



**REQUEST FOR BIDS**  
For  
**CHESTER COUNTY**  
**HIGH MAST LIGHTING PROJECT**

**Advertisement Date: Friday, January 27, 2023**

**Project Number: 20-46.12**

**Bids Due: Thursday, February 23, 2023, at 2:30 PM**

**Type: Mast Lighting Project at Exit 65, I-77 & SC 9 in Chester County, South Carolina**

**Engineer: INFRASTRUCTURE CONSULTING & ENGINEERING (ICE)**

**Contractor:** \_\_\_\_\_

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

**IF YOU DOWNLOAD THIS DOCUMENT,  
PLEASE EMAIL BILL COLEMAN AT  
[BILL.COLEMAN@ICE-ENG.COM](mailto:BILL.COLEMAN@ICE-ENG.COM)  
SO THAT YOU CAN RECEIVE ANY  
ADDENDA OR OTHER MODIFICATIONS  
THAT MAY BE ISSUED AT A LATER DATE**

## Table of Contents

<b>SECTION I: NOTICE TO CONTRACTORS:</b> .....	<b>6</b>
<b>SECTION II: CHESTER COUNTY DOCUMENTS</b> .....	<b>7</b>
<b>REQUEST FOR BID:</b> .....	<b>8</b>
<b>SCOPE OF SOLICITATION:</b> .....	<b>9</b>
<b>INSTRUCTIONS TO OFFERORS:</b> .....	<b>9</b>
GENERAL INSTRUCTIONS:.....	9
DEFINITIONS:.....	9
COMPETITIONS:.....	9
COUNTY AS PROCUREMENT AGENT:.....	10
ADMENDMENTS TO SOLICITATION:.....	10
PROPOSAL AS OFFER TO CONTRACT:.....	10
DUTY TO INQUIRE:.....	10
QUESTIONS FROM OFFERORS:.....	10
RESTRICTIONS APPLICABLE TO OFFERORS:.....	10
PROPRIETARY/CONFIDENTIAL INFORMATION:.....	10
DO NOT OMIT TAXES FROM PROPOSAL:.....	11
SIGNING YOUR OFFER:.....	11
DEADLINE FOR SUBMISSION OF OFFER:.....	11
SUBMITTING YOUR OFFER OR MODIFICATIONS:.....	11
PUBLIC OPENING:.....	12
RESPONSIVENESS/IMPROPER OFFERS:.....	12
AWARD:.....	12
AWARD NOTIFICATION:.....	12
PROTESTS:.....	13
<b>SPECIAL INSTRUCTION:</b> .....	<b>13</b>
PRE-PROPOSAL CONFERENCE - NOT REQUIRED/REQUIRED:.....	13
SUBMISSIONS OF QUESTIONS:.....	13
ADDITIONAL INFORMATION INQUIRIES:.....	13
<b>ADMINISTRATIVE RULES FOR RFB:</b> .....	<b>13</b>
TERMINOLOGY:.....	13
AMENDMENTS:.....	13
DISCUSSIONS/NEGOTIATIONS:.....	13
PREPARATION OF PROPOSAL:.....	13
CORRECTIONS MADE BY OFFEROR:.....	14
COUNTY RESPONSIBILITY TO PROPOSAL:.....	14
OFFERORS RESPONSIBILITIES:.....	14
WITHDRAWAL OF PROPOSALS:.....	15
MINIMUM QUALIFICATIONS:.....	15
REJECTION OF OFFERS:.....	15
EVALUATION OF PROPOSALS:.....	15
EVALUATION CRITERIA.....	16
DISCUSSIONS WITH RESPONSIVE OFFERORS:.....	16
ORAL PRESENTATION:.....	16
NOTIFICATION OF INTENT OR STATEMENT OF AWARD.....	16
UNSUCCESSFUL OFFERORS;.....	16
RIGHT TO PROTEST:.....	16
<b>TERMS AND CONDITIONS:</b> .....	<b>17</b>
AFFIRMATIVE ACTION:.....	17
ASSIGNMENT:.....	17
CONTRACT AMENDMENTS:.....	17
COMPLIANCE WITH LAWS:.....	17
FORCE MAJEURE:.....	17
INDEMNIFICATION:.....	17
LEGAL OR CONSULTANT SERVICES:.....	18
PAYMENT FOR GOODS & SERVICES:.....	18
PRIME CONTRACTOR RESPONSIBILITY:.....	18
RECORDS RETENTION & RIGHT TO AUDIT:.....	18

**CONTINUED TABLE OF CONTENTS**

SC LAW CLAUSE: ..... 18

SUBCONTRACTING:..... 18

TERMINATION:..... 18

OFFEROR RESPONSIBILITY: ..... 19

OWNERSHIP OF MATERIAL: ..... 19

SOUTH CAROLINA SALES TAX:..... 19

PROHIBITION OF GRATUITIES: ..... 19

**SCOPE OF WORK/SPECIFICATIONS: ..... 19**

**CALENDAR OF EVENTS: ..... 20**

    SOLICITATION AVAILABLE TO VENDORS: ..... 20

    OFFEROR'S QUESTIONS DUE:..... 20

    OFFEROR'S QUESTIONS ANSWERED: ..... 20

    DEADLINE FOR RECEIPT OF OFFERS: ..... 20

    HIGHEST RANKED PROPOSAL SELECTED (IF RFP): ..... 20

    PRESENTATION TO COUNCIL: ..... 20

**SECTION III: EXHIBITS: ..... 21**

    NON-COLLUSION AFFIDAVIT: ..... 22

    CERTIFICATE OF FAMILIARITY:..... 23

    REQUEST FOR WRITTEN RESPONSE:..... 24

    "NO RESPONSE" RESPONSE FORM: ..... 25

**SECTION IV: BID DOCUMENTS ..... 26**

    BID BOND: ..... 27

    BID FORM: ..... 28

**SECTION V: GENERAL CONDITIONS & CONTRACT ..... 33**

    GENERAL CONDITIONS: ..... 34

    FORM OF AGREEMENT:..... 39

    PERFORMANCE BOND:..... 44

    PAYMENT BOND:..... 45

**SECTION VI: SPECIAL PROVISIONS ..... 46**

    DEFINITION AND TERMS: ..... 47

    ERRATA TO 2007 STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION ..... 47

    SUBSTANTIAL COMPLETION OF WORK: ..... 47

    SPECIAL INSTRUCTIONS TO CONTRACTOR: ..... 47

    AWARD OF CONTRACT: ..... 48

    PROPOSAL ITEMS AND QUANTITIES..... 48

    CONSTRUCTION STAKES, LINES, AND GRADES ..... 48

    QUALIFIED PRODUCT LISTINGS: ..... 48

    DBE PARTICIPATION: ..... 48

    CONSTRUCTION QUALITY CONTROL AND ASSURANCE TESTING: ..... 48

    INSURANCE REQUIREMENTS:..... 48

    RETAINAGE: ..... 49

    PROMPT PAYMENT CLAUSE: ..... 49

    MANUFACTURERS MATERIALS CERTIFICATION AND CERTIFIED TESTS: ..... 49

    REQUIRED MEDIA NOTIFICATION FOR CONSTRUCTION PROJECTS:..... 49

    MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES: ..... 49

    REQUIRED COMPLIANCE CONCERNING ILLEGAL ALIENS:..... 49

    CONTRACT TIME AND EXTENSION OF CONTRACT TIME: ..... 50

    FAILURE TO COMPLETE WORK ON TIME ..... 50

**CONTINUED TABLE OF CONTENTS**

PERMANENT CONSTRUCTION SIGNS: ..... 50  
TRAFFIC CONTROL: ..... 50  
ADDENDA TO THE 2007 STANDARD SPECIFICATIONS: ..... 54  
WORK SCHEDULE: ..... 60  
WARRANTY: ..... 60  
CLEANUP: ..... 60  
BID DOCUMENTS: ..... 60

**SECTION VII: SUPPLEMENTAL SPECIFICATIONS ..... 62**

PROMPT PAYMENT CLAUSE: ..... 63

**SECTION VIII: PROJECT INFORMATION ..... 64**

ESTIMATED QUANTITIES: ..... 65  
PROJECT STANDARD DRAWINGS: ..... 67  
GEOTECHNICAL INVESTIGATION: ..... 72  
PLANS: ..... 85

## SECTION I: NOTICE TO CONTRACTORS

**PROJECT NAME:** HIGH MAST LIGHTING PROJECT

**PROJECT NUMBER:** 20-46.12

**PROJECT LOCATION:** Exit 65, I-77 & SC 9, Chester County, SC

**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:** Installation of High Mast Lighting, Chester County, South Carolina

**AGENCY/OWNER:** Chester County, 1476 J.A. Cochran Bypass, Chester SC 29706

**ENGINEER:** Infrastructure Consulting & Engineering (ICE) 121 Midlands Court, West Columbia SC 29169  
Project Manager, Bill Coleman Email: [bill.coleman@ice-eng.com](mailto:bill.coleman@ice-eng.com) Cell 803-261-5581

**QUESTIONS:** All questions, requests, and correspondence shall be addressed to the Project Manager, Bill Coleman. All questions concerning the Bid Documents shall be in writing and submitted by **February 20, 2023**. All answers and questions will be sent to all known plan holders.

**PLANS AND BIDDING DOCUMENTS:** Chester County Procurement Office, ICE, Columbia, South Carolina

**PLAN DEPOSIT:** Bid Documents may be obtained as electronic copy from the engineer or the county website at no charge. \$100.00 nonrefundable fee for hard copy

**BID CLOSING AND OPENING:** **Thursday, February 23, 2023, at 2:30 PM**

**BID SUBMITTAL:** Submit Sealed Bids clearly marked "RFB: 20-46.12" with the bidder's name, address, and South Carolina contractor license number on the envelope to: Chester County Government Complex Executive Board Room, Attn: Ms. Susan Cok, Director of Contracts and Purchasing, 1476 J A Cochran Bypass, Chester SC 29706

**SUBSTANTIAL COMPLETION:** Project will be completed and ready for final inspection on April 30, 2024

## SECTION II: CHESTER COUNTY DOCUMENTS



*Chester County, South Carolina*

**REQUEST FOR BID**

**Solicitation:** RFB: 20-46.12

**Description:** MAST LIGHTING PROJECT

**Using Governmental Unit:** Chester CTC

**Procurement Officer:** Ms. Susan M. Cok

**Issue Date:** January 27, 2023

**CLOSING DATE AND TIME:** Thursday, February 23, 2023, 2:30 PM

**CLOSING LOCATION:** Chester County Government, **Council Chambers**  
1476 J.A. Cochran Bypass, Chester SC 29706

**Return Proposal To:**

*Chester County  
Office of Purchasing  
PO Drawer 580  
Chester, SC 29706  
Phone (803) 581-2829*

**Express / Hand Carry To:**

*Chester County  
Office of Purchasing  
1476 J.A. Cochran Bypass  
Chester, SC 29706*

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

**NUMBER OF COPIES TO BE SUBMITTED:** One (1) Original

**PROCUREMENT FOR:**

HIGH MAST LIGHTING PROJECT Exit 65 I-77 & SC 9, Chester County, South Carolina

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

The Term "Offer" Means Your "Bid" or "Proposal"

*Susan M. Cok*

Susan M. Cok  
Director of Contracts and Procurement

In compliance with the request for proposal, 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 Chester, South Carolina Purchasing Department to Solicit proposals for:

### HIGH MAST LIGHTING PROJECT

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 RFP
- IV. Terms and Conditions
- V. Scope of Work / Specification
  - May be Blank if Bidding Schedule / Cost Proposal 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 Chester 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 proposal submitted in response to this solicitation. The terms “Bid” and “Proposal” are 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/Proposal 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 Manager or the Contracts and Procurement 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 PROPOSAL AS OFFER TO CONTRACT**

- 5.01** By submitting your Proposal, 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 proposal, 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 PROPOSAL CONFIDENTIAL/PROPRIETARY IS NOT IN CONFORMANCE WITH THE SOUTH CAROLINA FREEDOM OF INFORMATION ACT.

## **10.0 DO NOT OMIT TAXES FROM PROPOSAL**

**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 paragraphs 11.02 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 proposals received after the scheduled deadline, will be immediately disqualified. The County assumes no responsibility for delivery of proposals, 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. Proposals received one minute after the designated time will be considered late and will be rejected. Proposals 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 Proposal, each separate Offer must include a separate price proposal.

**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 proposal 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 relief requested 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-PROPOSAL CONFERENCE – NOT REQUIRED / REQUIRED

### 2.0 SUBMISSIONS OF QUESTIONS

#### 2.01 Primary Contact for Questions Regarding This Solicitation

Please respond, in writing, **no later than February 20, 2023**, any questions you have regarding this Solicitation. Written responses should be directed to Bill Coleman, Project Manager, [bill.coleman@ice-eng.com](mailto:bill.coleman@ice-eng.com).

### 3.0 ADDITIONAL INFORMATION INQUIRIES

#### 3.01 All inquiries concerning this RFP should be directed, in writing, to:

**Bill Coleman, Project Manager**  
[Bill.coleman@ice-eng.com](mailto:Bill.coleman@ice-eng.com)  
121 Midlands Court  
West Columbia, SC 29169

## 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 these situations.

### 2.0 AMENDMENTS

#### 2.01 All amendments to and interpretations of this solicitation shall be in writing. Chester 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 proposal should be disregarded in preparing responses.

### 3.0 DISCUSSIONS/NEGOTIATIONS

#### 3.01 By submission of a proposal, 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 PROPOSAL:

#### 4.01 PROPOSAL FORMAT

Your proposal should be in the following order:

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

#### 4.02 All proposals should be complete and carefully worded and should convey all of the information requested by Chester County. If significant errors are found in the offeror's proposal, or if the proposal fails to conform to the essential requirements of the RFP, Chester County and Chester County alone will be the judge as to whether that variance is significant enough to reject the proposal.

- 4.03** Proposals should be prepared simply and economically, providing a straightforward, concise description of offerors capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.
- 4.04** Each copy of the proposal should be bound in a single volume where practical. All documentation submitted with the proposal should be bound in that single volume.
- 4.05** If your proposal includes any comment over and above the specific information requested in our Request for Proposal, you are to include this information as a separate appendix to your proposal.
- 4.06** Unless stated otherwise herein, the basic and governing language of the contract resulting from this solicitation shall be comprised of the RFP document, including any attachments and amendments, and the successful offeror's signed proposal. In the event of a conflict between the two documents, the RFP will govern.

## **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 Proposal. In quoting prices, wherever Offeror has made an error and has corrected, all such corrections should be initialed by the person signing the proposal. Failure to comply with this provision may result in rejection of the proposal. All documents submitted must be legible.

## **6.0 COUNTY RESPONSIBILITY TO PROPOSAL**

- 6.01** This Solicitation does not commit Chester County to award a contract, to pay any costs incurred in the preparation of a proposal, or to procure or contract for the articles of goods or services. The County reserves the right to accept or reject any or all proposals received as a result of this request, or to cancel in part or in its entirety this proposal if it is in the best interest of the County to do so. If the proposal 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 proposal. Should an Offeror find discrepancies, ambiguities, or omissions in proposal 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 Proposal shall be responsible for its prompt delivery. Any interpretation or clarification of the proposal documents will be made in writing to all persons.
- 7.02** Before submitting a proposal, each Offeror shall be responsible for making all investigations and examinations that are necessary to ascertain conditions and requirements affecting the requirements of this proposal. 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 proposal.
- 7.03** No proposal 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 proposal 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 proposal shall show the state in which the corporation is chartered, and, if that state is other than South Carolina, the proposal shall show that the corporation is authorized to do business in the state of South Carolina. If the Offeror is a partnership, the proposal 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 proposal shall be signed by the individual in person, stating the name or style under which the Offeror

is doing business. In any case, the proposal shall show the current business address of the Offeror, which is to be used for receiving communications from the County.

## **8.0 WITHDRAWAL OF PROPOSALS**

- 8.01** An Offeror may withdraw his proposal without prejudice to himself not later than the day and hour set in the advertisement for receiving proposals, by communicating the purpose in writing to the Director of Contracts and Procurement, 1476 J A Cochran Bypass, Chester SC 29706. When received, said proposal 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 proposal from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Any or all proposals 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 proposals for the same work. Proposals in which the prices obviously are unbalanced will be rejected.

## **11.0 EVALUATION OF PROPOSALS**

- 11.01** An evaluation committee will be established in order to review and evaluate all proposals submitted in response to this Request for Proposal. The committee shall conduct a preliminary evaluation of all responsive technical proposals. Based on the results of the preliminary evaluation, the highest rated offeror(s) may be invited by the Director of Contracts and Procurement to make oral presentations to the Evaluation Committee. This committee will then conduct a final evaluation of the offerors. The Contract and Procurement Director shall then negotiate a proposed contract with the highest qualified offeror. At the time the proposed contract is negotiated, the offeror and the Evaluation Committee may negotiate any changes desired in the Request for Proposal if deemed in the best interest of the County of Chester. If a satisfactory proposed contract cannot be negotiated with the highest qualified offeror, negotiations will be formally terminated. Negotiations shall then be undertaken with the second most qualified offeror and so on. The Committee will make appropriate recommendation to the Chester County Council prior to actual award of contract. In evaluating the proposals, the County reserves the right to accept or reject all or any part of any proposal, waive minor technicalities, and award the contract to the offeror deemed to best serve the interests of the County; and adopt any part or all of a proposal if it is judged in the best interests of the County.
- 11.02** Each proposal will be evaluated on the content of the offeror's proposal, i.e., the burden of information clarification and research rests solely on each offeror's effort and will be considered a reflection of interest and efficiency.
- 11.03** During the review process, the review panel shall have the right to request from offerors any other information or evidence which it deems necessary for evaluation of the proposal and relevant to any one or more of the stated evaluation factors. The failure of an offeror to promptly provide such requested information or evidence shall be sufficient grounds for determining the offeror to be non-responsive and for rejection of the proposal.
- 11.04** The County reserves the right to contact an offeror for clarification of information submitted, to contact references, and to use other sources of obtaining information regarding the offeror that is deemed appropriate and would assist in the evaluation.
- 11.05** Proposals, which, after discussion and submission of additional clarification and/or supplementary information, are determined to meet the specifications of the Request for Proposal, will be classified as "acceptable". Proposals found not to be acceptable will be classified, as "unacceptable" and no further discussion concerning it will be conducted.

