSTANTIATING DATA

- A. When Engineer requires substantiating information, submit data justifying dollar amounts in questions.
- B. Provide one copy of data with cover letter for each copy of submittal. Show Application number and date, and line item by number and description.

**END OF SECTION**



## ***SECTION 1060 – CHANGE ORDER PROCEDURES***

### **PART I      GENERAL**

#### **1.1      SECTION INCLUDES**

- A.      Submittals.
- B.      Documentation of change in contract Sum/Price and Contract Time.
- C.      Change procedures.
- D.      Construction Change Authorization.
- E.      Unit price change orders.
- F.      Execution of change orders.
- G.      Correlation of Contractor submittals.

#### **1.2      RELATED SECTIONS**

- A.      [Document 0400](#) - Contract Forms: Change Order Form.
- B.      [Document 0700](#) – General Construction Contract Terms and Conditions.
- C.      [Section 1050](#) - Applications for Payment: Payment applications.
- D.      [Section 1700](#) - Contract Close-out: Project record documents.

#### **1.3      SUBMITTALS**

- A.      Submit name of the individual authorized to receive change documents, and be responsible for informing others in Contractor's employ or Sub-contractors of changes to the Work.
- B.      Change Order Forms: Use the one provided in bid documents.

#### **1.4      DOCUMENTATION OF CHANGE IN CONTRACT SUM/PRICE AND CONTRACT TIME**

- A.      Maintain detailed records of work done on a time and material basis. Provide full information required for evaluation of proposed changes, and

to substantiate costs of changes in the Work.

- B. Document each quotation for a change in cost or time with sufficient data to allow evaluation of the quotation.
- C. On request, provide additional data to support computations:
  - 1. Quantities of products, labor, and equipment.
  - 2. Taxes, insurance and bonds.
  - 3. Overhead and profit.
  - 4. Justification for any change in Contract time.
  - 5. Credit for deletions from Contract, similarly documented.
- D. Support each claim for additional costs, and for work done on a time and material basis, with additional information:
  - 1. Origin and date of claim.
  - 2. Dates and times work was performed, and by whom.
  - 3. Time records and wage rates paid.
  - 4. Invoices and receipts for products, equipment, and subcontracts, similarly documented.

#### 1.5 CHANGES PROCEDURES

- A. The Engineer will advise of minor changes in the Work not involving an adjustment to Contract Sum/Price or Contract Time.
- B. The Engineer may issue a Notice of Change which includes a detailed description of a proposed change with supplementary or revised Drawings and specifications, a change in Contract Time for executing the change with a stipulation of any overtime work required and the period of time during which the requested price will be considered valid. Contractor will prepare and submit an estimate within 10 days.

#### 1.6 CONSTRUCTION CHANGE AUTHORIZATION

- A. Engineer may issue a directive, signed by the Owner, instructing the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
- B. The document will describe changes in the Work, and will designate method of determining any change in Contract Sum/Price or Contract Time.
- C. Promptly execute the change in Work.

#### 1.7 UNIT PRICE CHANGE ORDER

- A. For pre-determined unit prices and quantities, the Change Order will be

executed based on the fixed unit prices in the proposal.

- B. For unit costs or quantities of units of work which are not pre-determined, execute Work under a construction Change Authorization.

#### 1.8 EXECUTION OF CHANGE ORDERS

- A. Execution of Change Orders: Engineer will issue Change Orders: Engineer will issue Change Orders for signatures of parties as provided in the General Conditions of the Contract.

#### 1.9 CORRELATION OF CONTRACTOR SUBMITTALS

- A. Promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Sum/Price.
- B. Promptly revise progress schedules to reflect any change in Contract Time, revise sub-schedules to adjust time for other items of work affected by the change, and resubmit.
- C. Promptly enter changes in Project Record Documents.

END OF SECTION

## **SECTION 1300 – SUBMITTALS**

### **PART I      GENERAL**

#### **1.1      SECTION INCLUDES**

- A.      Submittal procedures
- B.      Proposed Products list
- C.      Product data.
- D.      Manufacturers' instructions.
- E.      Manufacturers' certificates.

#### **1.2      RELATED SECTIONS**

- A.      [Section 1700](#) - Contract Close-out: Contract warranty and manufacturer's certificates close-out submittals.

#### **1.3      SUBMITTAL PROCEDURES**

- A.      Transmit each submittal to the Engineer for approval.
- B.      Identify Project, Contractor, Subcontractor or supplier; pertinent Drawing sheet and detail number(s), and specification Section number, as appropriate.
- C.      Apply Contractor's stamp, signed or initialed certifying that review, verification of Products required, field dimensions, adjacent construction Work, and coordination of information, is in accordance with the requirements of the Work and Contract Documents.
- D.      Schedule submittals to expedite the Project, and deliver to Engineer. Coordinate submission of related items.
- E.      Identify variations from Contract Documents and Product or system limitations which may be detrimental to successful performance of the completed Work.
- F.      Provide space for Contractor and Engineer review stamps.
- G.      Revise and resubmit submittals as required, identify all changes

made since previous submittal.

- H. Distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report any inability to comply with provisions.

#### 1.4 PRODUCT DATA

- A. Submit the number of copies which the Contractor requires, plus two copies which will be retained by the Engineer.
- B. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information unique to this Project.
- C. After review, distribute in accordance with Article on Procedures above and provide copies for Record Documents described in [Section 1700](#) - Contract Close-out.

