

2020 C-PROGRAM
STREET RESURFACING

PROJECT MANUAL

January 2020

CITY OF NORTH AUGUSTA
Engineering Department

100 GEORGIA AVENUE
NORTH AUGUSTA, SOUTH CAROLINA 29841
(803) 442-5700 Fax: (803) 441-4232



South Carolina's Riverfront

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ADVERTISEMENT FOR BIDS

The City of North Augusta will receive bids for the **2020 C-Program Street Resurfacing** until **11:00 am on Thursday February 20, 2020** at which time all bids will be publicly opened and read.

The project consists of resurfacing of approximately 2.47 miles of State secondary roads. All work performed under this Contract shall conform to the most recent edition of SC Department of Transportation Standard and Specifications.

The complete examination and understanding of the construction plans and specifications and the site of the proposed work is necessary in order for the bidder to properly submit a proposal. Copies of the proposal form and contract documents including the specifications and drawings are available **at no charge** from the City of North Augusta Engineering Department, 100 Georgia Avenue, North Augusta, South Carolina 29841.

Bidders must be Prequalified Prime Contractors by the SC Department of Transportation.

This project is partially funded with state source highway funds, and is subject to the requirements for participation of Disadvantaged Business Enterprises (DBEs) set forth in The State Set-Aside Law (South Carolina Code Section 12-28-2930).

The City of North Augusta, in accordance with Title VI of the Civil Rights Act of 1964, (78 Stat. 252, 42 U.S.C §§2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

Each proposal shall be accompanied by a certified check, a bid bond or other acceptable collateral executed by the Bidder and Surety, in the amount of five percent (5%) of the total amount of the bid, made payable to **City of North Augusta**, and submitted as a proposed guaranty of good faith that the Bidder will enter into a contract with the Owner and execute the work contemplated, if the same is awarded to him.

The Owner reserves the right to reject any or all bids, and parts of any bid, and to waive formalities and technicalities.

Bids will be required to remain open for acceptance or rejection for thirty (30) calendar days after the date of opening the bids.

Address all the bids to the undersigned, marking on outside of envelope “2020 C-PROGRAM STREET RESURFACING” Clearly indicate contractor’s South Carolina State Contractor’s license number on the OUTSIDE of the envelope.

Attn: Mr. Thomas Zeaser, P.E., Director of Engineering & Public Works
100 Georgia Avenue
North Augusta, South Carolina 29841

For inquiries call (803) 442-5700 or email tzeaser@northaugusta.net.

INSTRUCTIONS TO BIDDERS

- A. PROPOSALS: All proposals must be presented in a sealed envelope, addressed to the Owner. All bids must have their State Contractor's license number clearly posted on the OUTSIDE of the bid package AND labeled: "2020 C-Program Street Resurfacing". The proposal must be filed with the Owner on or before the time stated in the Invitation for Bids. Mailed proposals will be treated in every respect as though filed in person and will be subject to the same requirements.

Proposals received subsequent to the time stated will be returned unopened. Prior to the time stated any proposal may be withdrawn at the discretion of the bidder, but no proposal may be withdrawn for a period of thirty (30) days after bids have been opened, pending the execution of a contract with the successful bidder.

- B. BID DEPOSIT: Each proposal shall be accompanied by a deposit of cash or certified check for five percent (5%) of the amount of the proposal, and any proposal not accompanied by such deposit shall be absolutely void and will not be considered. Checks shall be drawn on a bank or trust company insured by the Federal Deposit Insurance Corporation and shall be payable to the order of the Owner. The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required within (10) days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.

In lieu of the bid deposit required herein, the bidder may execute a bid bond for the same amount. The form of Bid Bond required under these bidding documents will be AIA Document A310-2010 Bid Bond, published by the American Institute of Architects. Surety shall meet all requirements relating to the performance bond required in Paragraph H.

- C. EXAMINATION OF WORK: Each bidder shall, by careful examination, satisfy himself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the facilities needed preliminary to and during the execution of the work, the general and local conditions, and all other matters which can in any way affect the work or the cost thereof under the contract. No verbal agreement or conversation with any officer, agent or employee of the Owner, either before or after the execution of the contract, shall affect or modify any of the terms or obligations therein.
- D. ADDENDA AND INTERPRETATIONS: No interpretation of the meaning of the plans will be made to any bidder orally. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be sent by certified mail with return receipt requested to all prospective bidders. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the

Contract Documents. Bidder shall indicate in the space provided on the Bid Form all addenda received.

- E. PREPARATION OF BIDS: Bids shall be submitted on the forms provided and must be signed by the bidder or his authorized representative. The person signing the bid shall initial any corrections to entries made on bid forms.

Bidders must quote on all items appearing on the bid forms, unless specific directions in the advertisement, on the bid form, or in special conditions allow for partial bids. Failure to quote on all items may disqualify the bid. When quotations on all items are not required, bidders shall insert the words "No Bid" where appropriate.

Alternative bids will not be considered unless specifically called for.

- F. BASIS OF AWARD: The bids will be compared on the basis of the total pricing which will include and cover the furnishing of all materials and the performance of all labor requisite or proper, and completing of all work called for under the accompanying contract, and in the manner set forth and described in the specifications.

Where estimated quantities are included in certain items of the proposal, they are for the purpose of comparing bids. While they are believed to be close approximations, they are not guaranteed, and settlement will be made for such items upon the basis of the work actually executed at the unit prices in the proposal as accepted. In case of error in the extension of prices in a proposal, unit bid prices shall govern.

