



FLORENCE COUNTY
SOUTH CAROLINA

INVITATION-TO-BID NO. 18-14/15

NEW TRAFFIC SIGNAL

Bid Opening Date/Time: Thursday, January 29, 2015 at 3:00 p.m.
(EST)

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INVITATION TO BID FOR A NEW TRAFFIC SIGNAL, BID NO. 18-14/15

Florence County, South Carolina (Owner) is accepting bids for the purchase, delivery, and installation of a new traffic signal on US Hwy 76 (Palmetto Street) at Botany Drive and Jefferson Drive in Florence, SC. This project must meet all South Carolina Department of Transportation (SCDOT) requirements for traffic signals and must be done by an approved SCDOT Contractor.

Each of the bidders shall fully familiarize itself with the conditions relating to the bid to insure complete understanding of all the details involved. The bidder shall satisfy itself as to the actual requirements of the bid by personal examination of its location or other means, so as to enable the bidder to make an informed bid. Failure to do so shall not relieve the successful bidder of its obligation to furnish all materials, products, and/or labor necessary to complete the provision of the awarded contract, and failure to do so may result in the claims against bonds. No allowance will be made for any claims that a bid and/or response were based on incomplete information as to the nature and character of the sites and of the work involved.

In order to be considered, the sealed bids must be received by the Florence County Procurement Office located at the County Complex, 180 N. Irby Street, Room B-5, Florence, South Carolina by Thursday, January, 29, 2015 at 2:45 p.m. (EST). The sealed bids will then be opened and read aloud in Room 210-C of the County Complex at 3:00 p.m. (ET) on Thursday, January, 29, 2015.

Bids must be clearly marked, "Traffic Signal (Bid No. 18-14/15)". Contractors mailing bids should allow delivery time to ensure timely receipt of their bid. The responsibility for getting the bid to Florence County on or before the specified time and date is solely and strictly the responsibility of the proposing firm. Any bids received later than the submission deadline will not be accepted/considered. Electronic bids will not be accepted. Directions may be obtained by calling (843) 665-3018. Florence County will in no way be responsible for delays caused by any occurrence.

Florence County under Title VI of the Civil Rights Act of 1964 and related statutes ensures that no person shall on the grounds of race, color, national origin, sex, disability, and age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity it administers.

La ciudad de Florencia en el Título VI de la Ley de Derechos Civiles de 1964 y los estatutos, se asegura de que ninguna persona por motivos de raza, color, origen nacional, sexo, discapacidad, edad, ser excluido de participar en, ser negado los beneficios de, o ser de otra manera sujeto a discriminación bajo cualquier programa o actividad que administra.

This request for bids does not commit Florence County to award a contract; to pay any cost incurred in the preparation of a bid; or, to procure or contract for the services. Florence County reserves the right to accept or reject any or all bids received as a result of this request; to negotiate with any or all qualified proposers; or, to cancel in part or in its entirety this bid invitation, if it is in the best interest of the County to do so.

TRAFFIC SIGNAL SPECIFICATIONS/SCOPE OF WORK

NOTE: ALL BIDDERS MUST COMPLY WITH THE SCDOT TRAFFIC SIGNALS SUPPLEMENTAL SPECIFICATIONS MANUAL (REVISION 12/15/2014).

The manual can be downloaded via the following link:

[http://www.scdot.org/doing/technicalPDFs/publicationsManuals/trafficEngineering/Traffic
c Signal Supp Specs.pdf](http://www.scdot.org/doing/technicalPDFs/publicationsManuals/trafficEngineering/Traffic%20Signal%20Supp%20Specs.pdf)