#### 1.5 MANUFACTURER'S INSTRUCTIONS

- A. When specified in individual specification Sections, submit manufacturers' certificate to Engineer for review, in quantities specified for Product Data.
- B. Indicate material or Product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- C. Certificates may be recent or previous test results on material or Product, but must be acceptable to Engineer.

END OF SECTION

## **SECTION 1400 – QUALITY CONTROL AND TESTING SERVICES**

### **PART I          GENERAL**

#### **1.1      SECTION INCLUDES**

- A.      Quality assurance and control of installation.
- B.      Selection and payment.
- C.      Laboratory responsibilities.
- D.      Laboratory reports.
- E.      Limits on testing laboratory authority.
- F.      Contractor responsibilities.
- G.      Schedule of inspections and tests.

#### **1.2      RELATED SECTIONS**

- A.      [Section 0600](#) - Supplementary Conditions: Material testing.
- B.      [Section 0700](#) – General Construction Contract Terms and Conditions.
- C.      [Section 1300](#) - Submittals: Manufacturer's certificate.
- D.      [Section 1700](#) - Contract Close-out: Project Record Documents.
- E.      Individual Specification Sections: Inspections and tests required, and standards for testing.

#### **1.3      REFERENCES**

- A.      ANSI/ASTM D3740 - Practice for evaluation of Agencies Engaged in Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction.
- B.      ANSI/ASTM E329 - Recommended Practice for Inspection and Testing Agencies for Concrete, Steel, and Bituminous Materials as Used in Construction.

#### 1.4 QUALITY ASSURANCE/CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, Products, services, site conditions and workmanship to produce Work of specified quality.
- B. Comply fully with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Engineer before proceeding.
- D. Comply with specified standards as a minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Perform work by persons qualified to produce workmanship or specified quality.
- F. Secure Products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion or disfigurement.

#### 1.5 SELECTION AND PAYMENT

- A. Owner will employ services of an independent testing laboratory to perform specified inspection and testing. Contractor shall pay the costs for the testing services for the areas that have to be retested due to the failure of the initial test.

#### 1.6 LABORATORY RESPONSIBILITIES

- A. Test samples of mixes submitted by Contractor.
- B. Provide qualified personnel at site. Cooperate with Engineer/Owner and Contractor in performance of services
- C. Perform specified inspection, sampling, and testing of Products in accordance with specified standards.
- D. Ascertain compliance of materials and mixes with requirements of Contract Documents.
- E. Promptly notify Engineer/Owner and Contractor of observed irregularities or non-conformance of Work or Products.
- F. Perform additional inspections and tests required by Engineer/Owner.

- G. Attend pre-construction conferences and progress meetings.

#### 1.7 LABORATORY REPORTS

- A. After each inspection and test, promptly submit two copies of laboratory report to Engineer/Owner, and to Contractor.
- B. Include:
  - 1. Date issued,
  - 2. Project title and number,
  - 3. Name of inspector,
  - 4. Date and time of sampling or inspection,
  - 5. Identification of product and Specifications section,
  - 6. Location in the Project,
  - 7. Type of inspection or test,
  - 8. Date of test,
  - 9. Results of test,
  - 10. Conformance with Contract Documents.
- C. When requested by Owner and Engineer, provide interpretation of test results.

#### 1.8 LIMITS ON TESTING LABORATORY AUTHORITY

- A. Laboratory may not release, revoke, alter, or enlarge on requirements of Contract Documents.
- B. Laboratory may not approve or accept any portion of the Work.
- C. Laboratory may not assume any duties of Contractor.

#### 1.9 CONTRACTOR RESPONSIBILITIES

- A. Deliver to laboratory at designated location, adequate samples of materials proposed to be used which require testing, along with proposed mix designs.
- B. Cooperate with laboratory personnel, and provide access to the Work.
- C. Provide incidental labor and facilities to provide access to Work to be tested, to obtain and handle samples at the site or at source of Products to be tested, to facilitate tests and inspections, storage and curing of test samples.



- D. Notify Owner and Engineer and laboratory 24 hours prior to expected time for operations requiring inspection and testing services.
- E. Arrange with laboratory and pay for additional samples and tests required by Contractor beyond specified requirements.

#### 1.10 SCHEDULE OF INSPECTIONS AND TESTS

- A. [Section 2200](#) - Backfilling: Requirements for sampling and testing backfilled materials and trenching.
- B. [Section 02400](#) - Hot laid asphaltic concrete pavement and base: field inspections and test of materials and compaction test.

#### PART II PRODUCTS

Not Used

#### PART III EXECUTION

Not Used

END OF SECTION

## **SECTION 1500 – CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS**

### **PART I        GENERAL**

#### **1.1        SECTION INCLUDES**

- A.      Temporary Controls: Barriers, enclosures and fencing, protection of the Work, and water control.
- B.      Construction Facilities: Parking, progress cleaning, and project signage.

#### **1.2        RELATED SECTIONS**

- A.      [Section 1550](#) - Traffic Regulation.
- B.      [Section 1700](#) - Contract Close-out: Final cleaning.

