REQUEST FOR BIDS

For

CHESTERFIELD COUNTY

Cotton Patch Acres and Briarcliff Drive Paving - 3 ROADS

RFB: 07 2526 & 08 2526

Advertisement Date: Thursday, March 5, 2026

Project Number: 07 2526 & 08 2526

Bids Due: Thursday, April 2, 2026, 2:00 PM

Length: 2.03 Miles

Type: Asphalt Paving and Drainage on Cottonwood Lane, Cotton Patch Lane, and Briarcliff Dr (3 County Roads) in Chesterfield County, South Carolina

Engineer: A. Morton Thomas & Associates, Inc (AMT)

Contractor: _____

Address: _____

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SECTION I: NOTICE TO CONTRACTORS

PROJECT NAME: COTTON PATCH ACRES AND BRIARCLIFF DRIVE ASPHALT PAVING

PROJECT NUMBER: 07 2526 & 08 2526

PROJECT LOCATION: 3 ROADS in Chesterfield County, South Carolina

BID BOND/SECURITY: Required at 5% of the bid amount

PERFORMANCE BOND: Required at 100% of the bid amount

PAYMENT BOND: Required at 100% of the bid amount

DBE PARTICIPATION: Encouraged at 5% or greater

DESCRIPTION OF PROJECT: Asphalt Paving, Drainage, and various other related items on 3 County Roads in Unincorporated Chesterfield County, South Carolina

AGENCY/OWNER: Chesterfield County, 178 Mill St, Chesterfield SC 29709

ENGINEER: A. Morton Thomas & Associates, Inc.(AMT) 4105 Faber Place Drive Suite 120, North Charleston, SC 29405

Project Manager, Pat Merewether, Phone: 843-501-9720

Email: pmerewether@amtengineering.com

QUESTIONS: All questions, requests, and correspondence shall be addressed to the Project Manager, Pat Merewether. All questions concerning the Bid Documents shall be in writing and submitted by **March 19, 2026.** All answers and questions will be sent to all known plan holders.

PLANS AND BIDDING DOCUMENTS: Chesterfield County Procurement Office

PLAN DEPOSIT: Bid Documents may be obtained as electronic copy from the engineer or the county website at no charge. $150.00 nonrefundable fee for hard copy

BID CLOSING AND OPENING: **Thursday, April 2, 2026**

BID SUBMITTAL: Submit Sealed Bids clearly marked "**RFB: 07 2526 & 08 2526**" with the bidder's name, address, and South Carolina contractor license number on the envelope to: Chesterfield County Finance Department, Attn: Heather Felts, Finance Director, 178 Mill Street, Chesterfield, SC 29709

SUBSTANTIAL COMPLETION: Project will be completed and ready for final inspection on **October 31, 2026**

IF YOU DOWNLOAD THIS DOCUMENT,

PLEASE EMAIL PAT MEREWETHER AT

PMEREWETHER@AMTENGINEERING.COM

SO THAT YOU CAN RECEIVE ANY

ADDENDA OR OTHER MODIFICATIONS

THAT MAY BE ISSUED AT A LATER

DATE.

SECTION II: CHESTERFIELD COUNTY DOCUMENTS

REQUEST FOR BID

Solicitation: RFB: 07 2526 & 08 2526
Description: Paving of Cotton Patch Acres & Briarcliff Dr
Governmental Unit: Chesterfield County
Procurement Officer: Heather Felts, Finance Director
Issue Date: March 5, 2026

CLOSING DATE AND TIME: April 2, 2026 at 2:00 PM

CLOSING LOCATION: Bids shall be submitted to the Chesterfield County Finance Department

Return Bid To: ***Chesterfield County Finance Department*** ***Attention: Heather Felts, Finance Director*** ***178 Mill Street*** ***Chesterfield, SC 29709***	***Express / Hand Carry To:*** ***Chesterfield County Finance Department*** ***Attention: Heather Felts, Finance Director*** ***178 Mill Street*** ***Chesterfield, SC 29709***

**** Solicitation Number and Opening Time must be shown on outside of sealed envelope ****

NUMBER OF COPIES TO BE SUBMITTED: One (2) original

PROCUREMENT FOR: **Chesterfield County Paving (3 Roads) - RFB: 07 2526 & 08 2526**

The above solicitation number shall be shown on the front of the sealed envelope in which this bid response is submitted. Chesterfield County assumes no responsibility for unmarked envelopes being considered for award. Only one (1) bid per envelope. Authorized company representative is required to sign in ink below on this page in the space provided. Any bid not signed will be automatically rejected. It is requested that completed bids be either typewritten or handwritten in black ink only. Facsimiles are not acceptable. If County offices are closed due to inclement weather, the bid response shall be opened at the same scheduled hour on the 3rd working day (excluding County observed holidays) after the scheduled bid opening date. Subject to the conditions, provisions and the enclosed information, sealed bid will be received at this office until the stated date and time and then publicly opened.

The Term "Offer" Means Your "Bid"

Heather Felts
Finance Director

In compliance with the request for bid, and subject to all conditions thereof, the undersigned offers and agrees to furnish any or all items proposed.

AUTHORIZED SIGNATURE	PRINT NAME		DATE
COMPANY NAME	PHONE		FAX
MAILING ADDRESS		STATE	ZIP CODE
EMAIL ADDRESS	FEDERAL TAX NO.		

I. SCOPE OF SOLICITATION

It is the intent of the County of Chesterfield, South Carolina Purchasing Department to Solicit bids for:

Paving of Cotton Patch Acres & Briarcliff Drive in Unincorporated Chesterfield County, South Carolina - RFB: 07 2526 & 08 2526

In accordance with all requirements stated herein.

SOLICITATION OUTLINE

I. Scope of Solicitation
II. Instructions to Offerors
- **A. General Instructions**
- **B. Special Instructions**

III. Administrative Rules for RFB
IV. Terms and Conditions
V. Scope of Work / Specification
May be Blank if Bidding Schedule / Cost Bids Attached
VI. Calendar of Events
VII. Exhibits

II. INSTRUCTIONS TO OFFERORS

A. General Instructions

1.0 DEFINITIONS

1.01 Except as otherwise provided herein, the following definitions are applicable to all parts of the solicitation. For additional definitions see the terms and conditions below.

(1) AMENDMENT – means a document issued to supplement the original solicitation document.
(2) COUNTY – means the County of Chesterfield, South Carolina.
(3) BUYER – means the Procurement Officer.
(4) COVER PAGE – means the top page of the original solicitation on which the solicitation is identified by number. Offerors are cautioned that Amendments may modify information provided on the cover page.
(5) OFFER – means the bid or bid submitted in response to this solicitation. The term "Bid" is used interchangeably with the term "Offer."
(6) OFFEROR – means the single entity submitting the offer. The term "Bidder" is used interchangeably with the term "Offeror." See bidding provisions entitled "Signing Your Offer" and "Bid as Offer to Contract."
(7) PROCUREMENT OFFICER – means the person, or his successor, identified as such on the Cover Page.
(8) YOU and YOUR – means Offeror.
(9) SOLICITATION – means this document, including all its parts, attachments, and any Amendments.
(10) USING GOVERNMENTAL UNIT – means the Using Governmental Unit(s) identified on the Cover Page.
(11) SUBCONTRACTOR – means any person having a contract to perform work or render service to Contractor as a part of the Contractor's agreement arising from this solicitation.

2.0 COMPETITION

2.01 This solicitation is intended to promote competition**.** If any language, specifications, items 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 Purchasing Office in writing within five (5) days prior to the opening date. The solicitation may or may not be changed but a review of such notification will be made prior to the award.

3.0 COUNTY AS PROCUREMENT AGENT

3.01 Authorized Agent. All authority regarding the conduct of this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, The County Council Chairman, County Administrator or the Finance Director are the only government officials authorized to bind the government with regard to this procurement. Purchasing Liability, the Procurement Officer is an employee of the County acting in behalf of the Using County Unit(s) pursuant to the County Procurement Code. Any contracts awarded as a result of this procurement are between the contractor and the Using County Unit(s). The Procurement Office is not a party to such contracts, unless and to the extent that the procurement office is a using county unit, and bears no liability for any party's losses arising out of relating in any way to the contract.

4.0 ADMENDMENTS TO SOLICITATION

4.01 The solicitation may be amended at any time prior to opening. Bidders shall acknowledge receipt of any amendment to this solicitation by signing and returning the amendment, by letter, or by submitting a bid that indicates in some way that the bidder received the amendment.

5.0 BID AS OFFER TO CONTRACT

5.01 By submitting your bid, you are offering to enter into a contract with the County. Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror on the Cover Page. An Offer may be submitted by only one legal entity: "joint bids" are not allowed.

6.0 DUTY TO INQUIRE

6.01 Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the County's attention.

7.0 QUESTIONS FROM OFFERORS

7.01 Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings specifications, etc., must request it in writing. Questions must be received by the Procurement Officer no later than five (5) days prior to opening unless otherwise stated on the Cover Page. Oral explanations or instructions will not be binding. Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective offerors. The County seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer – as soon as possible – regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition

8.0 RESTRICTIONS APPLICABLE TO OFFERORS

8.01 By submitting an Offer, you agree not to discuss this procurement activity in any way with any Using Governmental Unit or its employees, agents, or officials. All communications must be solely with the Procurement Officer. This restriction expires once a contract has been formed and may be lifted by express written permission from the Procurement Officer.

9.0 PROPRIETARY/CONFIDENTIAL INFORMATION

9.01 Trade secrets or proprietary information submitted by an offeror in connection with a procurement transaction shall not be subject to public disclosure under the Freedom of Information Act; however, the offeror must invoke the protections of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state reasons why protection is necessary. Disposition of material after award is made should be stated by the offeror. No information, materials or other documents relating to this procurement will be presented or made otherwise available to any other person, agency, or organization until after award.

9.02 All offerors must visibly mark as "Confidential" each part of their bid, which they consider containing proprietary information. **All unmarked pages will be subject to release in accordance with the guidelines set forth under Chapter 4 of Title 30 (The Freedom of Information Act) South Carolina Code of Laws and Section 11-35-410 of the South Carolina Consolidated Procurement Code**. Privileged and confidential information is defined as "information in specific detail not customarily released to the public, the release of which might cause harm to the competitive position of the part supplying the information." The examples of such information provided in the statute are:

1. Customer lists;
2. Design recommendations and identification of prospective problem areas under an RFP;
3. Design concepts, including methods and procedures;
4. Biographical data on key employees of the offeror.

9.03 MARKING YOUR ENTIRE BID CONFIDENTIAL/PROPRIETARY IS NOT IN CONFORMANCE WITH THE SOUTH CAROLINA FREEDOM OF INFORMATION ACT.

10.0 DO NOT OMIT TAXES FROM BID

10.01 Do not omit any taxes in your price the County may be required to pay. Enter as separate Line item.

11.0 SIGNING YOUR OFFER

11.01 Every Offer must be signed by an individual with actual authority to bind the Offer.

11.02 If the Offeror is an individual, the offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm.

11.03 If the Offeror is a partnership, the Offer must be submitted in the partnership names, followed by the words “by its Partner,” and signed by a general partner.

11.04 If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign.

11.05 An Offer may be submitted by a joint venture involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs11.02 through 11.04 above for each type of participant.

11.06 If an Offer is signed by an agent, other than as stated in subparagraphs 11.02 through 11.05 above the Offer must state that it has been signed by an Agent. Upon request, Offeror must provide proof of the agent’s authorization to bind the principal.

12.0 DEADLINE FOR SUBMISSION OF OFFER

12.01 Any offer received after the procurement officer of the County or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the county mail room which services the purchasing office prior to bid opening.

13.0 SUBMITTING YOUR OFFER OR MODIFICATIONS

13.01 Offers and offer modifications shall be submitted in sealed envelopes or packages:

(1) Addressed to the office specified in the Solicitation.
(2) Showing the time and date specified for opening, the solicitation number, and the name and address of the offeror.

13.02 Each Offeror must submit the number of copies indicated on the Cover Page.

13.03 Offerors using commercial carrier service shall ensure that the Offer is addressed and marked on the outermost envelope or wrapper as prescribed in paragraphs 13.01. (1) and 13.01. (2) of this provision when delivered to the office specified in the Solicitation.

13.04 Facsimile Offers, modifications, or withdrawals will not be considered unless authorized by the solicitation.

Any bids received after the scheduled deadline, will be immediately disqualified. The County assumes no responsibility for delivery of bids, which are mailed.

ALL MAIL IS PICKED UP FROM THE US POSTAL SERVICE ONCE DAILY AROUND 9:30 AM (EXCLUDING WEEKENDS AND HOLIDAYS).

14.0 PUBLIC OPENING

14.01 Offers will be publicly opened at the date / time and at the location identified on the Cover Page, or last amendment, whichever is applicable. Bids received one minute after the designated time will be considered late and will be rejected. Bids will be opened at that time.

15.0 RESPONSIVENESS / IMPROPER OFFERS

15.01 Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation.

15.02 Multiple Offers. Offers may submit more than one Offer, provided that each Offer has significant differences other than price. Each separate Offer must satisfy all Solicitation requirements. While multiple Offers may be submitted, each must be submitted separately. If this solicitation is A Request for Bid, each separate Offer must include a separate price bid.

15.03 Responsiveness. Any Offer which fails to conform to the material requirements of the Solicitation may be rejected as non-responsive. Offers which impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the County cannot be determined. Offerors will not be given an opportunity to correct any material non-conformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Officer. [§11-35-1520 (13)]

15.04 Unbalanced Bidding. The County may reject an Offer as non-responsive if the prices bid are materially unbalanced between line items or sub-line items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the County even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

16.0 AWARD

16.01 The award of the project is conditional not only upon the bid but also upon the qualifications of the offeror and the offer's ability to complete the project within the time frame. It is the intent of the County to award these projects to the most responsive, responsible Offeror. Considering budget restraints, it is possible that sufficient funds may not be available for all projects. Therefore, the County reserves the right to negotiate with the most responsive offeror, and award as many projects as possible. The award can be made to one or a multiple of vendors, whichever is in the best interest of the County, or unless otherwise stated on bidder's schedule. All ties will be resolved by the flip of a coin.

17.0 AWARD NOTIFICATION

17.01 Notice regarding the County's intent to award a contract will be posted in the County Purchasing Office. The date and location of posting will be announced at opening. A bidder that requires a copy of the award notification must supply a self-addressed, stamped envelope.

18.0 PROTESTS

18.01 Any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest in writing within fifteen (15) days of the date of issue of the applicable solicitation document at issue. Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of contract shall protest within fifteen (15) days of the date notification of award is posted in accordance with this code. A protest shall be in writing, submitted to the Contracts and Procurement Director, and shall set forth the grounds of the protest and the reliefrequested

with enough particularity to give notice of the issues to be decided §11-35-4210] Direct all correspondence to Director Contracts and Procurement, P. O. Drawer 580, Chester, South Carolina, 29706.

B. SPECIAL INSTRUCTIONS

1.0 PRE-BID CONFERENCE – NOT REQUIRED

2.0 SUBMISSIONS OF QUESTIONS

2.01 Primary Contact for Questions Regarding This Solicitation

Please respond, in writing, no later than **March 19, 2026**, any questions you have regarding this Solicitation. Written responses should be directed Pat Merewether, Project Manager, pmerewether@amtengineering.com.

3.0 ADDITIONAL INFORMATION INQUIRIES

3.01 All inquiries concerning this RFB should be directed to:
Pat Merewether, Project Manager,
pmerewether@amtengineering.com
4105 Faber Place Drive, Suite 120/470
North Charleston, SC
29405
Cell 843-501-9720

III. ADMINISTRATIVE RULES FOR THE RFB

1.0 TERMINOLOGY

1.01 The terminology used and the organization of the RFP is not intended to be restrictive in any way. Appropriate interpretation of the intent of the RFP should be made by the offeror in thesesituations

2.0 AMENDMENTS

2.01 All amendments to and interpretations of this solicitation shall be in writing. Chesterfield County shall not be legally bound by any amendment or interpretation that is not in writing. Only information supplied by the County in writing or in this RFP should be used in preparing offeror responses. All contacts that an offeror may have had before or after receipt of this RFP with any individuals, employees, or representatives of the County and any information that may have been read in any news media or seen or heard in any communication facility regarding this bid should be disregarded in preparing responses.

3.0 DISCUSSIONS/NEGOTIATIONS

3.01 By submission of a bid, offeror agrees that during the period following issuance of the RFP and prior to final award of contract, offeror shall not discuss this procurement with any party except the Director of Contracts and Procurement or other parties that may be designated in this solicitation. Offeror shall not attempt to discuss with or attempt to negotiate with the using agency/department, any aspects of the procurement without prior approval of the Director of Contracts and Procurement.

4.0 PREPARATION OF BID:

4.01 *BID FORMAT*

Your bid should be in the following order:

(1) Name and contact information of person responsible for the bid
(2) Bid
(3) Compensation (in a separate sealed envelope)

4.02 The Bid Form is included with the Bidding Documents. Additional copies may be obtained from Engineer.

4.03 All blanks on the Bid Form shall be completed by printing in ink or by typewriter and the Bid signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be

indicated for each unit price item listed therein, or the words "No Bid," "No Change," or "Not Applicable" entered.

4.04 A Bid by a corporation shall be executed in the corporate name by the president, vice-president, or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

4.05 Each copy of the bid should be bound in a single volume where practical. All documentation submitted with the bid should be bound in that single volume.

4.06 If your bid includes any comment over and above the specific information requested in our Request for Bid, you are to include this information as a separate appendix to your bid.

4.07 Unless stated otherwise herein, the basic and governing language of the contract resulting from this solicitation shall be comprised of the RFB document, including any attachments and amendments, and the successful offeror's signed bid. In the event of a conflict between the two documents, the RFP will govern.

4.08 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown below the signature.

4.09 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown below the signature.

4.10 A Bid by an individual shall show the Bidder's name and official address.

4.11 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown below the signature.

4.12 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form

4.13 The postal address and telephone number for communications regarding the Bid shall be shown.

4.14 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the Contract. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

5.0 CORRECTIONS MADE BY OFFEROR

5.01 Offerors are cautioned not to obliterate, erase, or strike over any printed material as set forth in this Request for Bid. In quoting prices, wherever Offeror has made an error and has corrected, all such corrections should be initialed by the person signing the bid. Failure to comply with this provision may result in rejection of the bid. All documents submitted must be legible.

6.0 COUNTY RESPONSIBILITY TO BID

6.01 This Solicitation does not commit Chesterfield County to award a contract, to pay any costs incurred in the preparation of a bid, or to procure or contract for the articles of goods or services. The County reserves the right to accept or reject any or all bids received as a result of this request, or to cancel in part or in its entirety this bid if it is in the best interest of the County to do so. If the bid fails to conform to the essential requirements of the RFP, the County and the County alone will be the judge as to whether that variance is significant enough to consider the RFP non-responsive and therefore not considered for award.

