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## **BOND REQUIREMENTS**

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

### **OTHER ACCEPTABLE METHODS:**

1. **CERTIFIED CHECKS:** If a certified check is submitted in lieu of a Bid bond, it will be made payable to the Oconee County Treasurer's Office, in the amount of 5% of the total Bid amount.  
A check will be returned to the unsuccessful offerors after award and will be returned to the successful offeror after acceptance of the final contract and surety by the offeror.
2. **IRREVOCABLE LETTER OF CREDIT:** Oconee County will accept an Irrevocable Letter of Credit in lieu of a Bid Bond. Letter shall be issued by a Financial Institution insured by the FDIC or FSLIC in the amount of 5% of the total Bid amount.

- B. **PERFORMANCE AND PAYMENT SURETY:** The successful contractor shall pay the cost and furnish within ten days after written notice of acceptance of Bid, an irrevocable Surety in the form of a Performance and Payment Bond, Certificate of Deposit, Cashier's Check or irrevocable letter of credit. Performance Bond shall include a one-year warranty of workmanship and materials and shall commence upon completion and acceptance of the total contract by Oconee County. The Surety shall be issued in the amount of 100% of the total contract covering the entire term of the contract as awarded.

**Option 1: Performance Bond:** Bond must be issued by a Surety Company licensed to do business in South Carolina, with an "A" minimum rating of performance as stated in the most current publication of "Best's Key Rating Guide, Property Liability" which shall show a financial strength rating satisfactory to Oconee County. Each bond shall be accompanied by a Power of Attorney, authorizing the attorney-in-fact to bind the surety and certified to include the date of the bond.

**Option 2: A Certified Check:** Equal to 100% of the contract amount to be retained by Oconee County until satisfactory completion of the contract.

**Option 3: Irrevocable Letter Of Credit:** Shall be issued by a Financial Institution insured by the FDIC or FSLIC in the amount of 100% of contract amount.

### **IMPORTANT NOTE:**

**THE COST OF PERFORMANCE BOND IS TO BE INCLUDED IN THE UNIT PRICES LISTED ON THE BID FORM.**

**DO NOT WRITE IN A PERFORMANCE BOND AMOUNT AS A SEPARATE ITEM.**

**FAILURE TO SUBMIT CORRECT BID GUARANTEE MAY RESULT IN REJECTION OF YOUR BID.  
OWNER - COUNTY OF OCONEE.**

## INSTRUCTIONS AND CONDITIONS

1. GENERAL:
  - a. Only one copy of your bid is required, unless otherwise stated.
  - b. Bids, amendments thereto or withdrawal request must be received by the time advertised for bid openings to be accepted. It is the vendor's sole responsibility to insure that these documents are received by the Procurement Office at the time indicated in the bid document.
  - c. When specifications or descriptive papers are submitted with the bid invitation, be sure all documents are clearly labeled with the Bidder's name.
  - d. Submit your **SIGNED** bid on the forms provided in this bid package. Failure to do so may be cause for rejection. Show bid number on envelope as instructed. Oconee County assumes no responsibility for unmarked or improperly marked envelopes.
  - e. All Competitive Sealed Bids must be enclosed in a **SEALED** envelope before submitting to Procurement Office.
  - f. Bidders must clearly mark as "Confidential" each part of their bid which they consider to be proprietary information that could be exempt from disclosure under the South Carolina Freedom of Information Act (SCFOIA) as set forth in Chapter 4, Title 30, of the South Carolina Code of Laws, 1976, as amended. The County reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the County or its agents for its determination in this regard.
  - g. By submission of a bid, the bidder is guaranteeing that all goods and services meet the requirements of the solicitation during the contract period. Unless otherwise stated it is understood and agreed that all items shall be new and in first class condition.
  - h. All prices and notations shall be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. No bid shall be altered or amended after specified time for opening.
2. **COST OF BIDS:** Under no circumstances will the County be liable for any costs associated with any response to solicitations. The bidder shall bear all costs associated with the preparation of all bid materials submitted.
3. **BIDDERS RESPONSIBILITY:** Each bidder shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this bid. It is expected that this will sometimes require on-site observation. The failure or omission of a bidder to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this bid or to the contract.
4. **DELIVERY:** Oconee County requires that delivery be made to specified destination within the shortest time frame possible. Delivery shall arrive between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday, provided that such day is not a legal holiday. The purchase order number must be indicated on all delivery tickets. Other specific delivery instructions may be noted in the bid specifications.
5. **SHIPPING:** All deliveries shall be shipped F.O.B. point of Destination-freight prepaid, the seller pays and bears all freight charges; collect shipments will not be accepted. It is agreed by the parties hereto that delivery by the contractor to the common carrier does not constitute delivery to the County. Any claim for loss or damage shall be between the contractor and the carrier.
6. **PAYMENT TERMS:** Following are the payment terms, unless otherwise stated in the Minimum Specifications:
  - A. Construction Contracts - Payment application for construction contracts are to be submitted on an AIA Application for Payment form. Application for payment shall reflect work completed through the last calendar day of the month. Retainage for construction contracts will be as follows: 10% of

completed, 10% of materials stored on site. Partial payments will be made as follows: Provided an application for payment is received by the Architect, or project manager, no later than the 5th day of the month, the County shall make payment to the Contractor not later than the 25th day of the same month. If an application for payment is received by the Architect after the 5th day of the month, payment shall be made by the County no later than 20 days after the architect, or project manager, receives the application for payment. If an application for payment is returned to the Contractor by the Architect due to errors or omissions, payment shall be made by the County no later than 20 days after the architect, or project manager, receives the corrected application for payment.

B. Equipment, Goods, and Services – Payment shall be made within 30 days after receipt of equipment, goods and services that are complete and meet all specifications of bid solicitation. The County will not make “pre-payments” for any goods or services and partial payments shall be at the discretion of the Procurement Director.

7. **COMPETITION:** This solicitation is intended to promote competition. If any language, specifications, terms and conditions, or any combination thereof restricts or limits the requirements in this solicitation to a single source, it shall be the responsibility of the interested vendor to notify the Procurement Office in writing within seven (7) calendar days after receipt of bid. The solicitation may or may not be changed, but a review of such notification will be made prior to the award.
8. **DEVIATIONS FROM SPECIFICATIONS:** Any deviation from specifications indicated herein should be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications. Deviations should be explained in detail on separate attached sheet(s). The listing of deviations, if any, is required but will not be construed as waiving any requirements of the specifications. Deviations found in the evaluation of the bid and not listed may be cause for rejection. Bidders offering substitute or equal items should provide information sufficient enough to determine acceptability of item offered.
9. **"OR APPROVED EQUAL":** Certain processes, types of equipment or kinds of material are described in the specifications and/or on the drawings by means of trade/brand names and catalog numbers. In each instance where this occurs, it is understood and inferred that such description is followed by the words "or approved equal". Such method of description is intended merely as a means of establishing a standard of comparability. However, the County reserves the right to select the items which, in the judgment of the County, are best suited to the needs of the County based on price, quality, service, availability and other relative factors. Bidders should indicate brand name, model, model number, size, type, weight, color, etc., of the item bid, if not exactly the same as the item specified. Vendor's stock number or catalog number is not sufficient to meet this requirement. If any bidder desires to furnish an item different from the specifications, vendor shall submit along with the bid, the information, data, pictures, designs, cuts, etc., of the item they plan to furnish so as to enable the County to compare the item specified; and, such item shall be given due consideration. The County reserves the right to insist upon, and receive items as specified if the submitted items do not meet the County's standards for acceptance.
10. **UNIT PRICES:** When applicable, unit prices will govern over extended prices unless otherwise stated in this bid invitation. All bid prices shall remain effective for a minimum of 60 days, unless otherwise stated.
11. **INTERPRETATIONS OR ADDENDA:** No oral changes shall be made to any bidder regarding the Bid Documents or any part thereof. Every request for an interpretation shall be made in writing via email or fax to the Buyer as indicated in the bid document. All inquiries must be received by the last day for questions stated in the solicitation document. Any changes to the specifications shall be in the form of a written Addendum to the Bid Documents. The Addendum will be posted on the Procurement web site at [www.oconeesc.com/procurement](http://www.oconeesc.com/procurement). The Addendum will also be emailed to all Bidders who have contacted the Procurement Office and asked to be placed on the Bidder's List. It shall be the bidder's responsibility to make inquiries as to the Addenda issued. All such Addenda shall become part of the Bid Documents and all bidders shall be bound by such Addenda, whether or not received by the bidders.

12. **BID OPENING:** The Procurement Director or his/her designee shall decide when the time set for bid opening has arrived, and shall so declare to those present. He/she shall then personally and publicly open all bids received prior to that time and read them aloud to those persons present and have the bids recorded. At the opening the following information is read aloud:
- A. **Sealed Bids:** Bidders name, brand name, model number, unit price, and lot price or lump sum, as may be applicable.
  - B. **Best Value Bids:** Only the names of the bidders who responded to the bid will be provided.
  - C. **Request for Proposals:** Only the names of the bidders who responded to the bid will be provided.
- Questions and other information regarding the contents of specific bids shall not be released until after the evaluation is complete and the award has been made. Only then shall the entire file be available for public review.
- Disclosure of Bid Information: Only the information disclosed by the County Procurement Director or his/her designee at bid opening is considered to be public information under the South Carolina Freedom of Information Act, Chapter 4, Title 30 of the South Carolina Code of Laws, 1976, as amended, until after the award is made.
13. **TIE BIDS:** If two or more bidders are tied in price, while otherwise meeting all of the required terms and conditions of the bid, awards may be determined as follows:
- A. If there is an in-county business (active business or warehousing facility located within Oconee County) tied with an out-of-county business, the award will go to the in-county business.
  - B. If there is an in-state business (active business or warehousing facility located within South Carolina) tied with an out-of-state business, the award will go to the in-state business.
  - C. Tie bids involving in-County and in-State firms may be resolved by the flip of a coin in the office of the Procurement Director witnessed by all interested parties.
14. **BIDDERS QUALIFICATION:** Bidders must, upon request of the County, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. The County reserves the right to make the final determination as to the bidder's ability to provide the products or services requested herein.
15. **CORRECTION OR WITHDRAWAL OF BID; CANCELLATION OF AWARD:** Correction or withdrawal of inadvertently erroneous bids before or after bid opening, or cancellation of awards or contracts based on such mistakes, may be permitted subject to the following: appropriate mistakes discovered by the bidder before bid opening may be modified or withdrawn by submitting written notice to the Procurement Department prior to the time set for bid opening. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the County shall be permitted. Except as otherwise provided by regulation, all decisions to permit the correction or withdrawal of bids, or to cancel awards, or contracts, after award but prior to performance shall be supported by a written determination made by the Procurement Director.
16. **REJECTION OR ACCEPTANCE OF BIDS; WAIVER OF TECHNICALITIES AND IRREGULARITIES:** The County shall reserve the unqualified right to reject any and all bids or accept such bids, as appears in the County's own best interest. The County shall reserve the unqualified right to waive technicalities or irregularities of any kind in solicitations made under this Article. In all cases, the County shall be the sole judge as to whether a bidder's bid has or has not satisfactorily met the requirements to solicitations made under this Article.
17. **AWARD:** A Notice of Award will be publicly posted in the County Administrative Building lobby, and will also be posted on the Oconee County web site at [www.oconeesc.com/procurement](http://www.oconeesc.com/procurement). The contract shall be awarded to the lowest responsible and responsive bidder(s) whose bid meets the requirements and criteria set forth in the Invitation for Bid. Oconee County reserves the right to waive any technicalities and informalities, and accept or reject any bid as deemed in the best interest of the County. The County will be sole judge as to whether bids submitted meet all requirements contained in

this solicitation. When so stated in the bid solicitation, the award can be made to one or a multiple vendors, whichever is in the best interest of the County, and quantities may vary, depending upon availability of funds, unless otherwise stated. Best value bids will be evaluated and awarded based on the criteria set forth in the bid document. Based on the total award amount the final decision for award may rest with the Oconee County Council.

18. PROTEST PROCEDURE:

- A. **Right to Protest.** Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Procurement Director, except as otherwise stated in this Article. The protest shall be submitted in writing within seven (7) calendar days after such aggrieved prospective bidder, offeror, or contractor knows or should have known of the facts giving rise thereto.
- B. **Authority to Resolve Protests.** The Procurement Director shall have authority, prior to the commencement of an action in court concerning the controversy, to settle and resolve a protest by an aggrieved bidder, offeror, or a contractor, actual or prospective, concerning the solicitation or award of a contract.
- C. **Decision on Protests.** If the protest is not resolved by mutual agreement, the Procurement Director shall issue a decision in writing within ten (10) calendar days. The decision shall: (a) state the reasons for the action taken; and (b) inform the protestant of the protestant's rights to appeal the decision of the Procurement Director as provided in this Section.
- D. **Notice of Decision on Protests.** A copy of the decision under Subsection 2-443(d) of this Section shall be mailed or otherwise furnished to the protestant.
- E. **Finality of Decision on Protests.** A decision under Subsection 2-443(c) of this Section shall be final and conclusive, unless a business adversely affected by the decision appeals administratively to the County Council in accordance with this Section.