#### **1.3        BARRIERS**

- A.      Provide barriers to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from damage from construction operations.
- B.      Provide barricades and walkways required by governing authorities for public right-of-ways.
- C.      Provide protection from plant life designated to remain. Replace damaged plant life.
- D.      Protect non-owned vehicular traffic, stored materials, site and structures from damage.

#### **1.4        FENCING**

- A.      Construction: Contractor's option.

#### **1.5        WATER CONTROL**

- A.      Grade site to drain. Maintain excavations free of water. Provide, operate and maintain pumping equipment.
- B.      Protect site from puddling or running water. Provide water barriers as

required to protect site from soil erosion.

#### 1.6 PROTECTION OF INSTALLED WORK

- A. Protect installed Work and provide special protection where specified in individual specification Sections.
- B. Provide temporary and removable protection for installed Products. Control activity in immediate work area to minimize damage.

#### 1.7 SECURITY

- A. Provide security and facilities to protect Work, and existing facilities, and Owner's operations from unauthorized entry, vandalism, or theft.

#### 1.8 PROGRESS CLEANING

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.

### PART II PRODUCTS

Not Used

### PART III EXECUTION

Not Used

END OF SECTION

## ***SECTION 1550 – TRAFFIC REGULATION***

### **PART I        GENERAL**

#### **1.1        SECTION INCLUDES**

- A.        Flagmen.
- B.        Flares and Lights.
- C.        Traffic Signs and Signals.
- D.        Removal.

#### **1.2        RELATED SECTIONS**

- A.        [Section 1500](#) - Construction Facilities and Temporary Controls: Barriers.

#### **1.3        REFERENCES**

- A.        SCDOT Manual on Uniform Traffic Control Devices for Streets and Highways, 2009 Edition.

#### **1.4        SIGNS, SIGNALS, AND DEVICES**

- A.        Post Mounted and Wall Mounted Traffic Control and Informational Signs: As approved by SCDOT.
- B.        Automatic Traffic Control Signals: As approved by SCDOT.
- C.        Traffic Cones and Drums, Flares and Lights: As approved by SCDOT.
- D.        Flagman Equipment: As approved by SCDOT.

#### **1.5        FLAGMAN**

- A.        Provide trained and equipped flagmen to regulate traffic when construction operations or traffic encroach on public traffic lanes.

#### **1.6        FLARES AND LIGHTS**

- A.        Use flares and lights during hours of low visibility to delineate traffic lanes and to guide traffic.

## 1.7 TRAFFIC SIGNS AND SIGNALS

- A. At approaches to site and on site, install at crossroads, detours, parking areas, and elsewhere as needed to direct construction and affected public traffic.
- B. Install and operate automatic traffic control signals to direct and maintain orderly flow of traffic in areas under Contractor's control, and areas affected by Contractor's operations.
- C. Relocate as Work progresses, to maintain effective traffic control.
- D. Maintain signs and signals at all times.

## 1.8 REMOVAL

- A. Remove Equipment and devices when no longer required.
- B. Repair damage caused by installation.
- C. Remove post settings to a depth of 2 feet.

END OF SECTION

## ***SECTION 1600 – MATERIAL AND EQUIPMENT***

### **PART I      GENERAL**

#### **1.1      SECTION INCLUDES**

- A.      Products.
- B.      Transportation and handling.
- C.      Storage and protection.
- D.      Product options.
- E.      Substitutions.

#### **1.2      RELATED SECTIONS**

- A.      [Document 0100](#) - Instructions to Bidders: Product options and substitution procedures.
- B.      [Section 1400](#) - Quality Control and Testing Services monitoring.

#### **1.3      PRODUCTS**

- A.      Products: Means new material, machinery, components, equipment, fixtures, and systems forming the Work. Does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work. Products may also include existing materials or components required for reuse.
- B.      Do not use materials and equipment removed from existing premises, except as specifically permitted by the Contract Documents.
- C.      Provide interchangeable components of the same manufacturer, for similar components.

#### **1.4      TRANSPORTATION AND HANDLING**

- A.      Transport and handle Products in accordance with manufacturer's instructions
- B.      Promptly inspect shipments to assure that Products comply with requirements, quantities are correct, and Products are undamaged.
- C.      Provide equipment and personnel to handle Products by methods

to prevent soiling, disfigurement, or damage.

#### 1.5 STORAGE AND PROTECTION

- A. Store and protect Products in accordance with manufacturer's instructions, with seals and labels intact and legible. Store sensitive Products in weather-tight, climate controlled enclosures.
- B. For exterior storage of fabricated Products, place on sloped supports, above ground.
- C. Provide off-site storage and protection when site does not permit on-site storage or protection.
- D. Cover Products subject to deterioration with impervious sheeting covering. Provide ventilation to avoid condensation.
- E. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
- F. Provide equipment and personnel to store Products by methods to prevent soiling, disfigurement, or damage.
- G. Arrange storage of Products to permit access for inspection. Periodically inspect to assure Products are undamaged and are maintained under specified conditions.

#### 1.6 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Any Product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Products of manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

#### 1.7 SUBSTITUTIONS

- A. Engineer will consider requests for Substitutions only within 15 days after date of Owner-Contractor Agreement.
- B. Substitutions may be considered when a Product becomes unavailable through no fault of the Contractor.