7.0 OFFERERS RESPONSIBILITIES

7.01 Each Offeror shall carefully examine all RFP documents and thoroughly familiarize itself with all requirements prior to submitting a bid. Should an Offeror find discrepancies, ambiguities, or omissions in bid documents, or should the Offeror be in doubt as to their meaning, Offeror shall at once request written clarification from the Director of Contracts and Procurement. The person submitting the Bid shall be responsible for its prompt delivery. Any interpretation or clarification of the bid documents will be made in writing to all persons.

7.02 Before submitting a bid, each Offeror shall be responsible for making all investigations and examinations that

are necessary to ascertain conditions and requirements affecting the requirements of this bid. Failure to make such investigations and examinations shall not relieve the successful Offeror from the obligation to comply, in every detail, with all provisions and requirements of the request for bid.

7.03 No bid will be considered from any firm or individual that has failed to perform acceptably on any other contract with the County.

7.04 If the Offeror is a corporation, the bid shall be signed in the name of and under the seal of the corporation by a duly authorized officer of the corporation with the designation of the signor's official capacity. The bid shall show the state in which the corporation is chartered, and, if that state is other than South Carolina, the bid shall show that the corporation is authorized to do business in the state of South Carolina. If the Offeror is a partnership, the bid shall be signed in the name of the partnership by a general partner or other person who is duly authorized to bind the partnership. The signor's official capacity and authority shall be shown. If the Offeror is an individual or sole proprietorship, the bid shall be signed by the individual in person, stating the name or style under which the Offeror is doing business. In any case, the bid shall show the current business address of the Offeror, which is to be used for receiving communications from the County.

8.0 WITHDRAWAL OF BIDS

8.01 An Offeror may withdraw his bid without prejudice to himself not later than the day and hour set in the advertisement for receiving bids, by communicating the purpose in writing to the Fiance Director, 178 Mill Street, Chesterfield, SC 29709. When received, said bid surety, if applicable, will be returned to the Offeror unopened. Notification of withdrawal is the sole responsibility of the Offeror.

9.0 MINIMUM QUALIFICATIONS:

9.01 The County reserves the right to determine whether Offerors have the minimum qualifications to complete the project. The determination by the County concerning Offeror qualifications shall be final.

10.0 REJECTION OF OFFERS

10.01 More than one bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Any or all bids will be rejected if there is reason to believe that collusion exists among the Offerors and no participants in such collusion will be considered in future bids for the same work. Bids in which the prices obviously are unbalanced will berejected.

11.0 EVALUATION OF BIDS

11.01 Chesterfield County reserves the right to reject any or all Bids, including without limitation, nonconforming, non-responsive, unbalanced, or conditional Bids. Chesterfield County further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible. Owner may also reject the Bid of any Bidder if the County believes that it would not be in the best interest of the Project to make an award to that Bidder. The County also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.

11.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

11.03 In evaluating Bids, the County will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

11.04 In evaluating Bidders, Chesterfield County will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the General Conditions.

11.05 Chesterfield County may conduct such investigations as the County deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the Contract Documents.

11.06 If the Contract is to be awarded, The County will award the Contract to the responsible Bidder whose Bid, conforming with all the material terms and conditions of the Instructions to Bidders, is lowest, price and other factors considered. If detailed in the bid form, factors such as discounts, transportation costs, and life cycle costs may be used to determine which bidder, if any, is to be offered award.

11.07 The Owner reserves the right not to Award the Project.

12.0 DISCUSSIONS WITH RESPONSIVE OFFERORS:

12.01 Discussions may be conducted with responsive offerors who submit bids for the purpose of clarification to assure full understanding of the requirements of the request for bids.

13.0 NOTIFICATION OF INTENT OR STATEMENT OF AWARD:

15.01 In order to receive a copy of the Notification of Intent to Award or Statement of Award you must enclose a self-addressed stamped envelope. Notification will not automatically be provided.

14.0 UNSUCCESSFUL OFFERORS:

14.01 Offerors not awarded a contract under this solicitation, may request return of their bids within thirty (30) days after notification of award is mailed. All cost of return items will be paid by the offeror. If Federal Express, UPS, or other shipping number is not received, all materials will be destroyed.

15.0 RIGHT TO PROTEST:

15.01 Any prospective offeror or contractor, who is aggrieved in connection with the solicitation of a contract shall protest in writing to the Finance Director within fifteen (15) days of the date of issuance of the Requests for Bids or other solicitation documents, whichever is applicable, or any amendment thereto, if the amendment is at issue. Any actual offeror or contractor, who is aggrieved in connection with the intended award or award of a contract shall protest in writing to the Director of Contracts and Procurement within fifteen (15) days of the notification of intent to award or statement of award.

TERMS AND CONDITIONS

1.0 AFFIRMATIVE ACTION

1.01 The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin, or physical handicap. The following are incorporated herein by reference: 41 C.F.R. 60-1.4, 60-250.4 and 60-741-4.

2.0 ASSIGNMENT

2.01 No contract or its provisions may be assigned, sublet, or transferred without the written consent of the Chesterfield County Purchasing Office.

3.0 CONTRACT ADMENDMENTS

3.01 Amendments to any contract between the agency and the contractor must be reviewed and approved by the Chesterfield County Purchasing Office.

4.0 COMPLIANCE WITH LAWS

4.01 The Contractor shall keep fully informed of all existing and future State and Federal Laws and Municipal Ordinances and Regulations in any manner affecting those engaged or employed in the work, and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. If any discrepancy or inconsistency is discovered in the specifications for this work in relation to any such law, ordinance, regulation, order, or decree, he shall forthwith report same to the Director of Contracts and Procurement, in writing. The Contractor shall at all times observe and comply with all such existing and future

laws, ordinances, regulations, orders, and Decree's; and he shall protect and indemnify the County, its officers, and agents, against any claim or liability arising from or based upon violation of any such law, ordinance, regulation, order or decree whether by themselves or their employees.

5.0 FORCE MAJEURE:

5.01 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 default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor and without excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required delivery schedule.

6.0 INDEMNIFICATION

6.01 The Contractor and any of its Subcontractors shall indemnify, defend, hold harmless and reimburse the County, its agents, officers and employees from and against any and all losses, liabilities, expenses, and all claims for damages of any nature whatsoever, relating to or arising out of any action or failure to act, by the Contractor, its subcontractors, officers, agents and employees, or relating to or arising out of the performance or failure to perform by the Contractor, its subcontractors, officers, agents and employees of any of the obligations under this Agreement. Losses, liabilities, expenses and claims for damages shall include, but not be limited to, civil and criminal fines and penalties, a taking, whether direct or indirect (inverse), loss of use and/or services, bodily injury, death, personal injury, or injury to real or personal property, defense costs, legal fees and costs and attorney's fees for an appeal.

7.0 LEGAL OR CONSULTANT SERVICES:

7.01 If this contract is for legal services, it is subject to the provisions of Section 11-9-105 of the 1976 Code of Laws of South Carolina as amended. "Any contract for legal or consultant services entered into by a state agency or institution shall include a provision which requires completion of all services. The Provision shall further require that in the event all services are not fully rendered as provided for in the contract, any Monies which have been paid by the agency under the contract must be refunded to the agency along with a twelve (12) percent penalty".

8.0 PAYMENT FOR GOODS & SERVICES:

8.01 Payment for goods and services received by the County will be processed in accordance with Section 11-35-45 of the South Carolina Procurement Code.

9.0 PRIME CONTRACTOR RESPONSIBILITY:

9.01 The contractor will be required to assume sole responsibility for the complete effort as required by this RFP. The County will consider the contractor to be the sole point of contact with regard to contractual matters

10.0 RECORDS RETENTION & RIGHT TO AUDIT:

10.01 The County shall have the right to audit the books and records of the contractor as they pertain to this contract, both independent of and pursuant to, S.C. Code Section 11-3220. Such books and records shall be maintained for a period of three (3) years from the date of final payment under the contract. The County may conduct, or have conducted, performance audits of the contract or. The County may conduct, or have conducted, audits of specific requirements of this bid as determined necessary by the County. Pertaining to all audits, the contractor shall make available to the County access to its computer files containing the history of contract performance and all other documents related to the audit. Additionally, any software used by the contractor shall be made available for auditing purposes at no cost to the County.

11.0 SC LAW CLAUSE

11.01 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 in this State. Notwithstanding the fact that applicable statutes may exempt or exclude the successful offeror from requirements that it be authorized and/or licensed to do business in this State, by submission of this signed bid, the offeror agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina, County of Chester, 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.

11.02 The County shall promptly notify the Contractor of any civil or criminal actions filed against it or of any notice of violation from any federal or state agency or of any claim as soon as practical. The Contractor upon receipt of such notice shall have the right at its election to defend any and all actions or suits or join in the defense. Nothing herein shall be construed to prevent the County from defending its own interest.

12.0 SUBCONTRACTING

12.01 If any part of the work covered by the RFB is to be subcontracted, the offeror shall identify the subcontracting organization, and the contractual arrangements made therewith. All subcontractors must be approved by the County. The offeror will also furnish the corporate or company name and the names of the officers of any subcontractors engaged by the offeror.

13.0 TERMINATION

13.01 *For Cause*: In the event of material breach by Contractor, County shall give written notice specifying the material breach. County would regard any deviation from the requirements of the contract that was neither trivial nor innocent as being material. Such deviations are evaluated on an instance-by-instance basis but any deviation, which impairs the utilization or value of the property to the County, would be regarded by the County as a material breach. Upon receipt of such notice, if Contractor has not begun correction of the material breach within two (2) days or has not substantially corrected the material breach within ten (10) days of receipt of written notice, County shall have the right to terminate unilaterally and immediately services hereunder without further notice. County reserves the right to purchase any and all services or other items thereafter in the open market, charging the Contractor with any additional costs. Should such a charge be assessed, no subsequent bids or bids of the defaulting contractor will be considered until the assessed charge has been satisfied. Additionally, the County shall have a similar right of rescission in any instance where contractor provides or seeks to provide any services for a price higher than that specified herein, without regard to cause, including governmental regulatory intervention and insistence. In the event of rescission, revocation or termination, all documents and other materials in the possession of County or scheduled for delivery to County relating to performance hereunder shall become the property of County. County's failure to exercise their rights to terminate under this provision shall not be construed as a waiver of their rights to terminate, rescind or revoke the services herein in the event of any subsequent breach.

13.02 *Non-Appropriation*: If the Chesterfield County Council fails to appropriate or authorize the expenditure of sufficient funds to provide the continuation of this contract or if a lawful order issued in, or for any fiscal year during the term of the contract, reduces the funds appropriated or authorized in such amounts as to preclude making the payments set out therein, the contract shall terminate on the date said funds are no longer available without any termination charges or other liability incurring to County.

14.0 OFFEROR RESPONSIBILITY

14.01 The Contractor shall provide all of the proposed work and services as finally agreed upon and accepted by the County of Chesterfield. Each offeror 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 an offeror to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this bid or to the contract.

15.0 OWNERSHIP OF MATERIAL

15.01 All Bids submitted in response to this document become the property of the County of Chesterfield. Bids submitted may be reviewed and evaluated by any person(s) at the discretion of the County upon award of contract. Ownership of all data, material and documentation originated and prepared for the County pursuant to this contract shall belong exclusively to the County. Offerors not awarded a contract under this solicitation, may request return of excess copies of their bids within thirty (30) days after notification

of award is mailed. All cost of returns will be paid by the offeror. If Federal Express, UPS, or other shipping number is not received with request, all excess copies will be destroyed.

16.0 SOUTH CAROLINA SALES TAX:

16.01 By submission of a signed bid, you are certifying, under penalties of perjury, that you comply with section 12-54-1020(B) of the SC Code of Laws 1976, as amended, relating to payment of any applicable taxes. This will certify to the County your compliance.

17.0 PROHIBITION OF GRATUITIES

17.01 Section 8-13-420 of the 1976 Code of Laws of South Carolina states in part as follows: "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 or judgment shall be subject to the punishment as provided by Sections 16-9-210 and 16-9-220. "Gratuities in any form are strictly prohibited.

IV. SCOPE OF WORK/SPECIAL INSTRUCTIONS

Asphalt Paving, Drainage, and Miscellaneous Work on 2 County Roads in Chesterfield County, South Carolina

Special Instructions

- Only one person per company will be allowed at the bid opening.
- Bid opening will be held in Council Chambers.

*****Please include the following with your bid:**

- **Pages 1 and all Section III - Exhibits of this document completed.**
- *****Bid name, RFB number, and your company name need to be shown on the outside of the bid package.**
- **W-9 – unless you are already a current vendor of Chesterfield County Government.**

V. CALENDAR OF EVENTS

SOLICITATION AVAILABLE TO VENDORS	**March 5, 2026**
OFFEROR'S QUESTIONS DUE	**March 19, 2026**
OFFEROR'S QUESTIONS ANSWERED	**ASAP**
DEADLINE FOR RECEIPT OF OFFERS	**April 2, 2026 @ 2:00 PM**
LOCATION FOR RECEIPT OF OFFERS	Chesterfield County Council Chambers 178 Mill Street Chesterfield, SC 29709

SECTION III - EXHIBITS

NON-COLLUSION AFFIDAVIT

STATE OF SOUTH CAROLINA
COUNTY OF CHESTERFIELD

_____, deposes and says that:
(Name of Offeror)

1. He/She is the_____of the Offeror that has submitted the attached bid;
(Title)
2. He/She is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

3. Such bid is genuine and is not a collusive or sham bid;

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

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

Authorized Signature _____

Printed Name_____

Witnessed by me this_____day of_____, 20____

Signature _____

Company _____

Printed Name _____

CERTIFICATE OF FAMILIARITY

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. ***By submission of a signed bid, I certify, under penalties of perjury, that the below company complies with section 12-54-1020(B) of the SC Code of Laws 1976, as amended, relating to payment of any applicable taxes.*** I further certify that this bid is good for a period of ninety (90) days, unless otherwise stated.

Company Name as registered with the IRS	Authorized Signature
Correspondence Address	Printed Name
City, State, Zip	Title
Date	Telephone Number

REQUEST FOR WRITTEN RESPONSE TO QUESTIONS

TO: Pat Merewether, Project Manager, Email: pmerewether@amtengineering.com

RFP No.: 07 2526 & 08 2526

Deadline for submitting questions: March 19, 2026

DATE:_____

OFFEROR NAME AND ADDRESS:

_____

_____

_____

CONTACT PERSON: _____

FAX #: _____

EMAIL: _____

(PLEASE REFER TO PAGE AND PARAGRAPH NUMBER WHEREVER POSSIBLE. USE BLANK SECOND PAGE, IF NECESSARY)

SOLICITATION NUMBER: 07 2526

& 08 2526 PROCUREMENT:

"NO RESPONSE" RESPONSE FORM

To submit a ***"No Response"*** for this project, this form must be completed for your company to remain on our bidders list for commodities/services referenced. If you do not respond your name may be removed from this bidders list. **In order to ensure that the County file has current information, or if you wish to be added to Chesterfield County's Vendor Listing. You must also return the Certificate of Familiarity form completed in its entirety.**

Note: Please show the solicitation number on the outside of the envelope.

Please check statement(s) applicable to your ***"No Response"*** --

- ☐ Specifications are restrictive; i.e., geared toward one brand or manufacturer only (explain below).
- ☐ Specifications are ambiguous (explain below).
- ☐ We are unable to meet specifications.
- ☐ Insufficient time to respond to the solicitation.
- ☐ Our schedule would not permit us to perform.
- ☐ We are unable to meet bond requirements.
- ☐ We are unable to meet insurance requirements.
- ☐ We do not offer this product or service.
- ☐ Remove us form your vendor list for this commodity/service.
- ☐ Other (specify below).

Comments:

_____

_____

_____

_____
Company Name (as registered with the IRS)

_____
Authorized Signature

_____
Correspondence Address

_____
Printed Name

_____
City, State, Zip

_____
Title

_____
Date

_____/_____
Telephone Fax

SECTION IV: BID DOCUMENTS

ALL PAGES OF THIS SECTION MUST BE SUBMITTED

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we_____, as Principal, a (__corporation,_ partnership,__ individual) duly authorized by law to do business as a construction contractor in the State of South Carolina, and_____, as Surety, a corporation duly authorized to transact surety business under the Law of the state of South Carolina, are held and firmly bound unto Chesterfield County as oblige, in the penal sum of: Five Percent (5%) of the Bid Amount for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for the project named:

Paving of Cotton Patch Acres & Briarcliff Drive in Chesterfield County, South Carolina

RFB NO.: 07 2526 & 08 2526

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige in accordance with the terms of such bid, and give such bonds as may be specified in the bidding or Contract Documents with good and sufficient surety acceptable to the Oblige, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this_____day of_____, 2026.

PRINCIPAL	**SURETY**
_____ (Seal)	_____ (Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	By: _____
Signature and Title	Signature and Title (Attach Power of Attorney)

Attest: _____ Attest: _____
Signature and Title Signature and Title

BID FORM

Section One

Cotton Patch Acres & Briarcliff Drive Paving

BY SUBMITTING THIS BID, THE UNDERSIGNED BIDDER REPRESENTS:

A. that he has carefully examined the plans and specifications with the related documents and visited the site of the Project for which he is submitting a Bid.

B. that he is familiar with all the conditions surrounding the performance of the Work required for this Project, including the availability of materials, equipment, supplies and labor, and has visited the site and is therefore familiar with all physical conditions affecting the work and has considered same in calculating his bid

C. that, if he is awarded the Contract, he will provide all labor, material, supplies. And equipment and execute the Work in accordance with the Contract Documents.

D. that, if awarded the Contract he will commence work after the issuance of a "Notice to Proceed" as required herein.

E. that, if awarded the Contract, he agrees that if the Work or any part thereof is not completed according to the specifications and terms of the Contract Documents and within Contract Time (including any extension thereof), he and his sureties will be liable for Liquidated Damages in accordance with the Contract.

F. that he will hold his Bid open for sixty(60) calendar days after the date Bids are opened or else forfeit the Bid Security to the Owner.

G. that, if awarded the Contract, he will provide a Performance Bond and a Payment Bond together with insurance coverage as required herein.

H. that he understands that the Owner reserves the right to reject any Bids which do not meet the Bid Requirements, or all Bids in the event that the Project is canceled or postponed, or if such is in the best interests of the County.

I. that if awarded the Contract the successful Bidder will enter and execute a contract as required herein.

J. that the Bidder is legally able to enter into and perform a contract, if awarded.

K. that the Bidder is current on all taxes and fees owed to the County.

L. that the bidder agrees to commence work upon issuance of Notice to Proceed with an adequate force, carry the work forward as rapidly as possible, and complete the Project as required by the Special Provisions.