**12.0 EVALUATION CRITERIA**

- 12.01** The County of Chester intends to award a contract resulting from this request for proposal to the responsive and responsible offeror whose proposal is determined to be the most advantageous to the County taking into consideration price and other evaluation factors set forth herein; however, the right is specifically reserved to reject any and all proposals. Chester County shall be the sole judge of whether or not a proposal meets the requirements of this Request for Proposal.
- 12.02** Proposals will be reviewed and evaluated by the review panel based upon the evaluation factors, in addition to price, which are listed below:
1. Organizational Experience and Capabilities
    - a. Background, experience, and qualifications
    - b. Financial Stability
    - c. Organizational Management
    - d. Personnel Qualifications
  2. Technical Quality of Proposal
    - a. General Approach and understanding of project.
  3. References
  4. Price Factor (to be computed by Contracts and Procurement Director).

**13.0 DISCUSSIONS WITH RESPONSIVE OFFERORS:**

- 13.01** Discussions may be conducted with responsive offerors who submit proposals for the purpose of clarification to assure full understanding of the requirements of the request for proposals.

**14.0 ORAL PRESENTATION**

- 14.01** Each offeror who submits a response to this Request for Proposal *may* be required to make an oral presentation of the submitted proposal to the County. Such presentations provide an opportunity for the offeror to clarify the proposal, to ensure mutual understanding, and will in no way change the offeror's original proposal. Subsequent travel expense by the offeror will be at the offeror's expense.
- 14.02** Offerors are advised that, in the event of receipt of an adequate number of proposals, which in the opinion of the Director of Contracts and Procurement, require no clarifications and/or supplementary information, such proposals may be evaluated without further discussion. Hence, proposals should be submitted initially on the most complete and favorable terms from a technical standpoint which offerors are capable of submitting to the County. Should proposals submitted require additional clarification and/or supplementary information, offerors should be prepared to submit such additional clarification and/or supplementary information, in a timely manner, when so requested.

**15.0 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.

**16.0 UNSUCCESSFUL OFFERORS:**

- 16.01** Offerors not awarded a contract under this solicitation, may request return of their proposals 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.

**17.0 RIGHT TO PROTEST:**

- 17.01** Any prospective offeror or contractor, who is aggrieved in connection with the solicitation of a contract shall protest in writing to the Director of Contracts and Procurement within fifteen (15) days of the date of issuance of the Requests for Proposals 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.



## IV. 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 Chester 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 Chester 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, 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 a no cost to the County.

**11.0 SC LAW CLAUSE**

**11.01** Upon award of a contract under this proposal, 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 proposal, 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 charge be assessed, no subsequent bids or proposals 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 Chester 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 Chester. 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 proposal. 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 proposal or to the contract.

#### **15.0 OWNERSHIP OF MATERIAL**

- 15.01** All Proposals submitted in response to this document become the property of the County of Chester. Proposals 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 proposals 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/proposal, 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.

## **V. SCOPE OF WORK/SPECIAL INSTRUCTIONS**

**Mast lighting project at Exit 65, I-77 & SC 9 in Chester 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 proposal:**

- **Pages 1, 8, 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 Chester County Government.**

**VI. CALENDAR OF EVENTS**

<b>SOLICITATION AVAILABLE TO VENDORS</b>	<b>January 27, 2023</b>
<b>OFFEROR'S QUESTIONS DUE</b>	<b>February 20, 2023</b>
<b>OFFEROR'S QUESTIONS ANSWERED</b>	<b>ASAP</b>
<b>DEADLINE FOR RECEIPT OF OFFERS</b>	<b>February 23, 2023, @ 2:30 PM</b>
<b>LOCATION FOR RECEIPT OF OFFERS</b>	Chester County Government Council Chambers 1476 J A Cochran Bypass Chester, SC 29706

## SECTION III - EXHIBITS

**NON-COLLUSION AFFIDAVIT**

STATE OF SOUTH CAROLINA  
 COUNTY OF CHESTER

\_\_\_\_\_, deposes and says that:  
 (Name of Offeror)

1. He/She is the \_\_\_\_\_ of the Offeror that has submitted the attached proposal;  
 (Title)
2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
3. Such proposal is genuine and is not a collusive or sham proposal;
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 proposal in connection with the contract for which the attached proposal has been submitted or to refrain from proposal 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 proposal or of any other Offeror, or to fix any overhead, profit or cost element of the proposal price of any other Offeror or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County of CHESTER or any person interested in the proposed contract; and
5. The price or prices quoted in the attached proposal 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 \_\_\_\_\_, 2023

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: Bill Coleman, Project Manager, Email: bill.coleman@ice-eng.com**

**RFB No.: 20-46.12**

**Deadline for submitting questions: February 20, 2023**

OFFEROR NAME AND ADDRESS: \_\_\_\_\_ DATE: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

FAX #: \_\_\_\_\_

EMAIL: \_\_\_\_\_

---

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



**SOLICITATION NUMBER: 20-46.12**

**PROCUREMENT: HIGH MAST LIGHTING PROJECT**

**"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 Chester 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 from 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 Chester County as obligee, 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:

**HIGH MAST LIGHTING PROJECT**

**RFB NO.: 20-46.12**

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 \_\_\_\_\_, 2023.

**PRINCIPAL****SURETY**

\_\_\_\_\_  
Bidder's Name and Corporate Seal (Seal)

\_\_\_\_\_  
Surety's Name and Corporate Seal (Seal)

By: \_\_\_\_\_  
Signature and Title

By: \_\_\_\_\_  
Signature and Title  
(Attach Power of Attorney)

Attest: \_\_\_\_\_  
Signature and Title

Attest: \_\_\_\_\_  
Signature and Title

**BID FORM****Section One****HIGH MAST LIGHTING PROJECT**

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****HIGH MAST LIGHTING PROJECT****BID OF (Contractor)** \_\_\_\_\_**Date of Bid: February 23, 2023 @ 2:30 PM**

ITEM #	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	Bonds and Insurance	LS	1		
2	Mobilization	LS	1		
3	Traffic Control	LS	1		
4	Electric Service Connections	EA	2		
5	S.L.T. SD. 40'AL. 12" TR. Arm Ground Mount	EA	35		
6	High Mast Light Standard-120'(Galv. Steel) T.L. Low Dev.	EA	4		
7	Portable Drive Motor for High Mast Lowering Device	EA	1		
8	2.0" Schedule 80 PVC Conduit	LF	10935		
9	2.0" Schedule 80 PVC Conduit – Direct Bored	LF	660		
10	No. 2 Copper Wire, Conductor, 600V Type RHH, RHW, USE	LF	26635		
11	No. 4 Bare Copper Wire Ground	LF	8785		
12	No. 6 Copper Wire, Conductor, 600V Type RHH, RHW, USE	LF	10005		
13	No. 8 Copper Wire, Conductor, 600V Type RHH, RHW, USE	LF	3335		
14	17"x30"x18" D. Elec. Flush Under Grd. Enclosure - (Str.Poly Conc) HD	EA	6		
15	Permanent Construction Signs (Ground Mounted)	SF	672		
				<b>TOTAL:</b>	

---

**(Grand Total in Words)**

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.

**BID FORM**  
**Section Three**

## HIGH MAST LIGHTING PROJECT

### 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**

**HIGH MAST LIGHTING PROJECT**

Respectfully submitted this \_\_\_\_ day of \_\_\_\_\_, 2023.

Company Name \_\_\_\_\_

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

Name and Title (type or print) \_\_\_\_\_

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

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, Chester 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 uncopied 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. 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.

21. 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.

**22. 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.

23. PERMITS/LICENSING: It shall be the responsibility of the contractor to comply with County Ordinances by securing necessary permits and licenses.

24. 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.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**FORM OF AGREEMENT**  
**BETWEEN OWNER AND CONTRACTOR**  
**FOR CONSTRUCTION CONTRACT**

THIS AGREEMENT is by and between \_\_\_\_\_ **CHESTER 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: Mast Lighting Project at Exit 65, I-77 & SC 9, Chester 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:

**HIGH MAST LIGHTING PROJECT**

**ARTICLE 3 – ENGINEER**

3.01 The Project has been designed by Infrastructure Consulting & Engineering (ICE), (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.

a) Dates for Substantial Completion and Final Payment

**Project will be completed and ready for final inspection on April 30, 2024.**

b) 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 proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (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.

ITEM #	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	Bonds and Insurance	LS	1		
2	Mobilization	LS	1		
3	Traffic Control	LS	1		
4	Electric Service Connections	EA	2		
5	S.LT. SD. 40'AL. 12" TR. Arm Ground Mount	EA	35		
6	High Mast Light Standard-120'(Galv. Steel) T.L. Low Dev.	EA	4		
7	Portable Drive Motor for High Mast Lowering Device	EA	1		
8	2.0" Schedule 80 PVC Conduit	LF	10935		
9	2.0" Schedule 80 PVC Conduit - Direct Bored	LF	660		
10	No. 2 Copper Wire, Conductor, 600V Type RHH, RHW, USE	LF	26635		
11	No. 4 Bare Copper Wire Ground	LF	8785		
12	No. 6 Copper Wire, Conductor, 600V Type RHH, RHW, USE	LF	10005		
13	No. 8 Copper Wire, Conductor, 600V Type RHH, RHW, USE	LF	3335		
14	17"x30"x18" D. Elec. Flush Under Grd. Enclosure - (Str.Poly Conc) HD	EA	6		
15	Permanent Construction Signs (Ground Mounted)	SF	672		
			<b>TOTAL:</b>		

**(Grand Total in Words)**

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.

**ARTICLE 6 – PAYMENT PROCEDURES**

**6.01 Submittal and Processing of Payments**

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 15<sup>th</sup> 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 moneys 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
- a. The Contract Documents consist of the following:
  - b. This Agreement
  - c. Performance bond
  - d. Payment bond
  - e. General Conditions
  - f. Standard Specifications and Drawings as referenced in the bid documents.
  - g. The contents of the Request for Bids, including all drawings, attachments, specifications, and any addenda
  - h. Drawings consisting of 0 pages.
  - i. Addenda (numbers 0 to 0, inclusive).
  - j. Exhibits to this Agreement (enumerated as follows):
  - k. Contractor's Bid
  - l. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

- m. Notice to Proceed
- n. Work Change Directives.
- o. Change Orders.
- p. The documents listed in paragraph 9.01.a are attached to this agreement (except as expressly noted otherwise above)
- q. There are no contract documents other than those listed in this Article 9.
- r. The contract documents may only be amended, modified, or supplemented as provided in the General Conditions.

## **ARTICLE 10 – MISCELLANEOUS**

### **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 binds 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; and
  - 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.

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 \_\_\_\_\_, (Which is the Effective Date of the Agreement).

**OWNER:**

Chester County, South Carolina \_\_\_\_\_

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

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Address for giving notices:

PO Drawer 580 \_\_\_\_\_

Chester SC 29706 \_\_\_\_\_

(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 **Chester County**, 1476 J A Cochran, Chester SC 29706, as obligee, 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 \_\_\_\_\_, 2023, for the construction of: **HIGH MAST LIGHTING PROJECT** in accordance with the Drawings and Specifications prepared by Infrastructure Consulting & Engineering (ICE), 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 \_\_\_\_\_, 2023.

**PRINCIPAL**

**SURETY**

\_\_\_\_\_  
Bidder's Name and Corporate Seal (Seal)

\_\_\_\_\_  
Surety's Name and Corporate Seal (Seal)

By: \_\_\_\_\_  
Signature and Title

By: \_\_\_\_\_  
Signature and Title  
(Attach Power of Attorney)

Attest: \_\_\_\_\_  
Signature and Title

Attest: \_\_\_\_\_  
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 **Chester County**, 1476 J A Cochran Bypass, Chester SC 29706, as obligee, 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 \_\_\_\_\_, 2023, for the construction of **HIGH MAST LIGHTING PROJECT** in accordance with the Drawings and Specifications prepared by Infrastructure Consulting & Engineering (ICE), 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:
  - c) 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.
  - d) 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 \_\_\_\_\_, 2023

**PRINCIPAL**

**SURETY**

\_\_\_\_\_  
 Bidder’s Name and Corporate Seal  
 By: \_\_\_\_\_  
 Signature and Title  
 Attest: \_\_\_\_\_  
 Signature and Title

\_\_\_\_\_  
 Surety’s Name and Corporate Seal  
 By: \_\_\_\_\_  
 Signature and Title  
 (Attach Power of Attorney)  
 Attest: \_\_\_\_\_  
 Signature and Title

## SECTION VI: SPECIAL PROVISIONS

## SPECIAL PROVISIONS

### PROJECT NUMBER

RFB 20-46.12

### COUNTY

CHESTER

**This project is to be constructed under the South Carolina Department of Transportation's Specifications for Highway Construction Edition of 2007, the South Carolina Department of Transportation's 2004 Construction Manual, and the Supplemental Technical Specifications in effect at the time of the letting, and the following Special Provisions and Supplemental Specifications.**

### DEFINITION AND TERMS:

Delete Paragraph 101.3.27, (the) Engineer, of the 2007 Version of the Standard Specifications for Highway Construction in its entirety and replace with the following:

*Chester 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 Infrastructure Consulting & Engineering (ICE) 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 CHESTER 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 Chester 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:

Substantial Completion of Work is the point in the project when work has been constructed to the Plans over the entire length of the project. It is our intent that the contractor complete work on this project in an expedient manner in order to minimize disruption to the traveling public. After the contract is signed and contractor determines the time required to obtain materials, the Notice to Proceed will be issued, accounting for lead time for obtaining materials and doing work with a completion date 212 days in the future. Once contractor has commenced any work on site, including installation of any permanent construction signs, contractor will have 7 months to complete the project. Estimated completion date shall be no later than April 30, 2024, with the only remaining work to be performed being punch list items.

Contractor shall have the work substantially complete on **April 30, 2024**.

### SPECIAL INSTRUCTIONS TO CONTRACTOR:

The Bidders are hereby advised that all work, services, construction, and materials used on the project shall conform to the most current SCDOT standards and specifications for this project, including but not limited to, SCDOT Standard Drawings, SCDOT Standard Specifications, SCDOT Supplemental Technical Specifications, and SCDOT Special Provisions with all updates effective at the time of the letting, including errata.

The contract will be signed by CHESTER County and all payments to the contractor will be made by CHESTER County.

#### PLAN MODIFICATIONS, SUMMARY OF ESTIMATED QUANTITIES & INCLUSION ITEMS:

Contract Bid Schedules are to be used in lieu of the Summary of Quantities tables in the Plans. Contract Inclusion Items are to be used in lieu of the Inclusion items listed in the Plans.

CHESTER County Director of Engineering must specifically authorize changes involving increased cost of the project. Change orders affecting time or money may require CHESTER County Council approval.

**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 proposals.

**PROPOSAL ITEMS AND QUANTITIES:**

A list of bid items and quantities is on **page 30**.

**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.

**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 Infrastructure Consulting & Engineering (ICE) 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.

<b>GENERAL LIABILITY</b>	<b>LIMIT</b>
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
<b>WORKER'S COMPENSATION and EMPLOYER'S LIABILITY (statutory)</b>	<b>LIMIT</b>
(Each Accident)	\$100,000.00
(Disease-Policy Limit)	\$500,000.00
(Disease-Each Employee)	\$100,000.00
<b>AUTOMOBILE LIABILITY (Any Auto)</b>	
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:

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 59.

**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.

**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.

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.

**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; and
- 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).

### **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 proceeding 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.

### **PERMANENT CONSTRUCTION SIGNS:**

Utility locations must be performed prior to the placement of Permanent Construction Signs. State Law requires that the location of each sign be marked with a white line in the roadway or a stake in the shoulder. The locator company will mark 25 feet on either side of the location. The responsibility for marking the sign locations prior to the contractor calling PUPS for utility locate lies with the party responsible for lines and grades on the project. If Construction Lines and Grades is a pay item, then the Prime Contractor is responsible for marking the sign location.

Prior to marking the sign location, care must be taken when marking the signs to ensure that there are no obstructions or other mitigating factors that will cause the sign to be moved outside of the 50-foot utility window. Any costs associated with staking out the sign locations are considered incidental to the cost of Permanent Construction Signs.

Requests for utility locates must be specific and isolated to the sign locations if no ground disturbing activities are occurring outside of the sign placement.

Contractor to use two Scheme D (152 SF EA) from Standard Drawing 605-010-02 for SC 9 and two Scheme B (184 SF EA) from Standard Drawing 605-015-00 for Interstate 77. Total Permanent Construction Signs estimated is 672 SF.

### **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 department. Final approval of any revisions to the traffic control plan shall be pending upon review by the Director of Traffic Engineering.

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.

When mounting signs on multiple ground mounted sign supports, ensure that each post is of the same type. Combining and installing both ground mounted u-section and square steel tube posts within the same sign assembly is prohibited.

When mounting signs on ground mounted u-section or square steel tube posts, utilize either a sign support / ground support post combination with an approved breakaway assembly or a single direct driven post for each individual sign support of a sign assembly installation. Do not combine a sign support / ground support post combination and a direct driven post on the same sign assembly installation that contains two or more sign supports. Regarding sign support / ground support post combination installations, ensure that post lengths, stub heights and breakaway assemblies comply with the manufacturer's requirements and specifications. Use approved breakaway assemblies found on the *Approved Products List For Traffic Control Devices in Work Zones*.

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. 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.

Overlays are prohibited on all rigid construction signs. The legends and borders on all rigid construction signs shall be either reversed screened or direct applied.

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 "Grooved Pavement" signs (W8-15-48) supplemented with the "Motorcycle" plaque (W8-15P-30) in advance of milled or surface planed pavement surfaces. On primary routes, install these signs no further than 500 feet in advance of the beginning of the pavement condition. On interstate routes, install these signs no less than 500 feet in advance of the beginning of the pavement condition. Install two sign assemblies at each sign location, one on each side of the roadway, on multilane roadways when the pavement condition is present. Install these signs immediately upon creation of this pavement condition and maintain these signs until this pavement condition is eliminated.