- 19. **CONTRACT ADMINISTRATION:** Questions or problems arising after award of this contract shall be directed to the Procurement Director by calling 864-638-4141. Copies of all correspondence concerning this contract shall be sent to the Procurement Director, 415 S. Pine Street, Walhalla, SC 29691. All change orders must be authorized in writing by the Procurement Director. Oconee County shall not be bound to any change in the original purchase order or contract without prior written approval of the Procurement Director.
- 20. **CONTRACT:** This bid and submitted documents, when properly accepted by Oconee County along with a written purchase order, shall constitute a contract equally binding between the successful offeror and Oconee County. No different or additional terms will become a part of this contract, except through a Change Order, when applicable.
- 21. **ASSIGNMENT:** Once a contract has been executed, the Contractor shall not assign, sublet, or transfer the contract without the written consent of the Procurement Director.
- 22. **CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the Procurement Director.
- 23. **ARBITRATION:** Under no circumstances and with no exception will Oconee County act as arbitrator between the Contractor and any subcontractor.
- 24. **DEFAULT:** In case of default by the Contractor, the County reserves the right to purchase any or all items in default in the open market, charging the contractor with any excessive costs. Should such charge be assessed, no subsequent bids will be considered or purchase orders issued to the defaulting contractor until the assessed charge has been satisfied.
- 25. **INDEMNIFICATION:** The Contractor agrees to indemnify and hold harmless the County of Oconee and all County officers, agents and employees from claims, suits, actions, damages and costs of every name and description, arising out of or resulting from the use of any materials furnished by the Contractor,

provided that such liability is not attributable to negligence on the part of the County or failure of the County to use the materials in the manner outlined by the Contractor in descriptive literature or specifications submitted with the Contractor's bid.

26. **PUBLICITY RELEASES:** Contractor agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the County. The contractor shall not have the right to include the County's name in its published list of customers without prior approval of the County. With regard to news releases, only the name of the County, type and duration of contract may be used and then only with prior approval of the County. The contractor also agrees not to publish, or cite in any form, any comments or quotes from the County Staff, unless it is a direct quote from the County Administrator.
27. **FORCE MAJEURE:** The Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without fault or negligence of the contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required delivery schedule.
28. **PROHIBITION OF GRATUITIES:** The following applies to all procurements issued by Oconee County: Amended section 8-13-700 and 705 of the 1976 Code of Laws of South Carolina states: "Whoever gives or offers to any public official or public employee any compensation including a promise of future employment to influence his action, vote, opinion or judgment as a public official or public employee or such public official solicits or accepts such compensation to influence his action, vote, opinion or judgment shall be subject to the punishment as provided by Section 16-9- 210 and Section 16-9-220."
29. **S.C. LAW CLAUSE:** Upon award of a contract under this bid, the person, partnership, association or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business within the State. Notwithstanding the fact that applicable statutes may exempt or exclude the Contractor from requirements that it be authorized and/or licensed to do business in this State, by submission of this signed bid, the Contractor agrees to subject himself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.
30. **6% SC SALES TAX:** Oconee County is subject to South Carolina Sales Tax on all purchases of goods and services, except for the mining operation of the Oconee County Rock Quarry, and the recycling operation of the Oconee County Solid Waste Department. Therefore, 6% sales tax must be added to all orders, except for the mining operation of the Rock Quarry. Lump sum bids however, shall include sales tax in bid price unless otherwise noted. By submission of a signed bid, you are certifying, under penalties of perjury, that you comply with Title 12, Chapter 36, Article 1 of the SC Code of Laws 1976, as amended, relating to payment of any applicable taxes. This will certify to the County your compliance.
31. **DRUG-FREE WORKPLACE:** By submittal of this bid, you are certifying that you will comply with Title 44, code of Laws of South Carolina, 1976, Section 44-107-30.
32. **ILLEGAL IMMIGRATION REFORM ACT – 2008 - Title 8, Chapter 14, Act. No. 280:** By submittal of this bid, you are certifying that you are in compliance with Title 8, Chapter 14, or that this law is inapplicable to you and your subcontractors. An overview of this law is available at [www.procurementlaw.sc.gov/immigration](http://www.procurementlaw.sc.gov/immigration). This is required of all contractors and subcontractors as of January 1, 2010.

33. **INSURANCE:** The successful contractor shall procure, maintain, and provide proof of insurance coverage for injuries to persons and/or property damage as may arise from, or in conjunction with, the work performed on behalf of the County by the contractor, his agents, representatives, employees or subcontractors. Proof of coverage as contained herein shall be submitted fifteen (15) days prior to the commencement of work and such coverage shall be maintained by the contractor for the duration of the contract period; for occurrence policies.

A. **Commercial General Liability:** Coverage shall be as broad as: Comprehensive General Liability endorsed to include Broad Form, Commercial General Liability Form including Products/Completed Operations.

Minimum Limits:

\$2,000,000 General Aggregate Limit  
\$1,000,000 Products & Completed Operations  
\$1,000,000 Personal & Advertising Injury  
\$1,000,000 Each Occurrence Limit  
\$50,000 Fire Damage Limit  
\$5,000 Medical Expense Limit

B. **Business Commercial Automobile Liability:** Coverage sufficient to cover all vehicles owned, used, or hired by the contractor, his agents, representatives, employees or subcontractors.

Minimum Limits:

\$1,000,000 Combined Single Limit  
\$1,000,000 Each Occurrence Limit  
\$5,000 Medical Expense Limit

C. **Workers' Compensation:** Limits as required by the Workers' Compensation Act of SC, to include state's endorsement for businesses outside of SC. Employer's Liability, \$1,000,000.

#### **Coverage Provisions**

1. All deductibles or self-insured retention shall appear on the certificate(s).
2. Oconee County, its' officers/ officials, employees, agents and volunteers shall be added as "additional insured" as their interests may appear. This provision does not apply to Professional Liability or Workers' Compensation/Employers' Liability.
3. The contractor's insurance shall be primary over any applicable insurance or self-insurance maintained by the County.
4. Shall provide 30 days written notice to the County before any cancellation, suspension, or void of coverage in whole or part, where such provision is reasonable.
5. All coverage for subcontractors of the contractor shall be subject to all of the requirements stated herein.
6. All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, either; the insurer shall reduce or eliminate such deductible or self-insured retention; or the contractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.
7. Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided the County, its officers/officials, agents, employees and volunteers.
8. The insurer shall agree to waive all rights of subrogation against the County, its' officers/officials, agents, employees or volunteers for any act, omission or condition of premises which the parties may be held liable by reason of negligence.
9. The contractor shall furnish the County certificates of insurance including endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company(s) to bind coverage on its behalf, if executed by a broker, notarized copy of authorization to bind, or certify coverage must be attached.

10. All insurance shall be placed with insurers who are lawfully authorized to do business in the state of SC, and who maintain an A.M. Best rating of no less than an A:VII. If A.M. Best rating is less than A:VII, approval must be received from the County's Risk Manager.

## **SPECIAL TERMS AND CONDITIONS FOR CONSTRUCTION PROJECTS**

1. **LICENSES, PERMITS, INSURANCE & TAXES:** All costs for required licenses, insurance and taxes shall be borne by the contractor. It shall be the responsibility of the contractor to obtain all licenses and permits and to pay all fees associated with work performed within the jurisdictions of any city, where applicable. If work is performed in unincorporated areas of the County, a County building permit is required; however, the County will waive any fees.
2. **BUILDING CODES:** The contractor will be solely responsible for compliance with applicable Building Code requirements, all dimensions, and all conditions relating to his work under this contract.
3. **WORKMANSHIP:** Workmanship shall be first quality in every respect. All measures necessary to ensure a first class job shall be taken.
4. **WATCHMEN:** It is not required that a full-time watchman be employed on this job, however the contractor shall be responsible for the safekeeping of materials and protection of the public during the entire construction period.
5. **INTERFERENCE:** The construction work must be carried on in such a manner, consistent with the practical conditions involved in the erection of the new work, as to cause the least amount of interference and inconvenience to the occupants of nearby or adjoining buildings or property.
6. **PROTECTION OF ADJACENT WORK:** Protect work and adjacent work at all times with suitable covering or by other approved methods. All damage to work in place caused by the contractor shall be repaired and restored to the original good and acceptable condition using same quality and kinds of materials, as required, to match and finish with adjacent work.
7. **SITE CLEANING:** The contractor shall keep the construction site clean and free from an accumulation of debris or materials during the construction. At the completion of the work, the entire facility and premises shall be left clean. All accumulations of trash and other materials which are not to be used in the construction must be removed from the premises on a daily basis.
8. **TIME LIMIT:** It is hereby understood and agreed by the parties hereto that time is of the essence in this contract and that great energy and diligence shall characterize all operations carried on under this agreement.
9. **FINAL INSPECTION:** At the completion of the contract work, a representative of the Owner shall accompany the contractor on an inspection of the work. All defects found in the work will be corrected by the contractor before final payment will be authorized.
10. **GUARANTEE:** Upon completion of the work and before final payment is made, the contractor shall furnish the Owner a guarantee stating that the contractor shall keep his entire portion of the work in repair, without expense to the Owner, as far as concerns defects of workmanship for a period of one (1) year from the date of final Certificate (unless specified for a longer time elsewhere) and he shall be responsible for, and make good any damage to his work caused by such defect; but this clause shall not be interpreted as holding him responsible for making good any deterioration on his part of the work due to its use or abuse by the Owner.
11. **DATE OF COMMENCEMENT AND COMPLETION:** It is the intent of the County to issue a statement of award to the successful contractor on or about **July 20, 2016**. Contractor shall submit signed contract, performance and payment bonds, and certificate of insurance, where applicable, within ten (10) days. Upon receipt of signed documents, a Notice to Proceed will be issued. The contractor shall achieve completion of the entire work not later than **June 30, 2017**, subject to adjustments of the contract time as provided for in subsequent approved change orders.

12. **CONTRACT PERIOD: Time extensions will not be granted for rain, wind, snow, or other natural phenomena of normal intensity for the locality where the work is located.** For the purpose of establishing that abnormal adverse weather conditions have caused a delay, and determining the extent of delay attributed to such weather conditions, the Contractor shall furnish with his claim National Oceanic and Atmospheric Administration National Weather Service records of climatic conditions during the same time interval for the previous five year for the locality of the work; the Contractor's daily job site logs/daily construction reports showing weather, job activities, and the effect of weather on the progress of the work; and an impact schedule showing the effects of the weather event on the critical path of the Contractor's Construction Schedule. Time extensions for weather delays do not entitle the Contractor to recovery of "extended overhead" associated with that claim. Should the Contractor feel he is eligible for a contract extension due to abnormal weather conditions, the request, along with documentation, shall be submitted with the Contractor's monthly Application for Payment.
13. **LIQUIDATED DAMAGES:** For each calendar day, as specified in the contract, that any work remains uncompleted after the contract time (including all extensions and adjustments of contract time) the sum of \$500 per day will be deducted from any money due or to become due the contractor or his/her surety as liquidated damages. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages that will be incurred by the County should the contractor fail to complete the work in the time provided in his/her contract.
14. **C-FUNDS AND DBE/WBE COMPLIANCE:** For the portion of this contract that is paid utilizing C-Funds, the Contractor should be in compliance with the State Set-Aside Law (South Carolina Code Section 12-28-2930:
- A minimum of five (5%) percent of this contract is set-aside for qualified and certified Disadvantaged Business Enterprises (DBE's); AND
  - A minimum of five (5%) percent of this contract is set-aside for qualified and certified Woman Business Enterprises (WBE's).

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

The prime Contractor shall provide documentation and certification of DBE and WBE contract amounts including proof of final payment. DBE's and WBE's shall be indicated on the DBE Subcontractors Form provided on page 38.

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

# MINIMUM SPECIFICATIONS OCONEE COUNTY ROAD PAVING 2016-2017

## 1. INTRODUCTION

**Scope of Work:** Oconee County is seeking sealed bids for the paving of approximately eight (8) miles of County roads. The methods of paving are Simple Overlay, Variable Mill, Reconstruction Mill in Place, Excavation with Removal, Simple Overlay Road Widening, and Reconstruction Mill in Place Road Widening.

It is the intent of Oconee County to award one contract to the lowest responsive, responsible bidder based on the estimated quantities on the Bid Form. However, quantities provided are ESTIMATES ONLY. The Bidder must inspect the sites and review the specifications, including any addenda to ensure accuracy of the estimated quantities listed in the Bid Forms. After bids have been submitted, the Bidder shall not declare a misunderstanding concerning the quantities of work or the nature of work to be done.