- C. Document each request with complete data substantiating compliance of proposed Substitution with Contract Documents.
- D. A request constitutes a representation that the Contractor:
  - 1. Has investigated proposed Product and determined that it meets or exceeds the quality level of the specified Product.
  - 2. Will provide the same warranty for the Substitution as for the specified Product.
  - 3. Will coordinate installation and make changes to other Work to be complete with no additional cost to Owner.
  - 4. Waives claims for additional costs or time extension which may subsequently become apparent.
- E. Substitutions Submittal Procedure:
  - 1. Submit three copies of request for Substitution for consideration. Limit each request to one proposed Substitution.
  - 2. Submit shop drawings, Product data, and certified test results attesting to the proposed Product equivalence.
  - 3. The Engineer will notify Contractor, in writing, of decision to accept or reject request.

PART II PRODUCTS

Not Used

PART III EXECUTION

Not Used

END OF SECTION



## **SECTION 1700 – CONTRACT CLOSEOUT**

### **PART I      GENERAL**

#### **1.1      SECTION INCLUDES**

- A.      Close-out Procedures.
- B.      Final Cleaning.
- C.      Adjusting.
- D.      Project Record Documents.
- E.      Spare Parts and Maintenance Materials.

#### **1.2      CLOSEOUT PROCEDURES**

- A.      Submit written certification that Contract Documents have been reviewed, Work has been inspected and that Work is complete in accordance with Contract Documents and ready for Engineer's inspection.
- B.      Submit Final Application for Payment identifying total adjusted Contract Sum, previous payments and sum remaining due.

#### **1.3      FINAL CLEANING**

- A.      Execute final cleaning prior to final inspection.
- B.      Clean site; sweep paved areas, rake clean landscaped surfaces.
- C.      Remove waste and surplus materials, rubbish, and construction facilities from the site.

#### **1.4      ADJUSTING**

- A.      Adjust operating Products and equipment to ensure smooth and unhindered operation.

#### **1.5      PROJECT RECORD DOCUMENTS**

- A.      Maintain on site, one set of the following record documents; record actual revisions to the Work:
  - 1.      Contract Drawings.

2. Specifications.
  3. Addenda.
  4. Change Orders and other Modifications to the Contract.
  5. Reviewed shop drawings, product data and samples.
  6. Applications for payment.
- B. Store Record Documents separate from documents used for construction.
- C. Record information concurrent with construction progress.
- D. Record Documents and Shop Drawings: Legibly mark each item to record actual construction including:
1. Measured depths of foundations in relation to finish elevation.
  2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
  3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible feature of the Work.
  4. Field changes of dimension and detail.
  5. Details not on original Contract Drawings.
- E. Submit full set of above documents to Engineer with claim for final Application for Payment.

#### 1.6 SPARE PARTS AND MAINTENANCE MATERIALS

- A. Provide products, spare parts, maintenance and extra materials in quantities specified in individual specification Sections.
- B. Deliver to Project site and place in location as directed.

PART II      PRODUCTS  
Not Used

PART III     EXECUTION  
Not Used

END OF SECTION

**DIVISION 2**  
**SITE WORK**

## SECTION 2402

### SUPPLEMENTARY BID SCHEDULE ITEM SPECIFICATIONS

#### SUPPLEMENTARY BID SCHEDULE ITEM SPECIFICATIONS

**All work must meet, or exceed, SCDOT's minimum requirements and specifications**

1. **Speed Humps (Complete)** – SCDOT Type C surface asphalt shall be used for the installation of speed hump. Location of the speed hump will be designated by the county. Area is to be clean and free of debris. MS or RS tack will be applied to asphalt surface prior to placement of speed hump. Speed hump are parabolic, after compaction the minimum height in the middle of the speed hump shall be 3 ½" (+/- ¼"). The speed humps shall be the entire width of the roadway typically 22'. The length of the speed hump is 14'. The edges are to be beveled. See Detail.

**Signage** shall be installed during the installation of the speed hump. For multiple speed humps, signage at the first speed hump shall have a 24" x 24" "SPEED HUMPS" with an 18" x 18" "15 MPH" plaque on the approach and an object marker (See Detail) on the adjacent side. Intermediate speed humps shall have an object marker (See Detail) one each side of the speed hump. The last speed hump shall have a 24" x 24" "SPEED HUMPS" with an 18" x 18" "15 MPH" plaque on the approach and an object marker (See Detail) on the adjacent side. Roads with only one speed hump shall have a 24" x 24" "SPEED HUMPS" with an 18" x 18" "15 MPH" plaque on each approach of the speed hump.

**Speed Hump Thermoplastic Chevron Markings** - Heat in place thermoplastic chevrons shall be installed before leaving the job site.

## ***SECTION 02999- SCDOT SPEED HUMPS***

### **PART I      GENERAL**

#### **1.1      SECTION INCLUDES**

- A.      Speed Humps: Installation of asphalt speed humps, and required signs and pavement markings per the SCDOT standard drawing (included)

#### **1.2      RELATED SECTIONS**

- A.      Section 01550 - Traffic Regulation.
- B.      Section 02400 – Hot Laid Asphaltic Concrete Pavement
- C.      Section 02999 – SCDOT Speed Humps

#### **1.3      SPEED HUMPS**

- A.      Install asphalt speed humps at locations to be determined by engineer in accordance with the SCDOT standard drawing and these specifications.
- B.      Install all required pavement markings and signs in accordance with the SCDOT standard drawing and these specifications.