M. that the bidder agrees that in the case of failure or refusal on his part to execute the Contract within five (5) calendar days after the issuance of a Notice of Award, the check, cash, or Bid Bond accompanying this Bid shall be paid into the funds of the County's account set aside for this Project, as liquidated damages, and not as penalty, for such failure; otherwise the check, cash, or Bid Bond accompanying this Bid shall be returned to the undersigned.

N. that the unit price per ton, square yard, linear foot, etc., must reflect all materials, supplies, equipment, supervision, labor costs, quality control services, and sales tax necessary to complete the project. All costs for grading, sweeping, cleaning, shaping, tacking, compacting, etc.; shall also be included in the unit bid price.

O. that the unit price per ton, square yard, linear foot, etc., must reflect all materials, supplies, equipment, supervision, labor costs, quality control services, and sales tax necessary to complete the project. All costs for grading, sweeping, cleaning, shaping, tacking, compacting, etc.; shall also be included in the unit bid price.

P. that he acknowledges and understands that all Contractor "As Bid" unit measures for the various Project Elements will be reviewed by The County and, where any discrepancies are noted The County reserves the right to advise the bidder and make the necessary corrections and thereby adjust the Contractor's sum total bid amount accordingly. All adjustments, if any, will be predicated on work measurement as represented on the plans. We shall have the option to decline any reasonable unit measure adjustment that will reflect an increase in our base bid. Therefore, it is understood that unless declined, any adjustments reflecting an increase in the element costs will, when adjusted, reflect an overall increase in the base bid and will be considered in determining the most responsive

Q. that the undersigned, certify that this Bid does not violate Federal or State Antitrust Laws and I have received and read the Request for Bids and understand that this Bid is subject to all conditions thereof. A signature below indicates that the Offeror herein, his agents, servants and/or employees, have not in any way colluded with anyone for and on behalf of the Offeror, or themselves, to gain any favoritism in the award of the Contract herein.

R. that the undersigned certifies that the Contractor listed below will provide a "drug-free workplace" as that term is defined in Section 44-107-30 of the Code of Laws of South Carolina, 1976, as amended, by complying with the requirements set forth in Title 44, chapter 107.

FEDERAL IDENTIFICATION NUMBER:_____

CONTRACTOR'S CLASSIFICATIONS AND SUBCLASSIFICATIONS WITH LIMITATIONS

_____	_____	_____
(Classification)	(Sub-Classification)	(Limitations)

_____
(S.C. Contractor's License Number)

BID FORM

Section Two

Cotton Patch Acres & Briarcliff Drive Paving

BID OF (Contractor)_____

Date of Bid: **April 2, 2026 @ 3:00 PM**

SEE APPENDICES FOR ESTIMATED QUANTITIES

BID FORM

Section Three

Cotton Patch Acres & Briarcliff Drive Paving

LISTING OF SUBCONTRACTORS

Any bidder in response to this Request for Bids shall set forth in his bid the name and location of the place of business for each of the following subcontractors (if so specified) who may perform work or render services to the prime Contractor to or about the construction, or who will specifically fabricate or install a portion of the work. If the prime Contractor determines to use his own employees to perform any portion of the work for which he would otherwise be required to list a subcontractor, and if the prime Contractor is qualified to perform such work under the terms of the Request for Bids, the prime Contractor shall indicate this in his bid and not subcontract any of that work except with the approval of owner for good cause shown.

Failure to list specified subcontractors shall render the prime Contractor's bid non-responsive. No prime Contractor whose bid is accepted shall substitute any person as a subcontractor in place of the subcontractor listed in the original bid, except as specified within the contract documents.

Listing of Subcontractors

Subcontractor:_____
Work to be undertaken: _____
Place of Business: _____
Principal:_____
License No. _____

Subcontractor:_____
Work to be undertaken: _____
Place of Business: _____
Principal:_____
License No. _____

Subcontractor:_____
Work to be undertaken: _____
Place of Business: _____
Principal:_____
License No.: _____

Subcontractor:_____
Work to be undertaken: _____
Place of Business: _____
Principal:_____
License No.: _____

BID FORM

Section Four

Cotton Patch Acres & Briarcliff Drive Paving

Respectfully submitted this____day of_____, 2026.

Company Name _____

Authorized Signature _____

Name and Title (type or print) _____

Principal of Company (e.g., Name of President, General Partner, Owner, etc.)

_____

State of Incorporation: _____

Business Address: _____

_____

City, State, Zip Code

_____

Telephone Number Fax Number

Contractor's Federal Tax I.D. No.: _____

S.C. Contractor's License No.:_____

S.C. Bidder's License No.: _____

ACKNOWLEDGMENT OF RECEIPT OF AGENDA:
(If more addenda are issued, then add to the list.)

Addendum No.1 dated: _____
Addendum No.2 dated: _____
Addendum No.3 dated: _____

SECTION V: GENERAL CONDITIONS AND CONTRACT

GENERAL CONDITIONS

1. BID INSTRUCTIONS AND SUBMITTAL:
   a. The County shall not accept responsibility for unidentified bids.
   b. In the event that a bid is unintentionally opened prior to the official time set for the bid opening, the employee opening such bid shall immediately inform the Procurement Officer or his/her assistant who shall, in the presence of another of equal rank or above, immediately contact the vendor submitting the bid.
   c. The vendor so contacted will be informed as to the circumstances and shall be invited to come to the office of Procurement to reseal and submit or withdraw the bid, if the vendor elects to reseal and submit the bid, such vendor shall be required to sign, date and indicate the time of resealing on the bid envelope. If the vendor directs the Procurement Office to reseal the bid, both the employee making the contact to the vendor and the owner witness present, shall sign, date and indicate the time of sealing on the bid envelope.
   d. In the event that the Procurement Office is directed by the vendor to return the bid, a statement properly witnessed stating the action taken and when, shall be duly filed.
   e. All prices and quotations shall be entered in ink or typewritten and shall remain firm for no less than sixty (60) days from the date of the bid. Mistakes may be crossed out and corrections inserted adjacent there to and shall be initialed in ink by the person signing the bid. The bidder shall insert the net price per stated unit and the extension against each item, which he/she proposed to deliver. The price shall include in the grand total column all delivery charges, installation and applicable taxes when necessary.
   f. Bids Will Not Be Considered unless the bidder is legally qualified under the provisions of the South Carolina Contractor's Licensing Law (South Carolina Code of Laws as amended).
   g. Bids Will Not Be Considered unless sealed accompanied by a bidder's bond, for 5 percent (5%) of the amount of the bid. Bid bond will be duly executed by the bidder as principal & having as surety thereon a surety company licensed to do business in the State of South Carolina. Successful bidder will be required to furnish a satisfactory performance & payment bond each in the amount of 100 percent (100%) of the bid.
   h. The County Reserves the Right to accept or reject any & all responses, to waive technicalities & informalities, to negotiate further with the Contractor of its choice, & to request additional information, to interview & to make an award deemed in its own best interest.

   All submittals shall become property of the County & is subject to the Freedom of Information Act (FOIA) regulations.

2. AMBIGUOUS BIDS: Bids which are uncertain as to terms, delivery, quantity, or compliance with requirements and/or specifications may be rejected or otherwise disregarded.

3. COVENANT AGAINST CONTINGENT FEES: The vendor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the vendor for the purpose of securing business. For breach or violation of this warranty, Chesterfield County shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

4. BIDDER'S QUALIFICATIONS: Bids shall be considered only from bidders who are regularly established in the business called for and who in the judgment of the Owner are financially responsible and able to show evidence of their reliability, ability, experience, equipment supervised by them to render prompt and satisfactory service in the volume called for under this contract. All bidders for road paving and grading must be on the SCDOT list of approved contractors.

5. WITHDRAWAL OF BIDS: Any bidder may withdraw his bid prior to the closing time scheduled for the receipt of bids. No bid shall be withdrawn for a period of sixty (60) days after the schedule closing time for the receipt of bids. The County reserves the right to award contracts for a period of sixty (60) days.

6. SUBMISSION OF DATA: Each bidder, upon request, shall submit evidence of Liability Insurance, Workmen's Compensation (if required), and other data regarding experience relating to this bid and proposes to satisfy the requirements of this solicitation and fulfillment of a contract.

7. ACCIDENTS: The vendor shall hold the County harmless from all damages and claims that may arise by reason of any negligence on the part of the vendor, his agents or employees in the performance of this contract. In case any action is brought against the County or any of its agents or employees, the vendor shall assume full responsibility for the defense thereof. Upon his failure to do so after proper notice, the County reserves the right to defend such motion and charge all costs thereof to the vendor. The vendor shall take all precautions necessary to protect the public against injury.

8. MATERIALS REQUIRED: Materials required must be in conformity with the specifications and shall be subject to inspection and approval after delivery, and shall comply in quality and type of material and method of manufacture with all applicable local or state laws pertaining thereto. The right is reserved to reject and return at the risk and expense of the vendor such portions of any shipment which may be defective or fail to comply with specifications and without validating the remainder of order.

9. "OR APPROVED EQUAL" CLAUSES: Certain processes, types of equipment or kinds of materials are described in the specifications and on the drawings by means of trade 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 comparison. 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 must indicate brand name, model, model number, size, type, weight, color, etc., of the item bid if not 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 that specifically mentioned in the specifications, he/she shall submit with his bid the information, data, pictures, cuts, designs, etc., of the material he/she plans to furnish so as to enable the County to compare the material specified; and, such material will be given due consideration. The County reserves the right to insist upon and receive the items as specified, if the submitted items do not meet the County's standards for acceptance.

10. PATENTS: The vendor shall hold the County, its officers, agents, and employees harmless from liability of any nature or kind whatsoever, on account of use by the publisher or author, manufacturer or agent, of any copyrighted or uncopyrighted composition, secret process, article or appliance furnished or used under this bid.

11. INSTALLATION: Where equipment is called for to be installed under this bid, it shall be placed, leveled and accurately fastened into place by the vendor. He/she shall be responsible for obtaining dimensions and other such data which may be required to assure exact fit to work under another contract or as intended by the County. The vendor shall be responsible providing an appropriate amount of lead-in to equipment requiring electrical, water or other basic service. The County will normally be responsible for bringing the appropriate service to the lead-in. The vendor shall completely remove from the

premises all packing, crating, and other letter due to his/her work. He/she shall also be responsible for the cost of repair of any damage to existing work which is caused by him/her equipment.

12. GUARANTEE: The vendor shall supply a guarantee for all workmanship for the equipment he/she is furnishing for a period comparable to the standards in the industry. When defects or faulty material is discovered during the guarantee period, the vendor shall, immediately, upon notification by the County, proceed at his/her own expense, to repair or replace the same, together with any damage to all finishes, equipment, and furnishings that may have been damaged as a result of the defective equipment or workmanship.

13. CONFLICTS IN SPECIFICATIONS: When contract language or specifications are in conflict, the Engineer shall choose the language/specification that is applicable to the project condition covered, and shall generally choose the more stringent, restrictive or costly language/specification.

14. SERVICE FACILITIES: In considering the services bid upon, the County shall take into consideration past performance of existing work and installations, service and facilities provided by the bidder. The bidder shall have available a local organization that is trained in proper construction methods.

15. COMPETITION: There are no Federal or State laws that prohibit bidders from submitting a bid lower than a price or bid given to the United States Government. Bidders may bid lower than the United States Government Contract price without any liability because the State is exempt from provisions of the Robinson-Patman Act and other related laws.

16. ASSIGNMENT: No contract may be assigned, sublet, or transferred without a written consent of the Procurement Officer.

17. SPECIFICATIONS: Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and the successful bidder shall be held responsible thereof.

18. INCORPORATION BY REFERENCE: The contents of this Request for Bids, including all drawings, attachments, specifications, and any addenda, will become part of the contract for this Project.

19. PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS:
    a. The Contractor shall preserve and protect all structures, equipment, and vegetation (such as grass, trees, and shrubs) or on or adjacent to the work sites, which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by any careless operation of equipment, or by workman, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with tree pruning compound as directed by the Engineer.
    b. The Contractor shall protect from damage all existing improvements and utilities at or near the work site and on adjacent property of a third party, the locations of which are known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the County representatives(s) may recommend that the necessary work be performed and
    charge the cost to the Contractor.

20. SITE AND OTHER AREAS: The Site is identified in the Bidding Documents. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Bidding Documents. All additional land and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor. The work site shall be left in a safe condition and shall be free from trash on a daily basis. The contractor shall maintain the roadway and roadside to the County's satisfaction for the entire duration of the project, including during stop work delays or delays due to weather, seasonal constraints, etc.

21. SAFETY AND PROTECTION: Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all persons on the Site or who may be affected by the Work, all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

22. SECURITY REQUIRED:
    a. Bid Security - Each Bid must be accompanied by a Bid Bond acceptable to the County. Bid Bonds must be issued by a corporate surety registered and authorized to do business in the State of South Carolina. Bid Bonds shall be payable to the County, shall be for at least five (5%) percent of the total amount of the Bid, and shall serve as a guaranteed deposit that the bid will be carried out to the complete satisfaction of the County.
    b. Forfeiture of Bid Security - Nonperformance by the successful Bidder, or its failure to execute the Contract and meet performance and payment bond requirements and insurance requirements within five (5) calendar days after issuance of Notice of Award, shall result in its bid security being forfeited as liquidated damages, and the Notice of Award and Contract will be rescinded and awarded to another Bidder. Withdrawal or attempted withdrawal of a Bid after the closing date and time but prior to sixty (60) calendar days after the closing date may also result in forfeiture of bid security.
    c. Return of Bid Security - Bid security will be returned to all bidders after the successful Bidder has executed the Contract and delivered all required bonds and insurance certificates. Unsuccessful Bidders will not be entitled to any interest earnings on returned funds.
    d. Payment and Performance Security
        i. The successful Bidder shall provide Performance and Payment Bonds, in a form satisfactory to the County (see Attached "Sample Forms"), in the following amounts no later than at the time of execution of the Contract:
            - Payment Bond: 100% of the total amount of the Contract.
            - Performance Bond: 100% of the total amount of the Contract.
        ii. The aforesaid Payment and Performance Bonds must be issued by a corporate surety registered and authorized to do business in South Carolina and must be counter-signed by a licensed, authorized South Carolina agent.

iii. Attorneys-in-fact who sign Bid Bonds or Performance Bonds must file with each Bond a certified and effective, dated copy of their power of attorney.
iv. The time to be covered by the Performance Bond shall commence on the date of execution of any contract resulting from this RFB and terminate upon final payment to Bidder by County. The time to be covered by the Payment Bond shall commence on the date of execution of any contract resulting from this RFB and terminate twelve (12) months after the date of final acceptance of the Work by the County.
v. Contractor shall execute the attached Form of Agreement upon contract award.

23. CHANGE ORDER
    a. A Change Order is a written order to the Contractor, signed by the authorized County representative, directing changes in the work within the provisions of the Contract.
    b. A Change Order is used to change contract quantities for items with unit prices, provide for incentives, penalties, and adjustments for unit price items as provided in the original Contract, delete contract items, and revise contract time.
    c. A Change Order may include written agreement made and entered into by and between the Contractor and the Owner, covering alterations and unforeseen work incidental to the proper completion of the project, when such work is paid for at an agree unit or lump sum price. Such Change Order becomes a, part of the Contract when approved and properly executed.

24. PERMITS/LICENSING: It shall be the responsibility of the contractor to comply with County Ordinances by securing necessary permits and licenses. The Contractor shall not begin work on any property of the State Department of Transportation until he has secured necessary permits. He shall conform to all requirements of the Highway Department, or its authorized representatives in the prosecution of this portion of the work. It shall be the responsibility of each Bidder to contact the local highway representative and to determine the requirements for the work to be done. Requirements shall include, but are not limited to the following:
25. ENVIRONMENTAL MANAGEMENT: Vendor/Supplier/Contractor will be responsible for complying with all federal, state, and local environmental regulations relating to transportation, handling, storage, spillage, and any other aspect of providing the services specified herein, as applicable.

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FORM OF AGREEMENT

BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT

THIS AGREEMENT is by and between Chesterfield County ("Owner") and _____("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows*:* **Asphalt Paving, Drainage, and Miscellaneous Work on 2 County Roads in Chesterfield County, South Carolina**

ARTICLE 2 – THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: **Asphalt Paving of Cotton Patch Acres and Briarcliff Drive in Unincorporated Chesterfield County, South Carolina**

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by A. Morton Thomas & Associates, Inc (AMT), (Engineer), which is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 Time of the Essence

a. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Dates for Substantial Completion and Final Payment

Project will be completed and ready for final inspection on October 31, 2026

4.03 Liquidated Damages

a. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration preceding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner $500.00 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner $500.00 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined in the bid documents:

a. For all Work other than Unit Price Work, a lump sum of: $ N/A
   All specific cash allowances are included in the above price.

b. For all Unit Price Work, an amount equal to the sum of the established unit price for each

c. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

SEE APPENDICES FOR ESTIMATED QUANTITIES

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ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

a. Engineer will generate pay estimate and submit to contractor for approval prior to sending to owner for approval and payment

6.02 Progress payments; Retainage

a. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 15th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

b. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with the General Conditions.

c. 90 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

d. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

e. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts as Engineer shall determine in accordance with the General Conditions and less 95 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Final Payment

a. Upon final completion and acceptance of the Work in accordance with the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer.

ARTICLE 7 - INTEREST

7.01 All money not paid when due as provided in the General Conditions shall bear interest at the rate of 12 percent per annum.

ARTICLE 8 – CONTRACTOR RESPONSIBILITIES

8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

a. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

b. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

c. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

d. Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

e. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

f. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
g. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

The Contract Documents consist of the following:

a. This Agreement
b. Performance bond
c. Payment bond
d. General Conditions
e. Standard Specifications and Drawings as referenced in the bid documents.
f. Contents of Request for Bids, including all plans, attachments, specifications, and addenda
g. Plans consisting of 14 pages.
h. Addenda (numbers 0 to___, inclusive).
i. Exhibits to this Agreement (enumerated as follows):
j. Contractor's Bid
k. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
    a. Notice to Proceed
    b. Work Change Directives.
    c. Change Orders.

The documents listed in paragraph 9.01.a are attached to this agreement (except as expressly noted otherwise above)

There are no contract documents other than those listed in this Article 9.

The contract documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEIOUS

10.01 Terms

a. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

a. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

a. Owner and Contractor each bind itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

a. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor's Certifications

a. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. "Fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "Collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; an
4. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

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IN WITNESS, WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____, 2024, (Which is the Effective Date of the Agreement).

OWNER:

Chesterfield County, South Carolina

By: _____

Title: _____

Attest: _____

Title: _____

Address for giving notices:

178 Mill Street

Chesterfield SC 29709

_____

(If Owner is a corporation, attach evidence Of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

CONTRACTOR:

_____

By: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attaches evidence of authority to sign.)