- G. BIDDER'S QUALIFICATIONS: No proposal will be received from any bidder unless he can present satisfactory evidence that he is skilled in work of similar nature to that covered by the Contract and has sufficient assets to meet all obligations to be incurred in carrying out the work. If required, he shall submit with his proposal, sealed in a separate envelope, a **FINANCIAL, EXPERIENCE AND EQUIPMENT STATEMENT**, giving reliable information as to working capital available, plant, equipment, and his experience and general qualifications. The Owner may make such investigations as are deemed necessary to determine the ability of the bidder to perform the work and the bidder shall furnish to him all such additional information and data for this purpose as may be requested. The Owner reserves the right to reject any bid if the evidence submitted by the Bidder, or investigation of him fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein. Part of the evidence required above shall consist of a list of names and addresses of not less than five (5) firms or corporations for which the bidder has done similar work. **See Section A of the Special Conditions for specific requirements regarding asphalt mixes, Contractor qualifications, and testing requirements.**

- H. TIME LIMIT: The time allowed for completion of all work under this Contract, shall be AS SHOWN IN THE SPECIAL CONDITIONS OF THIS CONTRACT (the "Time Limit").
- I. COMMENCING WORK: Immediately upon completion of Contractual agreements, the Contractor shall submit to the Engineer for approval a construction schedule arranged to be within the Contract Time Limit.
- J. PERFORMANCE AND PAYMENT BONDS: At the time of entering into the Contract, the Contractor shall give a performance bond and a labor and material payment bond to the Owner for the use of the Owner and all persons doing work or furnishing skill, tools, machinery or materials under or for the purpose of such Contract, conditional for the payment as they become due, of all just claims for such work, tools, machinery, skill and materials, for the completion of the Contract according to its terms, for saving the Owner harmless from all costs and charges that may accrue on account of the doing of the work specified, and for the compliance with the laws appertaining thereto. Performance and Payment Bond shall be AIA Document A312-2010. Said bonds must be a substantial surety company satisfactory to the Owner and authorized by law to do business in the state in which the work is located.
- Attorneys-in-fact who sign bonds must file with each copy thereof a certified and effectively dated copy of their powers of attorney.
- K. DETERMINATION OF LOW BID: The Contract will be awarded, if it is awarded, to the lowest responsible bidder. The Owner, in its sole discretion, will decide which is the lowest responsible bidder.
- L. REJECTION OF BIDS: These proposals are asked in good faith, and awards will be made as soon as practicable, provided satisfactory bids are received. The right is reserved, however, to waive informalities in bidding, to reject any or all proposals, or to accept a bid other than the lowest submitted if such action is deemed to be in the best interest of the Owner.
- M. SOUTH CAROLINA SALES TAX: Bidders shall include in amounts bid in the Proposal an allowance for payment of State Sales Tax on all taxable materials specified to be furnished by the Contractor and incorporated into the Work under this Contract.
- N. REFERENCE SPECIFICATIONS: In order to reduce the bulk of the Specifications, all construction shall be in accordance with the most recent edition of the South Carolina Standard Specifications for Highway Construction in addition to the Standard and Special Provisions included herewith. Should there be any conflicts between the referenced Standard Specifications and the Specifications of this Contract, the latter prevails.
- O. WORK ON STATE HIGHWAYS: All work included herein is within the SCDOT right-of way. All construction work must be conducted in conformance with the

encroachment permit(s) issued by the SCDOT, copies of which will be provided by the Owner. **See Section A of the Special Conditions for specific requirements regarding asphalt mixes, Contractor qualifications, and testing requirements.**

- P. **DBE REQUIREMENTS:** This project is partially funded with state source highway funds, and is subject to the requirements for participation of Disadvantaged Business Enterprises (DBEs) set forth in The State Set-Aside Law (South Carolina Code Section 12-28-2930). Therefore, there is a goal set for participation of DBEs in this contract shown in Section 1 below.

Regardless of whether a contract goal is specified in Section 1, the Contractor shall not discriminate on the basis of race, color, national origin, or gender in the performance of this contract.

1. **DBE Contract Goal:**

The goal for DBE participation for this contract is shown below as the percentage of the total contract amount bid by the Contractor.

Disadvantaged Business Enterprises Contract Goal 5%

The Contractor shall exercise all necessary and reasonable steps to ensure that DBEs perform services or provide materials on this contract in an amount that meets or exceeds the DBE contract goal. Submitting the bid proposal shall constitute an agreement by the bidder that it will meet or exceed the DBE contract goal or make good faith efforts to meet the goal.

2. **DBE Committal:**

Each bidder shall enter all the information regarding how it intends to meet the DBE goal on the sheet entitled "DISADVANTAGED BUSINESS ENTERPRISES (DBE) COMMITMENT SHEET" in the Proposal Section of this document. The listing of DBEs shall constitute a commitment by the bidder to utilize the listed DBEs.

In meeting the DBE contract goal, the bidder shall use only SCDOT certified DBEs included in the "Directory of Certified Disadvantaged Business Enterprises" (hereinafter referred to as the "DBE Directory") (see Section 6 below).

Failure to provide all information required in the DBE Committal Sheet may result in the contract being awarded to the next lowest responsible bidder.

The following information must be entered in the bid:

- a. The names and addresses of certified DBEs whose services or materials will be used in the contract.
 - b. Work Type and Work Code selected from a drop-down list. When one of these is selected, the other will be filled in automatically.
 - c. An Item of work, approximate Quantity of work to be performed or materials to be supplied, Unit (of measurement), Unit Price, and the extended dollar amount of participation by each DBE listed.
 - 1) Item: The Item is the bid item with which the DBE will be associated and must be selected from the Schedule of (Bid) Items found in the drop-down list. If the proposed work is for only a portion of an Item of work (i.e. hauling of materials, tying of reinforced steel, etc.) an adequate description of this work shall be included in the Note block.
 - 2) Quantity. Unit. & Unit Price: Initially when an Item is selected, the contract quantity, unit, and the bidder's unit price and extension will appear. If the proposed work is for only a portion of an item as described in (1) above, then the Quantity, Unit Price and /or Extension shall be changed to reflect the actual amount of work committed to the DBE. The Unit (of measurement) cannot be changed.
 - d. The bidder must also submit a copy of a signed statement or quote from each of the DBEs listed in the DBE Committal List folder of the bid. The signed statements or quotes should verify the items, quantities, units, unit prices, and dollar values listed in the DBE Committal List of the bid. COPIES OF THE SIGNED STATEMENTS MUST BE SUBMITTED TO THE CITY OF NORTH AUGUSTA WITHIN THREE (3) CALENDAR DAYS OF THE BID LETTING. The City will accept facsimiles of the verified statements with the caveat that the bidder must furnish the original document upon request.
3. Good Faith Efforts requirements:
- a. Requirements for Submission for Approval of a Good Faith Effort. If the bidder does not meet the DBE contract goal through the DBE committals submitted with the bid, the bidder may submit additional information to satisfy the City of North Augusta that good faith efforts have been made by the bidder in attempting to meet the DBE contract goal. THIS INFORMATION MUST BE FURNISHED TO THE CITY OF NORTH AUGUSTA IN WRITING WITHIN THREE (3) DAYS OF THE LETTING. One complete set and five copies of this information must be received in the office

of the Engineer no later than 12:00 noon of the third day following the letting. Where the information submitted includes repetitious solicitation letters, it will be acceptable to submit a sample representative letter along with the list of the firms being solicited. The documented efforts listed in item (C.) below are some of items the City will consider in evaluating the bidder's good faith efforts. The documentation may include written subcontractor quotations, telephone log notations of verbal quotations, or other types of quotation documents.

- b. Failure to Submit Required Material. If the bidder fails to provide this information by the deadline, the City may impose one or more of the following sanctions:
 - 1) Disqualification of the bidder and any affiliated companies from further bidding for a period of time not to exceed 90 days from the date of disqualification as established in notification by certified mail;
 - 2) Disqualification of the bidder and any affiliated companies for award of all contracts for which bids have been received and opened; or,
 - 3) Disqualification of the bidder from the contract in question.

- c. Evaluation of a Good Faith Effort. The City may consider the following factors in judging whether or not the bidder made adequate and acceptable good faith efforts to meet the DBE contract goal:
 - 1) Did the bidder attend any pre-bid meetings that were scheduled by the City to inform DBEs of subcontracting opportunities?
 - 2) Did the bidder provide solicitations through all reasonable and available means (for example, advertising in newspapers owned by and targeted toward DBEs) at least 10 days prior to the letting; or did the bidder provide written notice to all DBE's listed in the SCDOT DBE Directory that specialize in the areas of work in which the bidder will be subcontracting?
 - 3) Did the bidder follow-up initial solicitations of interests by contacting DBEs to determine with certainty whether they were interested or not? If a reasonable amount of DBEs in the area of work do not provide an intent to quote, or there are no DBEs that specialize in the area of work to be subcontracted, did the bidder call the SCDOT Office of DBE Program Development to give notification of the bidder's inability to obtain DBE quotes?
 - 4) Did the bidder select portions of the work to be performed by DBEs in order to increase the likelihood of meeting the contract goal? This includes, where appropriate, breaking

- out contract items of work into economically feasible units to facilitate DBE participation, even when the bidder might otherwise perform these items of work with its own forces.
- 5) Did the bidder provide interested DBEs with adequate and timely information about the plans, specifications, and requirements of the contract?
 - 6) Did the bidder negotiate in good faith with interested DBEs, or reject them as unqualified without sound reasons based on a thorough investigation of their capabilities? Any rejection should be noted in writing with a description as to why an agreement could not be reached. The fact that the bidder has the ability or desire to perform the work with its own forces will not be considered as sound reason for rejecting a DBE's quote.
 - 7) Was a quote received from an interested DBE, but rejected as unacceptable because it was not the lowest quote received? The fact that the DBE's quote is not the lowest quote received will not in itself be considered a sound reason for rejecting the quote.
 - 8) Did the bidder specifically negotiate with non-DBE subcontractors to assume part of the responsibility to meet the contract goal when the work to be sublet includes potential for DBE participation?
 - 9) Did the bidder make any efforts and/or offer any assistance to interested DBEs in obtaining the necessary equipment, supplies, materials, insurance, and /or bonding to satisfy the work for items in the bid proposal?
 - 10) Any other evidence that the bidder submits which demonstrates that the bidder has made reasonable good faith efforts to include DBE participation.
 - 11) The DBE commitments submitted by all other bidders.

Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy DBE contract goals.

4. Determination and Reconsideration Procedures:

After the letting, the City will determine whether or not the low bidder has met the DBE contract goal or made good faith efforts to meet the goal. If the City determines that the low bidder failed to meet the goal and did not demonstrate a good faith effort to meet the goal, the City will notify the low bidder of its determination in writing. The low bidder may request a reconsideration of this determination. The bidder must make a request for reconsideration in writing within two (2) calendar days of receipt of the determination.

5. Consequences of Failure to Comply with DBE Provisions:

Failure on the part of the bidder to meet the DBE contract goal or to demonstrate good faith efforts to meet the DBE contract goal may result in the bid being declared non-responsive, and the award being made to the next lowest responsible bidder. The City also reserves the right to reject all bids.

6. Directory of Certified Disadvantaged Business Enterprises:

Listings of certified DBE/WBE firms can be found on the SCDOT website at Doing Business with the SCDOT > Office of Business Development and Special Programs / DBE Directory (<http://dbw.scdot.org/dbesearch/DirectoryQuery.aspx>).

The bidder is advised that this directory pertains only to DBE certification and not to qualifications. It is the bidder's responsibility to determine the actual capabilities and/or limitations of the certified DBE firms.