These specifications shall be viewed in conjunction with and equal to the latest edition of the SCDOT Standard Specifications for Highway Construction and any federal, state and local rules and regulations not listed herein. However, if any requirement contradicts another the most stringent requirement shall apply.

The roads listed herein are tentative. Oconee County reserves the right to add or delete any or all portions of roads listed, based on revised priorities and/or availability of funds.

## 2. PREPARATION OF BID

- A. Bidder shall submit **two** copies of bid (one original and one copy) on Bid Forms furnished. Place Bid Forms and Bid Security within an envelope addressed:  
Ms. Robyn Courtright, Procurement Director  
Oconee County Procurement Office  
415 S. Pine Street, Walhalla, S. C. 29691

Place on outside of envelope:

“Road Paving 2016-2017 - Bid Number 15-23”

“Current Registered South Carolina Contractor # \_\_\_\_\_”

- B. Bidder shall submit **three (3)** references for comparable paving projects on the reference sheet provided (Page # 36). The reference information shall include Name of Owner of the Project, Brief Description of the project, including the location, Completed Dollar Amount, Date Completed, Contact Person’s Name, Phone, Fax and Email. The Procurement Office will check references provided.
- C. Bidder shall list all proposed subcontractors on the separate sheet provided (Page # 37). Subcontractors must be licensed by the State of South Carolina for their respective discipline. The Contractor must request in writing, and receive approval from the County, any changes to the subcontractors list. The County reserves the right to request a list of equipment owned by any bidder to help determine their ability to complete the contract.

**3. INSURANCE, LAWS, PERMITS, LICENSES, REGULATIONS, ETC.**

- A. Because of the scope of the project, only bids from Group 5 General Contractors certified for Grading and Asphalt Paving by the South Carolina Department of Labor, Licensing and Regulation will be accepted. **Bidders shall submit a copy of this license with their bid.**
- B. The Contractor, in execution of the work, shall conform to all applicable Federal and State laws, municipal ordinances and rules and regulations of all authorities having jurisdiction over construction of the work, including in part, all construction codes and safety codes which may apply to performance of work; protection of adjoining and adjacent property; maintenance of passageways, guard fences or other protective facilities; shall obtain and pay for all permits, licenses and approvals necessary for construction of the work and give all required notices.
- C. The Contractor shall arrange for all inspections required by Federal, State, Municipal or other authorities having lawful jurisdiction and pay all fees and cost incurred.
- D. The Contractor shall be required to submit proof of insurance as shown in Instructions and Conditions, Number 33 (Page #10). In addition, the Contractor will be fully responsible for any damages, done by their company or their subcontractors and suppliers to public utilities and/or personal property as a result of the execution of this Contract. The Contractor will be required to indemnify and hold the County harmless for any damage, done by their company and/or their subcontractors, to public utilities and/or personal property as a result of the execution of this contract.

**4. BIDDER’S RESPONSIBILITIES**

- A. Before submitting their bid, the Bidder shall carefully examine the boundaries of the proposed work and make all necessary investigations to inform themselves thoroughly as to the conditions which affect work under this contract. Bidders shall inform themselves thoroughly as to all difficulties involved in completion of all work under this contract in accordance with its requirements.
- B. The quantities and measurements given on the Bid Forms in this specification are **ESTIMATES ONLY**. It shall be the sole responsibility of the Bidder to verify all quantities and measurements necessary to perform the work as specified herein.

**5. CONTRACTOR RESPONSIBILITIES**

- A. The Contractor must be willing to sign a construction contract upon award. Sample Contract, (Page #42).
- B. It shall be the Contractors responsibility to participate in a pre-construction conference. The pre-construction conference shall be between County Administration, the Contractor and all Subcontractors. The date and location of this Pre-Construction meeting will be scheduled after the recommended award is posted.

**6. CONTRACT PERIOD**

Following is the expected contract period for work, if awarded:

<b>Contract</b>	<b>Expected Award Date</b>	<b>Completion Date</b>
Simple Overlay, Variable Mill, Reconstruction Mill in Place, Excavation with Removal, Simple	July 20, 2016 *	June 30, 2017

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Overlay Road Widening,  
Reconstruction Mill in Place Road  
Widening

\* **Note:** Twelve of the proposed roads have waterline conflicts that will be reconstructed along the roadway. These roads cannot be started until construction on the waterlines is completed. The roads are listed below:

Greenwich Dr	(SE-184)	Teardrop Trl	(SE-138)	E Tamassee Dr	(SE-134)
Iroquois Dr	(SE-135)	Woodfield Dr	(SE-227)	Hiawasse Dr	(SE-372)
Meadowbrook Dr	(WA-184)	Misty Dr	(WA-268)	Hartwell Dr	(SE-206)
Hillside Dr	(WA-134)	Springdale Rd	(WA-183)	Crest Dr	(WA-261)

\* **Note:** Horse Head Point Dr (SE-450) has 400 LF of backslope that shall be milled and reconstructed. Shook Rd has 888 LF of backslope on one side of the road that will be overlaid. Both instances of backslope have been added to the total Type C Surface tonnage for the respective roads.

Time extensions will **not** be granted for rain, wind, snow, or other natural phenomena of normal intensity for the locality where the work is located. See Special Terms and Conditions page # 13, item number 12.

## 7. LIQUIDATED DAMAGES

For each calendar day, as specified in the contract, that any work remains incomplete after the contract time (including all extensions and adjustments of contract time) the sum of \$500.00 per day will be deducted from any money due or to become due the Contractor or his/her surety. Liquidated damages sums shall not be deducted as a penalty. Liquidated damages shall be considered as liquidation of a reasonable portion of damages that will be incurred by the County should the Contractor fail to complete the work in the time provided in his/her contract.

## 8. GENERAL SPECIFICATIONS

- A. **Schedule of Work:** The Contractor shall develop a proposed schedule of work to submit to Oconee County prior to commencing work. (Bar Chart format preferred)
- B. **Notification:** The Contractor shall notify the County Roads and Bridges Manager at least 7 calendar days prior to commencing work on this contract.
- C. **Work Hours:** The Contractor shall perform all work during daylight hours, Monday through Friday, excluding official County holidays. The Contractor's Designee and County Inspector shall complete a site inspection during the daylight hours after work is stopped. If the end of the day walk through is not completed by the Contractor's Designee and County Inspector the Contractor risks having to remove and replace that day's work.

### **HOLIDAYS OBSERVED BY OCONEE COUNTY DURING CONTRACT PERIOD:**

- **Independence Day - Monday, July 4**
- **Labor Day - Monday, September 5**
- **Veterans Day - Friday, November 11**
- **Thanksgiving Day - Thursday, November 24**
- **Day after Thanksgiving Day - Friday, November 25**
- **Christmas Eve - Friday, December 23**
- **Christmas Day - Monday, December 26**
- **Day after Christmas - Tuesday, December 27**
- **New Year's Day - Monday, January 2**
- **Martin Luther King, Jr. Day - Monday, January 16**
- **President's Day - Monday, February 20**

- **Confederate Memorial Day - Wednesday, May 10**
- **Memorial Day - Monday, May 29**

- D. Crews & Inspectors:** The Contractor shall assign only one crew at a time to County work unless authorized by the County Engineer. No asphalt work is authorized without an Inspector on site. Any work done without an Inspector present is subject to removal and replacement solely at the Contractor's expense. The Inspector and the Project Foreman shall walk the job site at the end of each day. The Inspector shall give Project Foreman a list of measured quantities and issues that are encountered on the "Daily Work Log". The Project Foreman shall acknowledge receiving the list by signing the "Daily Work Log".
- E. Safety Signage:** The Contractor shall be responsible for posting roads, positioning of flagmen or other methods necessary to maintain safe movement of traffic in and around construction site at all times. The MUTCD & SCDOT specifications shall be the standard followed for signage and safety. Contractor must keep all roads open and travelable at all times during construction. During the construction, all stop signs and 911-related road signs, if taken down by the Contractor or his subcontractor, must be replaced by the end of the working day. Failure to maintain signage will hold the Contractor solely liable for accidents and/or failure of emergency response vehicles to find an address, if applicable.
- F. Advertising: No Signs placed on or near jobsites for advertising purposes.**
- G. Utilities:** The Contractor shall be responsible for locating and protecting all utilities during the entire construction period. Any damages to the utilities and any costs incurred from that damage shall be the sole responsibility of the Contractor.
- H. Site Spoils:** All types of spoils that have to be hauled from a worksite can be hauled to the center of the County on Coffee Road behind Pleasant Hill Baptist Church at the "Old Camp."
- I. Stone:** Oconee County stone must be used in all phases of construction (except for aggregate required in the production of asphalt mixes). The Contractor shall haul and place the stone. Prior to beginning any work, the Contractor shall submit to the County a detailed listing of the estimated tons of all rock required for each road. This list will then be reviewed and approved by Oconee County. The Contractor shall then be limited to the approved estimated quantities (as approved by the County) at no cost. Additional rock quantities required will be charged to the Contractor, unless written approval is obtained from the County because of unusual circumstances.

The County will be using C-Funds to fund projects on the Tentative Road List. The Contractor shall use asphalt that meets SCDOT specifications. **The Contractor shall provide documentation to the County that SCDOT approved asphalt mix was used. The County Engineer may waive the strict application of aggregate requirements for hot mixed asphalt pavement with materials prepared with stone from the Oconee County Rock Quarry.** The County will be supplying all other aggregate products from the Oconee County Rock Quarry as referenced in other sections of this specification. All stone used for the contract, with the exception of stone used in asphalt mixes, shall be paid for by the unit cost per ton of hauling stone.

- J. Weight Tickets:** The Contractor shall provide tickets (gravel and asphalt) that conform to the latest edition of the "SCDOT Standard Specifications for Highway Construction". The tickets shall have the road name and number, subsequent supplements and show gross, net and tare weights. The tickets shall be signed by the Contractor's Designee in order to be honored for payment. Tickets not signed will be subject to rejection. In addition, any weight tickets submitted with accounting discrepancies will be subject to rejection. The tickets shall be presented to the Inspector at the job site before material is placed.
- K. Weight Checks:** Oconee County reserves the right to weigh and measure trucks at random, at the Oconee County Rock Quarry, in accordance with the latest edition of the "SCDOT Standard

Specifications for Highway Construction” and all subsequent supplements.

**L. Testing:** The County will follow the latest edition of the “SCDOT Standard Specifications for Highway Construction” and subsequent supplemental specifications for testing of various stages of the construction process. However, the number of tests may vary from SCDOT specifications at the County’s discretion. All tests shall be performed by qualified personnel. The costs of any testing that is requested by the Contractor shall be paid by the Contractor. A report of each test shall be supplied to the County. Testing done at the direction of the County shall be paid by the County. Tests to be performed will be:

- **Compaction Tests** - If a compaction test does not meet specifications, further compaction tests shall be taken to determine the affected area. The substandard sections shall be removed and replaced per specifications at no cost to the County. If compaction tests that are requested by the County should fail, the Contractor shall be responsible for the cost of the test, removal of material and replacement of material to County specifications.
- **Core Samples** - If a core sample does not meet specifications, further core samples shall be taken to determine the affected area. The substandard sections shall be removed and replaced per specifications at no cost to the County. If core sampling that is requested by the County should fail, the Contractor shall be responsible for the cost of the test, removal of material and replacement of material to County specifications.
- **Nuclear Gauge Testing** - If a nuclear gauge test does not meet specifications, further nuclear gauge tests shall be performed to determine the affected area. The substandard sections shall be removed and replaced per specifications at no cost to the County. If nuclear gauge testing that is requested by the County should fail, the Contractor shall be responsible for the cost of the test, removal of material and replacement of material to County specifications.
- **Proof Roll Testing** – Proof roll testing on sub-grade, millings and base is mandatory. It shall be monitored by the County Inspector and the Contractor’s Representative. The County shall be given a 24 hour-notice in order to provide the loaded truck. Proof roll testing shall be viewed as incidental and shall have no cost associated with the tests. After performing a proof roll, every effort shall be made to protect the base from undue stresses of unnecessary construction traffic.

**M. Asphalt Cost Indexing:** The cost of asphaltic materials will be indexed to the SCDOT liquid asphalt index with a base index date of June 1, 2016. The change will be reviewed once a month and will be applied, if the difference is greater than 5% since the last adjustment. The review date will be the first calendar day of each month, once one full month has passed after the date the contract has been let. The adjustments in the unit price per ton for Liquid Asphalt Binder (LAB) will be made based on changes in the Monthly Liquid Asphalt Index Price as shown at: <http://www.scdot.org/doing/monthlyindexes.asp>. The adjustments in the unit prices of Surfacing and Intermediate will be made based on changes in the Monthly Liquid Asphalt Index Price using the same site. Changes will be calculated in Unit Price / Ton for Surfacing and Intermediate. The method of calculation will be as follows: The amount of change will be in brackets of 5%. From the DOT Index’s right hand column (+/-) UNIT PRICE / TON for LAB take the change in cost value for that amount of change. The change in cost value will be multiplied by the percent as documented in the Daily Report of the Asphalt Plant Inspection (typically around 5.9% for surface Type C, or 5% for intermediate). The resulting cost value will be added to the bid unit cost of asphalt per ton.