Attest: _____

Title: _____

Address for giving notices:

_____

_____

_____

License No.: _____

(Where applicable)

Agent for service of process:

_____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that_____, as Principal, hereinafter called Contractor, and_____as Surety, hereinafter called Surety, are held and firmly bound unto **Chesterfield County, 178 Mill Street, Chesterfield, SC 29709**, as oblige, hereinafter called Owner, in the amount of _____ Dollars ($_____), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has entered into a certain contract with the Owner, dated_____ day of_____, 2026, for the construction of **Cotton Patch Acres & Briarcliff Drive Paving** in accordance with the Drawings and Specifications prepared by A. Morton Thomas & Associates, Inc. (AMT), which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations there under, the Surety may promptly remedy the default, or shall promptly:

1) Complete the Contract accordance with its terms and conditions, or
2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators, or successors of the Owner.

Signed and sealed this_____ day of_____, 2026.

PRINCIPAL	**SURETY**
_____ (Seal)	_____ (Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	By: _____
Signature and Title	Signature and Title (Attach Power of Attorney)
Attest: _____	Attest: _____
Signature and Title	Signature and Title

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that_____, as Principal, hereinafter called Principal, and_____, as Surety, hereinafter called Surety, are held and firmly bound unto **Chesterfield County, 178 Mill Street, Chesterfield, SC 29709**, as oblige, hereinafter called Owner, in the amount of _____ Dollars ($_____), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a certain contract with the Owner, dated_____day of_____, 2026, for the construction of: **Cotton Patch Acres & Briarcliff Drive Paving** in accordance with the Drawings and Specifications prepared by A. Morton Thomas & Associates, Inc. (AMT), which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

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

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

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

3. No suit or action shall be commenced hereunder by any claimant:
   a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, Postage prepaid, in an envelope addressed to the Principal, Owner, or Surety, at place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
   b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

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

Signed and sealed this_____day of_____, 2026

PRINCIPAL	**SURETY**
(Seal)	(Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By:	By:
Signature and Title	Signature and Title (Attach Power of Attorney)
Attest:	Attest:
Signature and Title	Signature and Title

SECTION VI: SPECIAL PROVISIONS

SPECIAL PROVISIONS

Project Number: RFB 07 2526 & 08 2526
County: Chesterfield
This project is to be constructed under the SCDOT 2025 Standard Specifications for Highway Construction, SCDOT 2004 Construction Manual, and the Supplemental Technical Specifications in effect at the time of the letting and the following Special Provisions.

DEFINITION AND TERMS:

Delete Paragraph 101.3, (the) Engineer, of the 2025 Version of the Standard Specifications for Highway Construction in its entirety and replace with the following:

Chesterfield County, acting directly or through his duly authorized representative, such representative acting within the scope of particular assigned duties or authority. On this Project the firm of A. Morton Thomas & Associates, Inc (AMT) shall *function as the Engineer's duly authorized representative with authority as described in Section 105, "CONTROL OF WORK", of the Standard Specifications for Highway Construction, latest Edition.*

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

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

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

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

SUBSTANTIAL COMPLETION OF WORK:

Contractor shall have the work substantially complete **on October 31, 2026**

STANDARD DRAWINGS:

The Bidders are hereby advised that this project shall be constructed using the latest Standard Drawings with all updates effective at the time of the letting. The Standard Drawings are available for download at http://www.scdot.org/doing/sd_disclaimer.shtml. All drawings that are updated are labeled with their effective letting date in red.

The Standard Drawings are available to purchase through the SCDOT Engineering Publications Sales Center. The Engineering Publication Sales Center is located in Room G-19 (basement level) of the SCDOT Headquarters Building, 955 Park Street, Columbia, South Carolina.

All references in the plans, standard specifications, supplemental specifications, supplemental technical specifications or special provisions to drawings under the previous numbering system are hereby updated to the new drawing numbers. Refer to sheets 000-205-01 through 000-205-07 to find new drawing numbers when looking for references to older drawing numbers.

AWARD OF CONTRACT:

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

BID ITEMS AND QUANTITIES:

A list of bid items and quantities can be found in the **Appendices** on Page **69.**

CONSTRUCTION STAKES, LINES AND GRADES:

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

QUALIFIED PRODUCT LISTINGS:

All references to "Approval Sheet" or "Approval Policy" are to be replaced with "Qualified Products Listings (QPL)" and "Qualified Products Policies (QPP)" respectively. This change includes all references in the SCDOT Standard Drawings, SCDOT Standard Specifications, SCDOT Supplemental Specifications, SCDOT Special Provisions, SCDOT Supplemental Technical Specifications, SCDOT Internet and Intranet websites, and all other documents produced by SCDOT.

SOUTH CAROLINA MINING ACT:

See Attached Supplemental Specification Dated **March 20, 2003,** on page **59.** This Supplemental Specification is hereby modified as follows:

Paragraph 9 is hereby deleted and replaced with the following:
The deputy secretary for engineering, or his duly appointed representative, will make a final inspection of the reclaimed area and keep a permanent record of his approval thereof. A map or sketch providing the location and approximate acreage of each pit used on the project will be provided to the resident construction engineer for inclusion in the final plans.

The last paragraph is hereby deleted and replaced with the following:
The contractor shall comply with the provisions of the plan that are applicable to the project as determined by the engineer. Seeding or other work necessary to comply with the plan on pits furnished by the contractor shall be at the expense of the contractor. Seeding shall be in accordance with SC-M-810 (latest version) which can be found at http://scdot.org/doing/sup_tech_specs.shtml.

DBE PARTICIPATION:

The Bidder is encouraged to utilize DBE subcontractors on this project. All DBE participation shall be reported to the Engineer prior to Substantial Completion.

CONSTRUCTION QUALITY CONTROL AND ASSURANCE TESTING:

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

INSURANCE REQUIREMENTS:

In addition to the requirements as set forth in Section 103.8 of the Standard Specifications (Edition of 2007), the Contractor shall purchase and maintain, in a company or companies acceptable to the Owner, general liability and automobile liability insurance written on an occurrence basis, with minimum limits as shown below or as required by law, whichever is greater. **The Contractor shall include the Owner, and A. Morton Thomas & Associates, Inc (AMT) As Additional Insured's**. The authorized insurance company shall provide a Waiver of Subrogation in all policies maintained by the insured for the performance of the Contract.

GENERAL LIABILITY	LIMIT
General Aggregate	$1,000,000.00
Products – Comp/Ops Aggregate	$500,000.00
Personal & Advertising Injury	$500,000.00
Each Occurrence	$500,000.00
Fire Damage (any one fire)	$25,000.00
Medical Expense (any one person)	$10,000.00

AUTOMOBILE LIABILITY (Any Auto)	
Combined Single Limit	$500,000.00

The Contractor shall also purchase and maintain in a company or companies acceptable to the Owner, Worker's Compensation and Employer's Liability Insurance with minimum limits as shown below or as required by law, whichever is greater:

WORKER'S COMPENSATION and EMPLOYER'S LIABILITY (statutory)	LIMIT
(Each Accident)	$100,000.00
(Disease-Policy Limit)	$500,000.00
(Disease-Each Employee)	$100,000.00

Certificates of Insurance acceptable to the Owner shall be filed not less than 10 days after notification of award.

The Certificate of Insurance shall not be changed to the extent that limits are decreased by endorsement, canceled or non-renewed without thirty (30) days prior written notice to the Owner. The Contractor shall provide and maintain the overages as required by Section 103.08 and these additional requirements. Failure to provide and maintain the required coverage will be grounds to declare the Contractor in default of the Contract.

The criteria which Insurance Company or Companies are deemed satisfactory by the Owner shall include, but not be limited to the following:

a) The above required insurance coverage shall be written by a Company or Companies licensed in the areas of required coverage by the Insurance Commissioner of the South Carolina Department of Insurance, and

b) The Insurance Company or Companies shall be assigned a rating of "A-" or better by A. M. Best Company on its most recent Best's Insurance Report, and

c) The Owner considers the "ACORD Certificate of Insurance" as an acceptable form of certificate.

RETAINAGE:

If the Contractor's progress is judged to be delinquent or portions of the work are defective, the County reserves the right to withhold retainage. The total amount retained will be sufficient to cover anticipated liquidated damages and the cost to correct defective work.

PROMPT PAYMENT CLAUSE:

See attached Supplemental Specification dated **July 2017** on page **60**.

MANUFACTURERS MATERIALS CERTIFICATIONS AND CERTIFIED TEST REPORTS:

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

REQUIRED MEDIA NOTIFICATION FOR CONSTRUCTION PROJECTS:

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

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

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

CONTRACT PROVISION TO REQUIRE CERTIFICATION AND COMPLIANCE CONCERNING ILLEGAL ALIENS:

By submission of this bid, the bidder as the prime contractor does hereby agree:

a. to certify its compliance with the requirements of Chapter 14 of Title 8 of the S.C. Code of Laws regarding Unauthorized Aliens and Public Employment;
b. to provide SCDOT with any documents required to establish such compliance upon request; and
c. to register and participate and require agreement from subcontractors and subcontractors to register and participate in the federal work authorization program to verify the employment authorization of all new employees, or to employ only workers who supply the documents required pursuant to S.C.Code 8-14-20(B)(2).

PROSECUTION OF THE ROAD IMPROVEMENT WORK:

It is the County's intention that work on this contract be performed in a sequential manner. Once a construction activity (reclamation, treatment, shoulder work) has started on a road, the Contractor will continue this activity until complete before moving to another road. In the event the Contractor elects to use multiple crews on this project, work may proceed on more than one area. However, in no case will construction activities be initiated on more

areas than the number of work crews engaged in the work without the approval of the Resident Construction Engineer.

CONTRACT TIME AND DETERMINATION AND EXTENSION OF CONTRACT TIME:

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

FAILURE TO COMPLETE THE WORK ON TIME:

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

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

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

COORDINATION OF UTILITY RELOCATION WORK WITH HIGHWAY CONSTRUCTION:

As it is not economically feasible to complete the rearrangement of all utility conflicts in advance of the highway construction, such rearrangements may be underway concurrently with construction.

It shall be the responsibility of the contractor to inspect the site for potential utility conflicts.
It is the responsibility of the Contractor to call Palmetto Utility Protection Service (1-888-721-7877) three (3) days prior to work so that existing utilities can be properly marked.

BORROW EXCAVATION FOR SHOULDERS

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

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

MAINTENANCE STONE:

Maintenance Stone used on this project shall conform to the gradation requirements of Section 305, or to the gradation specified for Aggregate No. CR-14 in the Standard Specifications. This material will be used in driveways and as directed by the engineer.

WORK TO BE INCLUDED IN THIS PROJECT:

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

BITUMINOUS SURFACING:

Sections 406 – 408 of the Standard Specifications shall be amended and/or include as follows:

Contractor shall allow proper breakdown of liquid emulsion before applying stone to treatment. The Contractor shall exercise care so as not to spread an excessive amount of aggregate, which may become a hazard.

Bituminous Surfacing Single Treatment shall include CRS-2P emulsion. After sufficient time has passed to allow stone

to adequately set, but no later than 24 hours upon completion of rolling, roads and intersections must be swept to remove all loose stone from the treatment.

Section 406.3.2 Aggregate Spreaders: The first sentence shall be amended to read, Aggregate Spreaders for this project shall be self-propelled.

BITUMINOUS SURFACING OPERATIONS:

The Contractor shall furnish all labor, equipment, and materials necessary for construction of asphalt pavements. The work covered under this section shall conform to the appropriate requirements of SCDOT Standard Specifications Section 400 and any additional specifications that may be indicated on the construction drawings or as contained below.

The Contractor shall be responsible for any and all additional work due to delay in paving operations. The County shall not be liable for any additional costs associated as such. Additional time will not be provided for damages associated with additional repair work.

ASPHALT PAVEMENTS:

The Contractor shall furnish all labor, equipment, and materials necessary for construction of asphalt pavements. The work covered under this section shall conform to the appropriate requirements of SCDOT Standard Specifications Section 400 and any additional specifications that may be indicated on the construction drawings or as contained below.

The Contractor shall be responsible for any and all additional work due to delay in paving operations. The County shall not be liable for any additional costs associated as such. Additional time will not be provided for damages associated with additional repair work.

1. **HOT MIXED ASPHALT PAVEMENT/INTERMEDIATE/SURFACE COURSE**

   Hot Mixed Asphalt (HMA) mixes shall be manufactured and placed in accordance with SCDOT Standard Specifications Sections 401-403 and SCDOT Supplemental Technical Specifications SC-M-400, SC-M-401, SC-M-402, SC-M-403, SC-M-404, SC-M-405, and SC-M-406.

   A. PRIME OR TACK COAT
      a. A prime or tack coat shall be placed in accordance with Section 401.4.18 of the SCDOT Standard Specifications. A list of SCDOT approved emulsified asphalt can be found in the most recent edition of SCDOT Qualified Products Listing 37 or 38.

2. **MILLING EXISTING ASPHALT PAVEMENT**

   All roads that are milled shall be overlaid within 3 days, or as specified by the Project Manager. If field conditions dictate, the County reserves the right to reduce or extend this requirement. For roads scheduled for milling that have a surface layer less than 1.5 inches, the Contractor is required to maintain the underlying roadway and shall overlay the road within 24 hours. The Construction Manager may issue a Stop Work Order if the Contractor exceeds the 3 day or 24 hour requirement.

3. **WARM MIXED ASPHALT PAVEMENT**

   The Contractor shall use Warm Mix Asphalt (WMA) mixes to complete the work specified by the project. HMA mixes may be used for driveways only. All mix designs shall be produced and placed per all applicable SCDOT Standard Specifications, SCDOT Supplemental Technical Specification SC-M-408, and approved by the SCDOT. The WMA design shall be submitted to the County for approval prior to use. The asphalt mix shall be produced and placed per the Warm Mix Asphalt Special Provision included herein.

MAINTENANCE OF TRAFFIC:

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

MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES:

The Contractor is advised that all work involving design or installation of traffic control devices, including but not limited to signs, pavement markings, elements of work zone traffic control, signals, etc., shall be in compliance with the FHWA's Manual on Uniform Traffic Control Devices (MUTCD), latest edition. The latest edition is defined as the edition that the Traffic Engineering Division of SCDOT recognizes as having been officially adopted (Engineering Directive, Memorandum 19) at the time the project is let, unless stated otherwise in the Special Provisions.

A suggested permanent construction sign schedule has been included on page 82. It shall be the responsibility of the contractor to verify the correctness and mark the location of all signs.

TRAFFIC CONTROL

The Contractor shall execute the item of Traffic Control as required by the Standard Specifications, the plans, the Standard Drawings for Road Construction, these special provisions, all supplemental specifications, the MUTCD, and the Engineer. This is an amendment to the Standard Specifications to require the following:

GENERAL REGULATIONS -

These special provisions shall have priority to the plans and comply with the requirements of the MUTCD and the standard specifications. Revisions to the traffic control plan through modifications of the special provisions and the plans shall require approval by the County. **Final approval of any revisions to the traffic control plan shall be pending upon review.**

Install and utilize changeable message signs in all lane closures installed on high volume high-speed multilane roadways. Use of changeable message signs in lane closures installed on low volume low speed multilane roadways is optional unless otherwise directed by the plans and the Engineer. Install and use a changeable message sign within a lane closure set-up as directed by the *Standard Drawings For Road Construction*. When a lane closure is not present for any time to exceed 24 hours, remove the changeable message sign from the roadway. Place the sign in a predetermined area on the project site, as approved by the Engineer, where the sign is not visible to passing motorists. The preprogrammed messages utilized shall be in accordance with the *Standard Drawings For Road Construction* when used as part of the traffic control set-up for lane closures. Only those messages pertinent to the requirements of the traffic control situation and the traffic conditions are permitted for display on a changeable message sign at all times. At no time, will the messages displayed on a changeable message sign duplicate the legends on the permanent construction signs.

During operation of changeable message signs, place the changeable message sign on the shoulder of the roadway no closer than 6 feet between the sign and the near edge of the adjacent travel lane. When the sign location is within 30' of the near edge of a travel lane open to traffic, supplement the sign location with no less than 5 portable plastic drums placed between the sign and the adjacent travel lane for delineation of the sign location. Install and maintain the drums no closer than 3 feet from the near edge of the adjacent travel lane. This requirement for delineation of the sign location shall apply during all times the sign location is within 30' of the near edge of a travel lane open to traffic, including times of operation and non-operation. Oversized cones are prohibited as a substitute for the portable plastic drums during this application.

All signs mounted on portable sign supports shall have a minimum mounting height of 5' from the ground to the bottom of the sign. All signs mounted on ground mounted u-channel posts shall have a minimum mounting height of 7' from the ground to the bottom of the sign. Temporary "Exit" signs (M1025-00) shall be located within each temporary gore during lane closures on multilane roadways. Mount these signs a minimum of 7' from the pavement surface to the bottom of the sign in accordance with the requirements of the MUTCD.

When covering signs with opaque materials, the Department prohibits attaching a covering material to the face of the sign with tape or a similar product or any method that will leave a residue on the retroreflective sheeting. Residue from tape or similar products, as well as many methods utilized to remove such residue, damages the effective reflectivity of the sign. Therefore, contact of tape or a similar product with the retroreflective sheeting will require replacement of the sign. The cost for replacement of a sign damaged by improper covering methods will be considered incidental to providing and maintaining the sign; no additional payment will be made.

Signs not illustrated on the typical traffic control standard drawings designated for permanent construction signs shall be considered temporary and shall be included in the lump sum price bid item for "Traffic Control" unless otherwise specified.

Install and maintain any necessary detour signing as specified by the typical traffic control standard drawings

designated for detour signing, Part VI of the MUTCD, these Special Provisions, and the Engineer. The lump sum price bid item for "Traffic Control" includes payment for installation and maintenance of the detour signing.

The Contractor shall maintain the travel patterns as directed by the traffic control plans and shall execute construction schedules expeditiously. The Contractor shall provide the Resident Engineer with no less than a two-week prior notification of changes in traffic patterns.

Upon completion of the final riding surface on each road, the Contractor will be allowed up to 3 working days to begin eliminating shoulder drop-offs greater than 2" and continue the work until these drop-offs are eliminated.

During paving operations, the Department requires lane closures at all times where grade elevation differences and drop-offs greater than 2" exist adjacent to or between the travel lanes of a roadway opened to traffic, unless otherwise specified by these special provisions. Maintain lane closure restrictions at all times unless otherwise directed by these special provisions.

During surface planing and milling operations, the department requires lane closures at all times where grade elevation differences and drop-offs greater than 1" exist adjacent to or between the travel lanes of a roadway open to traffic, unless otherwise specified by these special provisions. If this grade elevation difference exceeds 1", mill the adjacent travel lanes or pave the milled travel lanes as necessary to eliminate these grade elevation differences before opening the travel lanes to traffic at these locations. Maintain lane closure restrictions at all times unless otherwise directed by these special provisions.

During the paving operations, the length of roadway with an acceptable grade elevation difference less than or equal to 2" shall not exceed 2 miles.