Pay Item	Description	Quantity	Unit
1071000	TRAFFIC CONTROL	NEC	LS
6750275	FURNISH & INSTALL 1.0" SCHEDULE 80 PVC CONDUIT	80.000	LF
6750278	FURNISH & INSTALL 2.0" SCHEDULE 80 PVC CONDUIT	640.000	LF
675027C	FURNISH & INSTALL 3.0" SCHEDULE 80 PVC CONDUIT	40.000	LF
675027S	FURNISH & INSTALL 2" SCHD 80 CONDUIT (DIRECTIONAL BORED)	70.000	LF
6770389	NO. 14 COPPER WIRE, 4 CONDUCTOR - GRAY	1450.000	LF
6770393	NO. 14 COPPER WIRE, 8 CONDUCTOR (BLACK)	720.000	LF
6770394	NO. 14 COPPER WIRE, 8 CONDUCTOR (GRAY)	930.000	LF
6770413	NO. 14 COPPER WIRE, 1-CONDUCTOR FOR LOOP WIRE	1323.000	LF
6780495	SAWCUT FOR LOOP DETECTOR	610.000	LF
6800499	ELECTRICAL SERVICE FOR TRAFFIC SIGNAL	1.000	EA
6800518	F&I - 13"X24"X18"D.ELEC.FLUSH UNDGRD. ENCLOSURE-(STR.POLY.CONC.)HD	10.000	EA
6825051	FURNISH & INSTALL 13" X 28' STEEL STRAIN-POWDER COATED POLE AND FOUNDATION	4.000	EA
6825092	FURNISH & INSTALL 3/8" GALVANIZED STEEL CABLE	300.000	EA
6845511	F&I - CONTR 332/336 CABINET ASSEMBLY - BASE MOUNTED	1.000	EA
6845520	FURNISH & INSTALL 2070L CONTROLLER UNIT IN EXISTING CABINET	1.000	EA
6865722	F&I - 12" 1-WAY-4 SECTION (RA.YA.YAF.GA) VEH TRAFFIC SIGNAL	2.000	EA
6865731	F&I - 12" 1-WAY-3 SECTION (R.Y.G) VEH TRAFFIC SIGNAL	8.000	EA
6865834	BACKPLATE W/ RETROREFL.BORDERS FOR TRAFF. SIG.	10.000	EA
6885992	TEMPORARY ADJUSTMENT OF TRAFFIC SIGNAL EQUIPMENT	NEC	LS
6319505	REMOVAL OF PAVEMENT MARKINGS	75.000	LF
6250112	6" YELLOW SOLID LINE ON CURB/MEDIAN - FAST DRY PAINT	55.000	LF
62710252	24" WHITE SOLID LINES (STOP/DIAG LINES) - THERMO.-125 MIL	100.000	LF
7201000	CONCRETE CURB (9" X 15")	20.000	LF
7204100	CONCRETE SIDEWALK (4" UNIFORM)	25.000	SY
8153000	SILT FENCE	80.000	LF
6510105	FLAT SHEET, TYPE III, FIXED SZ. & MSG. SIGN	24.000	SF
6510108	FLAT SHEET, TYPE VIII OR IX, SIZE DETERMINED BY MSG. - OVERHEAD	7.000	SF
6513015	MOUNTING ASSEMBLY FOR F.S. SIGN ERECTED ON SPAN WIRE	2.000	EA
6531210	U-SECTION POST FOR SIGN SUPPORTS - 3P	30.000	LF

IMPORTANT NOTE: ALL BIDDERS MUST USE AND SUBMIT THE 18-14/15 BID SHEET BREAKDOWN SPREADSHEET ALONG WITH YOUR BID!

SCDOT TRAFFIC SIGNAL SPECIAL PROVISIONS – TRAFFIC CONTROL FOR TRAFFIC SIGNAL PROJECTS

MAINTENANCE OF TRAFFIC

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.

All signs mounted on portable sign supports shall have a minimum mounting height of 5' from the bottom of the sign to the ground. All signs mounted on ground mounted u-channel posts or square steel tube posts shall have a minimum mounting height of 7' from the bottom of the sign to the grade elevation of the near edge of the adjacent travel lane or sidewalk when a sidewalk is present.

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*.

Temporary "Exit" signs (M1025-00) shall be located within each temporary gore during lane closures on multilane roadways. Mount these signs a minimum of 7' from the pavement surface to the bottom of the sign in accordance with the requirements of the MUTCD.