Install "Steel Plate Ahead" signs (W8-24-48) in advance of an area of roadway where temporary steel plates are present. Install these signs no further than 300 feet in advance of locations where steel plates are present. On multilane roadways, comply with the same guidelines as applied to all other advance warning signs and install two sign assemblies at each sign location, one on each side of the roadway, when roadway conditions warrant. Install these signs immediately upon installation of a temporary steel plate and maintain the signs until the temporary steel plates are removed.

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.

Supplementary signs attached to Type III barricades shall be constructed with an approved reflective fabric sign substratum or an approved aluminum laminate substrate. The approved aluminum laminate substrates shall be either Alpollic, Dibond, or Reynolite. Attaching any other type of rigid sign substratum to a Type III barricade is PROHIBITED.

All warning lights, including Types A, B, and C, must be lightweight and may not exceed 3.3 pounds in accordance with the requirements of NCHRP Report 350. However, warning lights are only required on advanced warning signs and the Type III barricades for bridge closures and closures of existing roadway alignments as illustrated on the typical traffic control standard drawings designated for bridge closures and closures of existing roadway alignments.

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.

During nighttime flagging operations, flaggers shall wear a safety vest and safety pants that comply with the requirements of ANSI / ISEA 107 standard performance for Class 3 risk exposure, latest revision, and a fluorescent hard hat. The safety vest and the safety pants shall be retroreflectorized and the color of the background material of the safety vest and safety pants shall be fluorescent orange-red or fluorescent yellow-green.

During nighttime flagging operations, the contractor shall illuminate each flagger station with any combination of portable lights, standard electric lights, existing streetlights, etc., that will provide a minimum illumination level of 108 Lx or 10 fc.

During nighttime flagging operations, supplement the array of advance warning signs with a changeable message sign for each approach. These changeable message signs are not required during daytime flagging operations. Install the changeable message signs 500' in advance of the advance warning sign arrays. Messages should be "Flagger Ahead" and "Prepare to Stop".

Supplement and delineate the shoulder edges of travel lanes through work zones with traffic control devices to provide motorists with a clear and positive travel path. Utilize portable plastic drums unless otherwise directed by the Department. Vertical panels may be used where specified by the plans and directed by the RCE. The installation of traffic control devices are required in all areas where those areas immediately adjacent to a travel lane open to traffic have been altered in any manner by work activities, including but not limited to activities such as grading, milling, etc. Install the traffic control devices immediately upon initiating any alterations to the areas immediately adjacent to or within 15 feet of the near edge line of the adjacent travel lane. When sufficient space is available, place the traffic control devices no closer than 3 feet from the near edge of the traffic control device to the near edge line on the adjacent travel lane. When sufficient space is unavailable, place the traffic control device at the maximum distance from the near edge of the adjacent travel lane available.

#### LANE CLOSURE RESTRICTIONS -

The lane closure restrictions stated below are project specific. For all other restrictions see supplemental specification "Closure Restrictions" dated July 1, 2019.

The Contractor shall install all lane closures as directed by the Standard Specifications For Highway Construction (latest edition), 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 primary and secondary routes as directed by the typical traffic control standard drawings designated for lane closures on primary routes.

<u>I-77</u>	<u>Northbound</u>	<u>Southbound</u>
	MON: 10A-7P	MON: 7A-6P
MP 49 (SC 200) to	TUE: 10A-6P	TUE: 7A-6P
MR 76 (Begin	WED: 9A-7P	WED: 7A-6P
6-Lane)	THU: 9A-7P	THU: 7A-7P
	FRI: 9A-8P	FRI: 7A-8P
Fairfield, Chester	SAT: 8A-8P	SAT: 7A-7P
& York Counties	SUN: 10A-9P	SUN: 9A-8P

The Department prohibits lane closures on primary and secondary routes during any time of the day that traffic volumes in the travel lanes remaining open to traffic exceed 800 vehicles per hour per lane per direction and during the hours defined in the document "Hourly Restrictions for Lane Closures on Multilane Primary and Secondary Routes." 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.

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.

Installation and maintenance of a lane closure is PROHIBITED when the Contractor is not actively engaged in work activities specific to the location of the lane closure unless otherwise specified and approved by the Engineer. The length of the lane closure shall not exceed the length of roadway anticipated to be subjected to the proposed work activities within the work shift time frame or the maximum lane closure length specified unless otherwise approved by the Engineer. Also, the maximum lane closure length specified does not warrant installation of the specified lane closure length when the length of the lane closure necessary for conducting the work activity is less. The length and duration of each lane closure, within the specified parameters, shall require approval by the Engineer prior to installation. The length and duration of each lane closure may be reduced by the Engineer if the work zone impacts generated by a lane closure are deemed excessive or unnecessary.

The presence of temporary signs, portable sign supports, traffic control devices, trailer mounted equipment, truck mounted equipment, vehicles and vehicles with trailers relative to the installation or removal of closure and personnel are prohibited within the 15 to 30 foot clear zone based upon the roadway speed limit during the prohibitive hours for lane closures specified by these special provisions.

#### SHOULDER CLOSURE RESTRICTIONS -

The Department prohibits the Contractor from conducting work within 15' of the near edge of the adjacent travel lane on the outside shoulders or the median areas of interstate and primary routes during the hours when lane closures are prohibited. The hourly restrictions for lane closures shall also apply to work activities conducted under a shoulder closure within 15' of the near edge of an adjacent travel lane or a median area. The Department reserves the right to suspend work conducted under a shoulder closure if any traffic backups develop and are deemed excessive by the Engineer. Maintain all shoulder closure restrictions as directed by the plans, these special provisions, and the Engineer.

On primary and secondary roadways, the Department prohibits the Contractor from conducting work within 1' or less of the near edge of an adjacent travel lane under a shoulder closure. All work that may require the presence of personnel, tools, equipment, materials, vehicles, etc., within 1' of the near edge of an adjacent travel lane shall be conducted under a lane closure.

The Contractor shall install all shoulder closures as directed by the typical traffic control standard drawings designated for shoulder closures, and the Engineer. Substitution of the portable plastic drums with oversized cones during nighttime shoulder closures is PROHIBITED.

#### MOBILE OPERATIONS -

A mobile operation moves continuously at all times at speeds 3 mph or greater without any stops. The minimal traffic flow impacts generated by these operations involve brief traffic flow speed reductions and travel path diversions. Conduct work operations that cannot be performed at speeds of 3 mph or greater under standard stationary lane closures.

The Department prohibits the Contractor from conducting mobile operations during the hours when lane closures are prohibited. The hourly restrictions for lane closures shall also apply to work activities conducted under mobile operations. The Department reserves the right to suspend work conducted under mobile operations if any traffic backups develop and are deemed excessive by the Engineer. Maintain all mobile operation restrictions as directed by the plans, these special provisions, and the Engineer.

The distance intervals between the vehicles, as indicated in the *Standard Drawings For Road Construction*, may require adjustments to compensate for sight distance obstructions created by hills and curves and any other conditions that may obstruct the sight distance between the vehicles. However, adjustments to the distance intervals between the vehicles should be maintained within the range of variable distance intervals indicated in the standard drawings unless otherwise directed by the Engineer.

Maintain two-way radio communication between all vehicles in the vehicle train operating in a mobile operation.

Supplement the work vehicles and the shadow vehicles with amber colored flashing dome lights. The vehicles may also be supplemented with advance warning arrow panels and truck mounted attenuators as directed in the *Standard Drawings for Road Construction* and the Standard Specifications.

The Contractor shall install, operate and maintain all advance warning arrow panels, truck mounted attenuators and truck mounted changeable message signs as required by these special provisions, the manufacturer's specifications, the *Standard Drawings for Road Construction*, the Standard Specifications, the plans and the Engineer.

**TYPICAL TRAFFIC CONTROL STANDARD DRAWINGS -**

The typical traffic control standard drawings of the "Standard Drawings for Road Construction", although compliant with the MUTCD, shall take precedence over the MUTCD. The typical traffic control standard drawings of the "Standard Drawings For Road Construction" shall apply to all projects let to contract.

Install the permanent construction signs as shown on the typical traffic control standard drawings designated for permanent construction signing.

Standard Drawings 610-205-00 and 610-305-00 may apply to this project if necessary.

**ADDENDUMS:**

**(Addendums to the "2007 Standard Specifications for Highway Construction")**

**(A) Construction (Sub-section 601.4) –**

**Sub-section 601.4.2 Construction Vehicles (Paragraph 2) -**

When working within the rights-of-way of access-controlled roadways such as Interstate highways, the Contractor's vehicles may only change direction of travel at interchanges. These vehicles are prohibited from crossing the roadway from right side to the median or vice versa. Use a flagger to control the Contractor's vehicles when these vehicles attempt to enter the roadway from a closed lane or the median area. Ensure the flagger does not stop roadway traffic, cause roadway traffic to change lanes, or affect roadway traffic in any manner. The Contractor's vehicles may not disrupt the normal flow of roadway traffic or enter the travel lane of the roadway until a sufficient gap is present.

The Contractor shall have flaggers available to control all construction vehicles entering or crossing the travel lanes of secondary and primary routes. The RCE shall determine the necessity of these flaggers for control of these construction vehicles. The RCE shall consider sight distance, vertical and horizontal curves of the roadway, prevailing speeds of roadway traffic, frequency of construction vehicles entering or crossing the roadway and other site conditions that may impact the safety of the workers and motorists when determining the necessity of these flaggers. Ensure these flaggers do not stop roadway traffic, cause roadway traffic to change lanes or affect roadway traffic in any manner. The Contractor's vehicles may not disrupt the normal flow of roadway traffic or enter the travel lane of the roadway until a sufficient gap is present.

When working within the rights-of-way of access-controlled roadways with posted regulatory speed limits of 55 MPH or greater and average daily traffic volumes {ADT} of 10,000 vehicles per day or greater, i.e. Interstate highways, all construction and work vehicles possessing any one or more of the vehicular characteristics listed below are only permitted to enter and exit a right or left shoulder work area during the presence of active lane closures unless otherwise directed by the RCE. These vehicles are not permitted to enter or exit these work areas without the presence of active lane closures unless otherwise directed by the RCE. Shoulder closures are unacceptable and insufficient methods for control of traffic at ingress / egress areas for these vehicles. The restrictive vehicular characteristics include the following:

- Over six (6) tires
- Tandem rear axles
- A base curb weight greater than 8000 lbs.
- A gross vehicular weight greater than 12000 lbs. unless performing duties as a shadow vehicle while supporting a truck mounted attenuator.
- A trailer in tow except under the following conditions:

- Trailers transporting traffic control devices (including but not limited to standard and 42" oversized traffic cones, portable plastic drums, signs, portable sign supports, u-channel and square steel tube signposts) relative to the installation of lane closures, shoulder closures or other traffic control operations approved by the RCE.
- Trailer mounted traffic control devices (including but not limited to advance warning arrow panels, changeable message signs, temporary traffic signals, highway advisory radios, work zone intelligent transportation systems and trailer towed truck mounted attenuators).

**(B) Construction (Sub-section 601.4) –**

**Sub-section 601.4.2 Construction Vehicles -**

**Auxiliary Warning Lights for Vehicles and Equipment -**

Supplement all construction and/or construction-related vehicles and equipment that operate in a stationary or mobile work zone within or adjacent to a roadway within the highway rights-of-way with AMBER or YELLOW colored high intensity rotating or strobe type flashing auxiliary warning light devices. Utilize, install, operate and maintain a single or multiple lighting devices as necessary to provide visibility to approaching motorists.

All auxiliary warning light models shall meet *Society of Automotive Engineers* (SAE) Class I standards and SAE Standard J575 relative to *Tests for Motor Vehicle Lighting Devices and Components* and these specifications.

The amber/yellow color of the dome/lens of an auxiliary warning light device shall meet SAE Standard J578 for amber/yellow color specifications.

Auxiliary warning lights with parabolic reflectors that rotate shall rotate around a halogen lamp at a rate to produce approximately 175 flashes per minute. The parabolic reflector shall produce a minimum 80,000 candle power and a minimum 54,000 candela through an SAE Standard J846 approved amber dome.

Equip strobe type flashing auxiliary warning light devices with photosensitive circuit controls to adjust the lighting intensity in response to changes in ambient light conditions such as from day to night. These lights shall have a double-flash capability rated at approximately 80 double flashes per minute and produce a minimum 24 joules of flash energy at the highest power level setting.

Acceptable auxiliary warning light models shall provide sufficient light output to be clearly recognizable at a minimum distance of 1750 feet.

Mount all auxiliary warning light devices intended to function as the auxiliary warning light system or as an element thereof on vehicles and equipment at locations no less than 3 feet above the ground and in conspicuous locations to provide visibility to approaching motorists.

Auxiliary warning light devices and/or models that mount in the locations of the standard vehicle lighting system are unacceptable as the specified auxiliary warning light system due to restrictive simultaneous visibility capabilities from multiple sight angles. However, auxiliary warning light devices that mount in the standard vehicle lighting system locations are acceptable as supplements to the specified lighting devices mounted in locations that do meet the minimum height requirements and provide simultaneous visibility capabilities from multiple sight angles.

Standard vehicle hazard warning lights are only permitted as supplements to the specified auxiliary warning light devices.

**(C) General Requirements for Providing and Maintaining Traffic Control Devices in the Work Zone (Section 602) –**

**Sub-section 602.4 Construction (Paragraph 8) -**

Mount flat sheet signs straight and level and with the face of the signs perpendicular to the surface of the roadway. This requirement applies to flat sheet signs whether they are portable or have the embedded supports. Mount advance construction signs 2 feet from the edge of a paved shoulder or the face of a curb, or if no paved shoulder exists, 6 feet to 12 feet from the edge of an adjacent travel lane to the nearest edge of the signs. The mounting height of single signs mounted on ground embedded sign supports is no less than 7 feet or no greater than 8 feet from the bottom edge of the sign to the grade elevation of the near edge of the adjacent travel lane or sidewalk when a sidewalk is present. Any secondary sign on the same assembly has a minimum mounting height

of 6 feet from the ground to the bottom edge of the secondary sign. Ensure that signs mounted on portable sign supports, including advance construction signs, regulatory signs, warning signs, etc., have a minimum mounting height of 5 feet from the ground to the bottom edge of the sign. Provide special sign mounting assemblies, when necessary, in areas of double-layered guardrail, concrete median barrier, or bridge parapet walls.

**(D) Category I Traffic Control Devices (Section 603) –**

**Sub-section 603.2.2 Oversized Traffic Cones (Paragraph 6) -**

Reflectorize each oversized traffic cone with 4 retroreflective bands: 2 orange and 2 white retroreflective bands. Alternate the orange and white retroreflective bands, with the top band always being orange. Make each retroreflective band not less than 6 inches wide. Utilize Type III – Microprismatic retroreflective sheeting for retro-reflectorization on all projects let to contract after May 1, 2010, unless otherwise specified. Separate each retroreflective band with not more than a 2-inch non-reflectorized area. Do not splice the retroreflective sheeting to create the 6-inch retroreflective bands. Apply the retroreflective sheeting directly to the cone surface. Do not apply the retroreflective sheeting over a pre-existing layer of retroreflective sheeting.

**Sub-section 603.2.3 Portable Plastic Drums (Paragraph 3) -**

Reflectorize each drum with Type III – Microprismatic retroreflective sheeting: 2 orange and 2 white retroreflective bands, 6 inches wide on all projects let to contract after May 1, 2010, unless otherwise specified. Alternate the orange and white retroreflective bands with the top band always being orange. Ensure that any non-reflectorized area between the orange and white retroreflective bands does not exceed 2 inches. Do not splice the retroreflective sheeting to create the 6-inch retroreflective bands. Apply the retroreflective sheeting directly to the drum surface. Do not apply the retroreflective sheeting over a pre-existing layer of retroreflective sheeting.

**(E) Category II Traffic Control Devices (Section 604) –**

**Sub-section 604.2.1 Type I and Type II Barricades (Paragraph 3) -**

Reflectorize these barricades with Type VIII or IX Prismatic retroreflective sheeting on all projects let to contract after May 1, 2012 unless otherwise specified. Ensure that the retroreflective sheeting has alternate orange and white stripes sloping downward at a 45-degree angle in the direction of passing traffic. The stripes shall be 6 inches wide.

**Sub-section 604.2.2 Type III Barricades (Paragraph 3) -**

Reflectorize these barricades with Type VIII or IX Prismatic retroreflective sheeting on all projects let to contract after May 1, 2012 unless otherwise specified. Ensure that the retroreflective sheeting has alternate orange and white stripes sloping downward at a 45-degree angle. Apply the sloping orange and white stripes in accordance with the requirements of the Plans, SCDOT Standard Drawings and the MUTCD. The stripes shall be 6 inches wide.

**(F) Temporary Concrete Barrier (Sub-section 605.2.3.2) –**

**Sub-section 605.2.3.2 Temporary Concrete Barrier (Paragraph 6) -**

Previously used temporary concrete barrier walls are subject to inspection and approval by the RCE before use. Ensure that previously used temporary concrete barrier walls are in good condition. Defects to a temporary concrete barrier wall that may disqualify a section of wall for use include gouges, cracks, chipped, or spalled areas. A defect that exposes reinforcing steel warrants immediate disqualification. A disqualification grade type defect shall consist of measurements in excess of 1 inch, entirely or partially within the boundaries of the end connection areas and the drainage slot areas as illustrated in the “Standard Drawings for Road Construction”, and/or in excess of 4 inches for all areas beyond the end connection areas. To warrant disqualification, these measurements shall exceed the specified dimensions in all three directions, width, height, and depth. A defect that exceeds the specified dimensions in only one or two of the three directions does not warrant disqualification.

Temporary concrete barrier walls with defects less than 6 inches in all three directions, width, height, and depth that do not expose reinforcing steel may be repaired in accordance with the following requirements. Repair is prohibited on temporary concrete barrier walls with defects 6 inches or greater in all three directions, width, height, and depth.