7. Additional DBE Participation:

The bidder is strongly encouraged to obtain the maximum amount of DBE participation feasible on the contract. Any DBE participation in excess of the DBE contract goal shall also be included in the Quarterly Reports.

BID PROPOSAL

The undersigned, as bidder, hereby declares that they are the only person or persons interested in the Proposal as principal, and no other party than those herein mentioned has any interest in this Proposal or in the Contract to be entered into; that this Proposal is made without connection with any other person, company or parties making a bid or Proposal; and that is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the Work and informed himself full in regard to all conditions pertaining to the place where the Work is to be done; that he has examined the Specifications for the Work and all contractual documents relative thereto, and has read all Special Conditions and General Conditions furnished prior to the opening of bids; that Bidder is satisfied he has sufficient information regarding the Work to prepare this proposal.

The Bidder proposes and agrees, if this Proposal is accepted, to contract with the City of North Augusta, South Carolina in the form of Contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary, and to complete the construction of the Work in complete accordance with the Specification to the full and entire satisfaction of the Owner with a definite understanding that no money will be allowed for extra work except as set forth in the Specifications.

The Bidder understands that the quantities mentioned below are approximate only and are subject to either increase or decrease and hereby proposes to perform any increased or decreased quantities or work at the Contract unit price and hereby submits the itemized Proposal as follows:

ITEM	DESCRIPTION	QUANTITY	(UM)	UNIT PRICE	TOTAL
1	Mobilization	1	LS		
2	Traffic Control	1	LS		
3	Full Depth (6" SCDOT Int. Type C) HMA Patch	1,602	SY		
4	Mill Exist. Asphalt Pavement, Variable-depth (0"-1.5")	10,146	SY		
5	HMA Surface Course (SCDOT Type C)	1,592	TON		
6	HMA Surface Course (SCDOT Type D)	1,754	TON		
7	24" White Solid Lines (STOP) – Thermo – 125 MIL	268	LF		
8	8" White Crosswalk Lines – Thermo – 125 MIL	206	LF		
9	4" Double-Yellow Solid Lines (Centerline) - Perm. Pvmt. Marking	6,630	LF		
10	4" White Solid Lines - Perm. Pvmt. Marking	10,300	LF		
11	Asphalt-Applied Detectable Warnings	80	SF		
12	Dry-Bonded Detectable Warnings	16	SF		
13	Per. Yel. Pav. Mark, Bi-Dir, 4x4	164	EA		
14	Manhole Adjustment	16	EA		
15	Water Valve Adjustment	13	EA		
				TOTAL:	

The Bidder declares that he understands the quantities shown, for unit price items, are approximate only and are subject to either an increase or a decrease, and that should the quantities be decreased, the Bidder understands that payment will be made on the basis of actual quantities utilized at the unit price bid. Bidder will make no claim for anticipated profits for any decrease in quantities, and that actual quantities will be determined upon completion of the Work, at which time adjustment will be made to the Contract amount by direct increase or decrease.

This bid respectfully submitted by:

Company

Business Address

Name of Bidder

Title

Signature of Bidder

Acknowledgement of the receipt of the following addenda:

Name of Independent SCDOT Certified Testing Firm/Individual (See Special Conditions, Section A): _____

DISADVANTAGED BUSINESS ENTERPRISES (DBE)
COMMITTAL SHEET

Information must be shown on this sheet as required by South Carolina Code Section 12-28-2930 and Section P of the Instructions to Bidders.

FAILURE TO PROVIDE ALL INFORMATION REQUIRED ON THIS FORM MAY RESULT IN THE AWARD BEING MADE TO THE NEXT LOWEST RESPONSIBLE BIDDER.

¹ Name & Address of DBE's (Subcontractor or Supplier)	² Percent	³ Description of Work and Approximate Quantity ⁶ (show percent when appropriate)				⁵ Dollar Value
		Item	Qty.	Unit	⁴ Unit Price	

- ¹ The designation of Firm A and/or B is not considered acceptable. I hereby certify that this company has communicated with and received quotes from the DBE's listed above and that they are willing to perform the work as listed above and that this company is committed to utilizing the above firm(s) on this contract.
- ² Percent - show percent of total contract amount committed to each DBE listed.
- ³ All information requested must be included unless item is listed in proposal on a lump sum basis.
- ⁴ Unit Price - show unit price quoted by DBE.
- ⁵ Dollar Value - extended amount based on Quantity and Unit Price.
- ⁶ Applies to lump sum items only.

This form may be reproduced or additional sheets added in order to provide all requested information. (See *Instructions to Bidders - Federal Projects*).

SWORN to before me _____
day _____, 20 _____ Company

Notary Public for _____ (Seal) By: _____
My commission expires: _____ Title: _____

NOTICE OF AWARD

TO:

PROJECT: 2020 C-Program Street Resurfacing
North Augusta, South Carolina

The Owner has considered the Proposal dated February 30, 2020, submitted by you for the above described work in response to its Invitation to Bid and its Instructions to Bidders.

You are hereby notified that your bid has been accepted in the amount of \$.

You are required by the Proposal Form and Instructions to Bidders to execute the Contract and furnish the required Contractor’s performance bond, payment bond and certificates of insurance within ten (10) calendar days from the date of this notice to you. If you fail to execute said agreement and to furnish said bonds within ten (10) days from the date of this notice, said Owner will be entitled to consider all your rights arising out of the Owner’s acceptance of your bid as abandoned and as a forfeiture of your bid bond. The Owner will be entitled to such other rights as may be granted by law.

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

Dated this day of, 2020.

City of North Augusta
(Owner)

By: _____
(Signature)

Thomas C. Zeaser, P.E.

Title: Director of Engineering & Public Works

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged this the ____ day of _____, 2020.

By: _____
(Signature)

(Print Name)

Title: _____

CONTRACT

THIS AGREEMENT made this _____ day of _____, 2020 by and between the City of North Augusta, hereinafter called "OWNER" and an individual doing business as _____ in the City of _____, County of _____, and State of _____, hereinafter called "CONTRACTOR".