When covering signs with opaque materials, the Department prohibits attaching a covering material to the face of the sign with tape or a similar product or any method that will leave a residue on the retroreflective sheeting. Residue from tape or similar products, as well as many methods utilized to remove such residue, damages the effective reflectivity of the sign. Therefore, contact of tape or a similar product with the retroreflective sheeting will require replacement of the sign. 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. Install these signs no further than 500 feet in advance of the beginning of this pavement condition on primary routes with speed limits of 60 MPH or less and no less than 500 feet in advance of the beginning of this pavement condition on interstate routes. 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 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.

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 street lights, 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".

TRAFFIC CONTROL PROCEDURES –

Utilize a vehicle train consisting of a primary work vehicle and no less than 1 shadow vehicle. A second shadow vehicle is necessary when simultaneously operating in multiple travel lanes. Install and maintain the vehicle train as directed by these special provisions, the Standard Drawings For Road Construction, and the Engineer.

Two-Lane Two-Way Roadways

- A. Utilize flagging operations to control the traffic flow around the work site where the vehicle train is operating.
- B. Utilize flaggers to control the traffic flow on an intersecting two-lane two-way roadway. Only flaggers and advance warning signs are required on the approaches intersecting the travel lane the vehicle train is operating in. Traffic control devices are not required on the intersecting approaches. The advance warning signs for the flagging operations shall include the following:
 - W20-7a-48 Flagger symbol
 - W20-4-48-A One Lane Road Ahead
 - W20-1-48-A Road Work Ahead
- C. Maintain two-way radio communications between all flaggers.

Multilane Roadways

- A. During work operations that require the vehicle train to encroach upon or operate within the limits of a travel lane for a time duration of 15 minutes or less, advance warning signs may be omitted.
- B. During work operations that require the vehicle train to encroach upon or operate within the limits of a travel lane for a time duration in excess of 15 minutes but less than 60 minutes, advance warning signs are required. Typical advance warning signs required for a temporary closure of a travel lane shall include the following:
 - W4-2R(L)-48 Lane Ends symbol
 - W20-5R(L)-48-A Right (Left) Lane Closed Ahead
 - W20-1-48-A Road Work Ahead
- C. Utilization of flaggers to control the traffic flow in the travel lanes adjacent to the travel lane the vehicle train is operating in is PROHIBITED.

- D. Utilize flaggers to control the traffic flow on an intersecting two-lane two-way roadway. Only flaggers and advance warning signs are required on the approaches intersecting the travel lane the vehicle train is operating in. Traffic control devices are not required on the intersecting approaches. The advance warning signs for the flagging operations shall include the following:

W20-7a-48 Flagger symbol
W20-4-48-A One Lane Road Ahead
W20-1-48-A Road Work Ahead

- E. During work operations that require the vehicle train to encroach upon or operate within the limits of a travel lane for a time duration in excess of 60 minutes, install a standard lane closure as directed by these special provisions, the Standard Drawings For Road Construction, and the Engineer.

Conduct all equipment and material preparations prior to entering the roadway.

Avoid conducting traffic signal work or similar work activities that interfere with or create disruptions to normal traffic operations during morning, mid-day, and afternoon-evening high traffic volume peak periods when possible.

Conduct all work activities within the boundaries of a travel lane closed to vehicular traffic or a pedestrian thoroughfare closed to pedestrian traffic. Conducting work activities over a travel lane open to traffic is PROHIBITED. Conducting work activities over a pedestrian thoroughfare open to pedestrian traffic is PROHIBITED. Do not conduct any work activities in any manner over a thoroughfare open to vehicular or pedestrian traffic.

When advance warning signs are required to supplement the vehicle train, install the advance warning signs at spacing intervals based on the regulatory speed limit of the roadway prior to beginning any work. When a work zone traffic control plan or a work zone traffic control standard drawing is not provided to indicate the spacing intervals for a typical 3 advance warning sign array installation, utilize the sign placement intervals below. These sign intervals do not apply to the sign intervals of the advance sign intervals for standard lane closures.