**Example:** Actual Initial Asphalt Price July 1, 2009 (Bid Price) = \$45.00, LAB jumps 5.0% from the base month, for a 5-10% change the (+/-) UNIT PRICE / TON for LAB is \$19.28 on the November 1, 2009 LAB index.

Calculation:  $(\$19.28 \times 5.9\%) + \$45.00 = \$46.14$

This gives the unit cost for that month's billing: \$46.14 cost per ton for Type C asphalt.  
Clear, concise, detailed documentation of all adjustment calculations shall be provided with the monthly bill for verification.

- N. Reports:** The Contractor shall employ certified personnel and equipment to prepare daily reports that provide information regarding plant mix, percentage of liquid asphalt per ton, bitumen content, gradation and marshal stability. Each report shall verify in writing that the mix meets the requirements of this Contract. Oconee County will be supplied with a copy of this daily analysis report. No pay requests will be approved prior to submission of all required reports.
- O. Asphalt Mix Testing:** Oconee County reserves the right at its discretion to employ a qualified independent testing agency to perform testing at the plant site, at no additional cost to the County, to verify that the specified mix design is being met. If Oconee County exercises its right to employ said qualified independent testing agency and the test indicates that the specified design mix is not being met, the Contractor shall reimburse the County for the fees charged by the independent testing agency. If the specified design mix is being met, the County shall pay the fees of the independent agency.
- P. Weather and Surface Temperature Restrictions:** Asphalt mixture shall not be applied when the existing surface is wet or frozen. The placing of asphalt concrete surface courses (including sand asphalt surface courses) shall not be permitted during the months of December, January and February except with written permission of the Roads and Bridges Manager. For all other mixtures, the existing surface temperature for the placement of asphalt mixtures shall be in accordance with the Table 0-1:

<b>Lift Thickness (inches)</b>	<b>Minimum Ambient Temperature (degrees F)*</b>
1.0 or less	55
1.1 to 2.0	45
2.1 to 3.0	40
3.1 to 4.5	35

\*Ambient temperature to be measured with handheld infrared non-contact thermometer with no interference from artificial heat.

- Q. Asphalt Temperature:** Deliver the Hot Mix Asphalt to the spreader at a temperature within 20° of the temperature from the plant. (No less than 275° F.)
- R. Punch List:**
- **Punch List to Release Retainage:** The final action taken on each road shall be thorough inspections of the completed job by the Roads and Bridges Manager. The Roads and Bridges Manager will ride the road and list any deficiencies. The list shall be turned into the County Roads and Bridges Office for coordination and tracking of corrective actions. Retainage will be released only after corrections are completed and are accepted by the Roads and Bridges Manager.
  - **Punch List to Release Warranty:** One month prior to the end of the warranty period, the completed roads shall be reviewed again by the Roads and Bridges Manager and another list of any previously identified and/or new deficiencies found will be presented to the Contractor. Within seven calendar days after receipt of the final punch list, the Contractor shall respond with a list of remedies and a schedule for repairs for approval by Oconee County. The warranty shall remain in effect until all punch list items are completed.
- S. Finished Surface Requirements:** The Contractor shall correct all deficient sections without additional compensation. The Roads and Bridges Manager may withhold payment for the asphalt

with indexing (or a portion thereof) until the deficiencies have been corrected, and the surface provides an acceptable finished surface. Should the Contractor elect not to correct said deficiencies, the County shall estimate a value needed to repair the deficient work and deduct additional monies from the contract, over and above the contract's retainage. An artificial heat source over 175°F shall not be applied to the finished surface asphalt.

- T. **Payment for Work Performed:** Quantities listed on the Bid Forms are preliminary estimates only and are subject to change based on actual field conditions and funding availability. Therefore, the County does not guarantee the Contractor shall be assigned work equal to the quantities listed in the estimates. Payment shall be based on unit cost prices paid for actual quantities authorized, delivered, installed and accepted by the County.
- U. **Materials:** The Oconee County Roads and Bridges Manager or the Inspector shall determine the quantities of materials used during construction and may change the minimum or maximum rate of application of any work during construction, provided the total quantities do not exceed 10% of each unit of work. Any variances in excess of 10% shall be handled via a change order to the contract.
- V. **Equipment:** The Contractor shall be responsible for ensuring that all equipment is in good working order and meets the latest edition of the "SCDOT Standard Specifications for Highway Construction".
- W. **Change Orders:** All change orders must be approved in writing. Any work not listed in the specifications or plans (as work methods vary greatly) and deemed incidental to work that is outlined in the specifications or plans shall not be eligible for payment. Any additional work done without written consent will not be eligible for payment. All change orders will be based upon the unit prices given in the Bid Forms. (See also Page 8, Number 22)
- X. **Compliance:** Should the Contractor, in the opinion of Oconee County, fail to comply with any requirements of these specifications the Oconee County Roads and Bridges Manager may stop work and delay work until such requirements are satisfactorily met.

## 9. **ASPHALT SURFACE SPECIFICATIONS**

The paving processes shall consist of furnishing all materials, labor and equipment to accomplish all of the following specifications:

### A. **GENERAL PREWORK SPECIFICATIONS FOR ASPHALT SURFACE**

- 1) **Set Up:** Set up for County roads shall consist of placing, shaping and compacting macadam base. Weight tickets shall be given to the Inspector before material is placed. The base shall have a minimum thickness of 5" (milled material included) with a compacted weight of no less than 550lbs per square yard. Water shall be added as necessary to ensure proper compaction. The base material shall be constructed in a way that blends all of the base strata and provides a homogeneous mixture of the base material. The base shall be crowned a quarter of an inch (1/4") per foot perpendicular to the centerline. The method of measurement for set up will be by the square yard. There will be no additional payment made for set up where it is determined that the base is thicker than 5". All costs associated with set up including placing, shaping and compacting shall be included in the unit price by the square yard for set up.
- 2) **Asphalt Pavement Patching (6" Uniform):** This work shall consist of the removal of deteriorated pavement as directed by the Oconee County Inspector and replacing with a full depth intermediate patch. The deteriorated pavement shall be removed to the width and length indicated, with the face of the cut being straight and vertical. The pavement shall be removed to the depth of 6 inches. No intermediate shall be placed in the patch until the County Inspector has probed the exposed material. In the event unsuitable material is encountered, refer to item

9, section A, number 3. Prior to placing the asphalt patch material in the hole, the sides of the existing asphalt pavement shall be thoroughly tacked. The patch material should then be placed in layers not exceeding 3 inches with each layer being thoroughly compacted with a vibratory compactor. The patch material shall be an approved SCDOT Intermediate Type C Mix. The patches should be removed and replaced by the end of the day, with one lane always open to traffic and the roadway being fully opened to traffic by late afternoon. The finished patch shall meet finished surface requirements. The unit cost for patching shall be the number of tons of intermediate for patching. The price and payment shall be full compensation for: furnishing all materials, plant mix, asphalt cement, excavation to a depth of 6 inches, disposal of all materials, labor, all equipment, tools and incidentals necessary to complete the work.

- 3) **Unsuitable Material:** When additional base material below 6 inches is determined to be unsuitable, it shall be removed and replaced with stone as directed by the County Roads and Bridges Manager or Oconee County Inspector. Any stone required for back filling shall be provided by Oconee County. The stone shall be hauled, placed and compacted by the Contractor. The unit cost for patches that have required placement of stone shall be by the cubic yards of excavation and shall include removal, replacement and compaction of material. Stone hauled for the unsuitable material removal shall be paid for by the unit cost per ton of hauling stone. The CY removed shall be documented (measured by length, width, and average depth, less the 6 inch cap) on the County's Daily Report and initialed by the job site supervisor in order to receive payment. That unit cost shall be by the cubic yard (CY) for unsuitable material and the unit cost of tons of intermediate for the final 6 inch cap of intermediate (the 6 inch cap shall not be included in the volume of excavated unsuitable material). With 12 inches excavated and tests still showing more than 12 inches of unsuitable material, the use of a geogrid material shall be considered for stabilization as directed by the County Roads and Bridges Manager or Oconee County Inspector. The base reinforcement shall be done by placement of a geogrid beneath the crushed rock base course to improve the stiffness of the base. The goal of this application shall be to limit material removal between a depth of 12 inches to 24 inches. An approved source of geogrid is The Tensar Corporation, Morrow, GA or their designated distributor. The geogrid fabric shall be Tensar 1200 or a pre-approved equivalent. The unit cost of the geogrid material shall be an additional cost to Oconee County and the unit cost shall be based on the SY of the material placed as recorded on the inspector's daily report (measured by length and width of the excavated area). Therefore, a patch made with geogrid shall have a unit cost for intermediate, a unit cost for unclassified material, a unit cost for stone hauled and an additional unit cost for the geogrid materials placed.
- 4) **Roadway Preparation:** Prior to application of tack, all loose materials, dirt, clay and other materials, that would prevent bituminous material from adhering to the base shall be removed with power brooms, power blowers, hand brooms and any other means necessary for complete removal. When necessary, the Contractor shall cut shoulders back. Overlay operation shall not commence until approved by the County Inspector. All costs associated with roadway preparation shall be included in the unit price for asphalt surface.
- 5) **Strengthening & Leveling Existing Roadway:** Strengthening & leveling the existing roadway shall be placed in a separate operation from the final surface course. The final surface course shall not be placed until the leveling shim's surface temperature reads less than 175°F. The road surface shall be cleaned and tacked, prior to application of the leveling course and the surface course. The Leveling course shall be applied in areas and at a rate approved by Oconee County Roads and Bridges Manager or the County Inspector. All costs associated with strengthening & leveling shall be included in the unit price for asphalt surface.
- 6) **Existing Utility Appurtenances:** All utility appurtenances, including but not limited to gas valves, sewer manholes, water meters, water valves, manhole ring and lids, etc., shall be adjusted as necessary to match final grades. No additional payment will be made for these adjustments; however, the County will provide risers. All costs associated with adjusting

existing utility appurtenances shall be included in the unit price for asphalt surface.

**B. GENERAL SPECIFICATIONS FOR RECONSTRUCTION**

On roads where it is determined by the Road & Bridges Manager that it is more cost effective, the County may elect to have said roads or portions of roads milled. Contractor shall give prices per SY for milling in place. The Contractor shall mill the asphalt to a size not greater than 2". Roads for potential milling are identified on the tentative road list. The unit cost for milling shall be the basis for payment.

**1) Milling In Place:** The work methods shall be as follows:

Roads shall be milled in place at a minimum depth (this will vary) that mills all the asphalt and stone. The maximum depth shall be no more than 7 inches (to include old asphalt and stone base). Milling into the soil shall be avoided. The milled product shall be checked for the thickness of material on the road. The Contractor will then haul the amount of stone needed to make the final set up. Stone shall be added to the set up and compacted to attain a final total compacted base depth of 5 inches, at 95% compaction. The Contractor shall be responsible for hauling, placing, and compacting the stone. Milling in place shall be measured by the square yard (SY). The unit cost for milling in place shall be the basis for payment.

After Milling is complete the milled product shall be spread and compacted to adequately proof roll the entire milled roadway, a loaded tandem truck, provided by the County, will proof roll the road to find any areas of the roadway that are unsuitable. The length and width of the area shall be marked and recorded by the County Inspector. The unsuitable material shall be excavated to a suitable depth as determined by the County Inspector. The Contractor will transport the excavated material to the location designated by the County for disposal. The excavated area shall then be filled with appropriate stone in lifts not to exceed 6 inches and compacted with suitable equipment. The Contractor will not be billed for stone from the Oconee County Rock Quarry. The Contractor shall be responsible for hauling, placing and compacting the stone. The method of measurements shall be by the cubic yard (CY). The unit cost for unsuitable material shall be the basis for payment.

The combined thickness of the existing base, compacted in-place millings and additional stone must be no less than 5". The Contractor shall be responsible for hauling, placing, and compacting the stone. The Contractor will not be billed for stone from the Oconee County Rock Quarry. The stone shall be shaped and compacted with a minimum of 1/4 inch per foot crown. The maximum crown allowed will not exceed the height of the curbing. The final setup shall allow 2" for the compacted asphalt to match the curb. The method of measurements shall be by the square yard (SY). The unit cost for set-up shall be the basis for payment.

**2) Excavation with Removal:** Excavation and removal shall be performed as follows:

Roads designated as Reconstruction with Excavation shall be excavated or milled and removed deep enough to place 5" of compacted stone and 2" of compacted surface asphalt matching the grade of the curbing (the depth shall be no deeper than 7" deep from the gutter line). The Contractor will transport the excavated material from the site to the location designated by the County for disposal. All spoils can be removed to the "Camp". The Contractor shall include excavating and hauling material away from the site in the unit price for excavation with removal. Excavation with removal shall be measured by the cubic yard (CY). The unit cost for excavation with removal shall be the basis for payment.