For repair of temporary concrete barrier walls with defects less than 6 inches in all three directions, width, height, and depth that do not expose reinforcing steel, repair the defect with a premanufactured patching material specifically fabricated for patching structural concrete. The strength of the patch must meet or exceed the design strength of the class 3000 concrete of the temporary concrete barrier wall. Perform the repair procedures in accordance with all requirements and instructions from the manufacturer of the patch material. Use a bonding compound between the patch material and the concrete unless specifically stated by the manufacturer that a bonding compound is not required. If the manufacturer states that application of a bonding compound is optional, SCDOT requires application of a bonding compound compatible with the patch material. If cracking occurs within the patched area, remove the patch material completely and repeat the repair process. The contractor shall submit documentation stating all repairs have been conducted in accordance with these requirements prior to installing any temporary concrete barrier walls with repairs. Utilization of temporary concrete barrier walls with repairs shall require approval by the RCE prior to installation.

The Contractor shall submit certification documents for the patch material utilized for repairs to the Engineer prior to placing temporary concrete barrier walls that have been repaired on the project site.

**Sub-section 605.2.3.2 Temporary Concrete Barrier (Paragraph 5) -**

In regard to projects let to contract after January 1, 2017, ALL *NCHRP Report 350* compliant temporary concrete barrier walls placed on a project site SHALL comply with the requirements for the recessed approval stamp as directed by the *SCDOT Standard Drawings*. Those *NCHRP Report 350* compliant temporary concrete barrier walls with the original recessed approval stamp that reads "SCDOT 350" will continue to be acceptable on projects let to contract after January 1, 2017. However, those temporary concrete barriers with the "SCDOT 350" identification plate attached to the side of the barrier walls with mechanical anchors previously grandfathered will no longer be acceptable on projects let to contract after January 1, 2017.

**(G) Construction Signs (Sub-section 605.4.1.1) –**

On all projects relative to **interstate highways** let to contract after January 1, 2016, all signs attached to portable sign supports on and/or adjacent to **interstate highways** shall be rigid. Fabricate each of these rigid signs from an approved aluminum laminate composite rigid sign substrate approved by the Department. Utilization of signs fabricated from roll-up fabric substrates attached to portable sign supports installed on and/or adjacent to **interstate highways** will no longer be acceptable on projects let to contract after January 1, 2016.

ONLY those portable sign supports specified and approved for support of rigid signs fabricated from approved aluminum laminated composite rigid sign substrates and included on the *Approved Products List for Traffic Control Devices in Work Zones*, latest edition, are acceptable. To facilitate location of acceptable portable sign supports, the listing of portable sign supports is now separated into two (2) sections; "Portable Sign Supports for Use with Roll-Up Signs ONLY" and "Portable Sign Supports for Use with Roll-Up Sign Substrates and Rigid Sign Substrates".

**The trade names of the approved aluminum laminate composite rigid sign substrates are "Acopan", "Alpolic", "Dibond" and "Reynolite". These rigid sign substrates are restricted to thicknesses no greater than 2 millimeters.**

Rigid signs fabricated from standard aluminum sign blanks or any other rigid material other than Acopan, Alpolic, Dibond or Reynolite are PROHIBITED for attachment to portable sign supports. However, rigid signs fabricated from standard 0.080 and 0.100 inches thick aluminum sign blanks will continue to be acceptable for mounting on ground mounted sign supports.

Signs fabricated from roll-up fabric substrates approved by the Department will continue to be acceptable for use on and/or adjacent to secondary and primary roadways unless otherwise directed by the Department.

The minimum mounting height of signs mounted on these portable sign supports shall continue to be 5 feet from the ground to the bottom edge of the sign except where a minimum 7 foot mounting height is required in accordance with the standard specifications, the standard drawings, these special provisions and the MUTCD, latest edition.

All signs, barricades and flashing lights as shown on plan sheet TC1 are included in pay item for traffic control – lump sum (1071000).

**(H) Truck-Mounted Attenuator (Sub-section 605.4.2.2) –**

**Sub-section 605.2.2.2.3.3 Color (Paragraph 1) -**

Use industrial grade enamel paint for cover of the metal aspects of the unit. Provide and attach supplemental striping to the rear face of the unit with a minimum Type III high intensity retroreflective sheeting unless otherwise directed by the Department. Utilize an alternating 4 to 8 inch black and 4 to 8 inch yellow 45-degree striping pattern that forms an inverted "V" at the center of the unit that slopes down and to the sides of the unit in both directions from the center.

**(I) Truck-Mounted Attenuator (Sub-section 605.4.2.2) –****Sub-section 605.4.2.2 Truck-Mounted Attenuators (Paragraph 6) -**

A direct truck mounted truck mounted attenuator is mounted and attached to brackets or similar devices connected to the frame of a truck with a minimum gross vehicular weight (GVW) of 15,000 pounds (actual weight) unless otherwise directed. A trailer towed truck mounted attenuator is towed from behind and attached via a standard pintle hook / hitch to the frame of a truck with a minimum gross vehicular weight (GVW) of 10,000 pounds (actual weight) unless otherwise directed.

Each truck utilized with a truck mounted attenuator shall comply with the manufacturer's requirements to ensure proper operation of the attenuator. The minimum gross vehicular weight (GVW) (actual weight) for each truck shall comply with these specifications unless otherwise directed within the "Remarks" column of the *Approved Products List For Traffic Control Devices in Work Zones* in regard to specific requirements for the device in question.

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 sides and a bottom to contain the ballast material in its entirety. 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 part from the frame of the truck during an impact upon the attached 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.

**(J) Trailer-Mounted Changeable Message Signs (Sub-section 606.3.2) -****Sub-section 606.3.2.7 Controller (Paragraphs 1-4) -**

The controller shall be an electronic unit housed in a weatherproof, rust resistant box with a keyed lock and a light for night operation. Provide the unit with a jack that allows direct communications between the on-board controller and a compatible personal computer. The unit shall have a LCD display screen that allows the operator to review messages prior to displaying the message on the sign.

The controller shall have the capability to store 199 factory preprogrammed messages and up to 199 additional messages created by the user in a manner that does not require a battery to recall the messages. Also, the controller shall allow the operator the capability to program the system to display multiple messages in sequence.

Provide the controller with a selector switch to allow the operator to control the brightness or intensity level of the light source of the sign panel. The selector switch shall include "bright," "dim" and "automatic" modes; inclusion of additional modes is permissible. When the selector switch is in the "automatic" mode, a photosensitive circuit shall control the brightness or intensity level of the light source in response to changes in ambient light such as from day to night and other various sources of ambient light.

Equip each sign with remote communications capabilities, such as utilization of cellular telephone or internet browser technology, to allow the operator to revise or modify the message selection from the office or other remote location. Also, provide protection to prohibit unauthorized access to the controller, (i.e. password protection).

**Sub-section 606.5 Measurement (Paragraph 2) -**

Trailer-mounted changeable message signs are included in the lump sum item for Traffic Control in accordance with **Subsections 107.12** and **601.5** of the "2007 Standard Specifications for Highway Construction".

No separate measurement will be made for trailer-mounted changeable message signs unless the contract includes a specific pay item for trailer-mounted changeable message signs.

The Contractor shall provide, install, operate, and maintain the trailer-mounted changeable message sign per traffic control set-up as directed by the Plans, the "Standard Drawings for Road Construction", these Special Provisions, the Specifications, and the Engineer.

**Sub-section 606.6 Payment (Paragraph 2) -**

In addition to **Subsections 107.12** and **601.6**, the payment for Traffic Control is full compensation for providing, installing, removing, relocating, operating, and maintaining trailer-mounted advance warning arrow panels and trailer-mounted changeable message signs as specified or directed and includes providing the units' primary power source; repairing or replacing damaged or malfunctioning units within the specified time; providing traffic control necessary for installing, operating, and maintaining the units; and all other materials, labor, hardware, equipment, tools, supplies, transportation, incidentals, and any miscellaneous items necessary to fulfill the requirements of the pay item in accordance with the Plans, the Specifications, and other items of the Contract.

**Sub-section 606.6 Payment (Paragraph 3) -**

Disregard this paragraph unless the Contract includes a specific pay item for trailer-mounted changeable message signs.

**(K) Temporary Pavement Markings (Sub-section 609.4.1) –**

**Sub-section 609.4.1.1.1 Application Requirements General (in addition to Paragraph 3) -**

On two-lane two-way roadways, apply and place temporary or permanent pavement markings, as specified hereupon, prior to the end of each day's work or shift or reopening a closed travel lane to traffic. These pavement markings shall include 4-inch-wide solid lines on edge lines and solid center lines and 4-inch wide by 10 feet long broken lines with a 30-foot gap for broken center lines and lane lines unless otherwise specified. The center line pavement markings shall be either double yellow solid lines, yellow broken lines or an appropriate combination of a yellow solid line and yellow broken lines for passing / no passing zones. Placement of a singular yellow solid line for a center line pavement marking is unacceptable. The edge line pavement markings shall be a white solid line.

On multilane primary and secondary roadways, apply and place temporary or permanent pavement markings, as specified hereupon, to the travel lanes prior to reopening a closed travel lane to traffic. These pavement markings shall include 4-inch-wide solid lines, utilized for edge lines and solid center lines, and 4-inch wide by 10 feet long broken lines with a 30-foot gap, utilized for lane lines and turn lanes, unless otherwise specified. The center line pavement markings shall be either double yellow solid lines or an appropriate combination of a yellow solid line and 4-inch wide by 10 feet long yellow broken lines for two-way left turn median areas. The right edge line pavement markings shall be a white solid line and the left edge line shall be a yellow solid line except in areas where the travel lanes separate to create a gore type situation and then the color schemes shall comply with SCDOT application practices for gore areas. The lane lines between travel lanes and turn lanes shall be 4-inch wide by 10 feet long white broken lines with a 30-foot gap.

However, on two-lane two-way and multilane primary and secondary roadways, application of a 4-inch-wide solid line utilized for an edge line adjacent to an earth shoulder, white or yellow, may be delayed up to 72 hours after eradication of the original line when the length of eradicated line at a single location is no longer than 250 feet. In the event of multiple locations along the same line, each location must be separated from the adjacent location by no less than 250 feet with a cumulative total distance of eradicated line of no more than 1300 feet within any continuous 1 (one) mile length of roadway measured from a selected location. If the length of eradicated line exceeds 250 feet at any single location, the distance interval between multiple adjacent locations is less than 250 feet or a cumulative total distance of multiple locations of eradicated line exceeds 1300 feet within any continuous 1 (one) mile length of roadway measured from a selected location, replace the eradicated line(s) prior to reopening the adjacent travel lane to traffic.

On interstate roadways, apply and place temporary or permanent pavement markings, as specified hereupon, to the travel lanes prior to reopening a closed travel lane to traffic. These pavement markings shall include 6-inch-wide solid lines, utilized for edge lines, and 6-inch wide by 10 feet long white broken lines with a 30-foot gap, utilized for lane lines between travel lanes and auxiliary lanes, unless otherwise specified. The right

edge line pavement markings shall be a white solid line and the left edge line shall be a yellow solid line except in areas where the travel lanes separate to create a gore type situation and then the color schemes shall comply with SCDOT application practices for gore areas.

On all roadways, apply and place white stop bars and white triangle yield bars in all locations where previous stop bars and triangle yield bars have been eradicated by the work. Apply and place white stop bars and white triangle yield bars at intersections controlled by stop and yield signs within 72 hours of the eradication of the original pavement marking. Apply and place white stop bars at signalized intersections controlled by traffic control signals and at railroad crossings prior to reopening a closed travel lane to traffic.

Within the limits of existing turn lanes on all roadways, apply and place white arrows in all locations where previous arrows have been eradicated by the work unless otherwise directed by the RCE. Apply and place white arrows within 72 hours of the eradication of the original pavement markings. However, in regard to newly constructed turn lanes, apply and place white arrows the within turn lanes as directed by the RCE.

Within the limits of existing lane-drop sites on all roadways, apply and place white arrows in all locations where previous arrows have been eradicated by the work prior to the end of each day's work or shift or reopening the closed travel lane to traffic. In regard to newly constructed lane-drop sites, apply and place white arrows within the travel lane to be terminated prior to opening the travel lane to traffic and as directed by the RCE.

**(L) Temporary Pavement Markings (Sub-section 609.4.1) –**

**Sub-section 609.4.1.1.1 Application Requirements General (Revision to Paragraph 8) -**

On two-lane, two-way roadways, passing zones may be eliminated within the work zone through application of 4-inch double yellow centerline pavement markings if determined feasible and directed to do so by the Plans and/or the RCE. Apply no passing zone markings as specified by the Plans, the Specifications, the *MUTCD* and the RCE.

**(M) Flagging Operations (Sub-section 610.4.1) –**

**Sub-section 610.4.1.1 Flagging Operations (Paragraph 1) -**

Use a flagging operation to control the flow of traffic when two opposing directions of traffic must share a common travel lane. A flagging operation may be necessary during a lane closure on a two-lane two-way roadway, an intermittent ramp closure or an intermittent encroachment of equipment onto a portion of the roadway. Utilize flagging operations to direct traffic around work activities and maintain continuous traffic flow at reduced speeds when determined to be appropriate by the RCE. As stated above, flagging operations shall direct traffic around the work activities and maintain continuous traffic flow, therefore, stopped traffic shall not be required to stop for time durations greater than those listed below unless otherwise directed by the RCE. Begin measurement of the time interval immediately upon the moment the Flagger rotates the Stop/Slow paddle to display the "Stop" condition to the approaching motorists.

**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.

**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.

**CLEANUP**

Prior to beginning of placing HMA, all material left over from any other operation will be cleaned up and removed from site.

**BID DOCUMENTS**

All documents from **page 7 thru page 32** inclusive, shall be considered a part of the bidding documents, and will be submitted with bid, making sure all blanks have been filled in or signed.

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## SECTION VII: SUPPLEMENTAL SPECIFICATIONS

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 proposal 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 VIII: PROJECT INFORMATION



## **PROJECT ESTIMATED QUANTITIES OVERALL**

## ESTIMATED QUANTITIES OVERALL

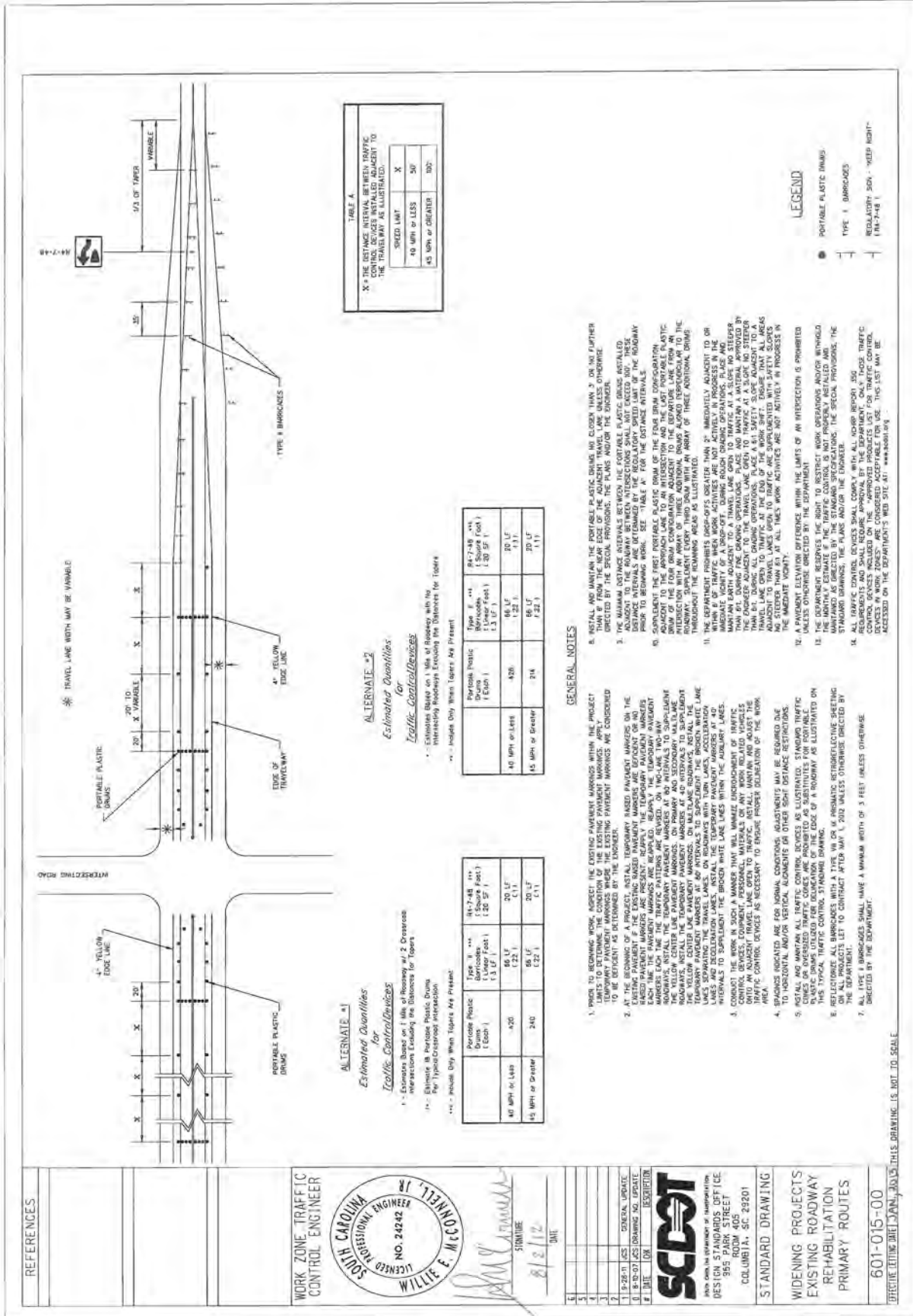
ITEM #	DESCRIPTION	UNIT	QUANTITY
1	Bonds and Insurance	LS	1
2	Mobilization	LS	1
3	Traffic Control	LS	1
4	Electric Service Connections	EA	2
5	S.LT. SD. 40'AL. 12" TR. Arm (Ground Mount)	EA	35
6	High Mast Light Standard-120' (Galv. Steel) T.L. Low Dev.	EA	4
7	Portable Drive Motor for High Mast Lowering Device	EA	1
8	2.0" Schedule 80 PVC Conduit	LF	10935
9	2.0" Schedule 80 PVC Conduit – Direct Bored	LF	660
10	No. 2 Copper Wire, Conductor, 600V Type RHH, RHW, USE	LF	26635
11	No. 4 Bare Copper Wire Ground	LF	8785
12	No. 6 Copper Wire, Conductor, 600V Type RHH, RHW, USE	LF	10005
13	No. 8 Copper Wire, Conductor, 600V Type RHH, RHW, USE	LF	3335
14	17"x30"x18" D. Elec. Flush Under Grd. Enclosure - (Str.Poly Conc) HD	EA	6
15	Permanent Construction Signs (Ground Mounted)	SF	672