During the surface planing operations, the length of roadway with an acceptable grade elevation difference less than or equal to 1" shall not exceed 2 miles.

LANE CLOSURE RESTRICTIONS -

The Contractor shall install all lane closures as directed by the Standard Specifications For Highway Construction (Edition of 2025), the Standard Drawings For Road Construction, these special provisions, the MUTCD, and the Engineer. The Contractor shall close the travel lanes of two-lane two-way roadways by installing flagging operations. The Contractor shall close the travel lanes of multilane roadways as directed by the typical traffic control standard drawings designated for lane closures on primary routes.

The Department prohibits lane closures on primary routes during any time of the day that traffic volumes exceed 800 vehicles per hour per direction. The Department reserves the right to suspend a lane closure if any resulting traffic backups are deemed excessive by the Engineer. Maintain all lane closure restrictions as directed by the plans, these special provisions, and the Engineer. The Department reserves the right to restrict the installation of lane closures on high volume primary routes when the presence of a lane closure will seriously hinder normal traffic flow during extended holiday periods. An extended holiday period is hereby defined as those days preceding and following the holiday that experience significant increases in the volume of traffic due to the holiday as determined by the Department. Also, the Department reserves the right to increase an extended holiday period if excessive traffic disruptions occur during those days prior to and after the established extended holiday period. Extended holiday periods include but are not limited to the week of Thanksgiving, the weeks before and after Christmas, and the weeks before and after the 4th of July. The Contractor should submit inquiries to the Engineer regarding specific days of an extended holiday period no less than two weeks prior to entering into an extended holiday period. The Contractor should make these inquiries annually due to the progressive nature of the calendar.

Flagging operations are considered to be lane closures for two-lane two-way operations and shall be subject to all restrictions for lane closures as specified by this contract.

Lane closures, including flagging operations, are restricted to maximum distances of 2 miles. Install all lane closures according to the typical traffic control standard drawings. On occasions when daytime lane closures must be extended into the nighttime hours, substitute the nighttime lane closure standards for the daytime lane closure standards.

The Department reserves the right to suspend a lane closure if any resulting traffic backups are deemed excessive by the Engineer. Maintain all lane closure restrictions as directed by the Standard Specifications, these special provisions, and the Engineer.

Install the permanent construction signs as shown on the typical traffic control standard drawing, "Construction Signing Permanent Primary Routes 605-010-02", or as directed by Engineer. A list of roadways for the placement of

the signs can be obtained from the Engineer.

PAVEMENT MARKINGS:

Stop bars are to be installed at all stop-controlled intersections (signalized or stop signs) unless directed otherwise by the County.

REMOVAL OF PAVEMENT MARKINGS:

In the event of poor and/or incorrect installation of pavement markings by the Contractor and/or subcontractor, the removal of existing markings shall follow SCDOT Standard Specifications Section 631. Removal and replacement, and any additional mitigation efforts, shall be at no additional cost to the County.

If removal and replacement does not meet expectations of the County, additional mitigation such as mill and repave, etc., may be required at the discretion of the Project Manager.

CONSTRUCTION SCHEDULE:

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

SURPLUS MATERIAL:

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

SEEDING:

Section 810.2.3.3 is hereby amended by adding the following note to the table:

2 The use of Annual Sudan Grass for temporary vegetation shall be prohibited statewide. Seeding will be accomplished using the hydro seeding method.

PERMANENT PIPE CULVERTS

Ensure that all types and sizes of permanent and temporary pipe culverts conform to the requirements of the special provisions and the latest edition of applicable SCDOT supplemental, OMR Standard Method of tests.

Supplemental Technical Specification SC-M-714 in effect at the time the bid proposed for the project was advertised page 73.

PIPE DISPOSAL:

Any pipe that must be removed shall be removed by the contractor to an approved site. The cost of pipe disposal is to be included in the cost of the new pipe.

LUMP SUM BID ITEMS:

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

HOT MIX ASPHALT:

The costs of shaping and compacting the existing or added crushed stone base in driveways or elsewhere shall be included in the costs of the HMA which will cover the base. All driveways will be paved. The contractor shall furnish to the Engineer a plant mix lab report for each mix used daily.

TESTING:

The contractor will be responsible for all quality control and testing. One-point proctors will be accepted if necessary. A minimum of one compaction test will be run every 2500 feet of cement modified base or at least one per lane per road. Roller patterns, daily plant test reports, and other tests required by SCDOT will also be required on HMA.

WORK SCHEDULE:

There will be no mixing or digging operations between 4 PM on Friday and 7AM on Monday, without written permission of the engineer. No work will be performed on Saturday or Sunday.

ASPHALT BINDER ADJUSTMENT INDEX:

The Asphalt binder index on this project is the SCDOT index February 2025 and will be used on HMA Surface Course Type C and be determined in the following manner. Using the daily plant mix lab report, the amount of binder will be determined and indexed up or down accordingly.

WARRANTY:

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

BID DOCUMENTS:

All documents from page **7 through page 33** inclusive, shall be considered part of the bidding documents, and will be submitted with bid, making sure all blanks have been filled in or signed.
This item will consist of 6" deep HMA patching per SCDOT specs

COMPLETION DATE:

The completion date for this project is November 30, 2026**.**

CLEAN UP:

It shall be the Contractor's responsibility to keep the site neat and clean as construction progresses. All rubbish, waste materials, and unnecessary construction equipment shall be removed from the site except as otherwise specified. All construction shall be accomplished so that the public and adjacent property owners will be inconvenienced as little as possible.

The Contractor shall restore or replace any damage to public or private properties to a condition at least equal to that of the existing lands prior to site construction work. To this end, the Contractor shall do as required all necessary highway, driveway, sidewalk, or landscape work to restore properties to their preexisting conditions.

The Contractor shall remove from the construction site all temporary buildings or structures, equipment, and excess materials utilized during the progress of the work.

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SECTION VII: SUPPLEMENTAL SPECIFICATIONS

March 20, 2003

THE SOUTH CAROLINA MINING ACT

The South Carolina Mining Act enacted by the General Assembly in 1973 requires that the Department adopt reclamation standards to govern activities of the Department and any person acting under contract with the Department, on highway rights-of-way or material pits maintained solely in connection with the construction, repair and maintenance of the public road systems in South Carolina.
STANDARD PLAN FOR THE RECLAMATION OF EXCAVATED AREAS ADOPTED BY THE South Carolina DEPARTMENT OF TRANSPORTATION

Reclamation plans as stated herein shall include all areas disturbed in excavations of borrow and material pits, except planned inundated areas.

The final side slopes of areas excavated for borrow and material pits shall be left at such an angle so as to minimize erosion and the possibility of slides. The minimum slope in every case shall be not less than 3:1.

Small pools of water should not be allowed that are, or are likely to become noxious, odious, or foul to collect or remain on the borrow pit. Suitable drainage ditches, conduits, or surface gradient shall be constructed to avoid collection of noxious, odious, or foul pools of water unless the borrow pit is to be reclaimed into a lake or pond.

Borrow pits reclaimed to a lake or pond must have an adequate supply of water to maintain a water sufficient level to maintain a minimum water depth of four (4) feet on at least fifty (50) percent of the surface area of the lake or pond.

Excavated areas will be drained where feasible unless otherwise requested by the property owner where, in such instances, the property owner may wish to develop the excavated area for recreational purposes or for the raising of fish, or for other uses, in compliance with the South Carolina Mining Act.

Where material is stripped from the ground surface in relatively thin layers, the area, after excavation has been completed, will be thoroughly scarified and terraced and planted to establish satisfactory vegetation necessary to control erosion. Vegetative cover should be established on a continuing basis to ensure soil stability appropriate to the area. Conservation practices essential for controlling both on-site and off-site erosion and siltation must be established. A minimum of seventy-five (75) percent vegetative ground cover, with no substantial bare spots, must be established and maintained into the second growing season.

Excavated areas that are drained will be seeded to obtain a satisfactory vegetative cover. The side slopes of excavated area will be planted to vegetation.

The State Highway Engineer, or his duly appointed representative, will make a final inspection of the reclaimed area and keep a permanent record of his approval thereof. A map or sketch providing the location and approximate acreage of each pit used on the project will be made available to the Final Plans Engineer.

All applicable regulations of agencies and statutes relating to the prevention and abatement of pollution shall be complied with by the contractor in the performance of the contract.

The Contractor shall comply with the provisions of the Plan which are applicable to the project as determined by the Engineer. Seeding or other work necessary to comply with the plan on pits furnished by the contractor shall be at the expense of the contractor. Bermuda shall not be planted on ground surface pit areas. The quantity of fescue seed specified in Subsection 810.04 of the Standard Specifications shall be increased to fifteen (15) pounds in lieu of the deleted Bermuda seed.

July 2017

PROMPT PAYMENT CLAUSE

(1) Subject to the provisions on retainage provided in Paragraph (2) below, when a subcontractor has satisfactorily performed a work item of the subcontract, the Contractor must pay the subcontractor for the work item within seven (7) calendar days of the Contractor's receipt of payment from SCDOT. A subcontractor shall be considered to have "satisfactorily performed a work item of the subcontract" when the SCDOT pays the Contractor for that work item. In the case of a second or third tier subcontractor, the 7-day time period begins to run when the 1st tier subcontractor receives payment from the Contractor or when the 2nd tier subcontractor receives payment from the 1st tier subcontractor.

(2) The Contractor may withhold as retainage up to five (5%) percent of a subcontractor's payment until satisfactory completion of all work items of the subcontract. "Satisfactory completion of all work items of the subcontract" shall mean when the SCDOT accepts the last work item of the subcontract. The Contractor must release to the subcontractor any retainage withheld within seven (7) calendar days from the date the Contractor receives payment from SCDOT for the last work item of the subcontract or within seven (7) days from SCDOT's acceptance of the last work item of the subcontract, whichever is the latest to occur. However, upon documentation of good cause provided by the contractor and written concurrence by the Director of Construction, the Contractor may continue to withhold the 5% retainage.

(3) Prior to receiving payment of each monthly estimate, the Contractor shall (a) certify to SCDOT that the construction estimate is complete and that its subcontractors have been paid for work covered by previous estimates, for which they are entitled to be paid, in accordance with paragraphs (1) and (2) above, and (b) submit verification that Contractor has received similar certifications or evidence from its subcontractors that lower tier subcontractors have been paid in accordance with paragraph (1). No payment will be made to Contractor unless such documentation/certification is received or SCDOT has issued written approval for delayed payment and required status reports as follows:

(i) The obligation to promptly pay subcontractors (all tiers) or to release retainage does not arise if there is a legitimate subcontract dispute with first tier and/or lower tier subcontractors. If there is a subcontract dispute, the Contractor may submit a written request to SCDOT to approve a delay in payment to the subcontractor which shall explain the nature of the dispute and identify relevant subcontract provisions as support. The explanation may include those reasons set forth in the SC Prompt Pay Act (S.C. Code Section 29-6-40). Payment to the subcontractor shall not be withheld without prior SCDOT written approval.

(ii) Contractor shall submit a status report of the dispute in each monthly progress payment. The status report shall contain:

- justification for the continuation of nonpayment in the form of a pending judicial proceedings, alternate dispute resolution (ADR) process or administrative proceedings, as evidence of why the delay shall continue; or
- a certification that the matter is resolved, and payment has been issued to the subcontractor (first tier and/or lower tier subcontractors).

(4) Failure to comply with any of the above provisions shall constitute a material breach of the contract and shall result in one or more of the following sanctions: (1) no further payments to the Contractor unless and until compliance is achieved; (2) monetary sanctions; and/or (3) the Contractor being declared in default and being subject to termination pursuant to Section 108.10 of the Standard Specifications.

(5) Any subcontractor who believes it is due payment in accordance with the Prompt Payment Clause may request information from the servicing Resident Construction Engineer (RCE) as to whether and when payment for the subcontractor's work has been made to the Contractor. If payment has been made to the Contractor, and a subcontractor certifies to the RCE that the subcontractor has not been paid within seven (7) calendar days of SCDOT's payment to the Contractor or paid as provided in paragraph (1) for sub-tiers, the RCE will notify the Director of Construction. If SCDOT has not approved the delay in payment pursuant to paragraph 3 above, appropriate remedies set forth in paragraph (4) will be applied. On federally funded projects, the subcontractor may contact the Federal Highway Administration should SCDOT fail to address the non-payment issue.

(6) The Contractor agrees by submitting this bid or bid that it will include this clause titled "PROMPT PAYMENT CLAUSE," provided by the SCDOT, without modification, in all subcontracts with its subcontractors. Contractor is responsible for requiring all of its subcontractors to include this PROMPT PAYMENT CLAUSE in all lower tier subcontracts. If Contractor knowingly enters or knowingly allows a subcontractor or lower tier subcontractor to enter into a subcontract without the PROMPT PAYMENT CLAUSE, SCDOT may apply the appropriate remedies set forth in paragraph (4) or pursue other available remedies, including breach of contract.

SECTION 810: EROSION CONTROL MEASURES

Delete Subsection 810.4.2 of the Standard Specifications in its entirety and replace with the following:

In addition to the erosion control measures specified in the Plans, Standard Specifications, Supplemental Technical Specifications and the Special Provisions, the Contractor is advised that all land disturbing activities (clearing and grubbing, excavation, borrow and fill) are subject to the requirements set forth in the following permits and regulations:

- South Carolina Code of Regulations 63-380, Standard Plan for Erosion, Sediment, and Stormwater Runoff Control. The regulation can be found at the South Carolina Legislature website.

- Erosion and Sediment Reduction Act of 1983 (Title 48, Chapter 18 of the South Carolina Code of Laws of 1983, as amended). Section 70 of this code authorized the South Carolina Department of Health and Environmental Control (SCDHEC) to administer this regulation with respect to lands under the jurisdiction of the South Carolina Department of Transportation. The code can be found at the South Carolina Legislature website.

- National Pollutant Discharge Elimination System (NPDES) General Permit Number SCR160000, effective January 1, 2013 (or latest version): The Environmental Protection Agency, in accordance with the Federal Clean Water Act, has granted to the South Carolina Department of Health and Environmental Control (SCDHEC) the authority to administer the Federal NPDES permit program in the State of South Carolina. The permit may be viewed at the SCDOT website.

In accordance with the NPDES General Permit SCR160000 section 2.1.E: "The Prime Contractor hired by SCDOT for a project will become a Secondary Operator with SCDOT upon signing the awarded contract. The Secondary Operator must complete the agreement found in Appendix B of the SCDOT Contract, (Contractor Certification Form). The agreement is to be signed in accordance with the signatory requirements of §122.22 of the South Carolina Regulation 61-9. The agreement is to be maintained with the SWPPP.

By signing the Contract, the contractor accepts/understands the terms and conditions of the *Storm Water Pollution Prevention Plan (SWPPP)* as required by the NPDES General Permit SCR160000 and may be legally accountable to SCDHEC for compliance with the terms and conditions of the SWPPP. In addition, the contractor is responsible for ensuring all subcontractors comply with the SWPPP and the permit requirements.

The SCDOT will complete and forward a *Notice of Intent* (*NOI*) to SCDHEC. If SCDHEC does not send a letter within 10 business days of receipt of the *NOI,* authorizing coverage, denying coverage, or advising that a review of the *SWPPP* will take place, coverage will be automatically granted.

At the pre-construction conference, with the contractor, the SWPPP will be explained and discussed so that the contractor is made aware of their responsibilities in the *SWPPP*.

Upon authorization of coverage, the SWPPP is to be fully implemented. The prompt installation of erosion coordinated with construction activities to maintain compliance with the above regulations and NPDES General Permit.

Erosion and Sediment Control Inspections are to be conducted by a qualified individual (Certified Erosion Prevention and Sediment Control Inspectors (CEPSCI), P.E., or those as stated in the permit) by the Department at least every 7 calendar days. A representative of the Contractor is also encouraged to accompany the inspection. Correct deficiencies noted during these inspections within the assigned priority period. If deficiencies are not corrected within this timeframe, the RCE can stop all work (except erosion and sediment control measures) until the deficiencies are corrected.

Give special attention to critical areas within the project limits (i.e., running streams, water bodies, wetlands, etc.). In these areas, the RCE may direct the Contractor to undertake immediate corrective action, but in no case, allow these deficiencies to remain unresolved more than 48 hours for a priority 1 deficiency or 7 days for a priority 2 deficiency. This is in accordance with their assigned priority as identified during the Erosion and Sediment Control Inspection.

Failure to adequately comply with the provisions as detailed above or any other required erosion control measures can result in stoppage of all contract operations (except erosion and sediment control measures) until corrective action has been taken. Additional sanctions may be invoked by the SCDHEC in accordance with their authority.

Fines assessed on the Department by SCDHEC as the result of the Contractor's non-compliance or violation of said permit provisions will be paid by the Department and will subsequently be deducted from any monies due to the Contractor. In case no monies are due or available, the fines incurred will be charged against the Contractor's Surety.