### **PART II      PRODUCTS - Not**

### **Used PART III      EXECUTION**

#### **3.1      INSTALLATION**

- A.      Install SCDOT Type C Surface Course HMA speed hump (with tack coat), properly rolled / compacted to the dimensions as shown in the following detail sheet at locations as determined by the engineer.
- B.      Speed humps shall extend the entire width of the roadway (EOP to EOP); this distance is typically 22’.
- C.      Install all required warning signs, posts, and temporary pavement markings as shown in the detail drawings before leaving the work site.
- D.      The W17-1 warning sign shall have the message “SPEED BUMP” or “SPEED BUMPS” as determined by the county engineer, and shall be black on yellow, 24” x 24”.
- E.      The 15 mph advisory speed plaque (W13-1) shall be black on yellow, 18” x 18”.
- F.      All signs shall have a minimum reflectivity classification of FHWA TYPE III (high-intensity).
- G.      Temporary pavement markings (white fast-dry paint) shall be placed immediately after the HMA speed hump is rolled/compacted to the finished size.
- H.      Apply heat-in-place preformed thermoplastic reflective (durable) pavement markings no later than seven (7) days after installation of the HMA speed hump and temporary pavement markings.
- I.      All temporary and durable pavement marking material shall meet SCDOT specifications and shall be installed with the layout and

dimensions as shown in **Option A** in the attached detail drawing.

- J. Contractor shall be responsible for all required clean-up and prep work necessary to satisfactorily install durable pavement markings

#### PART IV PAYMENT

##### 4.1 METHOD OF MEASUREMENT

- A. A “complete” installation includes the asphalt speed hump with the proper dimensions and compaction, and includes all required pavement markings and signs for each location.

##### 4.2 BASIS OF PAYMENT

- A. Payment for accepted work under this specification shall be made at the contract unit prices for **each** location with a “complete” installation (speed humps, signs, and pavement markings)

#### PART V STANDARD DRAWINGS

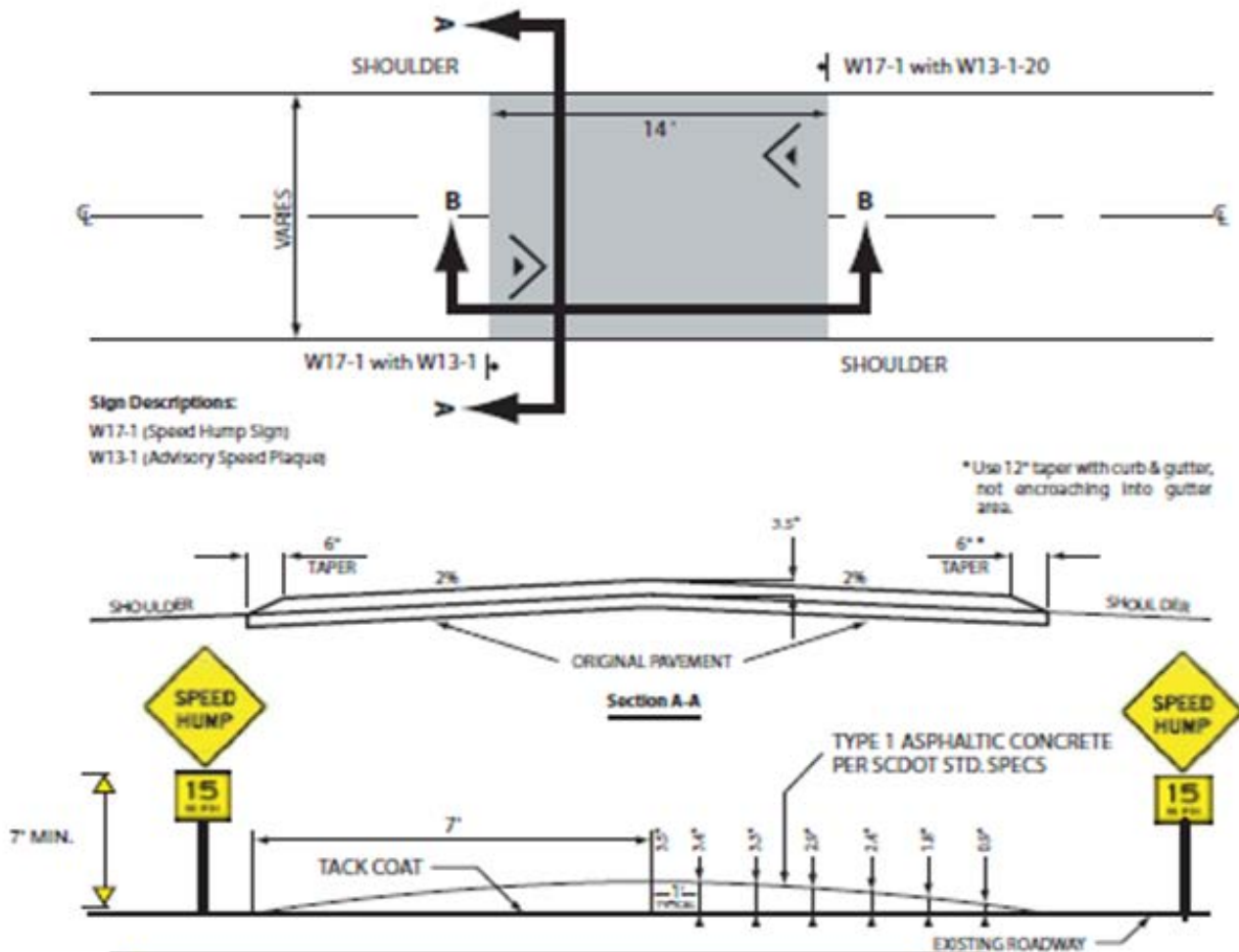
##### 5.1 STANDARD DETAIL DRAWINGS

- A. The standard detail drawings on the following two pages are being provided as part of this specification because they are not included in the construction drawings for this project:

AREA LEFT BLANK INTENTIONALLY

SECTION 02999 –CONTINUES ON THE NEXT PAGE (STANDARD  
DRAWINGS)

## Construction Detail Not to Scale



### NOTE:

1. 24X24 SPEED BUMP SIGN (W17-1) - TYPE III REFLECTIVITY
2. 18X18 15 MPH SIGN (W13-1) - TYPE III REFLECTIVITY
3. POST SHALL BE GALVANIZED SIGN POST
4. FOR CONSECUTIVE SPEED BUMPS ON A SINGLE ROAD; A SPEED BUMP SIGN SHALL BE PLACED AS SHOWN ABOVE FOR THE FIRST SPEED BUMP ENCOUNTERED IN EACH DIRECTION OF TRAVEL, AND AN OBJECT MARKER OM2-1V (OR APPROVED EQUIVALENT) SHALL BE PLACED IN LIEU OF SPEED BUMP SIGNS FOR ALL OTHER REMAINING SPEED BUMPS (ONE SIGN OR OBJECT MARKER SHALL FACE TRAFFIC AT EACH SPEED HUMP). ALL SPEED BUMPS AND SIGNAGE MUST BE APPROVED BY THE ENGINEERING DEPARTMENT.

OBJECT MARKER

SEE IMAGE

## PARABOLIC SPEED HUMP

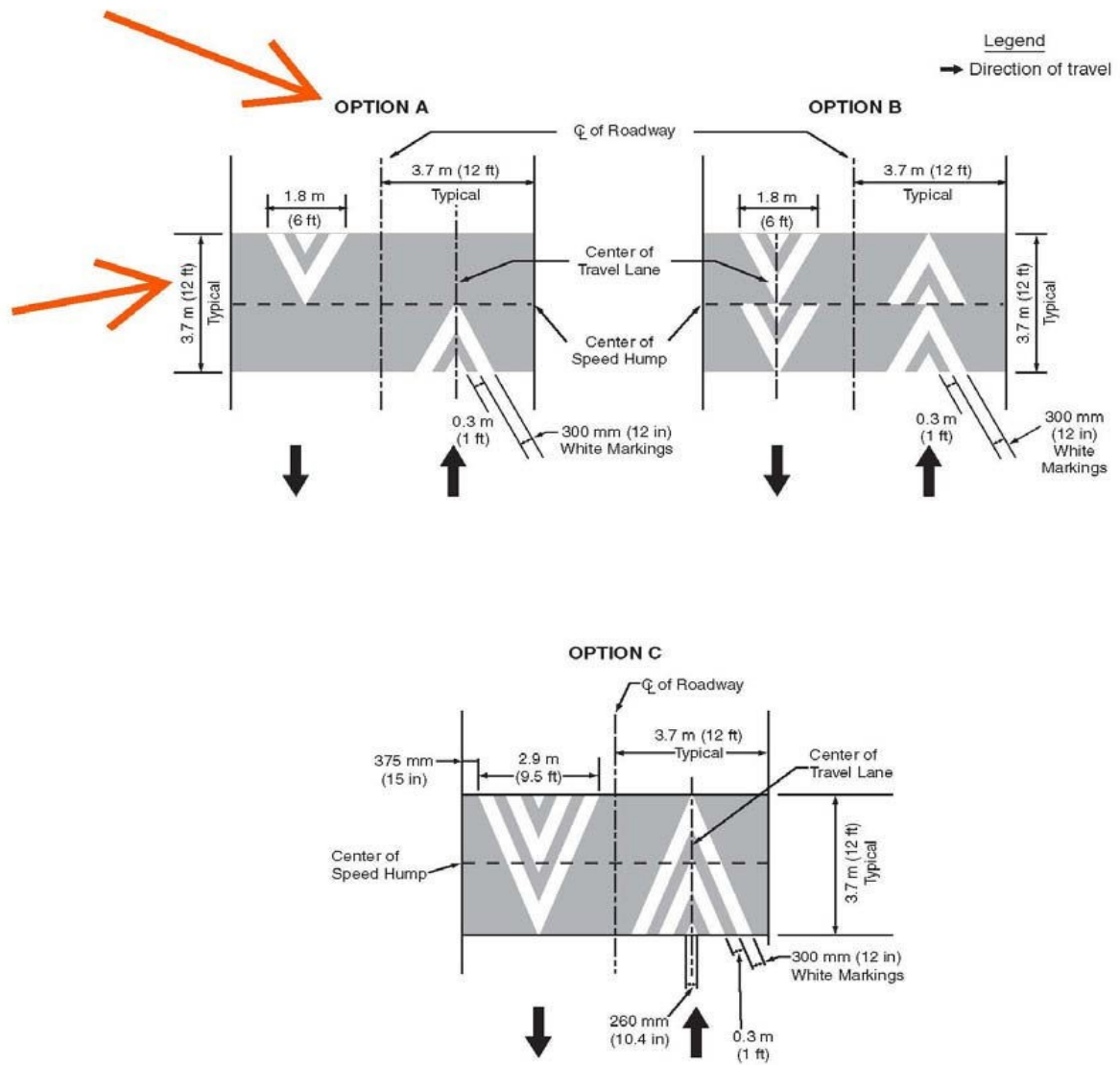
02999-3

## **36" Round Delineator with 18" Soil Anchor**





**Figure 3B-29. Examples of Pavement Markings for Speed Humps Without Crosswalks**



Sect. 3B.27

END OF SECTION

## ***SECTION 2400- HOT MIX ASPHALT PAVEMENT***

### **PART 1      GENERAL**

#### **1.01    SECTION INCLUDES**

- A.     Aggregate Base and Hot Mix Asphalt Pavement.
- B.     Sampling and Testing.

#### **1.02    RELATED SECTIONS**

- A.     Section 2100 – Excavation
- B.     Section 2200 – Backfilling
- C.     Section 2580 – Pavement Markings
- D.     Section 2401 – Specifications for Hot Mix Asphalt
- E.     Section 2402 – Supplementary Bid Schedule Item Specifications

#### **1.03    REFERENCES**

- A.     SCDOT SS - South Carolina State Highway Department Standard Specifications, 2007 Edition.
- B.     Federal Highway Administration Manual on Uniform Traffic Control Devices.
- C.     ASTM D 1188 - Bulk Specific Gravity and Density of Compacted Bituminous Mixtures Using Paraffin-Coated Specimens
- D.     SCDOT Supplemental Technical Specifications for Hot Mix Asphalt (HMA) - (lasted edition of supplemental specification at the time of contract bid date)
- E.     ASTM D 2726 - Bulk Specific Gravity of Compacted Surface-Dry Specimens

#### **1.04    QUALITY ASSURANCE**

- A.     Except as specified herein or as indicated, work and materials shall be in accordance with the SCDOT SS and SCDOT Supplemental Technical Specifications for Hot Mix Asphalt (HMA). The provisions therein for method of measurement and payment do not apply.
- B.     Obtain materials from same source throughout.
- C.     Coordinate with testing laboratory to provide testing as specified in Section 01400 - Testing Laboratory Services.

## 1.05 ENVIRONMENTAL REQUIREMENTS

A.Do not produce or place asphaltic concrete when the weather is rainy or foggy, when the base course is frozen or has excess moisture, or when the ambient temperature is less than 40 degrees F in the shade away from artificial heat.