After excavation is completed, a loaded tandem truck, provided by the County, will proof roll the road to find any areas of the roadway that are unsuitable. The length and width of the area shall be marked and recorded by the County Inspector. The unsuitable material shall be

excavated to a suitable depth as determined by the County Inspector. The Contractor will transport the excavated material to the location designated by the County for disposal. The excavated area shall then be filled with appropriate stone in lifts not to exceed 6 inches and compacted with suitable equipment. The Contractor will not be billed for stone from the Oconee County Rock Quarry. The Contractor shall be responsible for hauling, placing and compacting the stone. The method of measurements shall be by the cubic yard (CY). The unit cost for unsuitable material shall be the basis for payment.

The Contractor will then haul the amount of stone needed to make the final set up. Stone shall be placed and compacted to attain a final total compacted base depth of 5 inches, at 95% compaction. The stone shall be shaped and compacted with a minimum of ¼ inch per foot crown. The maximum crown allowed will not exceed the height of the curbing. The Contractor shall be responsible for hauling, placing, and compacting the stone. The Contractor will not be billed for stone from the Oconee County Rock Quarry. The final setup shall allow 2" for the compacted asphalt to match the curb. After stone placement is complete, a loaded tandem truck, provided by the County, will proof roll the road to find any areas of the roadway that are not properly compacted. The method of measurements shall be by the square yard (SY). The unit cost for set-up shall be the basis for payment.

- 3) **Concrete Driveway Removal:** During reconstruction the elevation of the roadway may be higher than it previously was to achieve 5" of base and 2" of asphalt surface. Concrete driveways shall not be paved over to tie back to the existing driveway. At the discretion of Oconee County concrete driveways shall be saw-cut and removed to allow the asphalt surface course to tie back to the driveway at a suitable grade. Stone shall be placed, shaped and compacted to allow for the placement of asphalt surface. All costs associated with saw cutting, removal and disposal of the demolished concrete will be paid by the unit cost per SY of Concrete Driveway Removal.

#### **C. GENERAL SPECIFICATIONS FOR VARIABLE MILLING**

- 1) **Variable Milling:** The purpose is to achieve a curb reveal of 1.5 inches and to taper this to 0 inches at 6 feet from the curb. This shall be accomplished with a 6 foot grinding drum. The variable mill shall be done for the outside curbs and those around any islands in the roadway. At an intersecting road or at a curb end/begin; the reveal shall be tapered to 0.5 inches over a 15 feet span to provide a smoother transition. The method of measurements shall be by the square yard (SY). The unit cost for variable milling shall be the basis for payment.

#### **D. GENERAL SPECIFICATIONS FOR ROAD WIDENING**

- 4) **Simple Overlay Road Widening (Includes Intermediate):** The excavation of the soil/asphalt shall be to a depth of 6 inches (See drawing 1). The removed sections on both sides of the road shall extend into the existing asphalt 6", and meet the proposed width **plus one foot** as specified for the roadway. The excavated area shall be filled with 6 inches of Intermediate and compacted. No more material shall be excavated in one day than can be replaced with compacted Intermediate. All costs associated with the excavation, removal and placement of Intermediate (**Including the cost of Intermediate**) will be paid by the unit cost per SY of Simple Overlay Road Widening.

- 5) **Reconstruction Mill in Place Road Widening:** The excavation of the soil/asphalt shall be to a depth of 6 inches (See drawing 2). The removed sections on both sides of the road shall meet the width **plus one foot** as specified for the roadway. No more material shall be excavated in one day than can be replaced with compacted stone material. All costs associated with the excavation, removal and placement of stone will be paid by the unit cost per SY of Reconstruction Mill in Place Road Widening.
- 6) **Excavated Road Material:** Excavated road material can be placed to construct shoulders when possible. If excavated road material is used to build shoulders, the material shall be loaded into a truck to determine the amount of shoulder build material in accordance with Section E, (1). When it has been determined that a roadway has insufficient room or other criteria that would inhibit placement of the road excavation adjacent to the proposed pavement section, the excavated material shall be removed from the site. The Contractor shall be responsible for all costs associated with cleanup of this material. If removal of material is deemed necessary, it shall be included in the unit cost per SY of Simple Overlay Road Widening or Reconstruction Mill in Place Road Widening. All spoils can be hauled and dumped at "The Camp"

**E. GENERAL SPECIFICATIONS FOR ASPHALT SURFACE**

- 1) **Asphalt Surface (Reconstruction):** Asphalt surface course shall be Type C; however the County Engineer may waive the aggregate requirements to allow the use of County stone in asphalt mix. Asphalt surface course shall be applied at a rate of **225** lbs per square yard.
- 2) **Asphalt Surface (Overlay):** Asphalt surface course shall be Type C; however the County Engineer may waive the aggregate requirements to allow the use of County stone in asphalt mix. Asphalt surface course shall be applied at a rate of **165** lbs per square yard.
- 3) **Backslope:** Backslope that is designated for reconstruction shall be milled in place , spread, shaped and compacted to the same standard as the roadway. The backslope shall be constructed to the same dimensions as the previous backslope or as directed by Oconee County. Backslope designated for overlay shall be paved at the same thickness as the roadway unless directed by Oconee County. The cost for backslope (reconstruction or overlay) shall be included in the Contractor's unit price for asphalt surface
- 4) **Driveways:** Driveways shall be paved as determined by the County Inspector or as shown on plans. Driveways with a culvert pipe shall be paved a minimum of four (4) feet past the centerline of the culvert from the road. Existing driveways without a culvert pipe shall require a minimum six (6) foot apron. Driveways shall not exceed the edge of the County right-of-way, typically fifteen (15) feet from the edge of the road. All costs associated with driveways shall be included in the Contractor's unit price for asphalt surface.
- 5) **Mailbox Pullouts:** While connecting to a driveway, or as directed by the County Inspector, the Contractor shall install 18 to 36 inches of asphalt for an apron to the mailbox as a pullout. All costs associated with mailbox pullouts shall be included in the Contractor's unit price for asphalt surface.
- 6) **Radii:** The standard paved radius for intersections shall be 25 feet or re-covering the existing radius, whichever is greater. The standard radius for the driveways shall be 5 feet. All costs associated with radii shall be in the Contractor's unit price for asphalt surface.
- 7) **Placement of all Final Courses:**
  - a. Prior to placing the asphalt surface, the Contractor shall paint or set a string for the first pass of the spreader before the spreader starts. The Inspector will approve the layout before paving starts.
  - b. The asphalt surface shall be distributed by a finish/screed machine and compacted with suitable equipment, in two passes of equal width (joint shall be in the center of the road).
  - c. Joints shall be constructed to allow the maximum bond between joints, and shall have enough material to be compacted down to the existing joint.
  - d. The Contractor shall be responsible for establishing the number, type and pattern of

rollers needed to get proper density of the final mat. Compaction of material with rollers shall be accomplished in three phases. Breakdown rolling shall provide most of the increase in density during compaction. Intermediate rolling shall provide further density and seal the surface. Intermediate rolling shall closely follow breakdown rolling while the HMA mix is still hot and compactable. Ensure that the intermediate rolling is completed before the mat temperature drops below 175° F. Finish rolling removes roller marks and other blemishes left from previous rolling and minimally increases density. Finish rolling shall be done while the material is warm enough to remove roller marks and other blemishes. Temperature shall be measured with a non-contact IR type thermometer on a regular basis as part of the Contractor's work method.

- e. The inspector shall periodically go back and check the rolling methods and temperatures during the day.

- 8) **Payment:** All costs associated with asphalt surface shall be included in the Contractor's unit price for asphalt surface. The unit cost for asphalt surface shall be measured by the ton.

#### **F. GENERAL SPECIFICATIONS FOR TASKS AFTER ASPHALT SURFACE**

- 1) **Shoulder Build:** Where the shoulders have been laid back for surfacing the Contractor shall be responsible for pulling shoulders back to the asphalt. The Contractor shall be aware that after all asphalt work is done any shoulders that have more than a two (2") inch drop shall be rebuilt. The County's Inspector and the Contractor shall inspect the roads in this contract, after they are paved, to determine low shoulder conditions and mark the areas to be rebuilt. The rebuild work shall consist of satisfactory placement of all materials necessary to bring the shoulder grade to within two (2") inches of the final pavement edge grade. The County shall furnish and load all earth material necessary to rebuild the shoulders. (Materials are located at the Camp.) The quantities shown on the Bid Form are estimates of the number of units that will be necessary for this project. Actual field measurements may cause quantities on the form to vary. The soil shall be placed to create a 1:12 slope for the shoulder, to a maximum width of thirty-six (36") inches or as directed by the Oconee County Inspector. The shoulders shall be adequately compacted and hydroseeded with an appropriate mixture of seed and fiber mulch, immediately after installation. Smaller sections may be manually seeded and mulched as approved by the Oconee County Inspector. (Either process shall be referred to as "seeding".) Water shall be applied within the first week (sufficient rainfall will be acceptable). The warranty shall be for a "living stand of grass" without any bare spots. The SCDOT standard of 70% coverage is interpreted by Oconee County to mean thin areas but no bare spots. The measurements for the areas rebuilt and then seeded shall be measured and documented each day and the document signed by the Contractor's Designee and the Oconee County Inspector. The Contractor has the option of placing the borrow material prior to placing final surface course or following the placing of the finished surface course. The method of measurement will be in cubic yards (CY), determined by the County to be 13 CY per tri-axel dump truck. This value is allowing for a 35% shrinkage of material volume and it shall be tallied by the County counting the number of loads delivered by the contractor. All costs for shoulder build; including hauling, placing, and compacting shall be included in the Contractor's unit price. The unit cost for the shoulder build will be by the cubic yard (CY). The unit cost for establishing grass on the shoulders will be per the square yards (SY) of seeding.
- 2) **Spoils:** The work site shall not have any piles of material left after construction is done. They shall be blended out or, if asphaltic, removed. All costs for spoil shall be included in the unit cost for asphalt surface.
- 3) **Signage:** All signage shall be returned to normal. All costs for signage shall be included in the unit cost for asphalt surface.

ROAD #			NAME	CATEGORY	DIRECTIONS	PCI	APPROXIMATE WIDTH & LENGTH	
1	KE	58	MAGPIE LN	RECONSTRUCTION MILL IN PLACE / ROAD WIDENING	NORTH ON NORTH HWY 11 FROM WALHALLA, RIGHT ON FLAT SHOALS RD, RIGHT ON QUAIL DR, WHIPPOORWILL DR IS ON THE RIGHT	15.0	18	745
2	WA	246	HARBOR VIEW LN	EXCAVATION WITH REMOVAL	KEOWEE SCHOOL FROM BOUNTYLAND, LEFT ON CANE CREEK HARBOR RD, WILL BE ON THE LEFT	24.0	20	250
3	WA	185	MILLER PL	RECONSTRUCTION MILL IN PLACE	NORTH HWY 11 FROM WEST UNION, APPROXIMATELY ONE MILE, TURN RIGHT ON SPRINGDALE DR, WILL BE ON THE LEFT (SPRINGDALE SUBDIVISION)	33.0	13	400
4	WA	264	LECROY CT	RECONSTRUCTION MILL IN PLACE / ROAD WIDENING	NORTH HWY 11 FROM WEST UNION, APPROX ONE MILE, RIGHT ON SPRINGDALE DR, RIGHT ON MEADOWBROOK DR, WILL BE ON THE RIGHT	36.0	17	302
5	WA	223	MOUNTAIN LAUREL LN	RECONSTRUCTION MILL IN PLACE	NORTH ON PICKENS HWY FROM WALHALLA, LEFT ON MOUNTAIN SPRINGS RD, LEFT ON BEAVER LAKE RD, WILL BE THE FIRST STREET ON THE RIGHT (BEAVER LAKE ESTATES)	39.0	20	328
6	SE	494	TOKEENA PATH DR	RECONSTRUCTION MILL IN PLACE	SOUTH ON CONEROSS CREEK RD FROM FRIENDSHIP RD, WILL BE ON RIGHT AFTER MISTY HILL LANE (TOKEENA SHORES SUB)	41.0	21	577
7	SE	133	GARDEN CIR	RECONSTRUCTION MILL IN PLACE / ROAD WIDENING	EAST ON CLEMSON BLVD FROM SENECA, WILL BE ON THE LEFT PAST WISTERIA LN (OLD SECTION OF CHEROKEE GARDENS SUB)	43.0	19	2463
8	WA	316	CONE DR	RECONSTRUCTION MILL IN PLACE	EAST ON BLUE RIDGE BLVD FROM WALHALLA, RIGHT ON POPLAR SPRINGS RD, LEFT ON SPRUCE DR, WILL BE AT THE END, 301-320 GO TO THE LEFT, 201-220 GO TO THE RIGHT. THE PINES SUB	43.0	20	600