SECTION VIII: PROJECT INFORMATION

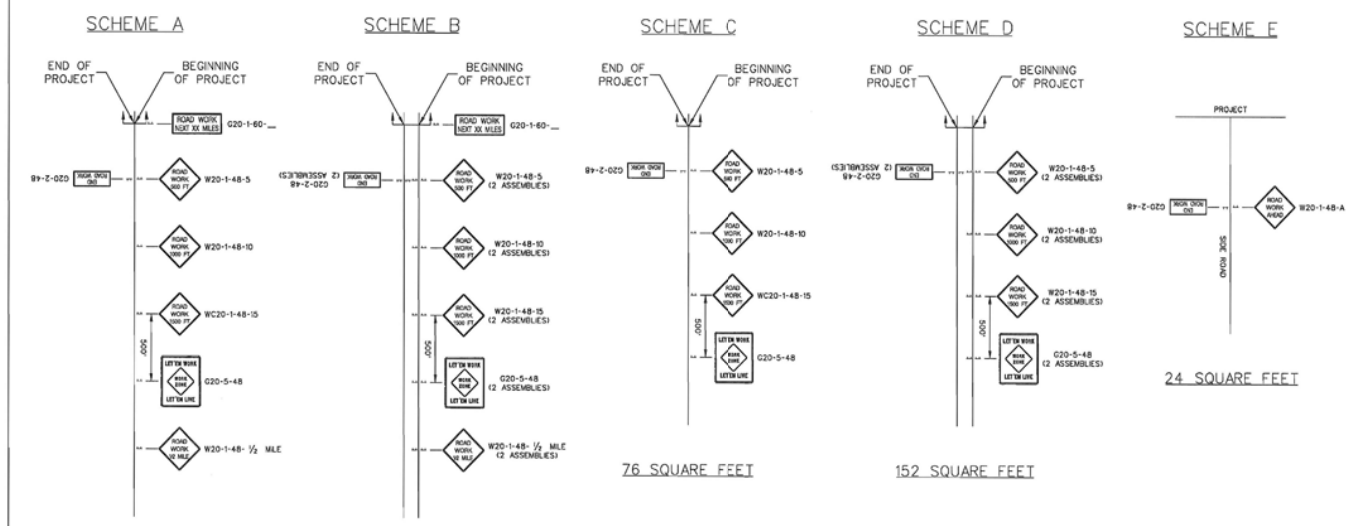
Cotton Patch Acres & Briarcliff Drive Paving
Construction Plans

Attached Separately

PROJECT STANDARD DRAWINGS

Standard Drawings Attached for Reference:

605-010-02 (Scheme E)
610-005-00 (Flagging Operations)
651-110-00 (Flat Sheet Mounting Details)



GENERAL NOTES

1. ALL SIGN LOCATIONS ARE TO BE MEASURED FROM THE WORK AREA. THE WORK LIMITS FOR THE PROJECT WILL BE DETERMINED BY THE ENGINEER AND AS INDICATED IN THE CONTRACT.
2. INSTALL ALL PERMANENT CONSTRUCTION SIGNS ON APPROVED GROUND MOUNTED SIGN POSTS UNLESS OTHERWISE DIRECTED BY THE DEPARTMENT. UTILIZE EITHER 3 PPF U-CHANNEL OR SQUARE STEEL TUBE POSTS FOR THESE INSTALLATIONS. INSTALL EACH PERMANENT CONSTRUCTION SIGN ASSEMBLY NO LESS THAN 2 FEET FROM THE NEAR EDGE OF A PAVED SHOULDER OR THE FACE OF A CURB OR 6-12 FEET FROM THE NEAR EDGE OF AN ADJACENT TRAVEL LANE WITHOUT THE PRESENCE OF A PAVED SHOULDER OR A CURB & GUTTER TO THE NEAREST EDGE OF THE SIGN ASSEMBLY. ALSO, MOUNT EACH PERMANENT CONSTRUCTION SIGN ASSEMBLY TO PROVIDE A MOUNTING HEIGHT OF NO LESS THAN 7 FEET OR NO GREATER THAN 8 FEET FROM THE BOTTOM EDGE OF THE PRIMARY SIGN TO THE GRADE ELEVATION OF THE NEAR EDGE OF THE ADJACENT TRAVEL LANE. HOWEVER, IF A SECONDARY SIGN IS MOUNTED BELOW THE PRIMARY SIGN, MOUNT THE SIGN ASSEMBLY TO PROVIDE A MOUNTING HEIGHT OF NO LESS THAN 6 FEET FROM THE BOTTOM EDGE OF THE SECONDARY SIGN TO THE GRADE ELEVATION OF THE NEAR EDGE OF THE ADJACENT TRAVEL LANE. PROVIDE AND UTILIZE SPECIAL SIGN MOUNTING DEVICES AND HARDWARE AS NECESSARY FOR INSTALLING PERMANENT CONSTRUCTION SIGN ASSEMBLIES IN AREAS WHERE CONCRETE MEDIAN BARRIER WALLS, BRIDGE PARAPET WALLS OR DOUBLEFACED GUARDRAIL ARE PRESENT.
3. MOUNT ALL FLAT SHEET PERMANENT CONSTRUCTION SIGNS STRAIGHT AND LEVEL AND WITH THE FACE OF THE SIGNS PERPENDICULAR TO THE SURFACE OF THE ROADWAY.
4. REFLECTORIZE ALL ORANGE PERMANENT CONSTRUCTION SIGNS AND ANY ORANGE AREAS OF MULTICOLORED PERMANENT CONSTRUCTION SIGNS WITH A FLUORESCENT ORANGE COLORED PRISMATIC RETROREFLECTIVE SHEETING. REFLECTORIZE ALL WHITE PERMANENT CONSTRUCTION SIGNS AND ANY WHITE AREAS OF MULTICOLORED PERMANENT CONSTRUCTION SIGNS WITH A WHITE COLORED PRISMATIC RETROREFLECTIVE SHEETING.
5. SPACINGS INDICATED ARE FOR NORMAL CONDITIONS; ADJUSTMENTS MAY BE REQUIRED DUE TO HORIZONTAL AND/OR VERTICAL ALIGNMENTS OR OTHER SIGHT DISTANCE RESTRICTIONS.
6. ALL TRAFFIC CONTROL DEVICES SHALL COMPLY WITH ALL NCHRP REPORT 350 REQUIREMENTS AND SHALL REQUIRE APPROVAL BY THE DEPARTMENT. ONLY THOSE TRAFFIC CONTROL DEVICES INCLUDED ON THE "APPROVED PRODUCTS LIST FOR TRAFFIC CONTROL DEVICES IN WORK ZONES" ARE CONSIDERED ACCEPTABLE FOR USE. THIS LIST MAY BE ACCESSED ON THE DEPARTMENT'S WEB SITE AT: www.scdot.org .
7. THE DEPARTMENT RESERVES THE RIGHT TO RESTRICT WORK OPERATIONS AND/OR WITHHOLD THE MONTHLY ESTIMATE IF THE TRAFFIC CONTROL IS NOT PROPERLY INSTALLED AND MAINTAINED AS DIRECTED BY THE STANDARD SPECIFICATIONS, THE SPECIAL PROVISIONS, THE STANDARD DRAWINGS, THE PLANS AND/OR THE ENGINEER.

THIS DRAWING IS NOT TO SCALE

REFERENCES

WORK ZONE TRAFFIC CONTROL ENGINEER

SOUTH CAROLINA LICENSED PROFESSIONAL ENGINEER NO. 24242 WILLIE E. McCONNELL, JR.

SIGNATURE

8/2/12
DATE

#	DATE	CHK	DESCRIPTION
6			
5			
4			
3			
2			
1	1-9-12	JCS	GENERAL UPDATE
0	8-13-07	JCS	DRAWING NO. UPDATE

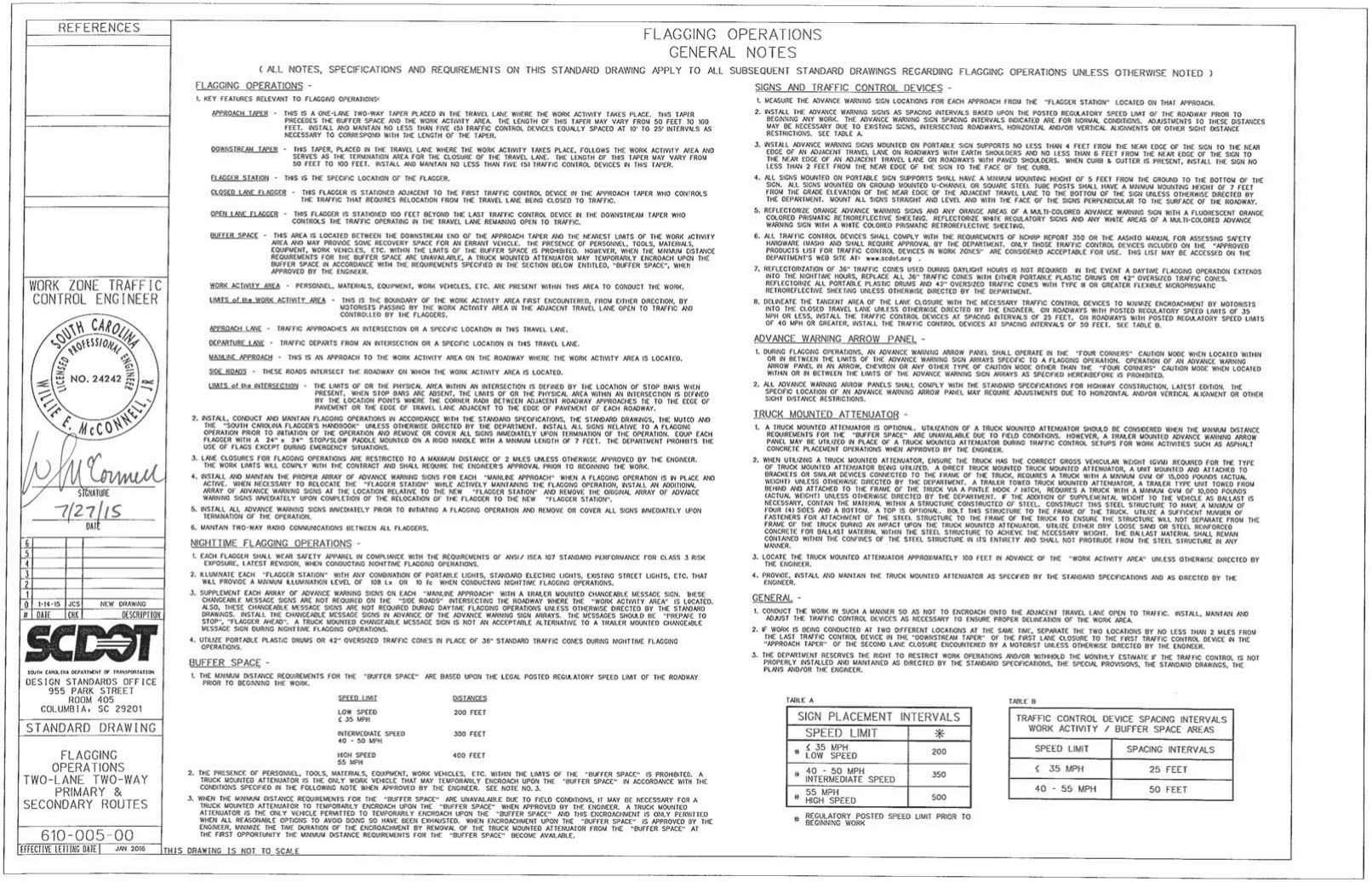
SCDOT
SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION
DESIGN STANDARDS OFFICE
955 PARK STREET
ROOM 405
COLUMBIA, SC 29201

STANDARD DRAWING

CONSTRUCTION SIGNING PERMANENT PRIMARY ROUTES

605-010-02

EFFECTIVE LETTING DATE: JAN. 2013



REFERENCES

WORK ZONE TRAFFIC CONTROL ENGINEER

SOUTH CAROLINA LICENSED PROFESSIONAL ENGINEER NO. 24242 WILLIE E. McCONNELL, JR.

SIGNATURE

7/27/15
DATE

#	DATE	CHK	DESCRIPTION
6			
5			
4			
3			
2			
1			
0	1-14-15	JCS	NEW DRAWING

SCDOT

SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION
DESIGN STANDARDS OFFICE
955 PARK STREET
ROOM 405
COLUMBIA, SC 29201

STANDARD DRAWING

FLAGGING OPERATIONS
TWO-LANE TWO-WAY
PRIMARY &
SECONDARY ROUTES

610-005-00

EFFECTIVE LETTING DATE | JAN 2016

THIS DRAWING IS NOT TO SCALE

FLAGGING OPERATIONS
GENERAL NOTES

(ALL NOTES, SPECIFICATIONS AND REQUIREMENTS ON THIS STANDARD DRAWING APPLY TO ALL SUBSEQUENT STANDARD DRAWINGS REGARDING FLAGGING OPERATIONS UNLESS OTHERWISE NOTED)

FLAGGING OPERATIONS -

1. KEY FEATURES RELEVANT TO FLAGGING OPERATIONS:

   APPROACH TAPER - THIS IS A ONE-LANE TWO-WAY TAPER PLACED IN THE TRAVEL LANE WHERE THE WORK ACTIVITY TAKES PLACE. THIS TAPER PRECEDES THE BUFFER SPACE AND THE WORK ACTIVITY AREA. THE LENGTH OF THIS TAPER MAY VARY FROM 50 FEET TO 100 FEET. INSTALL AND MAINTAIN NO LESS THAN FIVE (5) TRAFFIC CONTROL DEVICES EQUALLY SPACED AT 10' TO 25' INTERVALS AS NECESSARY TO CORRESPOND WITH THE LENGTH OF THE TAPER.

   DOWNSTREAM TAPER - THIS TAPER, PLACED IN THE TRAVEL LANE WHERE THE WORK ACTIVITY TAKES PLACE, FOLLOWS THE WORK ACTIVITY AREA AND SERVES AS THE TERMINATION AREA FOR THE CLOSURE OF THE TRAVEL LANE. THE LENGTH OF THIS TAPER MAY VARY FROM 50 FEET TO 100 FEET. INSTALL AND MAINTAIN NO LESS THAN FIVE (5) TRAFFIC CONTROL DEVICES IN THIS TAPER.

   FLAGGER STATION - THIS IS THE SPECIFIC LOCATION OF THE FLAGGER.

   CLOSED LANE FLAGGER - THIS FLAGGER IS STATIONED ADJACENT TO THE FIRST TRAFFIC CONTROL DEVICE IN THE APPROACH TAPER WHO CONTROLS THE TRAFFIC THAT REQUIRES RELOCATION FROM THE TRAVEL LANE BEING CLOSED TO TRAFFIC.

   OPEN LANE FLAGGER - THIS FLAGGER IS STATIONED 100 FEET BEYOND THE LAST TRAFFIC CONTROL DEVICE IN THE DOWNSTREAM TAPER WHO CONTROLS THE TRAFFIC OPERATING IN THE TRAVEL LANE REMAINING OPEN TO TRAFFIC.

   BUFFER SPACE - THIS AREA IS LOCATED BETWEEN THE DOWNSTREAM END OF THE APPROACH TAPER AND THE NEAREST LIMITS OF THE WORK ACTIVITY AREA AND MAY PROVIDE SOME RECOVERY SPACE FOR AN ERRANT VEHICLE. THE PRESENCE OF PERSONNEL, TOOLS, MATERIALS, EQUIPMENT, WORK VEHICLES, ETC. WITHIN THE LIMITS OF THE BUFFER SPACE IS PROHIBITED. HOWEVER, WHEN THE MINIMUM DISTANCE REQUIREMENTS FOR THE BUFFER SPACE ARE UNAVAILABLE, A TRUCK MOUNTED ATTENUATOR MAY TEMPORARILY ENCROACH UPON THE BUFFER SPACE IN ACCORDANCE WITH THE REQUIREMENTS SPECIFIED IN THE SECTION BELOW ENTITLED, "BUFFER SPACE", WHEN APPROVED BY THE ENGINEER.

   WORK ACTIVITY AREA - PERSONNEL, MATERIALS, EQUIPMENT, WORK VEHICLES, ETC. ARE PRESENT WITHIN THIS AREA TO CONDUCT THE WORK.

   LIMITS of the WORK ACTIVITY AREA - THIS IS THE BOUNDARY OF THE WORK ACTIVITY AREA FIRST ENCOUNTERED, FROM EITHER DIRECTION, BY MOTORISTS PASSING BY THE WORK ACTIVITY AREA IN THE ADJACENT TRAVEL LANE OPEN TO TRAFFIC AND CONTROLLED BY THE FLAGGERS.

   APPROACH LANE - TRAFFIC APPROACHES AN INTERSECTION OR A SPECIFIC LOCATION IN THIS TRAVEL LANE.

   DEPARTURE LANE - TRAFFIC DEPARTS FROM AN INTERSECTION OR A SPECIFIC LOCATION IN THIS TRAVEL LANE.

   MAINLINE APPROACH - THIS IS AN APPROACH TO THE WORK ACTIVITY AREA ON THE ROADWAY WHERE THE WORK ACTIVITY AREA IS LOCATED.

   SIDE ROADS - THESE ROADS INTERSECT THE ROADWAY ON WHICH THE WORK ACTIVITY AREA IS LOCATED.

   LIMITS of the INTERSECTION - THE LIMITS OF OR THE PHYSICAL AREA WITHIN AN INTERSECTION IS DEFINED BY THE LOCATION OF STOP BARS WHEN PRESENT, WHEN STOP BARS ARE ABSENT, THE LIMITS OF OR THE PHYSICAL AREA WITHIN AN INTERSECTION IS DEFINED BY THE LOCATION POINTS WHERE THE CORNER RADII BETWEEN ADJACENT ROADWAY APPROACHES TIE TO THE EDGE OF PAVEMENT OR THE EDGE OF TRAVEL LANE ADJACENT TO THE EDGE OF PAVEMENT OF EACH ROADWAY.

2. INSTALL, CONDUCT AND MAINTAIN FLAGGING OPERATIONS IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS, THE STANDARD DRAWINGS, THE MUTCD AND THE "SOUTH CAROLINA FLAGGER'S HANDBOOK" UNLESS OTHERWISE DIRECTED BY THE DEPARTMENT. INSTALL ALL SIGNS RELATIVE TO A FLAGGING OPERATION PRIOR TO INITIATION OF THE OPERATION AND REMOVE OR COVER ALL SIGNS IMMEDIATELY UPON TERMINATION OF THE OPERATION. EQUIP EACH FLAGGER WITH A 24" x 24" STOP/SLOW PADDLE MOUNTED ON A RIGID HANDLE WITH A MINIMUM LENGTH OF 7 FEET. THE DEPARTMENT PROHIBITS THE USE OF FLAGS EXCEPT DURING EMERGENCY SITUATIONS.
3. LANE CLOSURES FOR FLAGGING OPERATIONS ARE RESTRICTED TO A MAXIMUM DISTANCE OF 2 MILES UNLESS OTHERWISE APPROVED BY THE ENGINEER. THE WORK LIMITS WILL COMPLY WITH THE CONTRACT AND SHALL REQUIRE THE ENGINEER'S APPROVAL PRIOR TO BEGINNING THE WORK.
4. INSTALL AND MAINTAIN THE PROPER ARRAY OF ADVANCE WARNING SIGNS FOR EACH "MAINLINE APPROACH" WHEN A FLAGGING OPERATION IS IN PLACE AND ACTIVE. WHEN NECESSARY TO RELOCATE THE "FLAGGER STATION" WHILE ACTIVELY MAINTAINING THE FLAGGING OPERATION, INSTALL AN ADDITIONAL ARRAY OF ADVANCE WARNING SIGNS AT THE LOCATION RELATIVE TO THE NEW "FLAGGER STATION" AND REMOVE THE ORIGINAL ARRAY OF ADVANCE WARNING SIGNS IMMEDIATELY UPON COMPLETION OF THE RELOCATION OF THE FLAGGER TO THE NEW "FLAGGER STATION".
5. INSTALL ALL ADVANCE WARNING SIGNS IMMEDIATELY PRIOR TO INITIATING A FLAGGING OPERATION AND REMOVE OR COVER ALL SIGNS IMMEDIATELY UPON TERMINATION OF THE OPERATION.
6. MAINTAIN TWO-WAY RADIO COMMUNICATIONS BETWEEN ALL FLAGGERS.