## 1.06 SUBMITTALS

A.Job-Mix Formula: Submit the mix design, including mixing temperature, for approval. The mix design shall include a certified laboratory analysis of mix composition with void content and flow. After mix design approval, job mixes shall conform to the range of tolerances specified in SCDOT SS. Obtain acknowledgment of receipt prior to asphaltic concrete placement. Submit additional data regarding materials if the source of the materials changes.

## 1.07 BARRICADES AND SIGNALS

A.Provide and maintain temporary signs, signals, lighting devices, markings, barricades, and channelizing and hand signaling devices in accordance with the Manual on Uniform Traffic Control Devices to protect personnel and new construction from damage by equipment and vehicles until the surface is approved by the Engineer.

## 1.08 WARRANTY

A.Contractors shall provide an unconditional maintenance free warranty in writing for all asphaltic concrete paving against defects in workmanship and materials for a period of one (1) year. The warranty period shall begin on the date of the final approval. The warranty shall be executed by the paving subcontractor and cosigned by the General Contractor.

B.Condition at Expiration of Warranty Period: At his own expense and just before expiration of the one (1) year warranty period, the Contractor shall make such repairs as may be necessary to produce a pavement which shall:

1. Have a contour substantially conforming to that of the pavement indicated on the drawings, and free from depressions of any kind exceeding 1/8" deep as measured between any points 4 feet apart on a line conforming substantially to the original contour of the paved area.
2. Be free from cracks or depressions showing disintegration of the surface mixture.
3. Contain no disintegrated surface mixture.
4. Not have been reduced more than 3/8" in thickness in any part.
5. Have a base free from cracks or defects which will cause its disintegration or settling of the pavement.

## PART 2 PRODUCTS

### 2.01 MATERIALS

- A. HMA Intermediate Course: SCDOT SS, Section 402, Type C for material and mix.
- B. HMA Surface Course: SCDOT SS, Section 403, Type C for material and mix.
- C. Base Course: SCDOT SS, Section 305.
- D. Tack Coat: SCDOT SS, Section 401.2.1 Binder and Additives – Emulsified asphalt, Type SS-1

### 2.02 MIX PLANT

- A. SCDOT SS, Section 401, Type 1.

## PART 3 EXECUTION

### 3.01 INSTALLATION AND APPLICATION

#### A. Tack Coat:

1. Apply to contact surfaces of previously constructed asphaltic concrete course and surfaces abutting or projecting into asphalt concrete pavement.
2. Apply tack coat in accordance with SCDOT's Standard Specifications.
3. Allow tack to "break" before placement of HMA.