## PROJECT STANDARD DRAWINGS

*Standard Drawings Attached for Reference:*

- 605-010-02 (Construction Signs Permanent Primary Routes)
- 605-015-00 (Widening Projects Existing Roadway Rehabilitation Primary Routes)
- 610-205-00 (Right Shoulder Closure Primary Routes)
- 610-305-00 (Right Shoulder Closure Interstate Routes)





**TABLE A**  
X = THE DISTANCE INTERVAL BETWEEN TRAFFIC CONES SHALL BE EQUAL TO THE TRAVELWAY AS ILLUSTRATED.

SPEED LIMIT	X
40 MPH or LESS	50'
45 MPH or GREATER	100'

**ALTERNATE #1**  
Estimated Quantities for Traffic Control Devices

\* - Estimate based on 1 Mile of Roadway w/ 10 Intersecting Roadways Including the Distances for Tapers

\*\* - Single Way When Tapers Are Present

Item #	Quantity	Unit	Notes
1	426	Perforated Plastic Drums (Each)	94-7-48 1.30 SF
2	214	40 MPH or Greater	20 LF
3	214	45 MPH or Greater	20 LF

**ALTERNATE #2**  
Estimated Quantities for Traffic Control Devices

\* - Estimate based on 1 Mile of Roadway w/ 2 Driveway Intersections Including the Distances for Tapers

\*\* - Estimate in Portable Plastic Drums Per Typical Driveway Intersection

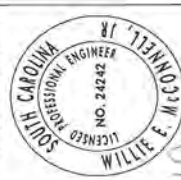
Item #	Quantity	Unit	Notes
1	426	Perforated Plastic Drums (Each)	94-7-48 1.30 SF
2	214	40 MPH or Greater	20 LF
3	214	45 MPH or Greater	20 LF

**GENERAL NOTES**

- Prior to beginning work, inspect the existing pavement markings within the project limits to determine the condition of the existing pavement markings. Apply the following to the existing pavement markings:
  - 1. REPAIR OR REPLACE DAMAGED MARKINGS.
  - 2. REPAINT OR REPAVE WEAR SURF AS NECESSARY TO BE IDENTICAL TO THE EXISTING.
- AT THE BEGINNING OF A PROJECT, INSTALL TEMPORARY RAISED PAVEMENT MARKERS ON THE EXISTING PAVEMENT. IF THE EXISTING RAISED PAVEMENT MARKERS ARE DEFICIENT OR NO MARKERS EXIST, THE PAVEMENT MARKINGS ARE REPAIRED. REPLACE THE TEMPORARY PAVEMENT MARKERS EACH TIME THE TRAFFIC PATTERNS ARE REVISED. ON TWO-LANE TWO-WAY ROADWAYS, INSTALL THE TEMPORARY PAVEMENT MARKERS AT 40' INTERVALS TO SUPPLEMENT THE YELLOW CENTER LINE PAVEMENT MARKINGS. ON PRIMARY AND SECONDARY MULTILANE ROADWAYS, INSTALL THE TEMPORARY PAVEMENT MARKERS AT 40' INTERVALS TO SUPPLEMENT THE PAVEMENT MARKINGS AT 40' INTERVALS TO SUPPLEMENT THE BROKEN WHITE LANE LINES SEPARATING TRAVEL LINES. ON ROADWAYS WITH TURN Lanes, ACCELERATION Lanes, AND/OR TRUCK Lanes, SUPPLEMENT THE BROKEN WHITE LANE LINES WITH TRAFFIC CONES TO SUPPLEMENT THE BROKEN WHITE LANE LINES WITH THE AUXILIARY LINES.
- CONDUCT THE WORK IN SUCH A MANNER THAT WILL MINIMIZE ENCROACHMENT OF TRAFFIC INTO THE ADJACENT TRAVEL LANE. TRAFFIC CONTROL DEVICES SHALL BE PLACED TO PREVENT TRAFFIC FROM ENTERING THE WORK AREA. TRAFFIC CONTROL DEVICES SHALL BE PLACED TO ENFORCE PROPER CLEARANCE OF THE WORK AREA.
- TRAFFIC CONTROL DEVICES SHALL BE PLACED TO ENFORCE PROPER CLEARANCE OF THE WORK AREA. TO HORIZONTAL AND/OR VERTICAL CLEARANCE OR OTHER SIGN DETRIANCE RESTRICTIONS.
- INSTALL AND MAINTAIN ALL TRAFFIC CONTROL DEVICES AS ILLUSTRATED. STANDARD TRAFFIC CONES OR OVERSIZED TRAFFIC CONES ARE PROHIBITED AS SUBSTITUTES FOR PORTABLE PLASTIC DRUMS. TRAFFIC CONES SHALL BE PLACED TO THE INSIDE OF A ROADWAY AS ILLUSTRATED ON THIS TYPICAL TRAFFIC CONTROL STANDING DRAWING.
- REFLECTORIZED ALL BARRICADES WITH A TYPE III OR IV PRISMATIC RETROREFLECTIVE SHEETING. THE DEPARTMENT RESERVES THE RIGHT TO CONTRACT AFTER MAY 1, 2012 UNLESS OTHERWISE DIRECTED BY THE DEPARTMENT.
- TRAFFIC CONTROL DEVICES SHALL HAVE A MINIMUM WIDTH OF 3 FEET UNLESS OTHERWISE DIRECTED BY THE DEPARTMENT.

- LEGEND**
- PORTABLE PLASTIC DRUMS
  - TYPE 1 BARRICADES
  - REGULATORY SIGN - "KEEP RIGHT" (PA-7-48.1)

WORK ZONE TRAFFIC CONTROL ENGINEER



DATE: 8/2/12

SIGNATURE: [Handwritten Signature]



STANDARD DRAWING

WIDENING PROJECTS

EXISTING ROADWAY

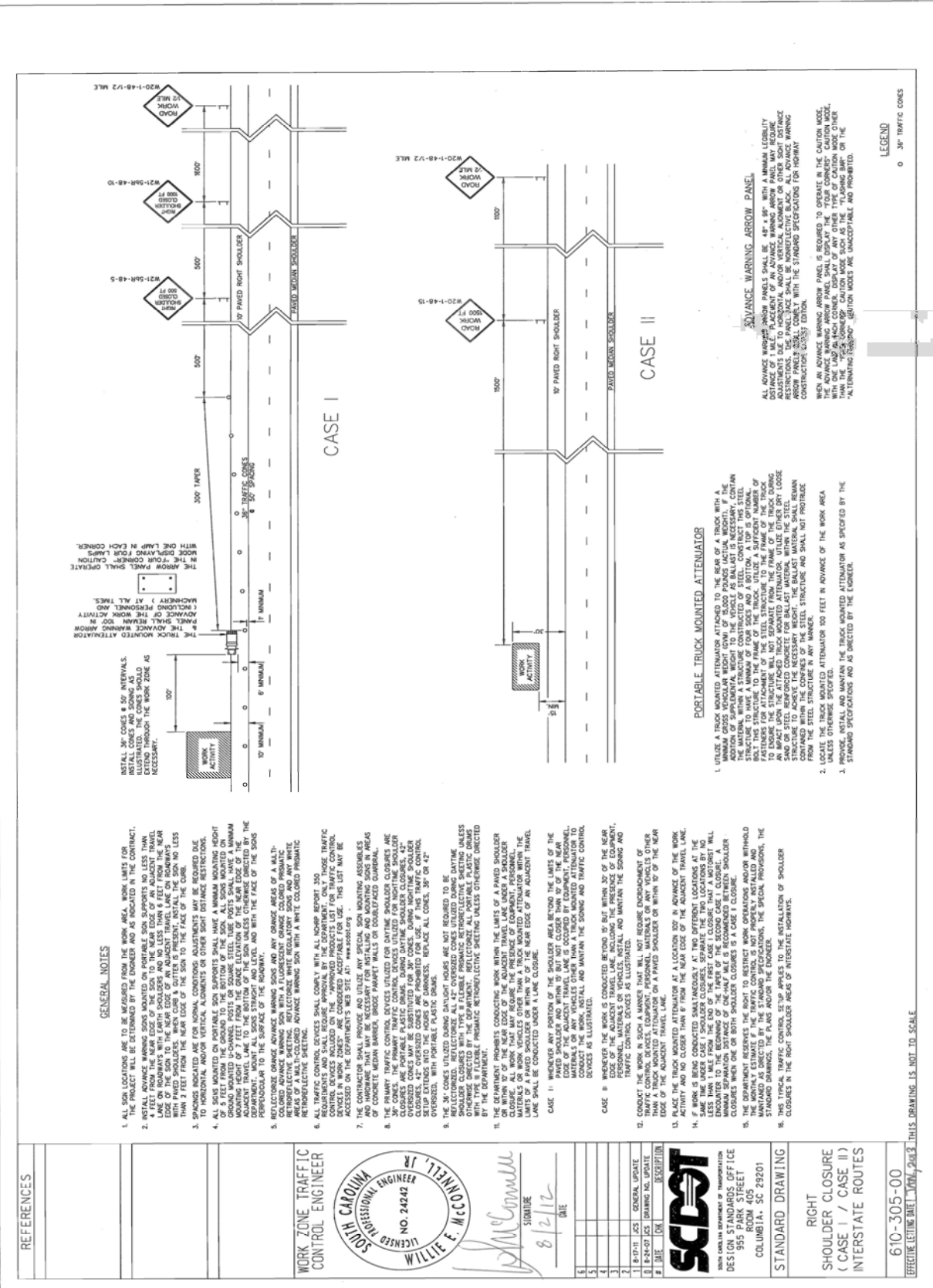
REHABILITATION

PRIMARY ROUTES

601-015-00

DISTRICT DETAILING UNIT (DWG) 2012 THIS DRAWING IS NOT TO SCALE





## **GEOTECHNICAL INVESTIGATION**





September 16, 2022

Attn: Robert Hall, P.E.  
Public Works Director  
Chester County, SC  
PO Box 580  
Chester, SC 29706

Re: **High Mast Lighting – Geotechnical Investigation**  
Location: I-77 - Exit 65  
SCDOT Project Number: P027413

Dear Mr. Hall:

Infrastructure Consulting and Engineering, PLLC (ICE) is pleased to provide this geotechnical investigation report for the proposed high mast lighting foundations. SubTerra Exploration, LLC performed the boring and subcontracted all professional and laboratory services to ICE.

Four (4) Standard Penetration Test (SPT) borings, designated as HMT1 through HMT4, were advanced using a Diedrich D-50 truck mounted drill rig with an automatic SPT hammer system. The following table presents the boring locations and SPT boring information including depth, groundwater, and drill method.

Route	County	Boring	Ground Elevation (ft)	Depth (ft)	Time of Boring Groundwater Depth (ft)	24 Hour Groundwater Depth (ft)	Drill Method
I-77	Chester	HMT1	599.1	40	Dry	26.0	Hollow Stem Auger
I-77	Chester	HMT2	592.4	40	Dry	Dry	Hollow Stem Auger
I-77	Chester	HMT3	601.5	45	Dry	29.8	Hollow Stem Auger
I-77	Chester	HMT4	594.3	40	Dry	Dry	Hollow Stem Auger

SPT testing was performed at two (2) foot intervals for the first ten (10) feet of the depth of the boring and then at 5 foot intervals for the remainder of the depth. SPT sampling was performed in accordance with ASTM D1586. The boring logs are attached with this data report.

All SPT soil samples were collected in the field and transported to our laboratory for additional inspection and selection for laboratory testing. Tests that were performed included grain size distribution testing, Atterberg limits determination and natural moisture contents. A total of twelve (12) soil samples were selected for laboratory testing. Testing was performed to verify the visual field classification in accordance with Unified Soils Classification System (USCS). The soil testing data sheets presenting the results of the samples selected for the laboratory testing program are attached to this report.

The following table summarizes the depth and type of soil encountered in the test borings. Generalized strength parameters have been provided for the soils encountered in this test boring and are recommended for geotechnical design of the high mast lighting system.



Location	Depth (feet)	SPT-N Values (bpf)	USCS Soil Classification	Friction Angle (Degrees)	Cohesion (psf)	Effective Unit Weight (pcf)
I-77 - HMT1	0.0 - 4.0	11 - 13	ML	34	N/A	120
	4.0 - 12.0	13 - 25	CL	N/A	2000	120
	12.0 - 26.0	4 - 9	MH	N/A	1000	120
	26-31	4 - 9	MH	N/A	1000	60
	31.0 - 40.0	7 - 11	MH	N/A	1500	60
I-77 - HMT2	0.0 - 4.0	11 - 17	CL	N/A	1400	120
	4.0 - 12.0	10 - 21	ML	34	N/A	120
	12.0 - 40.0	8 - 15	SM	34	N/A	120
I-77 - HMT3	0.0 - 6.0	11 - 13	ML	34	N/A	120
	6.0 - 20.0	8 - 9	ML	34	N/A	120
	20.0 - 29.8	4 - 5	ML	28	N/A	120
	29.8 - 35	4 - 5	ML	28	N/A	60
	35.0 - 45.0	11 - 15	ML	33	N/A	60
I-77 - HMT4	0.0 - 4.0	18	ML	34	N/A	120
	4.0 - 27.0	10 - 15	ML	34	N/A	120
	27.0 - 40.0	8 - 10	SM	31	N/A	120

ICE has provided subsurface information as part of this data report. No engineering design is included for the high mast lighting foundation. ICE is not aware of planned foundation loads and makes no claim about the appropriate foundation geometry. Foundation design will be performed by others.

ICE's recommendations for soil properties rely on the subsurface information provided from the boring. If the subsurface conditions are found to differ during foundation construction, then ICE must be notified and given an opportunity to adjust our recommendations to match the conditions directly at the high mast lighting foundation.

Exploration and testing for environmental contaminants were not performed.

Please contact us if you have any questions.



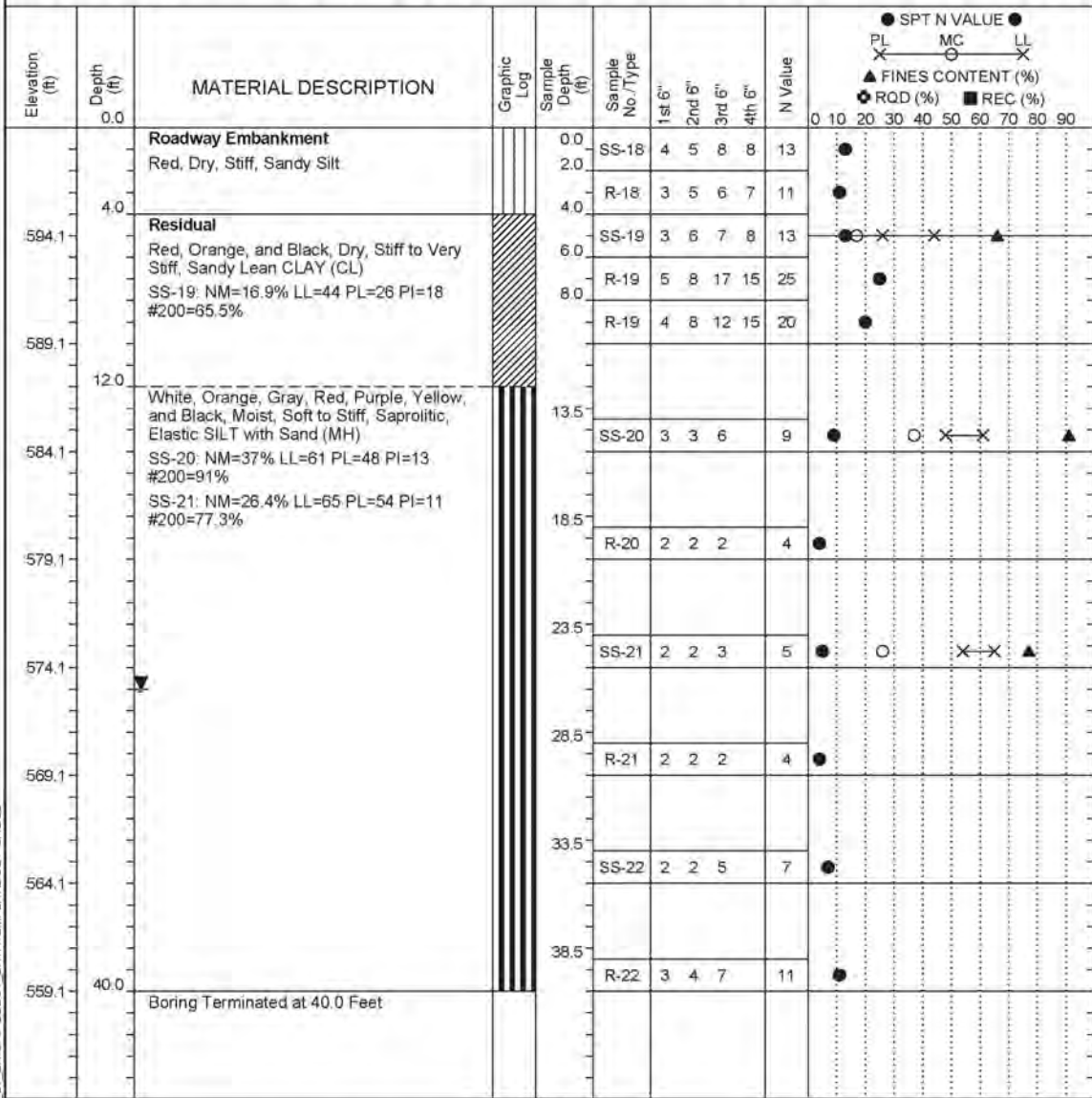
Michael Valiquette, P.E.  
V.P of Geotechnical and Foundation Testing Services  
SC PE License No. 34056