WITNESSETH: that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

"2020 C-Program Street Resurfacing"

hereinafter called the project, for the sum of:

_____ Dollars (\$_____)

and all extra work in connection herewith, under the terms as stated in the General Conditions of the Contract; and at his own proper cost and expenses to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor insurance and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, Plans, Specifications and Contract Documents therefore prepared by the City of North Augusta Engineering Division, herein entitled by the Engineer, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to complete the project within the time limit specified in the Special Conditions section of this document.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the Contract, and to make payments on account therefore as provided in paragraph L, "Payments to Contractor", of the General Conditions.

IN WITNESS WHEREOF, the parties to this presents have executed this Contract in four (4) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

ATTEST:

OWNER
By: _____
Title: Director of Engineering and Public Works
Date: _____

ATTEST:

CONTRACTOR
By: _____
Title: _____
Date: _____

NOTICE TO PROCEED

TO:

PROJECT: 2020 C-Program Street Resurfacing
North Augusta, South Carolina

You are hereby notified to commence work in accordance with the Agreement dated, 2020 and you are to substantially complete the work no later than June 30, 2020. Liquidated damages in the amount of \$200 per day will be assessed by the Owner if the work is not completed in this time frame.

You are required to return an acknowledged copy of this NOTICE TO PROCEED to the OWNER.

Dated this day of, 2020.

City of North Augusta
(Owner)

By: _____
(Signature)

Thomas C. Zeaser, P.E.

Title: Director of Engineering & Public Works

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged this the ____ day of _____, 2020.

By: _____
(Signature)

(Print Name)

Title: _____

GENERAL CONDITIONS

- A. GENERAL: The CONTRACTOR shall comply with all laws, ordinances, rules, orders and regulations relating to the performance of the work and protection of adjacent property.
- B. PERMITS AND LICENCES: The CONTRACTOR shall secure and pay for all permits, licenses and approvals necessary for the execution of this contract. No Aiken County nor City of North Augusta building permits will be required, however. The CONTRACTOR and all SUBCONTRACTORS must possess a current ***North Augusta City Business License***.
- C. CONTRACTOR'S INSURANCE: The CONTRACTOR shall comply with all Federal, State and local laws governing compensation insurance and shall procure and maintain adequate public liability and property damage insurance, and shall protect the OWNER from any and all claims resulting in the execution of this contract. Bodily injury and automotive property damage insurance in the amount of \$500,000 to any one person and subject to the same limit for each person, in an amount of not less than \$1,000,000 on account of one accident must be maintained. Property damage in an amount not less than \$500,000 for any one-damage claim, and in an aggregate amount, not less than \$1,000,000 during a period of twelve (12) months must be maintained.
- D. INDEMNITY: The CONTRACTOR shall indemnify and save harmless the OWNER from and against all losses and claims, demands, payments, suits, actions, recoveries and judgments of every nature and description made, brought, or recovered against the OWNER by reason of any act or omission of the CONTRACTOR, his agents or employees, in the execution of the work or in guarding the same.
- E. CONTRACTOR'S BREAKDOWN OF LUMP SUM PAYMENT: The contractor shall, immediately after the contract has been awarded, submit to the Engineer for his approval, a breakdown showing estimates of all costs apportioned to the major elements of equipment, material and labor comprising the total work included under any of the lump sum items shown in the proposal. These estimates, approved, will serve as a basis for estimating payments due on all partial estimates.
- F. SUBCONTRACTING:
- a. Contractor may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors. Prior to beginning any work or prior to award of contract, if requested, Contractor shall submit for approval the name of each specialty subcontractor whose bids were used in the preparation of his proposal and whose services are intended to be employed for the contract work.

- b. Contractor shall not award any work to any subcontractor without prior written approval of the Engineer, which approval will not be given until Contractor submits to the Engineer a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as the Engineer may require.
 - c. Contractor shall be as fully responsible to the Owner for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
 - d. Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the General Conditions and other Contract Documents insofar as applicable to the work of the subcontractors and to give the Contractor the same power as regard terminating any subcontract that the Owner may exercise over the Contractor under any provision of the Contract Documents.
 - e. Nothing contained in this contract shall create any contractual relation between any subcontractor and the Owner.
- G. UTILITY COMPANIES: The CONTRACTOR shall cooperate with the OWNER and all other utility companies during the course of this contract and is responsible for the locating of any and all utilities prior to construction.
- H. EXTRA WORK: Without invalidating the contract, the OWNER may order extra work or make changes by altering, adding to or deduction from the work and the contract sum will be adjusted accordingly. No claims for extra work or materials shall be allowed unless the work is ordered in writing by the Engineer acting officially for the OWNER, and the price is stated in such order.
- I. CORRECTION OF WORK: The CONTRACTOR shall remove, at his own expense, all work or materials condemned by the Engineer, and shall rebuild and replace same without extra charge.
- J. ENGINEER'S AUTHORITY: The Engineer in acting as the OWNER'S agent shall give all orders and directions contemplated under this contract and specifications relative to the execution of the work. The Engineer shall determine the amount, quality, acceptability and fitness of the several kinds of work and materials, which are to be paid for under this contract and shall decide all questions which may arise in relation to said work and the construction thereof. The Engineer's estimates and decisions shall be final and conclusive. The Engineer shall decide all questions that may arise as to the interpretation of the plans and specifications relating to the work.