### 3.02 PLACING HOT MIX ASPHALT CONCRETE PAVEMENT

- A. Placing Temperature – The mixture shall be delivered to the spreader at a temperature between 275 degrees and 325 degrees F and within 20 degrees F. of the temperatures set at the plant for the approved mix design. Mixtures which have a lower temperature shall be rejected.
- B. Joints - Where new pavement abuts existing pavement, cut existing surface course along straight lines approximately 6 inches from edge. Cuts shall be vertical and extend full depth of surface course. Prior to HMA placement, apply asphalt cement to exposed edges of cold joints.
- C. Spreading and Finishing Equipment - Spread the HMA to a uniform density and produce a smooth finish, true to cross section and free from irregularities. Provide adjustable screeds to shape the surface to true cross section.
- D. HMA Placement - As continuous as possible. Place in maximum 2-inch lifts. Avoid passing rollers over unprotected edges of asphalt prior to asphalt cooling. If rollers pass over unprotected edges of asphalt prior to cooling, cut asphalt back to expose full depth of asphalt. Immediately prior to resumption of HMA placement, coat exposed edges of asphalt with asphalt cement. When HMA placement resumes, rake the hot asphalt against asphalt cement and compact.

- E. Feathered edges - Accomplish featheredging by raking out the larger aggregate as necessary and sloping the pavement uniformly throughout the feathered edge to create a smooth transition. Unless indicated otherwise, feathered edge transition shall be 10 feet.
- F. Compaction - SCDOT SS for equipment and compaction procedures, modified to compact asphalt to 96 percent of maximum laboratory density. Finished surfaces shall be uniform in texture and appearance and free of cracks and creases.
- G. Protection - No vehicular traffic shall be allowed on pavement for a minimum of 6 hours after final rolling, or until asphalt has cured, whichever is longer.

### 3.06 TOLERANCES OF PAVEMENT

A. Flatness: Maximum variation of 1/4 inch measured with a 10 foot straight edge.

B. Compacted Scheduled Thickness: Shall be no less than 90% of the minimum required depth.

C. Any deficiencies in the pavement shall be removed and replaced in a curb and gutter section, or overlaid if no curbing is present. Paving “birdbaths” will not be allowed.

### 3.07 FIELD QUALITY CONTROL

A. Sampling: Provide new materials where samples are taken. Take the number and size of samples required to perform the following tests.

#### 1. HMA Sampling

- a. Job Mix: Take one initial sample and one sample for every 400 tons or fraction thereof.
- b. Thickness: Take one sample for every 500 square yards or fraction thereof.
- c. Density: One field test for every 1000 square yards or fraction thereof, and one laboratory test for the project. Provide minimum 6-inch diameter cores.

#### 2. Base Course Sampling

- a. Thickness: Take one sample for every 500 square yards or fraction thereof.
- b. Density: One field test for every 1000 square yards or fraction thereof, and one laboratory test for the project.

B. Testing: Provide for each sample.

#### 1. HMA Testing

- a. Job Mix: Determine gradation and bitumen content.

- b. Thickness: Maximum allowable deficiency shall be 1/4 inch less than the indicated thickness.
- c. Density, In Place: ASTM D 2922 and ASTM D 3017; cored sample ASTM D 1188 or ASTM D 2726.

2. Base Course Testing

- a. Thickness: Maximum allowable deficiency shall be 1/2 inch less than the indicated thickness.
- b. Density: ASTM D 1556 or ASTM D 2922 and ASTM D 3017

END OF SECTION

## ***SECTION 2580- PAVEMENT MARKINGS***

### **PART 1 GENERAL**

#### **1.01 SECTION INCLUDES**

- A. Thermoplastic pavement markings.
- B. Latex pavement markings

#### **1.02 RELATED SECTIONS**

- A. Section 2400 – Asphaltic Concrete Pavement

#### **1.03 REFERENCES**

- A. SCDOT Standard Specifications, 2007 Edition
  - Section 627 – Thermoplastic Pavement Markings
  - Section 609 – Temporary Pavement Markings
  - Section 625 – Permanent Pavement Markings Fast Dry Waterborne Paint
- B. Federal Highway Administration Manual on Uniform Traffic Control Devices

### **PART 2 PRODUCTS**

#### **2.01 MATERIALS**

- A. Use only thermoplastic markings which are of the hot, machine applied type. Use Alkyd/Maleic thermoplastic that is on the approved product list of SCDOT.
- B. Ensure that the temporary paint complies with the Specifications that apply to permanent paint in Subsection 625.2.

### **PART 3 EXECUTION**

#### **3.01 PREPARATION**

- A. Sweep and clean surface to eliminate loose material and dust.

#### **3.02 APPLICATION**

- A. Apply the thermoplastic at the manufacture's recommended rate to achieve 90 mils for edge lines and centerlines. Apply the temporary paint at the manufacture's recommended rate to achieve 15 mils wet.
- B. Do not apply pavement marking materials over longitudinal joints.

C. Apply thermoplastic and temporary paint with mechanical equipment to produce uniform straight edges.

D. Protect the thermoplastic and temporary paint from traffic until tack free.

END OF SECTION