2022.09.16  
13:40:29-04'00'





Project ID:	N/A	County:	Chester	Boring No.:	HMT1
Site Description:	I-77 EXIT 65 HIGH MAST LIGHTING PROJECT			Route:	SR9
Eng./Geo.:	C. Stephens	Boring Location:	503+25.6	Offset:	122.8' LT
Elev.:	599.1 ft	Latitude:	34.74475421	Longitude:	-81.03387575
Date Started:	8/10/2022				
Total Depth:	40 ft	Soil Depth:	40 ft	Core Depth:	N/A ft
Date Completed:	8/10/2022				
Bore Hole Diameter (in):	2.25	Sampler Configuration:		Liner Required:	Y (N)
Liner Used:	Y (N)				
Drill Machine:	D-50 #435	Drill Method:	HSA	Hammer Type:	Automatic
Energy Ratio:	84.4%				
Core Size:	N/A	Driller:	M. Morgan	Groundwater:	TOB Dry
24HR:	26.0 ft				



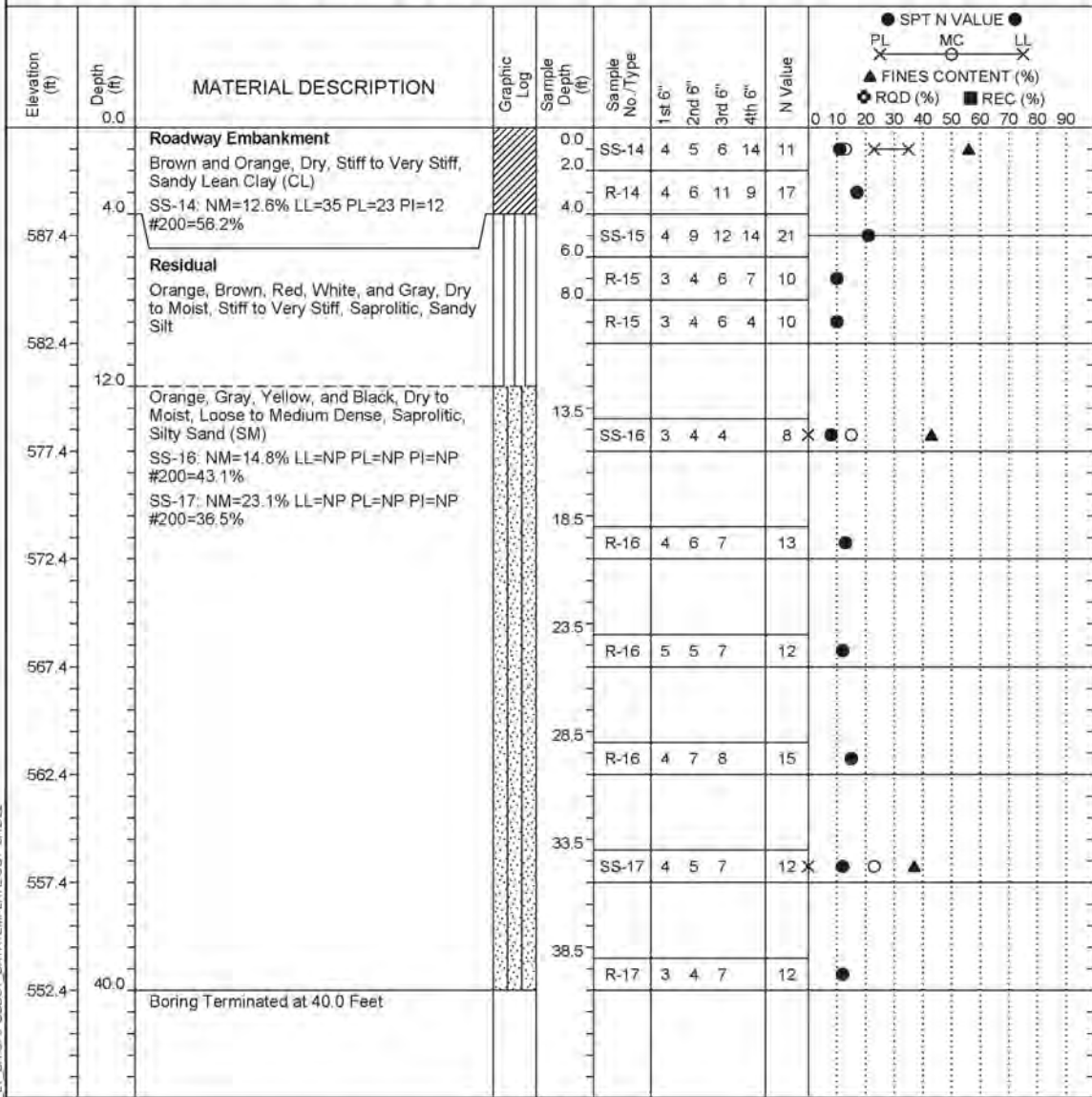
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LEGEND

SAMPLER TYPE		DRILLING METHOD	
SS - Split Spoon	NQ - Rock Core, 1-7/8"	HSA - Hollow Stem Auger	RW - Rotary Wash
UD - Undisturbed Sample	CU - Cuttings	CFA - Continuous Flight Augers	RC - Rock Core
AWG - Rock Core, 1-1/8"	CT - Continuous Tube	DC - Driving Casing	



Project ID:	N/A	County:	Chester	Boring No.:	HMT2
Site Description:	I-77 EXIT 65 HIGH MAST LIGHTING PROJECT			Route:	SR9
Eng./Geo.:	C. Stephens	Boring Location:	510+86.3	Offset:	112.6' LT
Elev.:	592.4 ft	Latitude:	34.60193858	Longitude:	-86.99124811
Date Started:	8/10/2022				
Total Depth:	40 ft	Soil Depth:	40 ft	Core Depth:	N/A ft
Date Completed:	8/10/2022				
Bore Hole Diameter (in):	2.25	Sampler Configuration:		Liner Required:	Y (N)
Liner Used:	Y (N)				
Drill Machine:	D-50 #435	Drill Method:	HSA	Hammer Type:	Automatic
Energy Ratio:	84.4%				
Core Size:	N/A	Driller:	M. Morgan	Groundwater:	TOB Dry
24HR:	Dry				



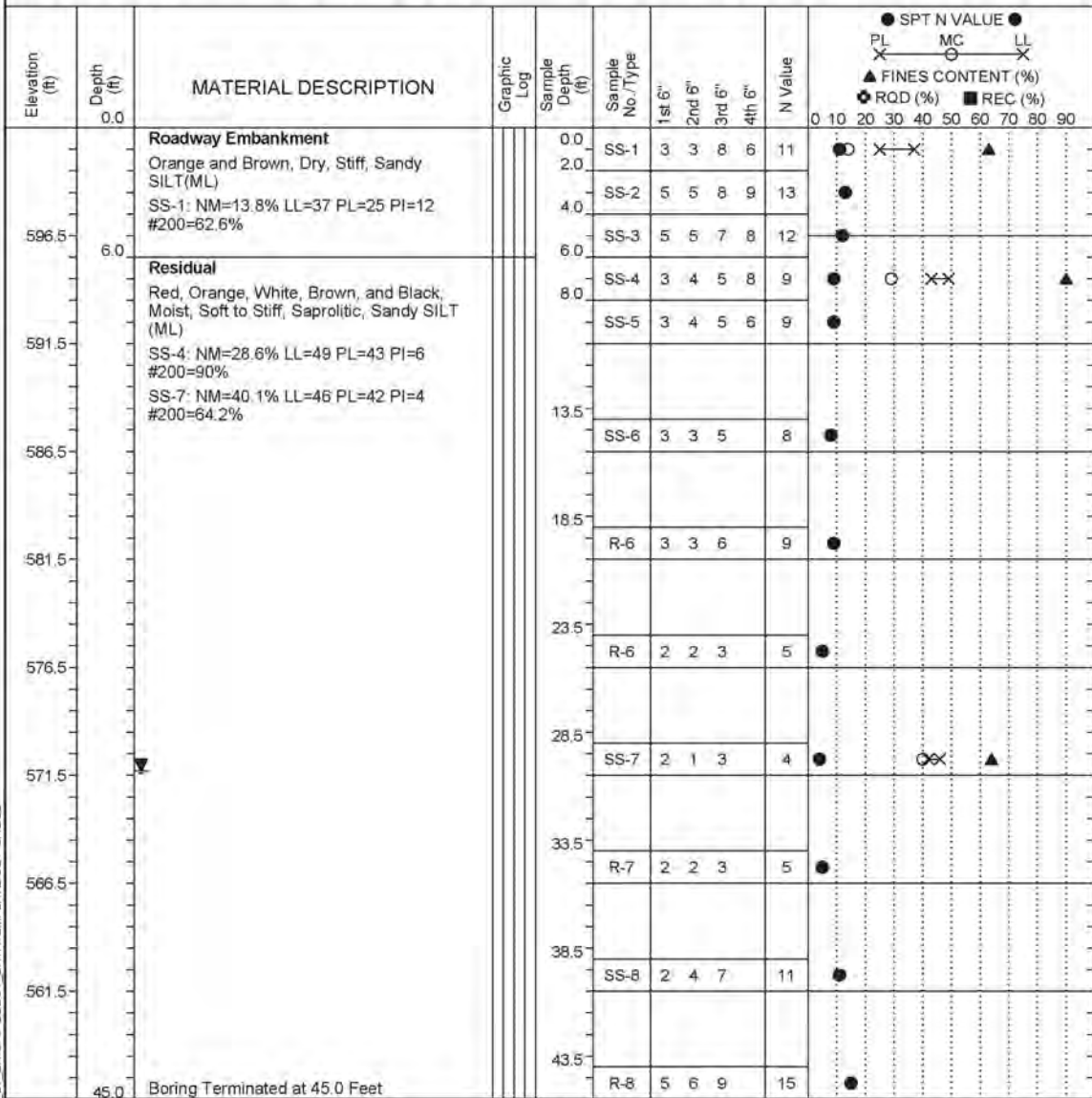
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LEGEND

SS - Split Spoon	NQ - Rock Core, 1-7/8"	HSA - Hollow Stem Auger	RW - Rotary Wash
UD - Undisturbed Sample	CU - Cuttings	CFA - Continuous Flight Augers	RC - Rock Core
AWG - Rock Core, 1-1/8"	CT - Continuous Tube	DC - Driving Casing	



Project ID:	N/A	County:	Chester	Boring No.:	HMT3
Site Description:	I-77 EXIT 65 HIGH MAST LIGHTING PROJECT			Route:	SR9
Eng./Geo.:	C. Stephens	Boring Location:	507+03.5	Offset:	95.9' RT
Elev.:	601.5 ft	Latitude:	34.7456701	Longitude:	-81.03481488
Date Started:	8/9/2022				
Total Depth:	45 ft	Soil Depth:	45 ft	Core Depth:	N/A ft
Date Completed:	8/9/2022				
Bore Hole Diameter (in):	2.25	Sampler Configuration:		Liner Required:	Y (N)
Liner Used:	Y (N)				
Drill Machine:	D-50 #435	Drill Method:	HSA	Hammer Type:	Automatic
Energy Ratio:	84.4%				
Core Size:	N/A	Driller:	M. Morgan	Groundwater:	TOB Dry
24HR:	29.8 ft				



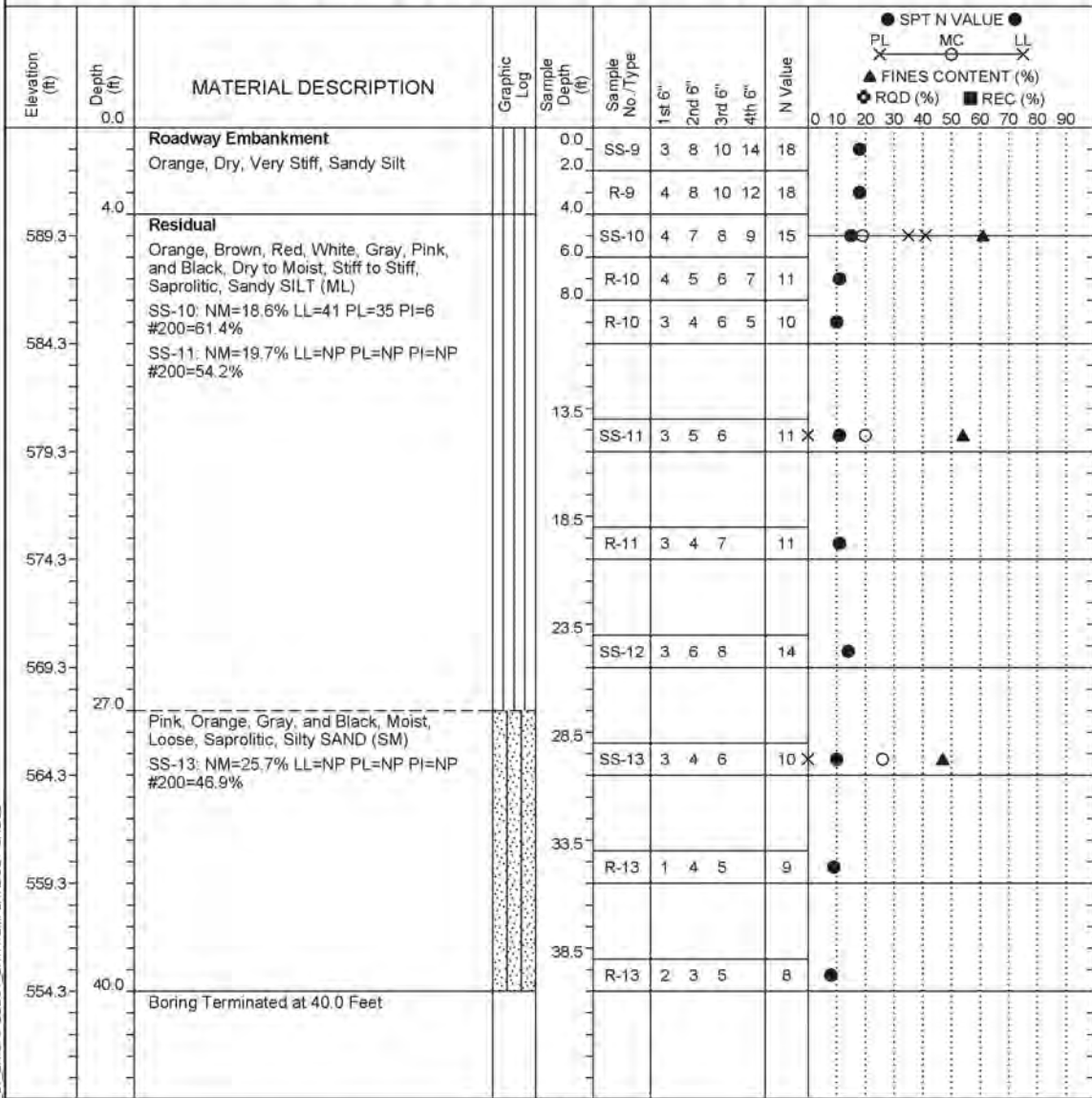
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LEGEND

SAMPLER TYPE		DRILLING METHOD	
SS - Split Spoon	NQ - Rock Core, 1-7/8"	HSA - Hollow Stem Auger	RW - Rotary Wash
UD - Undisturbed Sample	CU - Cuttings	CFA - Continuous Flight Augers	RC - Rock Core
AWG - Rock Core, 1-1/8"	CT - Continuous Tube	DC - Driving Casing	




<b>Project ID:</b> N/A	<b>County:</b> Chester	<b>Boring No.:</b> HMT4
<b>Site Description:</b> I-77 EXIT 65 HIGH MAST LIGHTING PROJECT		<b>Route:</b> RAMPC
<b>Eng./Geo.:</b> C. Stephens	<b>Boring Location:</b> 301+51.6	<b>Offset:</b> 85.0' RT
<b>Elev.:</b> 594.3 ft	<b>Latitude:</b> 34.74641261	<b>Longitude:</b> -81.03704024
<b>Total Depth:</b> 40 ft	<b>Soil Depth:</b> 40 ft	<b>Core Depth:</b> N/A ft
<b>Date Started:</b> 8/10/2022	<b>Date Completed:</b> 8/10/2022	
<b>Bore Hole Diameter (in):</b> 2.25	<b>Sampler Configuration:</b>	<b>Liner Required:</b> Y (N)
<b>Liner Used:</b> Y (N)	<b>Drill Machine:</b> D-50 #435	<b>Drill Method:</b> HSA
<b>Hammer Type:</b> Automatic	<b>Energy Ratio:</b> 84.4%	
<b>Core Size:</b> N/A	<b>Driller:</b> M. Morgan	<b>Groundwater:</b> TOB Dry
		<b>24HR:</b> Dry