- K. CLEANING UP: The CONTRACTOR shall remove from the site, at his own expense, all temporary structures, rubbish and waste materials resulting from his operation. Suitable waste material may be placed on site as directed by the Engineer.
- L. PAYMENTS TO THE CONTRACTOR:
1. Monthly Estimates and Payments:
 - a. The CONTRACTOR shall submit to the Engineer on the first (1st) day of each month an approved estimate of the work performed during the preceding month under this contract. Monthly estimates shall be prepared in quadruplicate in a form approved by the Engineer.
 - b. The OWNER shall make monthly payments to the CONTRACTOR not later than the fifteenth (15th) day of each month in which an estimate is submitted. Each such payment shall be for an amount equal to 90% of the approved monthly estimate. To insure the proper performance of this contract, the OWNER shall retain 10% of the amount of each estimate until final completion and acceptance of all work by this contract.
 2. Final Estimate and Payment: The CONTRACTOR shall submit an approved final estimate to the Engineer when the work is completed. Final complete payment shall be made to the CONTRACTOR not later than 15 days after formal acceptance of the completed project by the Engineer.
- M. GENERAL GUARANTY: The CONTRACTOR shall remedy any defects in the work and pay for any damage to other work resulting there from, which shall appear within a period of one (1) year from the date of final acceptance of the work. The Contractor shall supply to the City of North Augusta, a suitable one (1) year's written guaranty.
- N. BONDS: **Both bid and performance bonds** are required on the project.
- O. ACCEPTANCE OF BIDS: The City of North Augusta reserves the right to accept or reject any or all bids and to waive any bidding formalities.
- P. SITE EXAMINATIONS: The Bidder is required to fully examine the work location to fully acquaint himself with the conditions prior to bid time. All bid prices are to accurately reflect this site examination.
- Q. NON-DISCRIMINATION: The CONTRACTOR, sub recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONTRACTOR shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the CONTRACTOR to carry out these requirements is a

material breach of this contract, which may result in the termination of this contract or other such remedy as the recipient deem appropriate.

SPECIAL CONDITIONS

- A. SCDOT REQUIREMENTS: All work performed under this Contract shall conform to the most recent edition of SC Department of Transportation Standard and Specifications.
1. All asphalt mixes supplied for this project must come from an SCDOT approved plant.
 2. All asphalt mixes used must be current SCDOT approved.
 3. Paving contractor must have experience with the SCDOT's requirements, **and is currently eligible to bid on SCDOT contracts.**
 4. The Owner shall receive certification(s) that materials and workmanship are in conformance with the SCDOT General Specifications for Highway Construction and Special Provisions for Asphalt Materials. **To meet this requirement, the Contractor shall retain the services of an independent testing company with SCDOT certified inspectors** to issue the certificate(s).
 5. A representative of the SCDOT will make a final inspection of the completed project with representatives of the Owner and Contractor prior to final acceptance by the Owner.
- B. TIME FOR COMPLETION: The work which the Contractor is required to perform under this contract shall be commenced at the time stipulated by the Owner in the Notice to Proceed to the Contractor and shall be fully completed **NOT LATER THAN June 30, 2020.**
- C. LIQUIDATED DAMAGES: The Contractor shall pay to the Owner as liquidated damages the sum of \$200.00 (dollars) for each calendar day that the Contractor shall be in default of completing the work.
- D. AVAILABILITY OF CONTRACTOR: The Contractor shall insure that an employee in a reasonable position with the company will be available to the Owner 24 hours per day, including weekends, holidays and during extended shutdown periods. Prior to beginning construction, the Contractor shall furnish the Owner a list of such persons, including names, addresses and telephone numbers. The purpose of this requirement is to enable the Owner to contact the contractor in case of emergencies or other problems that may arise during non-working hours.
- E. LOCAL CODES: All work under this contract shall be done between 6:00 a.m. and 6:00 p.m., Monday through Saturday, unless otherwise approved in writing by the Owner.

- F. CONTRACT DOCUMENTS AND DRAWINGS: The Owner will furnish the Contractor without charge two (2) copies of the Contract Documents, including Technical Specifications and Drawings. Additional copies requested by the Contractor will be furnished at cost.
- G. ORDER AND DISCIPLINE: The Contractor shall at all times enforce strict discipline and good among his employees. Any employees of the Contractor who shall appear to be incompetent, disorderly, intemperate or in any other way disqualified for or unfaithful to work entrusted to him, shall be discharged immediately on the request of the Engineer, and he shall not again be employed on the work without the Engineers written consent.
- H. CLEANING UP: The Contractor shall keep the premises free from the accumulation of waste material and rubbish and upon completion of the work, prior to the final acceptance of the completed project by the Owner, he shall remove from the premises all rubbish, surplus materials, implements, tools, etc., and leave his work in a clean condition, satisfactory to the Engineer.
- I. MAINTENANCE OF TRAFFIC: In any work within the public right-of-way, the Contractor shall provide adequate warning and protection for pedestrian and vehicular traffic from any hazard arising out of the Contractors operations and will be held responsible for any damage caused by negligence on his part or by the improper placing of or failure to display danger signs and road lanterns. All traffic controls shall conform with the Manual on Uniform Traffic Control (MUTCD), latest edition. **One lane of traffic shall be kept open and clear at all times.**
- J. NOTIFICATION OF LOCAL RESIDENTS: The Contractor will provide adequate notification to the residents as deemed appropriate for each particular street, considering traffic flow requirements, on street parked cars, minimum necessary access to from home or work. Any questions or conflict should be coordinated with the Engineer.
- K. RECONSTRUCTION OR ADJUSTMENT TO GRADE OF EXISTING STRUCTURES: **The Contractor shall adjust to grade all manholes, water valve boxes, catch basins, traps or the like within the area to be resurfaced prior to resurfacing using cast-iron or adjustable steel rings, preformed riser rings or by other method approved by the Engineer. The use of brick to adjust structures is prohibited.**
- L. TRAFFIC MARKINGS AND LINE-STRIPING: The Contractor will be responsible for installing permanent pavement markings as specified and in accordance with SCDOT Supplemental Specification Section 624, dated December 2, 2011.
- M. WATER SUPPLY: The Contractor shall provide, **at his cost**, all water necessary for construction operations. Any water obtained from the City of North Augusta must be drawn through a meter device provided by the City. A deposit of \$200, payable at the City's Utility Billing Office, is required prior to issuance of a meter.