ADVANCE WARNING SIGN PLACEMENT INTERVALS	
URBAN / RURAL (LOW SPEED) ≤ 35 MPH	200 / 200 / 200 Feet
URBAN / RURAL (INTERMEDIATE SPEED) 40 - 50 MPH	350 / 350 / 350 Feet
RURAL (HIGH SPEED) ≥ 55 MPH	500 / 500 / 500 Feet
INTERSTATE	1000 / 1500 / 2600 Feet

LANE CLOSURE RESTRICTIONS –

The Department prohibits the Contractor from conducting work within the limits of a paved shoulder or median areas on primary routes during any time of the day that traffic volumes

exceed 800 vehicles per hour per direction as determined by the Engineer. 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.

Installation and maintenance of a lane closure is PROHIBITED when 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 a 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.

LANE CLOSURE RESTRICTIONS - (EXTENDED HOLIDAY PERIODS) -

The Department reserves the right to restrict the installation of lane closures on interstates and high volume primary routes when the presence of a lane closure will seriously hinder normal traffic flow during extended holiday periods. An extended holiday period is hereby defined as those days preceding and following the holiday that experience significant increases in the volume of traffic due to the holiday as determined by the Department. Also, the Department reserves the right to increase an extended holiday period if excessive traffic disruptions occur during those days prior to and after the established extended holiday period. Extended holiday periods include but are not limited to the week of Easter, the week of Thanksgiving, the weeks before and after the 4th of July, and the weeks before and after Christmas. The Department recommends the Contractor submit inquiries to the Engineer regarding specific days of an extended holiday period 90 days prior to the holiday. The Contractor should make these inquiries annually due to the progressive nature of the calendar.

The specific days and dates listed below are modifications to sub-section 601.1.3 of the 2007 Standard Specifications for Highway Construction and apply to this project.

The District Engineering Administrator may reduce or extend the extended holiday lane closure prohibitions listed below as necessary.

EXTENDED HOLIDAY LANE CLOSURE PROHIBITIONS	
HOLIDAY	DURATION
EASTER	10:00 AM SUNDAY PRIOR – 6:00 AM TUESDAY AFTER
JULY 4 TH	NO LESS THAN 7 DAYS PRIOR – NO LESS THAN 7 DAYS AFTER (Specific Dates Per Engineer) (Recommend Contractor request specific dates 90 days prior)
THANKSGIVING	10:00 AM SUNDAY PRIOR – 6:00 AM TUESDAY AFTER
CHRISTMAS	NO LESS THAN 7 DAYS PRIOR – 6:00 AM JANUARY 3 RD (Specific Dates Per Engineer) (Recommend Contractor request specific dates 90 days prior)

CONSTRUCTION RESTRICTIONS - (SPECIAL EVENTS) -

The Department reserves the right to restrict construction as needed during City sponsored special events.

The Contractor is to coordinate the project schedule with SCDOT, Florence County, and the City of Florence. The Contractor will coordinate traffic control needs and any construction efforts associated with these events with them. .

The District Engineering Administrator may reduce or extend the extended holiday lane closure prohibitions listed below as necessary.

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 under a shoulder closure during any time that traffic volumes exceed 800 vehicles per hour per direction. 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 interstate highways, the Department prohibits the Contractor from conducting work within the limits of a paved shoulder or within 10' 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 the limits of a paved shoulder or within 10' of the near edge of an adjacent travel lane shall be conducted under a lane closure.

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.

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.

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 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 that the flagger does not stop traffic, cause traffic to change lanes, or affect traffic in any manner. The Contractor’s vehicles may not disrupt the normal flow of 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 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 that these flaggers do not stop traffic, cause traffic to change lanes, or affect traffic in any manner. The Contractor’s vehicles may not disrupt the normal flow of traffic or enter the travel lane of the roadway until a sufficient gap is present.

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

*** *(Effective on all projects let to contract after May 1, 2010)*

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 retroreflectorization 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.

(D) Category II Traffic Control Devices (Section 604) –

*** *(Effective on all projects let to contract after May 1, 2012)*

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.