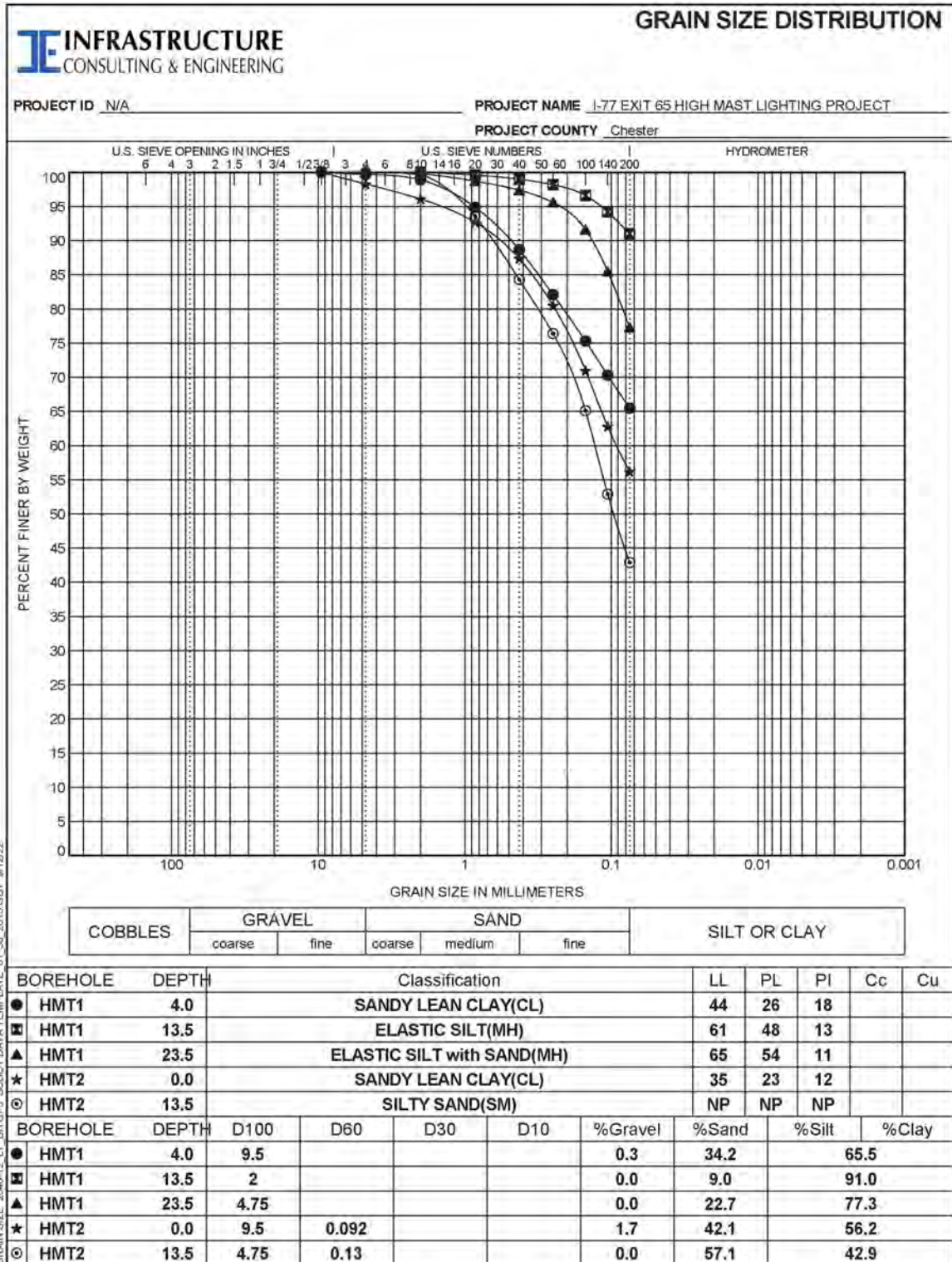
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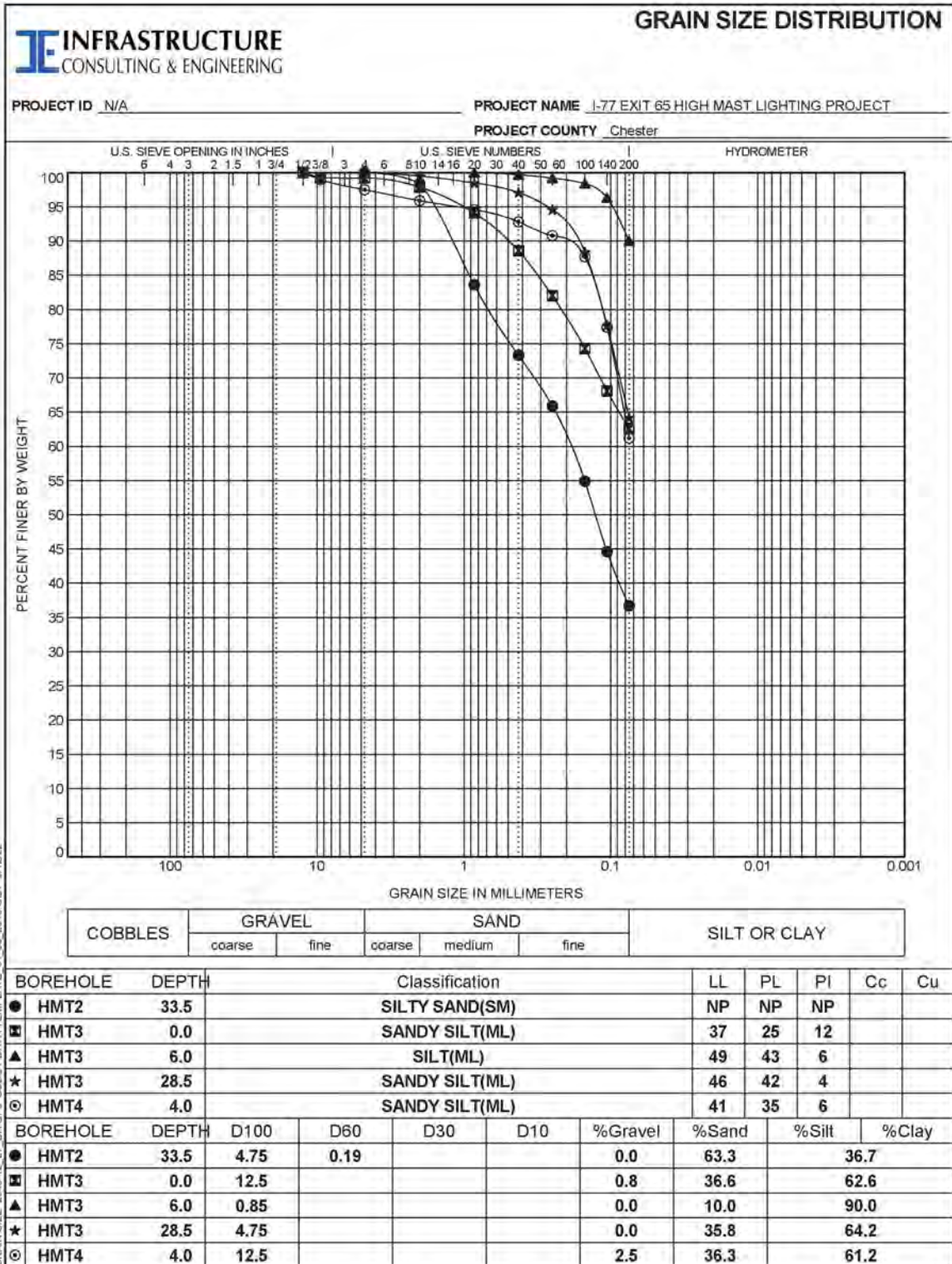
SAMPLER TYPE		DRILLING METHOD	
SS - Split Spoon	NQ - Rock Core, 1-7/8"	HSA - Hollow Stem Auger	RW - Rotary Wash
UD - Undisturbed Sample	CU - Cuttings	CFA - Continuous Flight Augers	RC - Rock Core
AWG - Rock Core, 1-1/8"	CT - Continuous Tube	DC - Driving Casing	

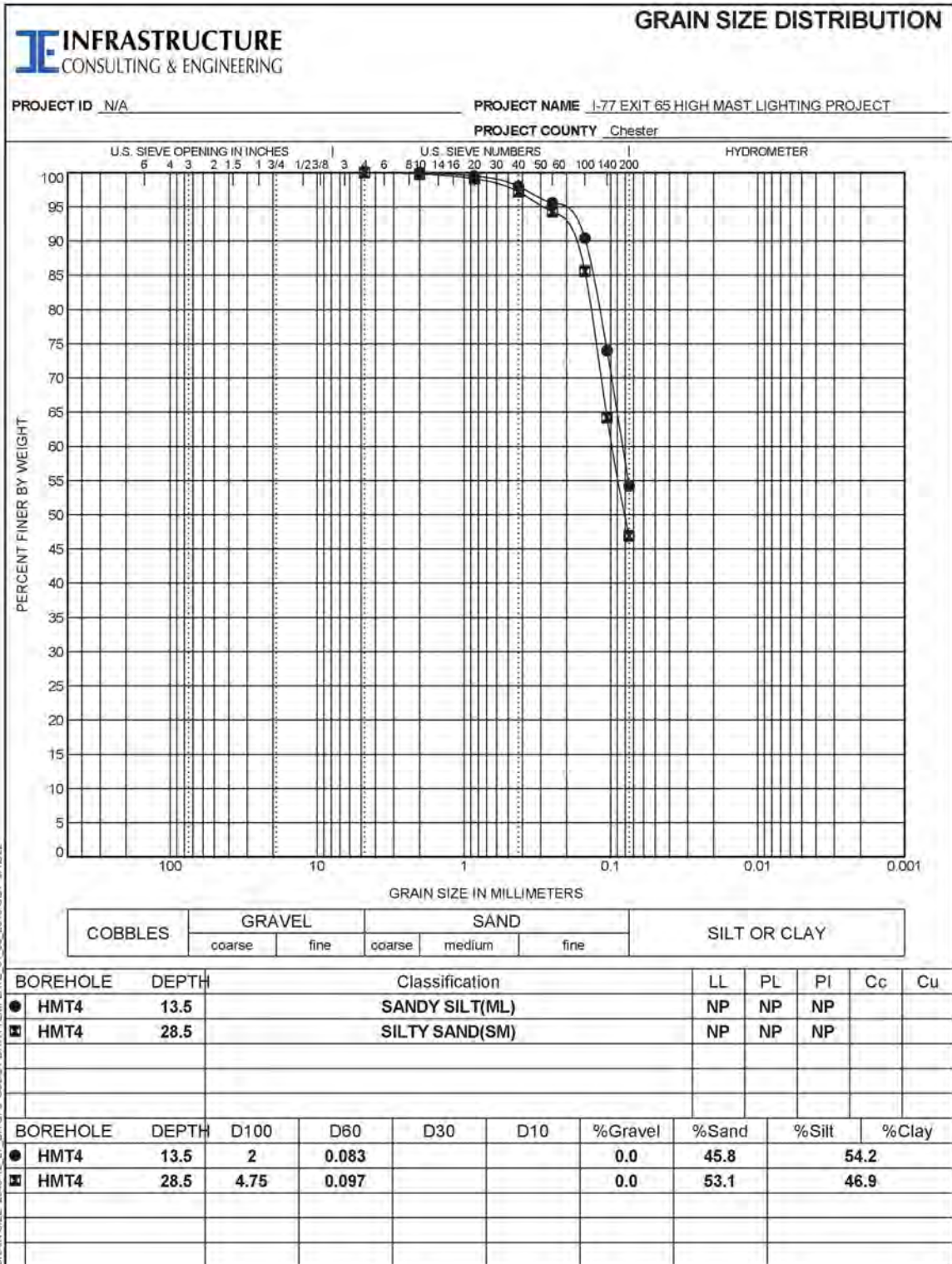
		<b>SUMMARY OF LABORATORY RESULTS</b> <small>PAGE 1 OF 1</small>									
		PROJECT ID <u>N/A</u>				PROJECT NAME <u>I-77 EXIT 65 HIGH MAST LIGHTING PROJECT</u>					
Borehole	Depth	Liquid Limit	Plastic Limit	Plasticity Index	Maximum Size (mm)	% <#200 Sieve	Classification	Water Content (%)	Dry Density (pcf)	Saturation (%)	Void Ratio
HMT1	4.0	44	26	18	9.5	66	CL	16.9			
HMT1	13.5	61	48	13	2	91	MH	37.0			
HMT1	23.5	65	54	11	4.75	77	MH	26.4			
HMT2	0.0	35	23	12	9.5	56	CL	12.6			
HMT2	13.5	NP	NP	NP	4.75	43	SM	14.8			
HMT2	33.5	NP	NP	NP	4.75	37	SM	23.1			
HMT3	0.0	37	25	12	12.5	63	ML	13.8			
HMT3	6.0	49	43	6	0.85	90	ML	28.6			
HMT3	28.5	46	42	4	4.75	64	ML	40.1			
HMT4	4.0	41	35	6	12.5	61	ML	18.6			
HMT4	13.5	NP	NP	NP	2	54	ML	19.7			
HMT4	28.5	NP	NP	NP	4.75	47	SM	25.7			

LAB SUMMARY 2046-12\_LT\_BH.GPJ SCDOT DATA TEMPLATE\_01\_30\_2016.GDT 9/12/22











# PLANS



**CHESTER COUNTY, SOUTH CAROLINA  
PROPOSED CONSTRUCTION PLANS  
FOR SOUTH CAROLINA DOT  
PROPOSED EXIT 65 HIGH MAST  
LIGHTING AT I-77 & SC 9**

**INDEX OF SHEETS**

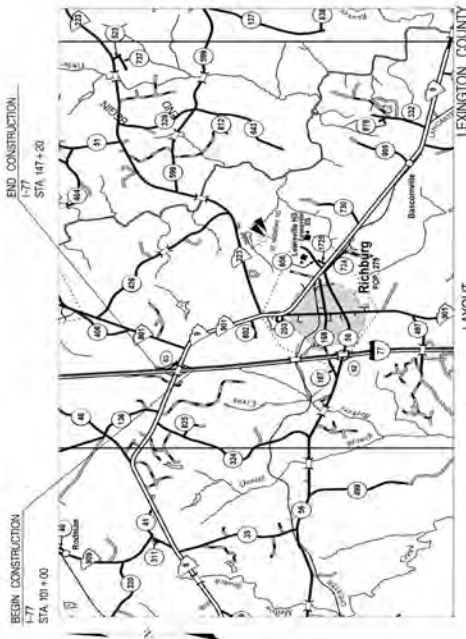
SHEET NO.	DESCRIPTION
E1	TITLE SHEET
E2	GENERAL CONSTRUCTION NOTES
E3 THRU E7	PLAN SHEET
E8 THRU E14	DETAIL SHEETS

SHEET SUB-TOTALS	
1	
1	
5	
7	
<b>TOTAL</b>	<b>14</b>

**APPROXIMATE LOCATION OF ROADWAY IS**

REGION	APPROXIMATE LOCATION OF ROADWAY IS
REGION	38° 44' 21" N
LATITUDE	81° 02' 09" W
LONGITUDE	
REGION	38° 45' 07" N
LATITUDE	81° 02' 00" W
LONGITUDE	



LAYOUT  
NOT TO SCALE

NET LENGTH OF ROADWAY	FEET	NET LENGTH OF PROJECT	FEET	LENGTH OF EXISTING	FEET	GROSS LENGTH OF PROJECT	FEET
TOTAL	2,000	0	0	0	0	0	0

LOCATIONS IN STANDING  
NONE

3 DAYS BEFORE WORKING IN SOUTH CAROLINA  
**CALL 811**  
SOUTH CAROLINA 811 SERVICE  
WWW.SCAROLINA811.COM  
ALL UTILITIES MAY NOT BE A NUMBER OF 811

INCLUDES AND EXCLUDES  
SEE(S)