Upon completion of the project, and at the request of the Contractor, the City will retrieve the meter and invoice the Contractor for the water used at the current rate.

- N. SCHEDULE: A *detailed schedule shall be submitted to the Engineer prior to the beginning of work on this contract*. The schedule shall include at a minimum the anticipated start date, the order of paving, the time frame for each roadway, and any other items associated with this project.

ROAD SUMMARY REPORT

ROAD NO.	NAME	FROM	TO	LENGTH	WIDTH	MILL
S-45	Bradleyville Rd	Knox Ave	Norway Dr	0.13	Varies*	N
S-45	Bradleyville Rd	Norway Dr	Womrath Rd	0.15	24**	N
S-45	Bradleyville Rd	Womrath Rd	City Limit	0.60	20	N
S-1739	Winya Dr	Socastee Dr	Waccamaw Dr	0.17	31	Y
S-1535	Wapoo Dr	Waccamaw Dr	Winyah Dr	0.15	31	Y
S-712	Observatory Ave	Martintown Rd	Georgia Ave	0.28	22	N
S-1752	Indian Mound Ave	Medie Ave	Springdale Rd	0.20	30	Y
S-283	Woodlawn Ave	Amherst Dr	Dunbarton Rd	0.13	31	Y
S-1815	Robinson Dr	Martintown Rd	Bolin Rd	0.20	31	Y
S-313	Partridge Ln	Robin Rd	Martintown Rd	0.18	31	Y
S-1509	Austin St	Weston St	Crestlyn Dr	0.18	25	Y
S-472	Walker St	Knox Ave	Aiken Ave	0.04	Varies*	N
S-472	Walker St	Knox Ave	Aiken Ave	0.06	22	N
				2.47 miles		

*Includes 36" asphalt raised-edge each side

**Includes 24" asphalt raised-edge each side

INDIVIDUAL SECTION SUMMARIES

Road Name:	Bradleyville Rd		
From:	Knox Ave	To:	City Limits
Total Miles:	0.88	Width:	Varies (45-20)
	Surface	Driveways	Level
Rate:	200	125	FDP
Type:	SCDOT C	SCDOT D	6"
Qty:	1232 TON	26	SCDOT INT C
			1115 SY

Item Description	Quantity	Unit
Mobilization	1	LS
Traffic Control	1	LS
Full-Depth HMA Patch – 6"	1115	SY
HMA Surface Course, Type C	1232	TON
HMA Surface Course, Type D	26	TON
Perm. Yel. Pav. Mark Bi-Dir 4"x4"	58	EA
24" White Solid Lines (Stop) – Perm.	20	LF
Pvmt. Marking		
4" Double-Yellow Solid Lines (Centerline)	4620	LF
– Perm. Pvmt. Marking		
4" White Solid Lane Edge Line	9240	LF
8" White Crosswalk Lines	106	LF
Detectable Warning – Asphalt-Applied	40	SF
Detectable Warning – Dry-Bonded	16	SF
Adjust Manhole	1	EA
Adjust Water Valve Box	2	EA

Special Construction Notes:

Includes 36" asphalt raised-edge, both sides, approx. 686'

Includes 24" asphalt raised-edge, both sides, approx. 792'

Road Name:	Winya Dr		
From:	Socastee Dr	To:	Waccamaw Dr
Total Miles:	0.17	Width:	31
	Surface	Driveways	Level
Rate:	150		FDP
Type:	SCDOT D		6"
Qty:	226 TON		SCDOT INT C
			100 SY

Item Description	Quantity	Unit
Mobilization	1	LS
Traffic Control	1	LS
Milling, 6'-Wide, Variable-Depth, 0"-1.5"	1164	SY
Full-Depth HMA Patch – 6"	100	SY
HMA Surface Course, Type D	226	TON
Perm. Yel. Pav. Mark Bi-Dir 4"x4"	11	EA
24" White Solid Lines (Stop) – Perm.	28	LF
Pvmt. Marking		
Adjust Manhole	2	EA
Adjust Water Valve Box	2	EA

Special Construction Notes:

Mill variable-depth (0"-1.5") along gutter and at intersections

Road Name:	Wapoo Dr	To:	Winyah Dr
From:	Waccamaw Dr	Width:	31
Total Miles:	0.15		

	Surface	Driveways	Level	FDP
Rate:	150			6"
Type:	SCDOT D			SCDOT INT C
Qty:	203 TON			30 SY

Item Description	Quantity	Unit
Mobilization	1	LS
Traffic Control	1	LS
Full-Depth HMA Patch – 6"	0	SY
Milling, 6'-Wide, Variable-Depth, 0"-1.5"	2707	SY
HMA Surface Course, Type D	203	TON
Perm. Yel. Pav. Mark Bi-Dir 4"x4"	10	EA
24" White Solid Lines (Stop) – Perm.	28	LF
Pvmt. Marking		
Adjust Manhole	2	EA
Adjust Water Valve Box	2	EA

Special Construction Notes:

Mill variable-depth (0"-1.5") along gutter and at intersections

Road Name:	Observatory Ave	To:	Georgia Ave
From:	Martintown Rd	Width:	25
Total Miles:	0.28		

	Surface	Driveways	Level	FDP
Rate:	175	125		6"
Type:	SCDOT C	SCDOT D		SCDOT INT C
Qty:	360 TON	5		125 SY