9	SE	184	GREENWICH DR <i>Waterline</i>	RECONSTRUCTION MILL IN PLACE / ROAD WIDENING	NORTH ON ROCHESTER HWY FROM SENECA, RIGHT ON OLD CLEMSON HWY, LEFT ON LAWRENCE BRIDGE RD, RIGHT ON N BAYSHORE DR, WILL BE ON RIGHT PAST WOODBURY RD (BAYSHORE ESTATES)	43.5	19	1130
10	SE	138	TEARDROP TRL <i>Waterline</i>	RECONSTRUCTION MILL IN PLACE / ROAD WIDENING	EAST ON CLEMSON BLVD FROM SENECA, LEFT ON GARDEN CIRCLE, (2ND ENTRANCE) WILL BE ON THE RIGHT (NEW SECTION OF CHEROKEE GARDENS SUB)	45.3	16	1766
11	SE	134	EAST TAMASSEE DR <i>Waterline</i>	RECONSTRUCTION MILL IN PLACE / ROAD WIDENING	EAST ON CLEMSON BLVD FROM SENECA, LEFT ON GARDEN CIR, WILL BE ON LEFT PAST DYAR RD (OLD SECTION OF CHEROKEE GARDENS SUB)	46.0	18	1888
12	WA	353	CROSSOVER DR	EXCAVATION WITH REMOVAL	KEOWEE SCHOOL RD FROM BOUNTYLAND IN SENECA, RIGHT ON BIGGERSTAFF RD, LEFT ON FAIRVIEW CHURCH RD, LEFT ON CREST POINTE DR, WILL BE ON THE LEFT. CRESTVIEW SUB	46.0	20	1013
13	SE	135	IROQUOIS DR <i>Waterline</i>	RECONSTRUCTION MILL IN PLACE / ROAD WIDENING	EAST ON CLEMSON BLVD FROM SENECA, LEFT ON GARDEN CIRCLE, LEFT ON E TAMASSEE DR, WILL BE NEXT RIGHT CAN BE ACCESSED FROM DYAR RD (OLD SECTION OF CHEROKEE GARDENS SUB)	46.7	18	2020
14	KE	97	ROCKCREST CT	EXCAVATION WITH REMOVAL	NORTH ON PICKENS HWY FROM WALHALLA, LEFT ON NORTH WATERSIDE DR, RIGHT ON E WATERSIDE DR, WILL BE ON THE RIGHT. WATERSIDE CROSSING SUB 2ND ENTRANCE	47.0	20	140
15	SE	227	WOODFIELD DR <i>Waterline</i>	RECONSTRUCTION MILL IN PLACE / ROAD WIDENING	EAST ON CLEMSON BLVD FROM SENECA, LEFT ON CORINTH DR, WILL BE ON THE RIGHT PAST SUNSET DR, CAN BE ACCESSED FROM OLD CLEMSON HWY VIA CORINTH DR (ENCHANTED HILLS SUB)	48.0	18	603
16	SE	372	HIAWASSEE DR <i>Waterline</i>	RECONSTRUCTION WITH ROAD WIDENING	EAST ON CLEMSON BLVD FROM SENECA, LEFT ON OLD CLEMSON HWY, WILL BE FIRST STREET ON LEFT (BEHIND CORINTH/SHILOH FIRE DEPARTMENT IN NEW SECTION OF CHEROKEE GARDENS SUB)	49.0	18	1040

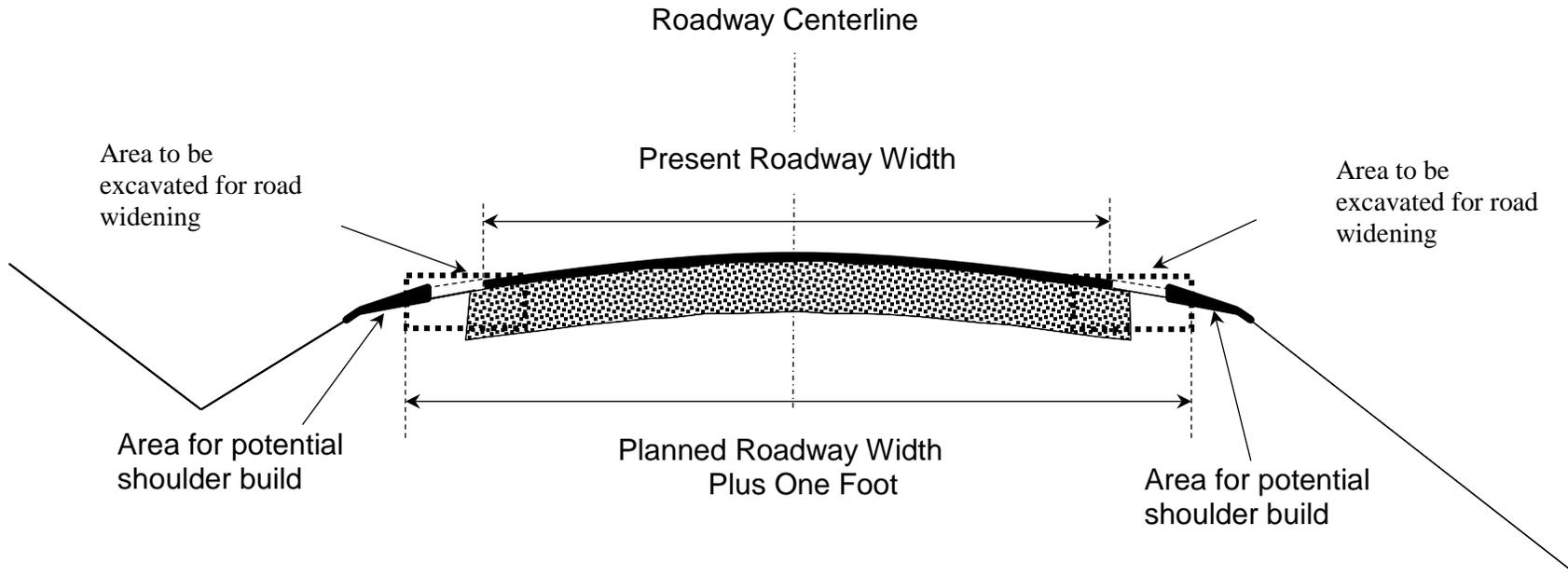
17	SE	141	NANTAHALA DR	SIMPLE OVERLAY ROAD WIDENING	EAST ON CLEMSON BLVD FROM SENECA, LEFT ON GARDEN CIR 2ND ENTRANCE, RIGHT ON TEARDROP TRL, RIGHT ON CHEROKEE DR, WILL BE ON THE LEFT PAST SEQUOYA WAY, CAN BE ACCESSED FROM HIAWASSEE DR (NEW SECTION OF CHEROKEE GARDENS SUB)	52.0	18	850
18	TU	16	DRIVER HILL RD	RECONSTRUCTION MILL IN PLACE / ROAD WIDENING	NORTH ON SOUTH HWY 11 FROM WESTMINSTER, WILL BE FIRST LEFT AFTER CROSSING SOUTHERN RAILROAD	54.0	18	380
19	WA	184	MEADOWBROOK DR <i>Waterline</i>	SIMPLE OVERLAY ROAD WIDENING	NORTH HWY 11 FROM WEST UNION, APPROXIMATELY ONE MILE, TURN RIGHT ON SPRINGDALE DR, WILL BE ON THE RIGHT (SPRINGDALE SUBDIVISION)	54.5	17	850
20	SE	469	WEST SUNSET CT	VARIABLE MILL	NORTH ON KEOWEE SCHOOL RD FROM BOUNTYLAND, RIGHT ON PETTY RD, LEFT ON FRENCH BRANCH RD, WILL BE ON THE LEFT PAST CLYDE CRENSHAW RD.(LAKESHORE EAST SUB)	55.0	20	630
21	WA	133	FOREST ACRES CIR	SIMPLE OVERLAY ROAD WIDENING	NORTH ON PICKENS HWY FROM WALHALLA, LEFT ON FAIRFIELD RD, RIGHT ON PICKET POST RD, RIGHT ON BREWER RD, WILL BE FIRST STREET ON RIGHT (FOREST ACRES SUB)	55.8	18	4030
22	SE	93	UTICA ST	SIMPLE OVERLAY ROAD WIDENING	FROM J P STEVENS IN SENECA, EAST ON E SOUTH 6TH ST, RIGHT ON GODDARD AVE, WILL BE THE ELEVENTH STREET ON RIGHT AT UTICA ELEMENTARY SCHOOL (UTICA MILL VILLAGE)	56.0	17	1300
23	SE	97	MEADOW DR	SIMPLE OVERLAY	EAST ON CLEMSON BLVD FROM SENECA, RIGHT ON WELLS HWY, RIGHT ON GODDARD AVE, WILL BE SECOND STREET ON LEFT, CAN BE ACCESSED FROM UTICA MILL VILLAGE (SOUTHERN MEADOWS SUB)	56.0	20	830
24	SE	496	CHEROKEE PATH DR	SIMPLE OVERLAY	SOUTH ON CONERROSS CREEK RD FROM FRIENDSHIP RD IN SENECA, RIGHT ON TOKEENA PATH DR, LEFT ON MOHAWK PATH, WILL BE ON THE LEFT(TOKEENA SHORES SUB)	56.0	20	329

25	WA	268	MISTY DR	<i>Waterline</i>	SIMPLE OVERLAY	BLUE RIDGE BLVD FROM SENECA, WILL BE ON THE RIGHT JUST PAST POPLAR SPRINGS RD OVERPASS	56.0	21	497
26	SE	206	HARTWELL DR	<i>Waterline</i>	SIMPLE OVERLAY	NORTH ON ROCHESTER HWY FROM SENECA, RIGHT ON OLD CLEMSON HWY, WILL BE ON THE LEFT PAST LAWRENCE BRIDGE RD (HANOVER HILLS SUB)	56.3	20	3401
27	SE	365	EDGEWATER DR		SIMPLE OVERLAY	EAST ON SHILOH RD, RIGHT ON CARRADINE RD, WILL BE ON RIGHT PAST PRIDEMORE DR	56.3	21	738
28	CH	86	FOREST RD		SIMPLE OVERLAY ROAD WIDENING	WEST ON HIGHLANDS HWY FROM WALHALLA, RIGHT ON HWY 107, WILL BE FIRST LEFT AFTER AZALEA LN.	58.0	18	2116
29	WA	355	PINE ACRE CT		VARIABLE MILL	KEOWEE SCHOOL RD FROM BOUNTYLAND IN SENECA, RIGHT ON BIGGERSTAFF RD, LEFT ON FAIRVIEW CHURCH RD, LEFT ON CREST POINTE DR, LEFT ON CROSSOVER DR, WILL BE ON THE LEFT. CRESTVIEW SUB	58.0	20	924
30	SE	335	FERNCLIFF DR		SIMPLE OVERLAY ROAD WIDENING	EAST ON SHILOH RD FROM SENECA, RIGHT ON CARRADINE RD, WILL BE FIRST STREET ON RIGHT	59.0	19	825
31	SE	450	HORSE HEAD POINT DR (400 LF OF <i>Backslope</i> )		RECONSTRUCT MILL IN PLACE	NORTH ON ROCHESTER HWY FROM BY-PASS 123 IN SENECA, RIGHT ON OLD CLEMSON HWY, LEFT ON BAYSHORE DR, RIGHT ON STILLWATER DR, RIGHT ON PINE PLANTATION TR, LEFT BACK ONTO STILLWATER DR, WILL BE ON THE RIGHT.(STILLWATER SUB)	59.0	22	2087
32	WA	134	HILLSIDE DR	<i>Waterline</i>	RECONSTRUCTION MILL IN PLACE / ROAD WIDENING	NORTH ON PICKENS HWY FROM WALHALLA, LEFT ON FAIRFIELD RD, RIGHT ON PICKET POST RD, RIGHT ON BREWER RD, RIGHT ON FOREST ACRES CR, WILL BE FIRST STREET ON LEFT (FOREST ACRES SUB)	59.0	18	1738
33	WA	341	BIMINI DR		VARIABLE MILL	NORTH ON KEOWEE SCHOOL RD FROM BLUE RIDGE BLVD IN SENECA, RIGHT ON ABACO LN, WILL BE ON THE LEFT. CLEARWATER SUB	59.0	20	703

34	WA	183	SPRINGDALE DR <i>Waterline</i>	SIMPLE OVERLAY ROAD WIDENING	NORTH HWY 11 FROM WEST UNION, APPROXIMATELY ONE MILE, WILL BE ON THE RIGHT (SPRINGDALE SUBDIVISION)	59.7	18	1640
35	SE	321	SHOOK RD (888 LF OF <i>Backslope</i> )	SIMPLE OVERLAY	WEST ON SANDIFER BLVD FROM SENECA, RIGHT ON RICHLAND RD AT OCONEE COUNTRY CLUB, WILL BE ON THE LEFT, CAN BE ACCESSED FROM SOUTH HWY 11 TO RICHLAND RD, EAST APPROX THREE MILES, WILL BE ON RIGHT	60.0	23	888
36	WA	261	CREST DR <i>Waterline</i>	RECONSTRUCTION MILL IN PLACE	NORTH ON KEOWEE SCHOOL RD FROM BLUE RIDGE BLVD IN SENECA, RIGHT ON JANDA RD WILL BE ON THE LEFT PAST N RIDGE DR.	60.0	22	295
37	CE	136	DESIREE DR	RECONSTRUCTION MILL IN PLACE / ROAD WIDENING	WEST ON WEST OAK HWY FROM SOUTH HWY 11, LEFT ON STADIUM DR, WILL BE ON THE RIGHT	65.0	18	1317

**Drawing 1 – Simple Overlay**  
**Road Widening (Includes Intermediate)**  
**Sheet 1 of 2**

All costs associated with the placement of the intermediate for road widening will be paid by the unit cost per SY of Simple Overlay Road Widening.