NIGHTTIME FLAGGING OPERATIONS -

1. EACH FLAGGER SHALL WEAR SAFETY APPAREL IN COMPLIANCE WITH THE REQUIREMENTS OF ANSI / ISEA 107 STANDARD PERFORMANCE FOR CLASS 3 RISK EXPOSURE, LATEST REVISION, WHEN CONDUCTING NIGHTTIME FLAGGING OPERATIONS.
2. ILLUMINATE EACH "FLAGGER STATION" WITH ANY COMBINATION OF PORTABLE LIGHTS, STANDARD ELECTRIC LIGHTS, EXISTING STREET LIGHTS, ETC. THAT WILL PROVIDE A MINIMUM ILLUMINATION LEVEL OF 108 Lx OR 10 fc WHEN CONDUCTING NIGHTTIME FLAGGING OPERATIONS.
3. SUPPLEMENT EACH ARRAY OF ADVANCE WARNING SIGNS ON EACH "MAINLINE APPROACH" WITH A TRAILER MOUNTED CHANGEABLE MESSAGE SIGN. THESE CHANGEABLE MESSAGE SIGNS ARE NOT REQUIRED ON THE "SIDE ROADS" INTERSECTING THE ROADWAY WHERE THE "WORK ACTIVITY AREA" IS LOCATED. ALSO, THESE CHANGEABLE MESSAGE SIGNS ARE NOT REQUIRED DURING DAYTIME FLAGGING OPERATIONS UNLESS OTHERWISE DIRECTED BY THE STANDARD DRAWINGS. INSTALL THE CHANGEABLE MESSAGE SIGNS IN ADVANCE OF THE ADVANCE WARNING SIGN ARRAYS. THE MESSAGES SHOULD BE "PREPARE TO STOP", "FLAGGER AHEAD". A TRUCK MOUNTED CHANGEABLE MESSAGE SIGN IS NOT AN ACCEPTABLE ALTERNATIVE TO A TRAILER MOUNTED CHANGEABLE MESSAGE SIGN DURING NIGHTTIME FLAGGING OPERATIONS.
4. UTILIZE PORTABLE PLASTIC DRUMS OR 42" OVERSIZED TRAFFIC CONES IN PLACE OF 36" STANDARD TRAFFIC CONES DURING NIGHTTIME FLAGGING OPERATIONS.

BUFFER SPACE -

1. THE MINIMUM DISTANCE REQUIREMENTS FOR THE "BUFFER SPACE" ARE BASED UPON THE LEGAL POSTED REGULATORY SPEED LIMIT OF THE ROADWAY PRIOR TO BEGINNING THE WORK.

SPEED LIMIT	DISTANCES
LOW SPEED ≤ 35 MPH	200 FEET
INTERMEDIATE SPEED 40 - 50 MPH	300 FEET
HIGH SPEED 55 MPH	400 FEET

2. THE PRESENCE OF PERSONNEL, TOOLS, MATERIALS, EQUIPMENT, WORK VEHICLES, ETC. WITHIN THE LIMITS OF THE "BUFFER SPACE" IS PROHIBITED. A TRUCK MOUNTED ATTENUATOR IS THE ONLY WORK VEHICLE THAT MAY TEMPORARILY ENCROACH UPON THE "BUFFER SPACE" IN ACCORDANCE WITH THE CONDITIONS SPECIFIED IN THE FOLLOWING NOTE WHEN APPROVED BY THE ENGINEER. SEE NOTE NO. 3.
3. WHEN THE MINIMUM DISTANCE REQUIREMENTS FOR THE "BUFFER SPACE" ARE UNAVAILABLE DUE TO FIELD CONDITIONS, IT MAY BE NECESSARY FOR A TRUCK MOUNTED ATTENUATOR TO TEMPORARILY ENCROACH UPON THE "BUFFER SPACE" WHEN APPROVED BY THE ENGINEER. A TRUCK MOUNTED ATTENUATOR IS THE ONLY VEHICLE PERMITTED TO TEMPORARILY ENCROACH UPON THE "BUFFER SPACE" AND THIS ENCROACHMENT IS ONLY PERMITTED WHEN ALL REASONABLE OPTIONS TO AVOID DOING SO HAVE BEEN EXHAUSTED. WHEN ENCROACHMENT UPON THE "BUFFER SPACE" IS APPROVED BY THE ENGINEER, MINIMIZE THE TIME DURATION OF THE ENCROACHMENT BY REMOVAL OF THE TRUCK MOUNTED ATTENUATOR FROM THE "BUFFER SPACE" AT THE FIRST OPPORTUNITY THE MINIMUM DISTANCE REQUIREMENTS FOR THE "BUFFER SPACE" BECOME AVAILABLE.

SIGNS AND TRAFFIC CONTROL DEVICES -

1. MEASURE THE ADVANCE WARNING SIGN LOCATIONS FOR EACH APPROACH FROM THE "FLAGGER STATION" LOCATED ON THAT APPROACH.
2. INSTALL THE ADVANCE WARNING SIGNS AS SPACING INTERVALS BASED UPON THE POSTED REGULATORY SPEED LIMIT OF THE ROADWAY PRIOR TO BEGINNING ANY WORK. THE ADVANCE WARNING SIGN SPACING INTERVALS INDICATED ARE FOR NORMAL CONDITIONS. ADJUSTMENTS TO THESE DISTANCES MAY BE NECESSARY DUE TO EXISTING SIGNS, INTERSECTING ROADWAYS, HORIZONTAL AND/OR VERTICAL ALIGNMENTS OR OTHER SIGHT DISTANCE RESTRICTIONS. SEE TABLE A.
3. INSTALL ADVANCE WARNING SIGNS MOUNTED ON PORTABLE SIGN SUPPORTS NO LESS THAN 4 FEET FROM THE NEAR EDGE OF THE SIGN TO THE NEAR EDGE OF AN ADJACENT TRAVEL LANE ON ROADWAYS WITH EARTH SHOULDERS AND NO LESS THAN 6 FEET FROM THE NEAR EDGE OF THE SIGN TO THE NEAR EDGE OF AN ADJACENT TRAVEL LANE ON ROADWAYS WITH PAVED SHOULDERS. WHEN CURB & GUTTER IS PRESENT, INSTALL THE SIGN NO LESS THAN 2 FEET FROM THE NEAR EDGE OF THE SIGN TO THE FACE OF THE CURB.
4. ALL SIGNS MOUNTED ON PORTABLE SIGN SUPPORTS SHALL HAVE A MINIMUM MOUNTING HEIGHT OF 5 FEET FROM THE GROUND TO THE BOTTOM OF THE SIGN. ALL SIGNS MOUNTED ON GROUND MOUNTED U-CHANNEL OR SQUARE STEEL TUBE POSTS SHALL HAVE A MINIMUM MOUNTING HEIGHT OF 7 FEET FROM THE GRADE ELEVATION OF THE NEAR EDGE OF THE ADJACENT TRAVEL LANE TO THE BOTTOM OF THE SIGN UNLESS OTHERWISE DIRECTED BY THE DEPARTMENT. MOUNT ALL SIGNS STRAIGHT AND LEVEL AND WITH THE FACE OF THE SIGNS PERPENDICULAR TO THE SURFACE OF THE ROADWAY.
5. REFLECTORIZE ORANGE ADVANCE WARNING SIGNS AND ANY ORANGE AREAS OF A MULTI-COLORED ADVANCE WARNING SIGN WITH A FLUORESCENT ORANGE COLORED PRISMATIC RETROREFLECTIVE SHEETING. REFLECTORIZE WHITE REGULATORY SIGNS AND ANY WHITE AREAS OF A MULTI-COLORED ADVANCE WARNING SIGN WITH A WHITE COLORED PRISMATIC RETROREFLECTIVE SHEETING.
6. ALL TRAFFIC CONTROL DEVICES SHALL COMPLY WITH THE REQUIREMENTS OF NCHRP REPORT 350 OR THE AASHTO MANUAL FOR ASSESSING SAFETY HARDWARE (MASH) AND SHALL REQUIRE APPROVAL BY THE DEPARTMENT. ONLY THOSE TRAFFIC CONTROL DEVICES INCLUDED ON THE "APPROVED PRODUCTS LIST FOR TRAFFIC CONTROL DEVICES IN WORK ZONES" ARE CONSIDERED ACCEPTABLE FOR USE. THIS LIST MAY BE ACCESSED ON THE DEPARTMENT'S WEB SITE AT: www.scdot.org .
7. REFLECTORIZATION OF 36" TRAFFIC CONES USED DURING DAYLIGHT HOURS IS NOT REQUIRED IN THE EVENT A DAYTIME FLAGGING OPERATION EXTENDS INTO THE NIGHTTIME HOURS, REPLACE ALL 36" TRAFFIC CONES WITH EITHER PORTABLE PLASTIC DRUMS OR 42" OVERSIZED TRAFFIC CONES. REFLECTORIZE ALL PORTABLE PLASTIC DRUMS AND 42" OVERSIZED TRAFFIC CONES WITH TYPE III OR GREATER FLEXIBLE MICROPRISMATIC RETROREFLECTIVE SHEETING UNLESS OTHERWISE DIRECTED BY THE DEPARTMENT.
8. DELINEATE THE TANGENT AREA OF THE LANE CLOSURE WITH THE NECESSARY TRAFFIC CONTROL DEVICES TO MINIMIZE ENCROACHMENT BY MOTORISTS INTO THE CLOSED TRAVEL LANE UNLESS OTHERWISE DIRECTED BY THE ENGINEER. ON ROADWAYS WITH POSTED REGULATORY SPEED LIMITS OF 35 MPH OR LESS, INSTALL THE TRAFFIC CONTROL DEVICES AT SPACING INTERVALS OF 25 FEET. ON ROADWAYS WITH POSTED REGULATORY SPEED LIMITS OF 40 MPH OR GREATER, INSTALL THE TRAFFIC CONTROL DEVICES AT SPACING INTERVALS OF 50 FEET. SEE TABLE B.

ADVANCE WARNING ARROW PANEL -

1. DURING FLAGGING OPERATIONS, AN ADVANCE WARNING ARROW PANEL SHALL OPERATE IN THE "FOUR CORNERS" CAUTION MODE WHEN LOCATED WITHIN OR IN BETWEEN THE LIMITS OF THE ADVANCE WARNING SIGN ARRAYS SPECIFIC TO A FLAGGING OPERATION. OPERATION OF AN ADVANCE WARNING ARROW PANEL IN AN ARROW, CHEVRON OR ANY OTHER TYPE OF CAUTION MODE OTHER THAN THE "FOUR CORNERS" CAUTION MODE WHEN LOCATED WITHIN OR IN BETWEEN THE LIMITS OF THE ADVANCE WARNING SIGN ARRAYS AS SPECIFIED HEREINBEFORE IS PROHIBITED.
2. ALL ADVANCE WARNING ARROW PANELS SHALL COMPLY WITH THE STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, LATEST EDITION. THE SPECIFIC LOCATION OF AN ADVANCE WARNING ARROW PANEL MAY REQUIRE ADJUSTMENTS DUE TO HORIZONTAL AND/OR VERTICAL ALIGNMENT OR OTHER SIGHT DISTANCE RESTRICTIONS.

TRUCK MOUNTED ATTENUATOR -

1. A TRUCK MOUNTED ATTENUATOR IS OPTIONAL. UTILIZATION OF A TRUCK MOUNTED ATTENUATOR SHOULD BE CONSIDERED WHEN THE MINIMUM DISTANCE REQUIREMENTS FOR THE "BUFFER SPACE" ARE UNAVAILABLE DUE TO FIELD CONDITIONS. HOWEVER, A TRAILER MOUNTED ADVANCE WARNING ARROW PANEL MAY BE UTILIZED IN PLACE OF A TRUCK MOUNTED ATTENUATOR DURING TRAFFIC CONTROL SETUPS FOR WORK ACTIVITIES SUCH AS ASPHALT CONCRETE PLACEMENT OPERATIONS WHEN APPROVED BY THE ENGINEER.
2. WHEN UTILIZING A TRUCK MOUNTED ATTENUATOR, ENSURE THE TRUCK HAS THE CORRECT GROSS VEHICULAR WEIGHT (GVW) REQUIRED FOR THE TYPE OF TRUCK MOUNTED ATTENUATOR BEING UTILIZED. A DIRECT TRUCK MOUNTED TRUCK MOUNTED ATTENUATOR, A UNIT MOUNTED AND ATTACHED TO BRACKETS OR SIMILAR DEVICES CONNECTED TO THE FRAME OF THE TRUCK, REQUIRES A TRUCK WITH A MINIMUM GVW OF 15,000 POUNDS (ACTUAL WEIGHT) UNLESS OTHERWISE DIRECTED BY THE DEPARTMENT. A TRAILER TOWED TRUCK MOUNTED ATTENUATOR, A TRAILER TYPE UNIT TOWED FROM BEHIND AND ATTACHED TO THE FRAME OF THE TRUCK VIA A PINTLE HOOK / HITCH, REQUIRES A TRUCK WITH A MINIMUM GVW OF 10,000 POUNDS (ACTUAL WEIGHT) UNLESS OTHERWISE DIRECTED BY THE DEPARTMENT. IF THE ADDITION OF SUPPLEMENTAL WEIGHT TO THE VEHICLE AS BALLAST IS NECESSARY, CONTAIN THE MATERIAL WITHIN A STRUCTURE CONSTRUCTED OF STEEL. CONSTRUCT THIS STEEL STRUCTURE TO HAVE A MINIMUM OF FOUR (4) SIDES AND A BOTTOM. A TOP IS OPTIONAL. BOLT THIS STRUCTURE TO THE FRAME OF THE TRUCK. UTILIZE A SUFFICIENT NUMBER OF FASTENERS FOR ATTACHMENT OF THE STEEL STRUCTURE TO THE FRAME OF THE TRUCK TO ENSURE THE STRUCTURE WILL NOT SEPARATE FROM THE FRAME OF THE TRUCK DURING AN IMPACT UPON THE TRUCK MOUNTED ATTENUATOR. UTILIZE EITHER DRY LOOSE SAND OR STEEL REINFORCED CONCRETE FOR BALLAST MATERIAL WITHIN THE STEEL STRUCTURE TO ACHIEVE THE NECESSARY WEIGHT. THE BALLAST MATERIAL SHALL REMAIN CONTAINED WITHIN THE CONFINES OF THE STEEL STRUCTURE IN ITS ENTIRETY AND SHALL NOT PROTRUDE FROM THE STEEL STRUCTURE IN ANY MANNER.
3. LOCATE THE TRUCK MOUNTED ATTENUATOR APPROXIMATELY 100 FEET IN ADVANCE OF THE "WORK ACTIVITY AREA" UNLESS OTHERWISE DIRECTED BY THE ENGINEER.
4. PROVIDE, INSTALL AND MAINTAIN THE TRUCK MOUNTED ATTENUATOR AS SPECIFIED BY THE STANDARD SPECIFICATIONS AND AS DIRECTED BY THE ENGINEER.

GENERAL -

1. CONDUCT THE WORK IN SUCH A MANNER SO AS NOT TO ENCROACH ONTO THE ADJACENT TRAVEL LANE OPEN TO TRAFFIC. INSTALL, MAINTAIN AND ADJUST THE TRAFFIC CONTROL DEVICES AS NECESSARY TO ENSURE PROPER DELINEATION OF THE WORK AREA.
2. IF WORK IS BEING CONDUCTED AT TWO DIFFERENT LOCATIONS AT THE SAME TIME, SEPARATE THE TWO LOCATIONS BY NO LESS THAN 2 MILES FROM THE LAST TRAFFIC CONTROL DEVICE IN THE "DOWNSTREAM TAPER" OF THE FIRST LANE CLOSURE TO THE FIRST TRAFFIC CONTROL DEVICE IN THE "APPROACH TAPER" OF THE SECOND LANE CLOSURE ENCOUNTERED BY A MOTORIST UNLESS OTHERWISE DIRECTED BY THE ENGINEER.
3. THE DEPARTMENT RESERVES THE RIGHT TO RESTRICT WORK OPERATIONS AND/OR WITHHOLD THE MONTHLY ESTIMATE IF THE TRAFFIC CONTROL IS NOT PROPERLY INSTALLED AND MAINTAINED AS DIRECTED BY THE STANDARD SPECIFICATIONS, THE SPECIAL PROVISIONS, THE STANDARD DRAWINGS, THE PLANS AND/OR THE ENGINEER.