Item Description	Quantity	Unit
Mobilization	1	LS
Traffic Control	1	LS
HMA Surface Course, Type C	360	TON
HMA Surface Course, Type D	5	TON
Perm. Yel. Pav. Mark Bi-Dir 4"x4"	19	EA
4" Double-Yellow Solid Lines (Centerline) – Perm. Pvmt. Marking	1480	LF
24" White Solid Lines (Stop) – Perm.	14	LF
Pvmt. Marking		
Adjust Manhole	1	EA
Adjust Water Valve Box	1	EA

Special Construction Notes:

Includes 24" raised edge, both sides

Road Name:	Indian Mound Ave		
From:	Medie Ave	To:	Springdale Rd
Total Miles:	0.20	Width:	30
	Surface	Driveways	Level
Rate:	150		FDP
Type:	SCDOT D		6"
Qty:	258 TON		SCDOT INT C
			5 SY

Item Description	Quantity	Unit
Mobilization	1	LS
Traffic Control	1	LS
Full-Depth HMA Patch – 6"	5	SY
Milling, 6'-Wide, Variable-Depth, 0"-1.5"	1376	SY
HMA Surface Course, Type D	258	TON
Perm. Yel. Pav. Mark Bi-Dir 4"x4"	13	EA
24" White Solid Lines (Stop) – Perm.	32	LF
Pvmt. Marking		
Adjust Manhole	3	EA
Adjust Water Valve Box	0	EA

Special Construction Notes:

Mill variable-depth (0"-1.5") along gutter and at intersections

Road Name:	Woodlawn Ave		
From:	Amhurst Dr	To:	Dunbarton Rd
Total Miles:	0.13	Width:	31
	Surface	Driveways	Level
Rate:	150		FDP
Type:	SCDOT D		6"
Qty:	180 TON		SCDOT INT C
			125 SY

Item Description	Quantity	Unit
Mobilization	1	LS
Traffic Control	1	LS
Full-Depth HMA Patch – 6"	125	SY
Milling, 6'-Wide, Variable-Depth, 0"-1.5"	931	SY
HMA Surface Course, Type D	180	TON
Perm. Yel. Pav. Mark Bi-Dir 4"x4"	9	EA
24" White Solid Lines (Stop) – Perm.	28	LF
Pvmt. Marking		
Adjust Manhole	1	EA
Adjust Water Valve Box	1	EA

Special Construction Notes:

Mill variable-depth (0"-1.5") along gutter and at intersections

Road Name:	Robinson Dr	To:	Bolin Rd
From:	Martintown Rd	Width:	31
Total Miles:	0.20		
	Surface	Driveways	FDP
Rate:	150		6"
Type:	SCDOT D		SCDOT INT C
Qty:	272 TON		90 SY

Item Description	Quantity	Unit
Mobilization	1	LS
Traffic Control	1	LS
Full-Depth HMA Patch – 6"	90	SY
Milling, 6'-Wide, Variable-Depth, 0"-1.5"	1403	SY
HMA Surface Course, Type D	272	TON
Perm. Yel. Pav. Mark Bi-Dir 4"x4"	13	EA
24" White Solid Lines (Stop) – Perm.	14	LF
Pvmt. Marking		
Adjust Manhole	5	EA
Adjust Water Valve Box	4	EA

Special Construction Notes:

Mill variable-depth (0"-1.5") along gutter and at intersections

Road Name:	Partridge Ln	To:	Martintown Rd
From:	Robin Rd	Width:	31
Total Miles:	0.18		
	Surface	Driveways	FDP
Rate:	150		6"
Type:	SCDOT D		SCDOT INT C
Qty:	245 TON		12 SY

Item Description	Quantity	Unit
Mobilization	1	LS
Traffic Control	1	LS
Full-Depth HMA Patch – 6"	12	SY
Milling, 6'-Wide, Variable-Depth, 0"-1.5"	1265	SY
HMA Surface Course, Type D	245	TON
Perm. Yel. Pav. Mark Bi-Dir 4"x4"	12	EA
24" White Solid Lines (Stop) – Perm.	28	LF
Pvmt. Marking		
Adjust Manhole	1	EA
Adjust Water Valve Box	0	EA

Special Construction Notes:

Mill variable-depth (0"-1.5") along gutter and at intersections

Road Name:	Austin St		To:	Crestlyn Dr
From:	Weston St		Width:	25
Total Miles:	0.18			
	Surface	Driveways	Level	FDP
Rate:	150			
Type:	SCDOT D			
Qty:	203 TON			

Item Description	Quantity	Unit
Mobilization	1	LS
Traffic Control	1	LS
Milling, 6'-Wide, Variable-Depth, 0"-1.5"	1300	SY
HMA Surface Course, Type D	203	TON
Perm. Yel. Pav. Mark Bi-Dir 4"x4"	12	EA
24" White Solid Lines (Stop) – Perm.	14	LF
Pvmt. Marking		
Adjust Water Valve Box	1	EA

Special Construction Notes:

Mill variable-depth (0"-1.5") along gutter and at intersections

Road Name:	Walker St		To:	Aiken Ave
From:	Knox Ave		Width:	Varies (45-22)
Total Miles:	0.16			
	Surface	Driveways	Level	FDP
Rate:	150	125		
Type:	SCDOT D	SCDOT D		
Qty:	123 TON	13 TON		

Item Description	Quantity	Unit
Mobilization	1	LS
Traffic Control	1	LS
HMA Surface Course, Type D	136	TON
Perm. Yel. Pav. Mark Bi-Dir 4"x4"	7	EA
24" White Solid Lines (Stop) – Perm.	62	LF
Pvmt. Marking		
4" Double-Yellow Solid Lines (Centerline) – Perm. Pvmt. Marking	530	LF
4" White Solid Lane Edge Line	1060	LF
8" White Crosswalk Lines	100	LF
Detectable Warning – Asphalt-Applied	40	SF

Special Construction Notes:

Includes 36" asphalt raised-edge, both sides, approx. 135'