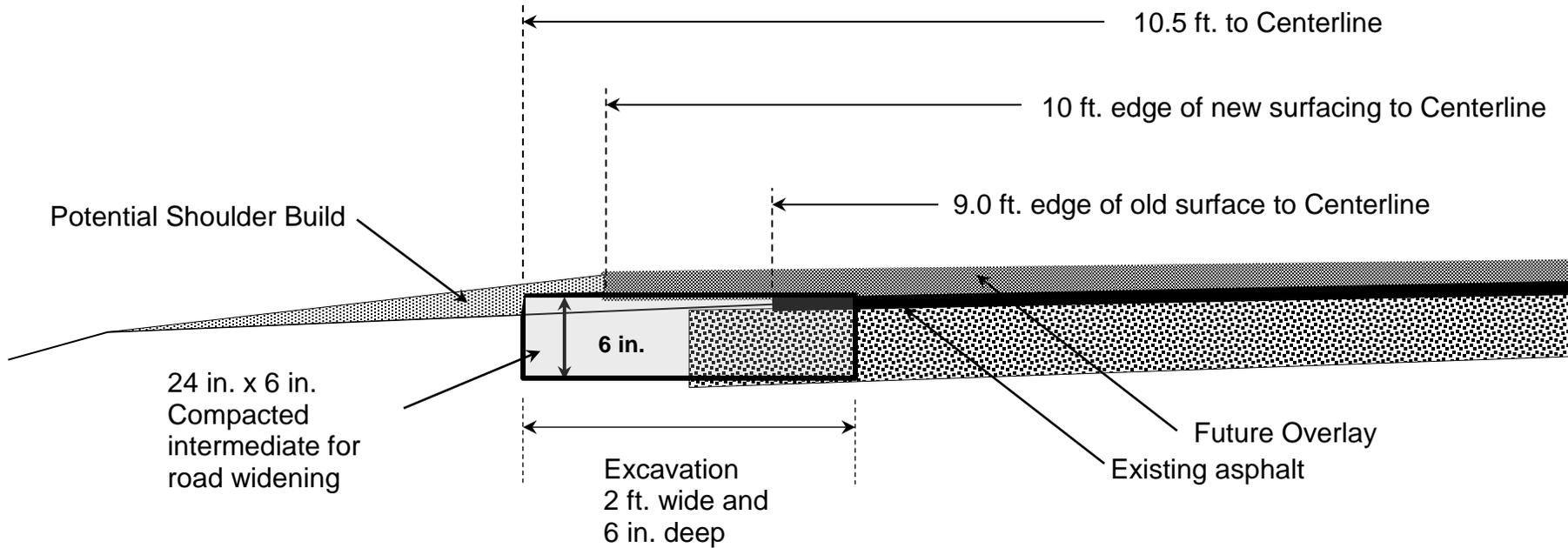
The outside edge for the milling shall be established by the planned width of the road plus one foot measured from the centerline. The minimum width cutting drum shall be used to minimize the cutting into the old asphalt and original base material.

For example: A road with a present surface width 18 ft., planned surface width 20ft., base width must be 21 ft.

The outside edge of the area to be milled shall be 10.5 ft. from the centerline. The **drum width to mill for this road shall be 2 ft.** so only 0.5 ft. of the old road is milled and the 6 in. of intermediate is laid in a 2 ft. width.

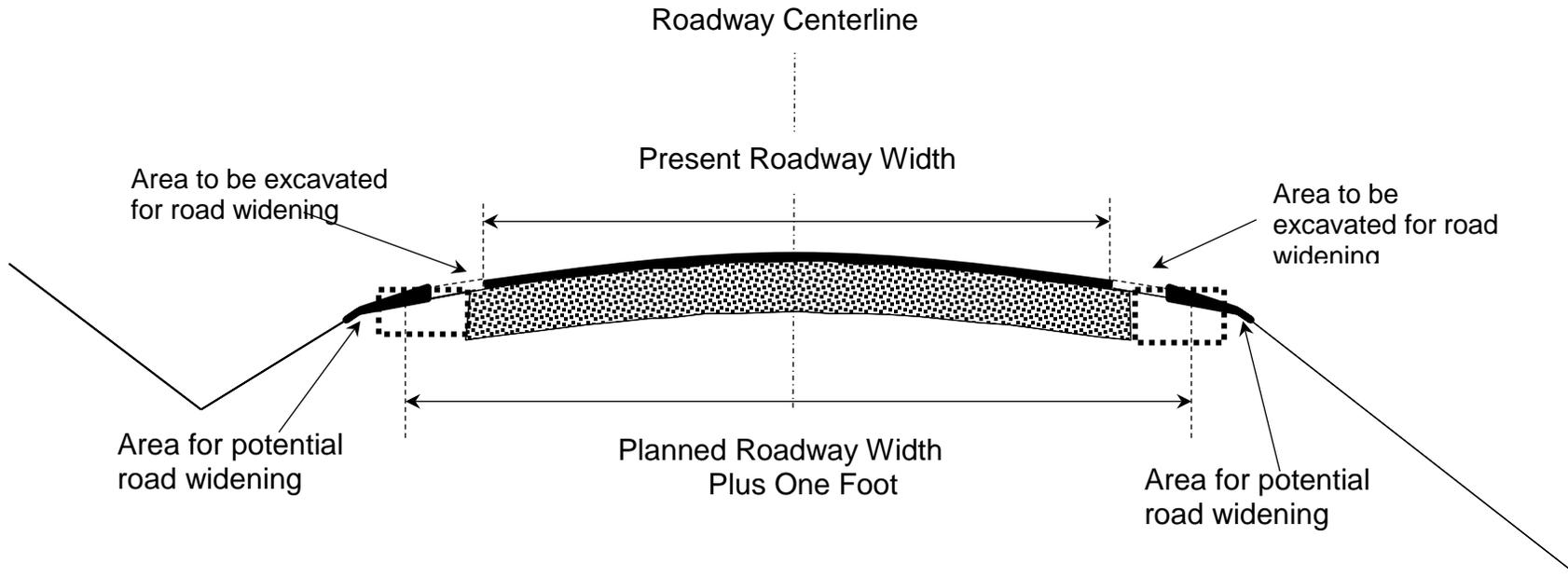
There shall be an established line, center or edge, for the operators to mill and place the asphalt with a smooth edge. See the next page for a blow up of the area to be excavated for more detail.

**Drawing 1 – Simple Overlay**  
**Road Widening (Includes Intermediate)**  
**Sheet 2 of 2**



**Drawing 2 – Reconstruction Mill  
In Place Road Widening**  
**Sheet 1 of 2**

All costs associated with the reconstruction, excavation, removal, and placement of stone for road widening will be paid by the unit cost per SY of Reconstruction Mill in Place Road Widening. Hauling of stone will be paid by the unit cost per ton of hauling county stone. Setup will be paid for by the unit cost per SY for set up.

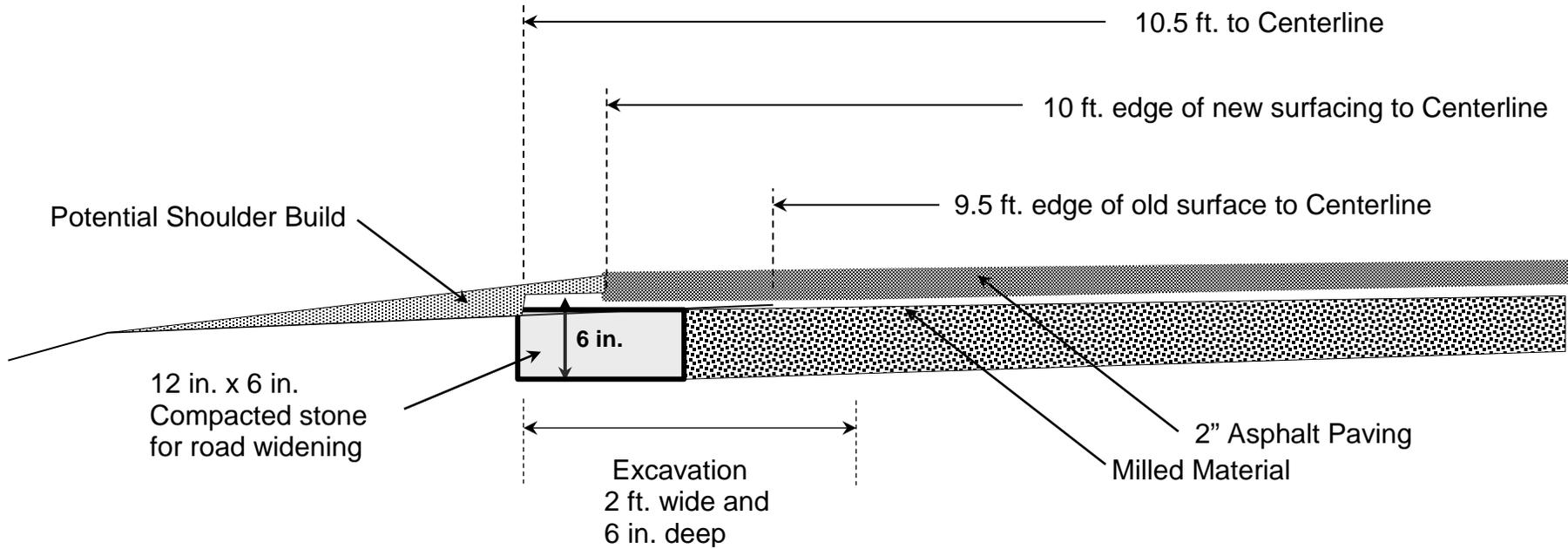


The outside edge for the excavation shall be established by the planned width of the road plus one foot.

For example: A road with a present surface width 19 ft., planned surface width 20ft., base width must be 21 ft. The outside edge of the area to be excavated shall be 10.5 ft. from the centerline.

There shall be an established line, center or edge, for the operators to excavate and place the stone. See the next page for a blow up of the area to be excavated for more detail.

**Drawing 2 – Reconstruction Mill  
In Place Road Widening**  
**Sheet 2 of 2**



## COUNTY OF OCONEE

Procurement Office, 415 S. Pine Street, Room 104, Walhalla, SC 29691

Phone: (864) 638-4141 / Fax: (864) 638-4142

### BID FORM

**BID NUMBER:** ITB 15-23 **DATE:** June 7, 2016

**OPENING DATE AND TIME:** June 30, 2016 @ 2:00 pm

**OPENING LOCATION:** Oconee County Procurement Office  
County Administrative Building, Room 100  
415 S. Pine Street, Walhalla, SC 29691

**PROCUREMENT OF:** Road Paving 2016-2017

Approx Qty	Unit	Description	Unit Price	Total Estimated
11,013	Ton	Surface, Type C, w/SCDOT Stone Specs		
2,511	Ton	Intermediate, Type C, Patching w/SCDOT Stone Specs		
43,096	SY	Milling in place		
3,419	SY	Variable Milling		
357	CY	Excavation with Removal		
5,043	SY	Reconstruction Mill in Place Road Widening		
4,839	SY	Simple Overlay Road Widening (Includes Intermediate)		
7,684	TON	Hauling county stone		
52,342	SY	Set Up		
66	SY	Concrete Driveway Removal		
1,945	CY	Unsuitable Material		
5,834	SY	Geogrid Material		
2,205	CY	Shoulder Build		
26,438	SY	Seeding		
15	Each	Compaction Test		
15	Each	Core Testing		
15	Each	Nuclear Testing		
<b>*DO NOT WRITE IN ANY ADDITIONAL PRICING. ALL COST SHALL BE INCLUDED IN UNIT PRICE*</b>				
<b>Contractor's Grand Total</b>				

**FIRM NAME:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Print Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**By signing this Bid Form, the Bidder acknowledges that he/she has read this document and understands the provisions, agrees to be bound by its terms and conditions, will adhere to scheduling requirements stated herein and is capable of providing all required products and/or services.**

**REFERENCE FORM**

(Please use this form or similar copy)

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

1. Name of Owner of Project: \_\_\_\_\_  
Brief description including Location: \_\_\_\_\_

\_\_\_\_\_

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

2. Name of Owner of Project: \_\_\_\_\_  
Brief description including Location: \_\_\_\_\_

\_\_\_\_\_

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

3. Name of Owner of Project: \_\_\_\_\_  
Brief description including Location: \_\_\_\_\_

\_\_\_\_\_

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

**SUBCONTRACTOR FORM**

Name & Address	Description of work to be preformed	Dollar Value of Subcontractor's Work
1.		
		\$
2.		
		\$
3.		
		\$
4.		
		\$
5.		
		\$
6.		
		\$

**DBE SUBCONTRACTORS**

DBE SUBCONTRACTORS NAMES & ADDRESSES	SUBCONTRACT WORK ITEM	DOLLAR VALUE OF SUBCONTRACT WORK
1.		
2.		
3.		
4.		
5.		
6.		