**ENGINEER OF RECORD**

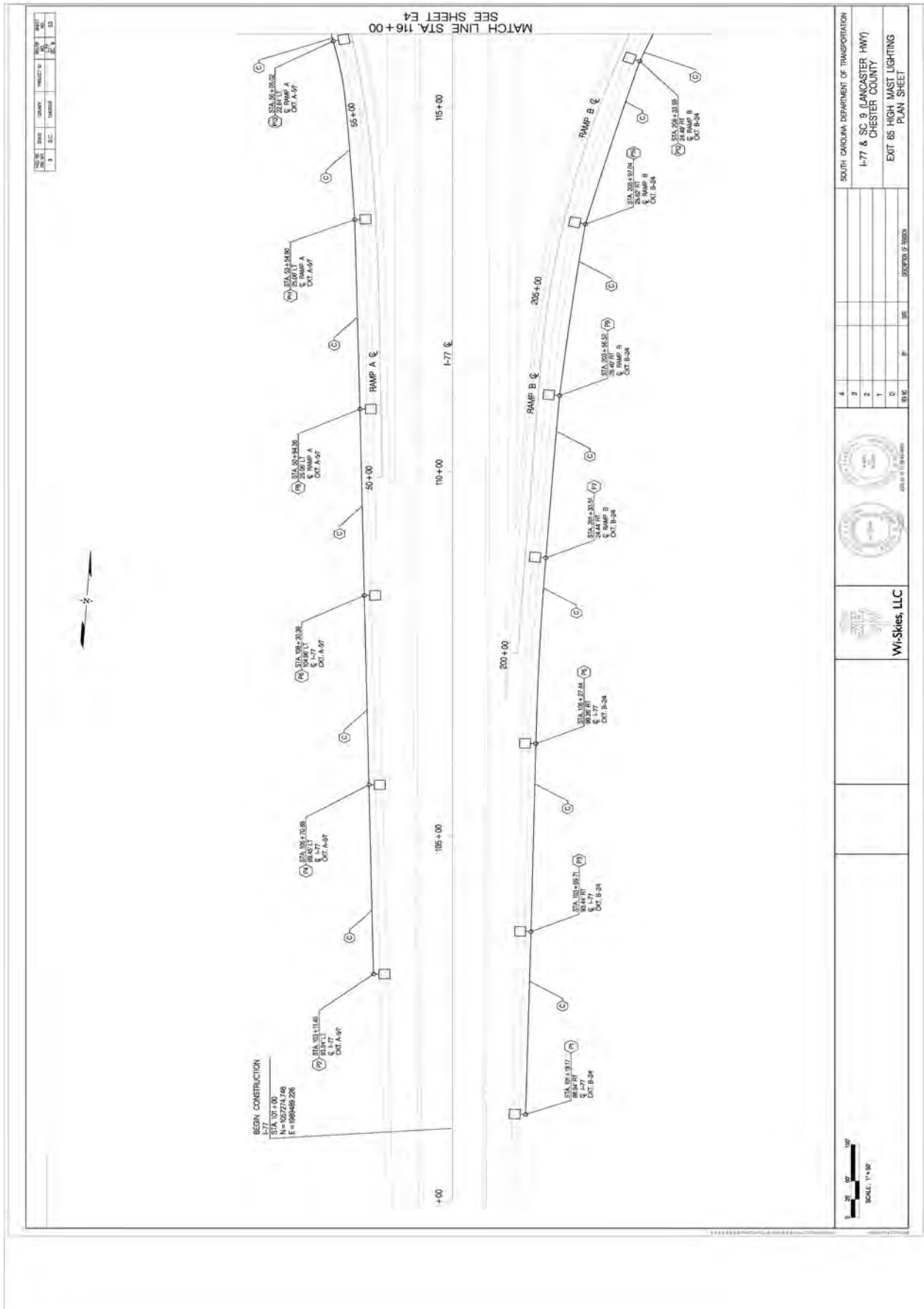
FOR CONSTRUCTION

DATE

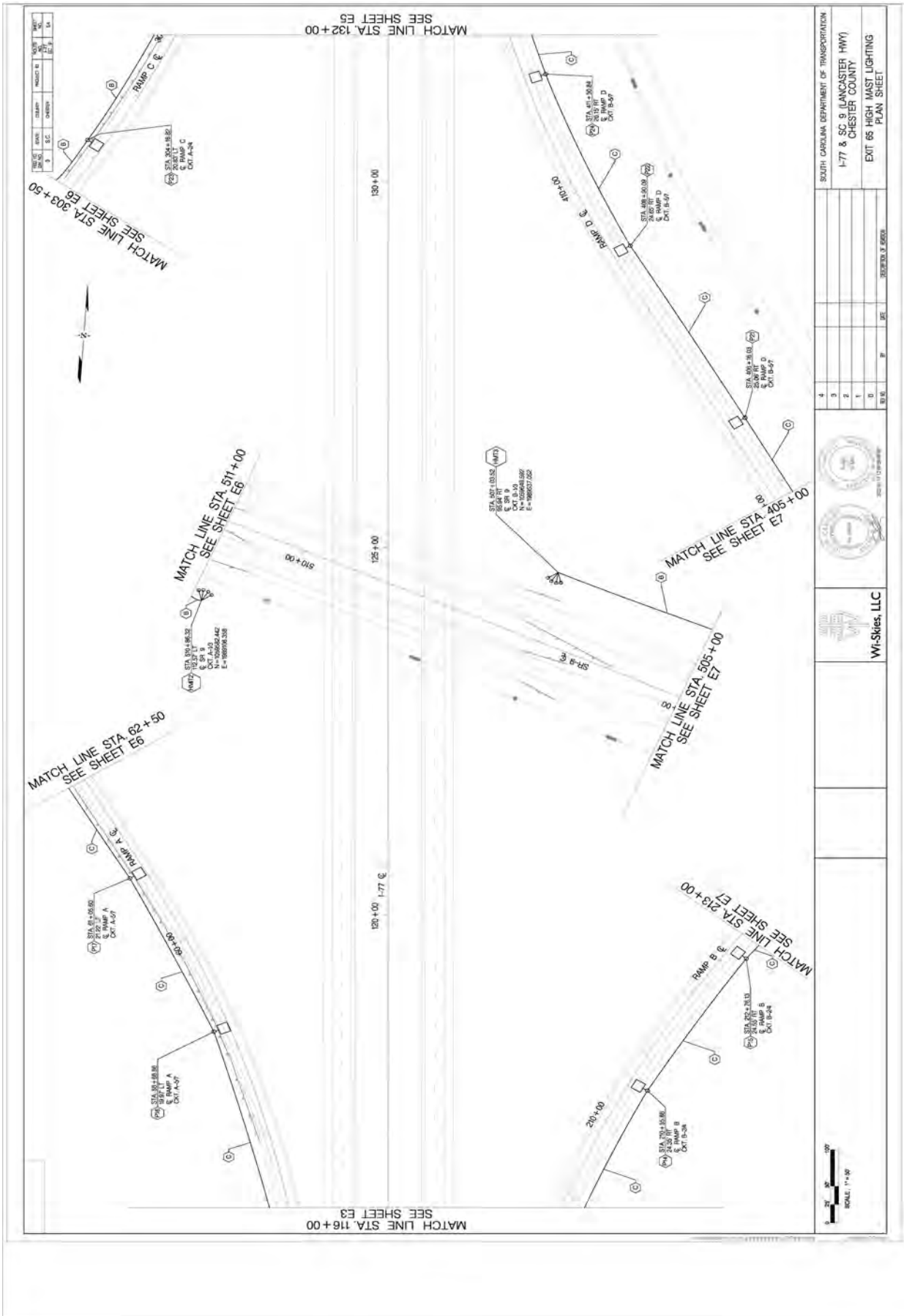
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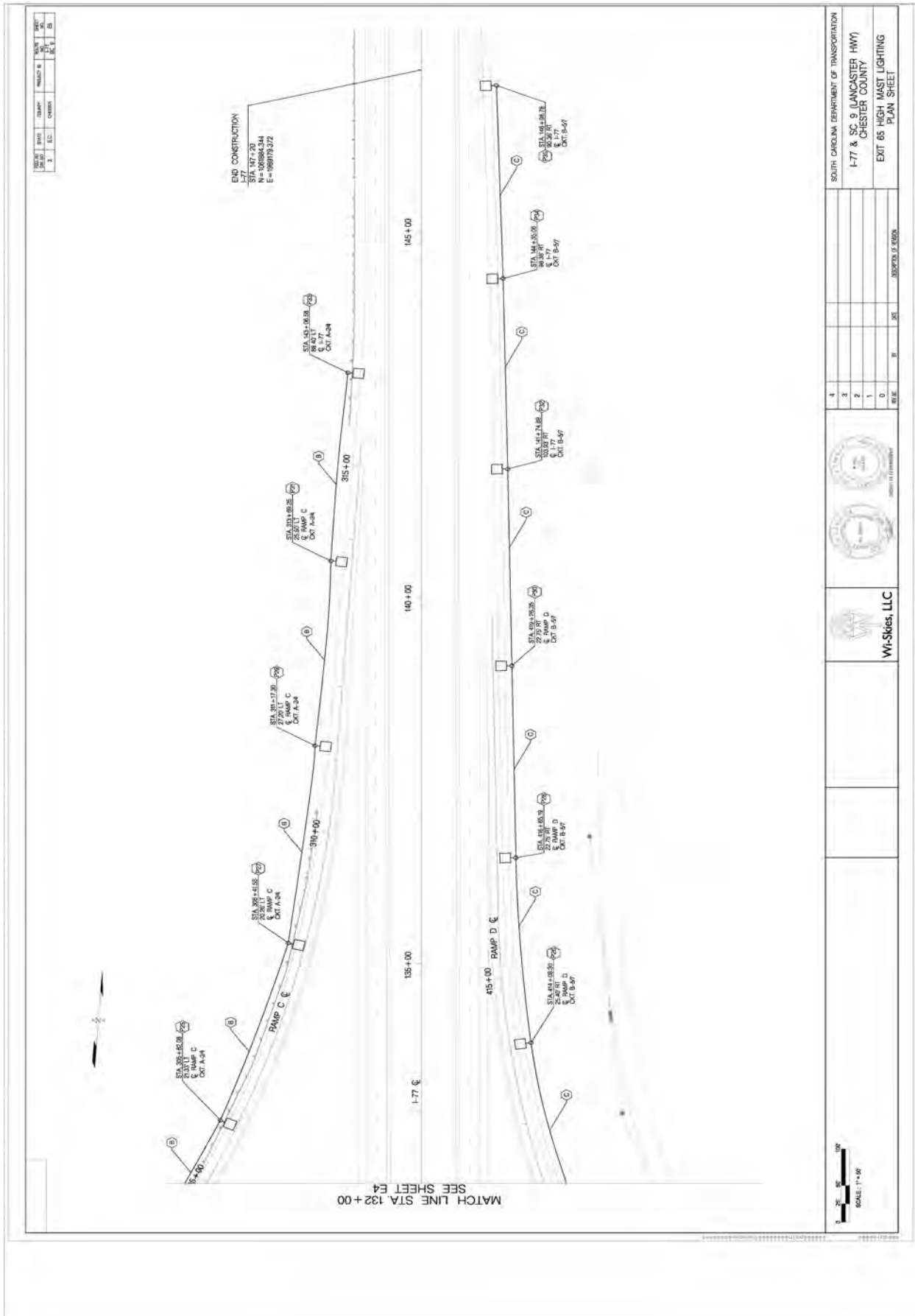
**Wi-Skies, LLC**

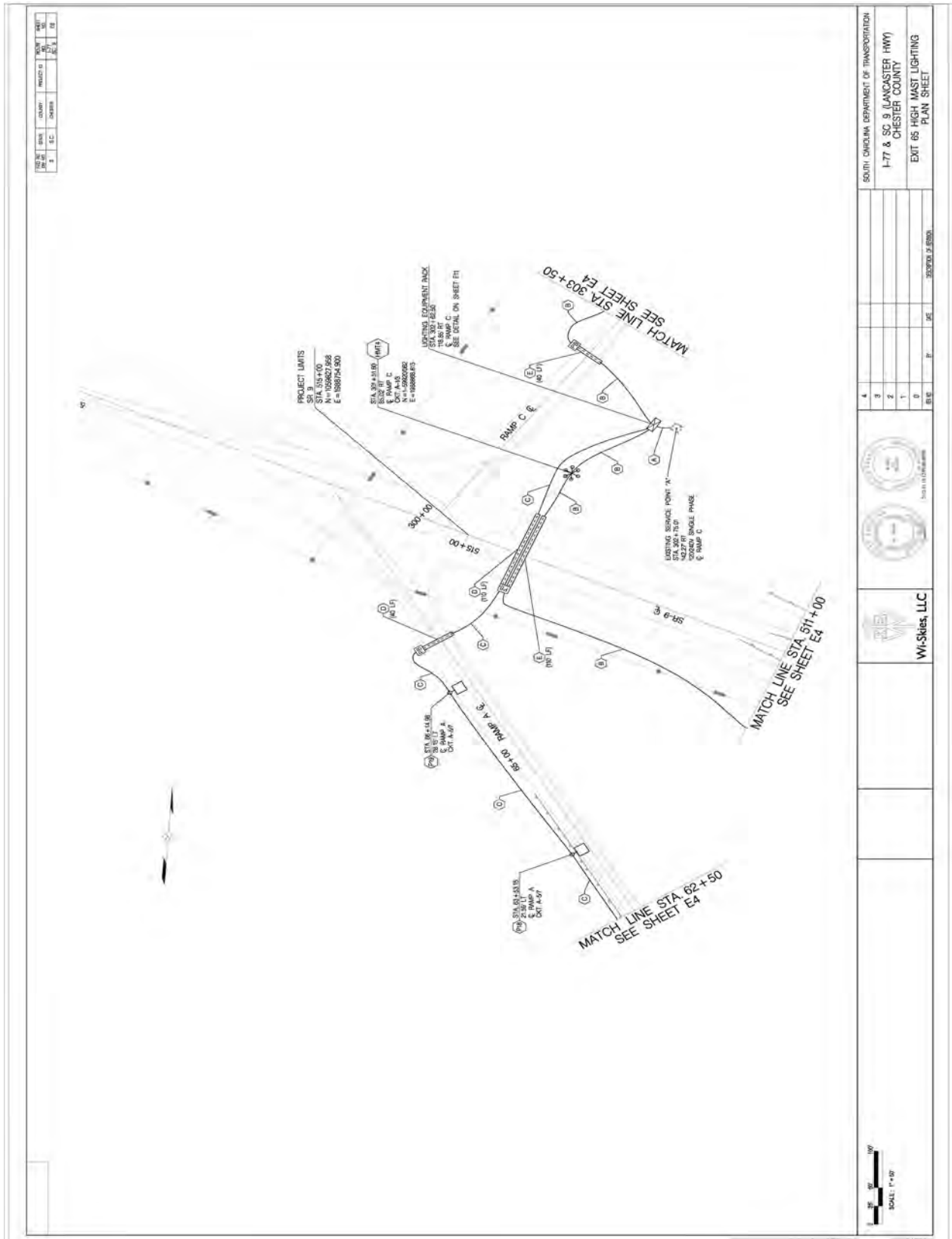




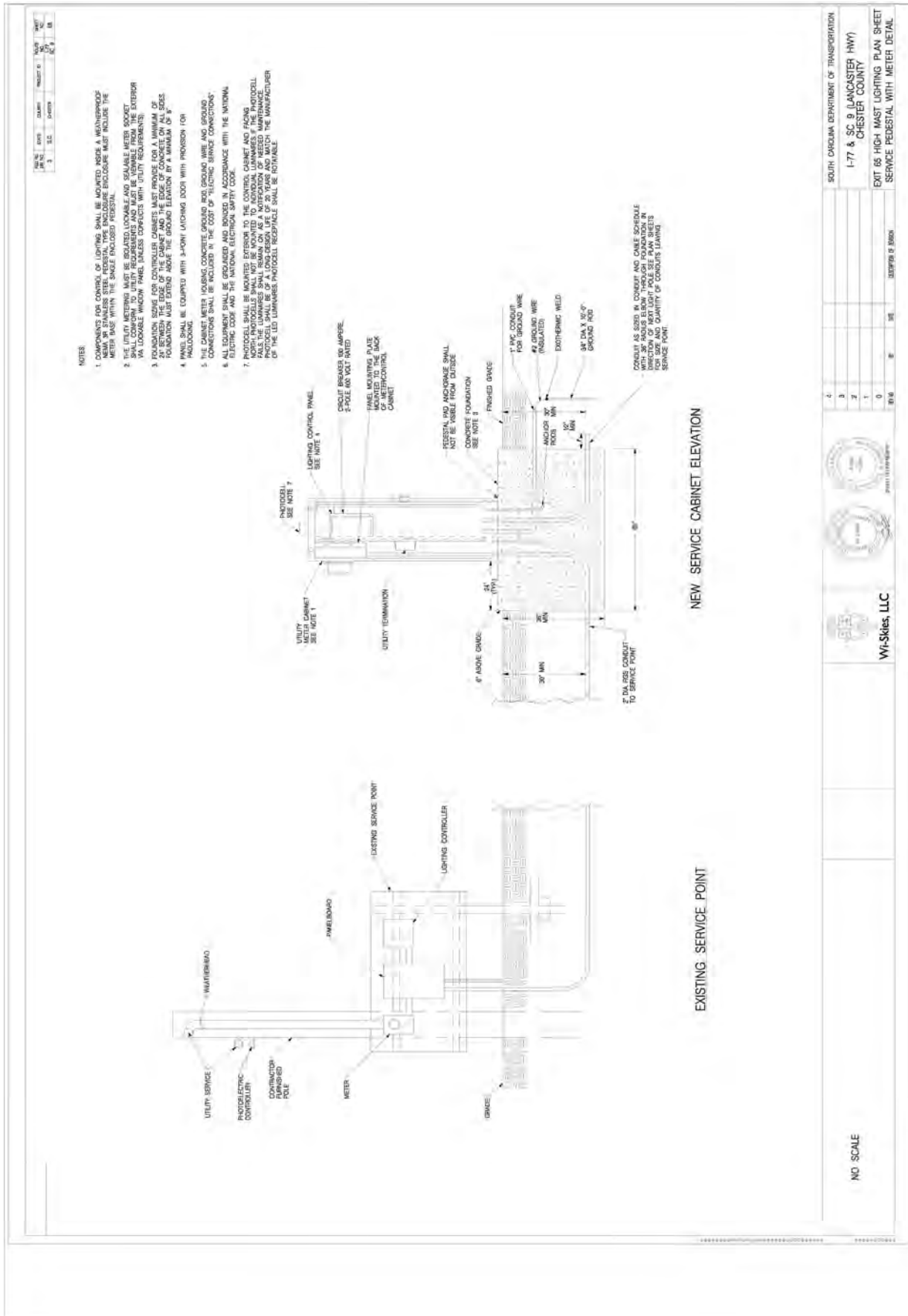












NOTES

1. CONDUITS FOR CONDUITS OF LIGHTING SHALL BE MOUNTED INSIDE A WEATHERPROOF METER BASE WITHIN THE SINGLE ENCLOSED PEDESTAL.
2. THE UTILITY METERING MUST BE ISOLATED, LOCKABLE AND SEALABLE METER SOCKET WITH A LOCKABLE WINDOW PANEL UNLESS OTHERWISE SPECIFIED BY THE UTILITY REQUIREMENTS.
3. FOUNDATION SIZES FOR CONTROLLER CABINETS MUST PROVIDE FOR A MINIMUM OF 2" BETWEEN THE EDGE OF THE CABINET AND THE EDGE OF CONCRETE ON ALL SIDES. FOUNDATION MUST EXTEND ABOVE THE GROUND ELEVATION BY A MINIMUM OF 2".
4. PANEL SHALL BE EQUIPPED WITH 3-PHASE WORKING DOOR WITH PROVISION FOR INSULATION.
5. PEDESTAL MUST BE CONCRETE OR BRICK AND SHALL BE MOUNTED ON CONCRETE FOUNDATION. CONNECTIONS SHALL BE INCLUDED IN THE COST OF "ELECTRIC SERVICE CONNECTIONS" ELECTRIC CODE AND THE NATIONAL ELECTRICAL SAFETY CODE.
6. ALL EQUIPMENT SHALL BE MOUNTED AND BUNDLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE AND THE NATIONAL ELECTRICAL SAFETY CODE.
7. PHOTOCELL SHALL BE MOUNTED EXTERIOR TO THE CONTROL CABINET AND FACING NORTH. PHOTOCELLS SHALL NOT BE MOUNTED TO INDIVIDUAL LUMINAIRES. PHOTOCELLS SHALL BE OF A LONG-SESSION LIFE OF 20 YEARS AND MATCH THE MANUFACTURER OF THE LED LUMINAIRE. PHOTOCELL RESPONSIBILITY SHALL BE RETAINABLE.

NEW SERVICE CABINET ELEVATION

EXISTING SERVICE POINT

SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION  
 I-77 & SC 9 (LANCASTER HWY)  
 CHESTER COUNTY  
 EXIT 65 HIGH MAST LIGHTING PLAN SHEET  
 SERVICE PEDESTAL WITH METER DETAIL

NO.	DATE	DESCRIPTION	BY	CHK
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				



WJ-Sikes, LLC

NO SCALE