TABLE A

SIGN PLACEMENT INTERVALS	
SPEED LIMIT	*
≤ 35 MPH LOW SPEED	200
40 - 50 MPH INTERMEDIATE SPEED	350
55 MPH HIGH SPEED	500

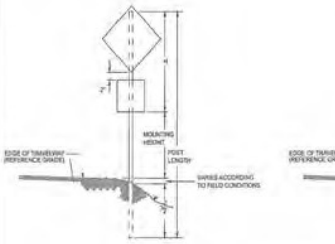
* REGULATORY POSTED SPEED LIMIT PRIOR TO BEGINNING WORK

TABLE B

TRAFFIC CONTROL DEVICE SPACING INTERVALS WORK ACTIVITY / BUFFER SPACE AREAS	
SPEED LIMIT	SPACING INTERVALS
≤ 35 MPH	25 FEET
40 - 55 MPH	50 FEET

REFERENCES
WORK ZONE TRAFFIC CONTROL ENGINEER
SOUTH CAROLINA LICENSED PROFESSIONAL ENGINEER NO. 24242 WILLIE E. McCONNELL, JR.
SIGNATURE
7/27/15
DATE
NEW DRAWING
SCDOT
DESIGN STANDARDS OFFICE
955 PARK STREET
ROOM 405
COLUMBIA, SC 29201
STANDARD DRAWING
FLAGGING OPERATIONS TWO-LANE TWO-WAY ROADWAYS WITHOUT INTERSECTIONS
610-005-10
EFFECTIVE LETTING DATE: JAN 2016
DRAWING 610-005-10 NOTES
1. SEE STANDARD DRAWING NO. 610-005-00 FOR ALL GENERAL NOTES AND REQUIREMENTS.
TABLE A
SIGN PLACEMENT INTERVALS
SPEED LIMIT
≤ 35 MPH LOW SPEED
40 - 50 MPH INTERMEDIATE SPEED
55 MPH HIGH SPEED
* REGULATORY POSTED SPEED LIMIT PRIOR TO BEGINNING WORK
200
350
500
TABLE B
TRAFFIC CONTROL DEVICE SPACING INTERVALS
WORK ACTIVITY / BUFFER SPACE AREAS
SPEED LIMIT
SPACING INTERVALS
≤ 35 MPH
25 FEET
40 - 55 MPH
50 FEET
TRUCK MOUNTED ATTENUATOR (OPTIONAL)
THE TRUCK MOUNTED ATTENUATOR & THE ADVANCE WARNING ARROW PANEL SHALL REMAIN 100' FROM THE WORK ACTIVITY (INCLUDING PERSONNEL AND MACHINERY) AT ALL TIMES.
THE ARROW PANEL SHALL OPERATE IN THE FOUR DISPLAYING FOUR CAUTION BOOB DISPLAYING FOUR CAUTION LAMPS WITH ONE LAMP IN EACH CORNER.
DOWNSTREAM TAPER
50' TO 100' TAPER NO LESS THAN FIVE (5) TRAFFIC CONTROL DEVICES IN THE TAPER EQUALLY SPACED @ 10' TO 25' INTERVALS AS NECESSARY TO CORRESPOND WITH THE LENGTH OF THE TAPER
2 MILE MAX.
WORK ACTIVITY
100'
500'
BUFFER SPACE
200' TO 400' WITH TRUCK MOUNTED ATTENUATOR TRAFFIC CONTROL DEVICES INTERVAL SPACINGS EQUAL TO POSTED REGULATORY SPEED LIMIT
BUFFER SPACE
200' TO 400' WITHOUT TRUCK MOUNTED ATTENUATOR TRAFFIC CONTROL DEVICES INTERVAL SPACINGS EQUAL TO POSTED REGULATORY SPEED LIMIT
APPROACH TAPER
50' TO 100' TAPER NO LESS THAN FIVE (5) TRAFFIC CONTROL DEVICES IN THE TAPER EQUALLY SPACED @ 10' TO 25' INTERVALS AS NECESSARY TO CORRESPOND WITH THE LENGTH OF THE TAPER
OPEN LANE FLAGGER
W20-7-48
ONE LANE ROAD AHEAD
W20-4-48-A
ROAD WORK AHEAD
W20-1-48-A
PREPARE TO STOP
FLAGGER AHEAD
UTILIZE A CHANGEABLE MESSAGE SIGN AS ILLUSTRATED DURING NIGHTTIME FLAGGING OPERATIONS
(SEE STANDARD DRAWING NO. 610-005-00)
THIS DRAWING IS NOT TO SCALE

FLAT SHEET SIGN MOUNTING DETAILS



SIGNS MOUNTED ON FREEWAY RAMPS AND CONVENTIONAL ROADS

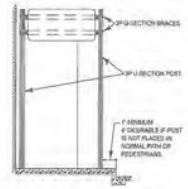
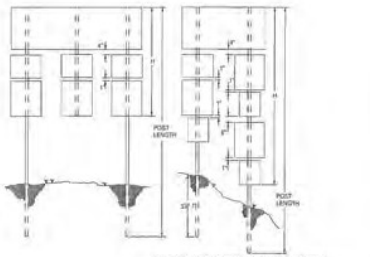


ILLUSTRATION OF SIGN ASSEMBLY SPANNING SIDEWALK

NOTE:

THE PURPOSE OF SPANNING THE SIDEWALK IS TO PROVIDE AN UNOBSTRUCTED WAY FOR PEDESTRIANS, AND AT THE SAME TIME LOCATE SIGNS WITHIN RIGHT-OF-WAY WITH GOOD VISIBILITY FOR TRAFFIC. EACH INSTALLATION MUST BE INDIVIDUALLY PLANNED AND CONSTRUCTED TO ACCOMPLISH THIS PURPOSE. THE PROJECT ENGINEER SHOULD APPROVE THE CONTRACTORS PLAN FOR SUPPORTING SIGNS SPANNING SIDEWALKS BEFORE THEY ARE ERECTED.

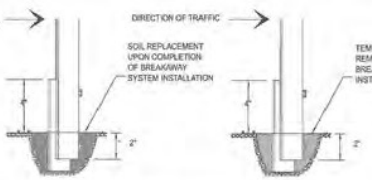


THIS TABLE GIVES APPROXIMATE POST LENGTH FOR NORMAL CONDITIONS. WHEN CUT OR FILL SECTIONS ARE SIGNIFICANT, POST LENGTH SHALL BE ADJUSTED ACCORDINGLY.

WHEN H IS	LESS THAN 2'	2' TO 2'-11"	3' TO 3'-11"	4' TO 4'-11"	5' AND LONGER
POST LENGTH (FT.) FOR 7' MOUNTING HEIGHT	12'	13'	14'	H PLUS 10'	

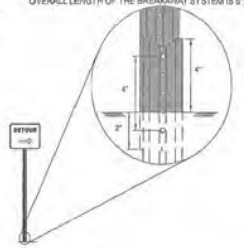
NOTE: ADD 2' TO POST LENGTH FOR 7' MOUNTING HEIGHT.

NOTE:
POST LENGTHS NOT SHOWN ON THIS SHEET ARE SHOWN ON THE PLAN SHEETS.



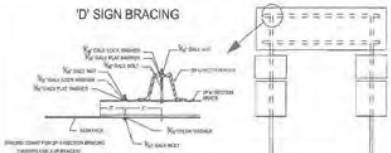
DRIVE THE GROUND SUPPORT (STUB) APPROXIMATELY 30" TO 36" INTO THE GROUND AS SPECIFIED BY THE MANUFACTURER OF THE BREAKAWAY SYSTEM SO THAT NO MORE THAN 4" OF THE GROUND SUPPORT (STUB) EXTENDS ABOVE THE GROUND. REMOVE ENOUGH SOIL FROM AROUND THE GROUND SUPPORT (STUB) TO PERMIT ACCESS TO THE HOLES FOR THE INSERTION AND TIGHTENING OF THE LOWER BOLT OF THE BREAKAWAY SYSTEM. UPON COMPLETING THE INSTALLATION OF THE BREAKAWAY SYSTEM, REPLACE THE SOIL AND TAMP.

LAP SPLICE FOR U-SECTION POSTS



BOLTS MUST BE 4" APART. THE GROUND SUPPORT (STUB) SHALL NOT EXTEND HIGHER THAN 4" ABOVE THE GROUND. ATTACH THE SIGN SUPPORT TO THE BACK OF THE GROUND SUPPORT (STUB) WITH THE APPROPRIATE HARDWARE PROVIDED BY THE MANUFACTURER OF THE BREAKAWAY SYSTEM. OVERALL LENGTH OF THE BREAKAWAY SYSTEM IS 6'.

'D' SIGN BRACING



SIGN WIDTH	BRACE LENGTH
12"	36"
18"	42"
24"	54"
30"	66"
36"	72"
42"	78"
48"	90"
54"	96"
60"	102"
66"	108"
72"	114"
78"	120"
84"	126"
90"	132"
96"	138"

1.) ALL "D" TYPE SIGNS ARE TO BE SUPPORTED BY 2 VERTICAL U-SECTION POSTS. ALL "D" TYPE SIGNS WHICH ARE 6' WIDE OR WIDER WILL BE HORIZONTALLY BRACED WITH 2, 2# U-SECTION POSTS. ADDITIONALLY, ANY ASSEMBLY OF SIGNS ATTACHED BETWEEN VERTICAL SUPPORTS WILL BE ATTACHED WITH A PRESCRIBED LENGTH OF U-SECTION POST.

2.) ALL 2# POSTS USED AS CENTER VERTICAL MEMBERS IN SIGN ASSEMBLIES SHALL HAVE HOLES ON 1" CENTERS FOR ENTIRE LENGTH.

SIZE & LENGTH OF U-SECTION POSTS FOR SINGLE SIGNS

POST QUANTITY, SIZE & LENGTH FOR INSTALLATIONS HAVING MORE THAN ONE SIGN ARE SHOWN ON THE PLANS.

SIGN NO.	NO. OF POSTS	POST SIZES 5' MTG. HT.		7' MTG. HT.		SIGN NO.	NO. OF POSTS	POST SIZES 5' MTG. HT.		7' MTG. HT.		SIGN NO.	NO. OF POSTS	POST SIZES 5' MTG. HT.		7' MTG. HT.	
		LBS./FT.	LGTH.	LBS./FT.	LGTH.			LBS./FT.	LGTH.	LBS./FT.	LGTH.			LBS./FT.	LGTH.	LBS./FT.	LGTH.
R1-1-24	1	3#	12'	3#	14'	R3-1-24	1	3#	13'	3#	14'	W8-1-24	1	3#	12'	3#	14'
R1-1-30	1	3#	12'	3#	14'	R3-1-30	2	3#	14'	3#	16'	W8-1-30	1	3#	13'	3#	15'
R1-1-48	2	1#	14'	3#	16'	R3-1-48	2	3#	13'	3#	14'	W8-1-36	1	3#	14'	3#	16'
R1-2-30	1	3#	12'	3#	14'	R3-2-30	2	3#	12'	3#	14'	W8-2-24	1	3#	12'	3#	14'
R1-2-48	2	3#	13'	3#	15'	R3-2-48	2	3#	12'	3#	14'	W8-2-30	1	3#	13'	3#	15'
R1-3-24	1	3#	12'	3#	14'	R3-3-24	1	3#	12'	3#	14'	W8-3-24	1	3#	14'	3#	16'
R1-3-30	1	3#	12'	3#	14'	R3-3-30	1	3#	13'	3#	15'	W8-3-30	1	3#	14'	3#	16'
R1-3-36	1	3#	15'	3#	17'							W8-3-36	1	3#	15'	3#	17'
R1-4-24	1	3#	12'	3#	14'							W8-3-48	1	3#	14'	3#	16'
R1-4-30	1	3#	12'	3#	14'							W8-4-24	1	3#	14'	3#	16'
R2-1-24	1	3#	12'	3#	14'	R3-4-24	1	3#	13'	3#	15'	W8-4-30	1	3#	13'	3#	15'
R2-1-30	1	3#	12'	3#	14'	R3-4-30	1	3#	13'	3#	15'	W8-4-36	1	3#	12'	3#	14'
R2-1-36	2	3#	13'	3#	15'	R3-4-36	1	3#	14'	3#	16'	W8-4-48	2	3#			
R3-1-24	1	3#	12'	3#	14'	R3-5-24	1	3#	13'	3#	15'	W8-5-24	1	3#	13'	3#	15'
R3-1-30	1	3#	12'	3#	14'	R3-5-30	1	3#	14'	3#	16'	W8-5-30	1	3#	14'	3#	16'
R3-1-36	2	3#	12'	3#	14'	R3-5-36	1	3#	15'	3#	17'	W8-5-36	1	3#	15'	3#	17'
R3-1-48	2	3#	14'	3#	16'	R3-5-48	2	3#	13'	3#	15'	W8-5-48	2	3#	13'	3#	15'
R3-2-24	1	3#	14'	3#	16'	R3-6-24	1	3#	14'	3#	16'	W8-6-48	2	3#	14'	3#	16'
R3-2-30	1	3#	12'	3#	14'	R3-6-30	1	3#	13'	3#	15'	W8-6-60	2	3#	15'	3#	17'
R3-2-36	2	3#	13'	3#	15'	R3-6-36	1	3#	14'	3#	16'						
R3-3-24	1	3#	12'	3#	14'	R3-7-24	1	3#	13'	3#	15'						
R3-3-30	2	3#	12'	3#	14'	R3-7-30	1	3#	14'	3#	16'						
R3-3-36	2	3#	13'	3#	15'	R3-7-36	1	3#	15'	3#	17'						
R3-4-24	1	3#	13'	3#	15'	R3-8-24	1	3#	14'	3#	16'						
R3-4-30	1	3#	13'	3#	15'	R3-8-30	1	3#	15'	3#	17'						
R3-4-36	2	3#	14'	3#	16'	R3-8-36	1	3#	16'	3#	18'						

NOTE:

POST LENGTHS SHOWN IN THIS CHART ARE GENERAL AND SHOULD BE USED FOR BID PURPOSES ONLY. CONTRACTOR IS REQUIRED TO VERIFY FIELD CONDITIONS TO DETERMINE EXACT LENGTHS OF POSTS NEEDED.

REFERENCES

SIGNING AND MARKING ENGINEER

SOUTH CAROLINA REGISTERED PROFESSIONAL ENGINEER NO. 23845 MARK H. ANTHONY

SIGNATURE

2-11-08
DATE

#	DATE	CHK	DESCRIPTION
6			
5			
4			
3			
2			
1			
0			

SCDOT

SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION
DESIGN STANDARDS OFFICE
955 PARK STREET
ROOM 405
COLUMBIA, SC 29201

STANDARD DRAWING

FLAT SHEET MOUNTING DETAILS

651-110-00

EFFECTIVE LETTING DATE: MAY 2008

PERMANENT CONSTRUCTION SIGN SCHEDULE

See Plans for Placement of Permanent Construction Signs

Construction signs shall be placed on Coon Creek Road in each direction approaching Cottonwood Lane.

CONSTRUCTION SIGNS INCLUDED (SCHEME E):

1- Coon Creek Road

Construction signs shall be placed on McMillan Road in each direction approaching Briarcliff Drive.

CONSTRUCTION SIGNS INCLUDED (SCHEME E):

2- McMillan Road

APPENDICES

APPENDIX A
COTTON PATCH ACRES ESTIMATED QUANTITIES

Item #	Work Item Description	Unit	Quantity
1031010	MOBILIZATION	LS	NEC
1032010	BONDS AND INSURANCE	LS	NEC
1050800	CONSTRUCTION STAKES, LINES, AND GRADES	EA	1.00
1052001	UTILITY STAKING	LS	NEC
1071000	TRAFFIC CONTROL	LS	NEC
1080300	CPM PROGRESS SCHEDULE	LS	NEC
2011001	CLEARING & GRUBBING WITHIN RIGHT-OF-WAY	ACRE	4.00
2026000	REMOVAL & DISPOSAL OF EXISTING CONC. PAVEMENT (REHAB)	SY	48.00
2031000	UNCLASSIFIED EXCAVATION	CY	2208.00
2033000	BORROW EXCAVATION	CY	1288.00
3050108	GRADED AGGREGATE BASE COURSE (8” UNIFORM)	SY	7924.00
4011004	LIQUID ASPHALT BINDER PG64-22	TON	69.00
4030340	HOT MIX ASPHALT SURFACE COURSE TYPE C	TON	1052.00
4037220	HOT MIX ASPHALT SURFACE COURSE TYPE C (DRIVEWAY PAVING)	TON	96.00
6250025	24" WHITE SOLID LINES (STOP/DIAGONAL LINES) - FAST DRY PAINT	LF	43.00
6250110	4" YELLOW SOLID LINE (PVT. EDGE & NO PASSING) - FAST DRY PAINT	LF	400.00
6510105	FLAT SHEET, TYPE III, FIXED SZ. & MSG. SIGN	SF	12.50
6531210	U-SECTION POST FOR SIGN SUPPORTS – 3P	LF	28.00
7141112	15” RC PIPE CULVERT – CLASS III	LF	497.00
8041020	RIP-RAP (CLASS B)	TON	40.00
8048205	GEOTEXTILE FOR EROSION CONTROL UNDER RIPRIP (CLASS II) TYPE B	SY	80.00
8081001	MOVING ITEM NO. 1	LS	NEC
8081002	MOVING ITEM NO. 2	LS	NEC
8081003	MOVING ITEM NO. 3	LS	NEC
8081004	MOVING ITEM NO. 4	LS	NEC
8100100	PERMANENT COVER	ACRE	4.00
8100200	TEMPORARY COVER	ACRE	4.00
8101000	SEEDING (MULCHED)	MSY	4.00
8104005	FERTILIZER (NITROGEN)	LB	400
8104010	FERTILIZER (PHOSPHORIC ACID)	LB	400
8104015	FERTILIZER (POTASH)	LB	400
8105005	AGRICULTURAL GRANULAR LINE	LB	400
8109901	MOWING	ACRE	4.00
8151202	HYDRAULIC EROSION CONTROL PRODUCT (HECP) – TYPE 2	ACRE	4.00
8152007	SEDIMENT TUBES FOR DITCH CHECKS	LF	580
8153000	SILT FENCE	LF	1957.00

The Bid prices for Unit Price Work set forth as of the Effective Date of the Agreement are based on estimated quantities. As provided in the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in of the General Conditions.

APPENDIX B

BRIARCLIFF DRIVE PAVING ESTIMATED QUANTITIES

Item #	Work Item Description	Unit	Quantity
1031010	MOBILIZATION	LS	NEC
1032010	BONDS AND INSURANCE	LS	NEC
1050800	CONSTRUCTION STAKES, LINES, AND GRADES	EA	1.00
1052001	UTILITY STAKING	LS	NEC
1071000	TRAFFIC CONTROL	LS	NEC
1080300	CPM PROGRESS SCHEDULE	LS	NEC
2011001	CLEARING & GRUBBING WITHIN RIGHT-OF-WAY	ACRE	1.57
2026000	REMOVAL & DISPOSAL OF EXISTING CONCRETE PAVEMENT(REHAB)	SY	110.00
2031000	UNCLASSIFIED EXCAVATION	CY	919.00
2033000	BORROW EXCAVATION	CY	300.00
3050108	GRADED AGGREGATE BASE COURSE (8” UNIFORM)	SY	3311.00
4011004	LIQUID ASPHALT BINDER PG64-22	TON	29.00
4030340	HOT MIX ASPHALT SURFACE COURSE TYPE C	TON	422.00
4037220	HOT MIX ASPHALT SURFACE COURSE TYPE C (DRIVEWAY PAVING)	TON	22.00
6250025	24" WHITE SOLID LINES (STOP/DIAGONAL LINES) - FAST DRY PAINT	LF	23.00
6250110	4" YELLOW SOLID LINE (PVT. EDGE & NO PASSING) - FAST DRY PAINT	LF	100.00
6510105	FLAT SHEET, TYPE III, FIXED SZ. & MSG. SIGN	SF	6.25
6531210	U-SECTION POST FOR SIGN SUPPORTS – 3P	LF	14.00
7141112	15” RC PIPE CULVERT – CLASS III	LF	75.00
7141113	18” RC PIPE CULVERT – CLASS III	LF	57.00
8041020	RIP-RAP (CLASS B)	TON	10.00
8048205	GEOTEXTILE FOR EROSION CONTROL UNDER RIPRIP (CLASS II) TYPE B	SY	20.00
8081001	MOVING ITEM NO. 1	LS	NEC
8081002	MOVING ITEM NO. 2	LS	NEC
8081003	MOVING ITEM NO. 3	LS	NEC
8081004	MOVING ITEM NO. 4	LS	NEC
8081005	MOVING ITEM NO. 5	LS	NEC
8100100	PERMANENT COVER	ACRE	1.63
8100200	TEMPORARY COVER	ACRE	1.63
8101000	SEEDING (MULCHED)	MSY	1.63
8104005	FERTILIZER (NITROGEN)	LB	163
8104010	FERTILIZER (PHOSPHORIC ACID)	LB	163
8104015	FERTILIZER (POTASH)	LB	163
8105005	AGRICULTURAL GRANULAR LINE	LB	163
8109901	MOWING	ACRE	3.26
8151202	HYDRAULIC EROSION CONTROL PRODUCT (HECP) – TYPE 2	ACRE	1.63
8152007	SEDIMENT TUBES FOR DITCH CHECKS	LF	580.00
8153000	SILT FENCE	LF	232.00

The Bid prices for Unit Price Work set forth as of the Effective Date of the Agreement are based on estimated quantities. As provided in the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in of the General Conditions.