Total dollar Value of Subcontract Work:

Total Dollar Value of DBE Subcontract Work:

Total Dollar Value of Base Bid:

DBE Percent of Total:

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

CONTRACTOR: \_\_\_\_\_

SIGNED: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**CERTIFICATE OF FAMILIARITY AND NON-COLLUSION**

The undersigned, having fully familiarized himself with the information contained within this entire solicitation and applicable amendments, submits the attached bid and other applicable information to the County, which I verify to be true and correct to the best of my knowledge. I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies or equipment, and is in all respects, fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid. I further certify that this bid is good for a period of sixty (60) days, unless otherwise stated.

\_\_\_\_\_  
Company Name (as registered with the IRS)

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Correspondence Address

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phone #

\_\_\_\_\_  
Fax #

\_\_\_\_\_  
E-mail Address

\_\_\_\_\_  
Mobile Phone #

\_\_\_\_\_  
S. C. CONTRACTOR'S LICENSE #

\_\_\_\_\_  
Remittance Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Phone #

\_\_\_\_\_  
Toll-Free Phone #, if available

\_\_\_\_\_  
Federal Tax ID Number

\_\_\_\_\_  
SC Sales and Use Tax Number



STATE OF SOUTH CAROLINA  
 DEPARTMENT OF REVENUE  
**NONRESIDENT TAXPAYER  
 REGISTRATION AFFIDAVIT  
 INCOME TAX WITHHOLDING**

**I-312**  
 (Rev. 7/2008)  
 3323

Mail to: The company or individual you are contracting with.

The undersigned non-resident taxpayer on oath, being first duly sworn, hereby certifies as follows:

1. Name of Nonresident Taxpayer: \_\_\_\_\_
2. Trade Name, if applicable (Doing Business As):  
 \_\_\_\_\_
3. Mailing Address: \_\_\_\_\_
4. Federal Identification Number: \_\_\_\_\_
5. \_\_\_\_\_ Hiring or Contracting with:  
 Name: \_\_\_\_\_  
 Address: \_\_\_\_\_
- \_\_\_\_\_ Receiving Rentals or Royalties From:  
 Name: \_\_\_\_\_  
 Address: \_\_\_\_\_
- \_\_\_\_\_ Beneficiary of Trusts and Estates:  
 Name: \_\_\_\_\_  
 Address: \_\_\_\_\_

6. I hereby certify that the above named nonresident taxpayer is currently registered with (check the appropriate box):

- The South Carolina Secretary of State or
- The South Carolina Department of Revenue

Date of Registration: \_\_\_\_\_

7. I understand that by this registration, the above named nonresident taxpayer has agreed to be subject to the jurisdiction of the South Carolina Department of Revenue and the courts of South Carolina to determine its South Carolina tax liability, including estimated taxes, together with any related interest and penalties.

8. I understand the South Carolina Department of Revenue may revoke the withholding exemption granted under Code Sections 12-8-540 (rentals), 12-8-550 (temporarily doing business or professional services in South Carolina), and 12-8-570 (distributions to nonresident beneficiary by trusts or estates) at any time it determines that the above named nonresident taxpayer is not cooperating with the Department in the determination of its correct South Carolina tax liability.

The undersigned understands that any false statement contained herein could be punished by fine, imprisonment or both.

Recognizing that I am subject to the criminal penalties under Code Section 12-54-14 (B) (6) (a) (i), I declare that I have examined this affidavit and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Nonresident Taxpayer (Owner, Partner or Corporate Officer, when relevant) \_\_\_\_\_ (Seal) \_\_\_\_\_ Date \_\_\_\_\_

If Corporate officer state title \_\_\_\_\_

\_\_\_\_\_  
 (Name - Please Print)

33231010

**BIDDER'S QUESTION SUBMITTAL FORM**

**FOR QUESTIONS RELATED TO BID # 15-23,  
ROAD PAVING 2016-2017**

**Deadline for submitting a question is Tuesday, June 21, 19, 2016 @ 2:00 pm.**

**If possible, please submit your questions via e-mail to the buyer assigned to this bid. Buyer's contact information is listed below.**

**Name: Robyn M. Courtright  
Title: Procurement Director  
E-mail: rcourtright@oconeesc.com  
Phone: 864-364-5298**

**If you do not have access to e-mail, you may use the form below to fax questions to (864) 638-4142.**

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Company Name: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone #: (\_\_\_\_) \_\_\_\_\_ Fax #: (\_\_\_\_) \_\_\_\_\_

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*(PLEASE REFER TO PAGE AND PARAGRAPH NUMBER FROM THE BID, WHEREVER POSSIBLE)*

## Sample Contract

### STATE OF SOUTH CAROLINA COUNTY OF OCONEE

THIS AGREEMENT made and entered into this \_\_\_ day of \_\_\_\_\_, 2016 , by and between OCONEE COUNTY, South Carolina (hereinafter “the COUNTY”) and, \_\_\_\_\_ (hereafter “the CONTRACTOR”).

#### **1. SCOPE OF WORK**

For and in consideration of the **Unit prices** hereinafter specified, (see Attachment A Bid Form), CONTRACTOR agrees to perform on behalf of the COUNTY certain road construction and asphalt surfacing at the direction of Oconee County, the total of such work not to exceed \$\_\_\_\_\_ dollars. The Roads and Bridges Manager of Oconee County shall elect roads to be constructed by the CONTRACTOR at the prices stated in the contractor’s bid proposal.

#### **PROGRESS PAYMENTS**

Payments are to be made for work described above on the tenth (10th) day of the month or as mutually agreed to in writing by the County and the Contractor. However, CONTRACTOR agrees to pay, as liquidated damages, the sum of five hundred (\$500.00) dollars per day for all days in excess of agreed completion date listed below under Section 3, Contract Period.

The COUNTY shall retain 10% of all payments to insure payments insure full compliance with the contract.

#### **CONTRACT PERIOD**

The Contract Period and effective term of the Agreement shall run on or about **July 20, 2016**, until **June 30, 2017**, unless the parties mutually agree in writing to extend the same.

#### **OBLIGATIONS OF CONTRACTOR**

The CONTRACTOR shall furnish, for a contract price specified herein, all labor, materials, equipment, machinery and supplies necessary to perform and complete construction and asphalt surfacing of the roads according to the general plans and specifications, to cause to be paid subcontractors, material, men and suppliers for such equipment, as well as any lessors thereof.

CONTRACTOR agrees to comply with all Federal, state and local laws and regulations with regard to road construction and paving.

CONTRACTOR shall employ certified personnel and equipment to prepare daily analysis reports that provide information regarding plant mix, including bitumen content, gradation, marshal stability. The COUNTY shall be supplied with a copy of this daily analysis report. If CONTRACTOR is running State work and COUNTY work simultaneously, the CONTRACTOR will submit a copy of the State’s analysis report in lieu of a separate report for the COUNTY work. COUNTY reserves the right, at its discretion, to employ a qualified independent testing agency to perform testing at the plant site or from the product delivered to the job site, using CONTRACTOR’S equipment at no additional cost to the COUNTY, to verify that specified mix design is being batched.

## Sample Contract

- a. Prior to any payments, CONTRACTOR will furnish to the COUNTY a performance bond and payment surety in the penal sum of \$\_\_\_\_\_ dollars issued by a good and sufficient surety company licensed to do business in the State of South Carolina. Said bond shall be acquired by the CONTRACTOR at its own expense and provide appropriate provisions warranting that the construction and work performed by the CONTRACTOR or its employees or subcontractors shall be free of defects in workmanship and materials for a period of one (1) year from date of acceptance of the total contract by the COUNTY.
- b. CONTRACTOR will furnish to the COUNTY proof to the satisfaction of the County that the CONTRACTOR is licensed to do business in the State of South Carolina.
- c. CONTRACTOR shall submit proof of valid policies currently in force for worker's compensation insurance for all employees of the CONTRACTOR, as well as Commercial General Liability insurance of at least \$2,000,000 limit.
- d. CONTRACTOR shall furnish at all times in all phases of construction qualified key personnel including, but not limited to, operators, laborers, one foreman, plus sufficient trucks and drivers.
- e. CONTRACTOR may assign only one crew at a time per road to COUNTY work, unless approved by the Oconee County Roads and Bridges Manager at least 24-hours prior to second crew beginning work. No asphalt work is authorized without an Inspector on site. Any work done without an Inspector present is subject to removal and replacement solely at the CONTRACTOR'S expense.

## **2. DUTIES AND OBLIGATIONS OF THE COUNTY**

- a. COUNTY shall pay CONTRACTOR for work and service performed by it according to the provisions of this agreement in the manner specified herein.
- b. The COUNTY warrants that it has sufficient and valid right-of-ways for the roads upon which CONTRACTOR is to perform services. The COUNTY will, on a regular basis, consult with and be available for direction and designation of work to be done according to the terms of the Agreement, in such a matter as to prevent undue stoppage or delay of work on the part of the CONTRACTOR.
- c. Notwithstanding any other provisions of this agreement, the parties understand and agree that nothing herein shall require the COUNTY to designate any specific amount of work for the CONTRACTOR and its crew to perform and may elect to work or cause to be reworked only such of its roads as it deems to be in the best interests and needs, not to exceed the maximum contract sum specified herein, all without the consent of the CONTRACTOR.

3. GOVERNING LAW

- a. The parties mutually agree that the terms and conditions hereof shall be governed by and construed under the laws of the State of South Carolina, and that any controversy hereunder shall be submitted to and come within the jurisdiction of the Courts of Oconee County, S.C.
- b. The specifications and bid package #15-23, which was duly awarded by the Oconee County Council are hereby made an integral part of this contract by reference and is to be adhered to unless specifically altered by this contract.

TO ALL OF WHICH the parties have heretofore agreed, and in witness whereof have hereunto placed their Seals and cause these present to be executed by their officers and agents authorized to do so this date and date first above written.

Signed and Delivered  
In the Presence of:  
(As to County)

OCONEE COUNTY

\_\_\_\_\_  
  
\_\_\_\_\_

By: \_\_\_\_\_  
T. Scott Moulder,  
County Administrator

(As to Contractor)

\_\_\_\_\_  
  
\_\_\_\_\_

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

# BID SUBMITTAL CHECKLIST

**The following items shall be returned with your bid proposal:**

- BID BOND IN THE AMOUNT OF 5% OF THE TOTAL BID AMOUNT.  
Note: Performance Bond (Page 4) and Proof of Insurance coverage (Page 10) are required from the awarded contractor within 10 days after the award is made and accepted.

**ONE ORIGINAL OF THE FOLLOWING ITEMS:**

- BID FORM (page 35)
- REFERENCE FORM (page 36)
- LISTING OF ALL PROPOSED SUBCONTRACTORS – Use form provided on page 37
- LISTING OF ALL PROPOSED DBE/WBE SUBCONTRACTORS – Use form provided on Page 38. Note: If no DBE or WBE subcontractors are available, attach documentation as explained in Item 14 on page 13.
- CERTIFICATE OF FAMILIARITY & NON-COLLUSION (page 39)
- NON-RESIDENT TAXPAYER REGISTRATION AFFIDAVIT (page 40)  
(This form is required if Bidder's main office is located outside of South Carolina)
- COPY OF CONTRACTOR'S LICENSE – Showing that the Bidder is a Group 5 General Contractor Certified for Asphalt, Paving, and Grading as specified by South Carolina Department of Labor, Licensing and Regulation for Contractors (see requirement on page 14 of bid document).

**ANY DEVIATIONS FROM REQUIRED SPECIFICATIONS SHOULD BE EXPLAINED AND INCLUDED WITH YOUR BID.**

The purpose of the Bid Submittal Checklist is to remind bidders of general documents required with your bid submittal. It is the bidder's responsibility to include any additional documents requested in the bid that may not be listed on this checklist.