(E) 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.

(F) Truck-Mounted Attenuator (Sub-section 605.4.2.2) –

Sub-section 605.4.2.2 Truck-Mounted Attenuators (paragraph 6) -

Attach each truck-mounted attenuator to the rear of a truck with a minimum gross vehicular weight (GVW) of 15,000 pounds (actual weight). 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 and shall not protrude from the steel structure in any manner.

(G) Trailer-Mounted Changeable Message Signs (Sub-section 606.3.2) -

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.

(H) 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.

LENGTH OF CLOSURE	MAXIMUM TIME DURATION FOR STOPPED TRAFFIC
1 MILE or LESS	5 Minutes
1 to 2 MILES	7 ½ Minutes

If the work activities require traffic to be stopped for periods greater than 5 to 7 ½ minutes as stated above, consider alternate work methods, conducting work activities during times of lowest traffic volumes such as during the hours of darkness or complete road closure with detour installation.

MINIMUM MANDATORY REQUIREMENTS

The following minimum mandatory requirements shall be met and documented:

1. In business for at least the past five (5) years under the current business name without declaring bankruptcy. A letter on company letterhead declaring that the company has been in business for five (5) years + and has not declared bankruptcy can be included with the bid form in lieu of a bid bond. (Include with bid).
2. Copy of Worker's Compensation and General Liability Insurance with Florence listed as additional insured supplied to the Procurement Office prior to contract execution or commencement of any work. (Must be provided prior to execution of a contract).
3. The successful Contractor must be able to meet all South Carolina Department of Transportation (SCDOT) requirements for traffic signals and must be done by an approved SCDOT Contractor.

INSTRUCTIONS TO BIDDERS

1) RECEIPT AND OPENING OF SEALED BIDS:

- a) Sealed bids will be received and opened as specified in this Invitation-To-Bid document.
- b) The Owner will consider as non-responsive any bid not prepared and submitted in accordance with the provisions hereof and may waive any informality or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 120 days after the actual date of the opening thereof or as provided for the in the bid documents whichever is later.

2) PREPARATION OF BID:

- a) All bids will be evaluated in accordance with procedures and specifications contained herein and Florence County Code. The responsiveness to same determined in accordance to the instructions and criteria in this document. Any bid not providing sufficient information and documentation to comply with the Invitation-To-Bid Evaluation requirements will be considered non-responsive and removed from further consideration.
- b) A bid shall be made in the official name of the firm or individual under which business is conducted (showing the official business address) and must be signed in ink by a person duly authorized to legally bind the person, partnership, company, or corporation submitting the bid.
- c) All information requested of the bidder shall be entered in the appropriate spaces on the provided forms. If additional space is required, attach additional pages as needed within the sealed bid response.
- d) Bidders mailing their bid must allow a sufficient mail delivery period to insure timely receipt of their bid. Florence County is not responsible for bids delayed by mail and/or delivery services of any nature. It is the bidder's sole responsibility to insure that all documents are received by person (or office) at the time indicated in the bid document. No facsimile or email submissions.
- e) Bidders must clearly mark as "Confidential" each part of their offer which they consider to be proprietary information that could be exempt from disclosure under Section 30-4-40, Code of Laws of South Carolina, 1976 as amended (Freedom of Information Act). If any part is designated as "confidential", there must be attached to that part an explanation of how this information fits within one or more categories listed in Section 30-4-40. Florence County reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against Florence County or his agents for its determination in this regard.
- f) All information shall be entered in ink or typewritten.
- g) All proposed costs shall be for all licenses, permits, taxes, labor, material, transportation, equipment and any other components/services that are required to complete the work embraced herein this Invitation-To-Bid document.
- h) If applicable, each bidder shall show the names, address and license number of any subcontractors and the scope of their work, which he may employ on the Project. Subcontractors will be required to comply with all applicable requirements of the Specifications. If applicable, each bid shall include the bidder's name, address and South Carolina Contractor's License Number. In South Carolina, where a contract amounts to \$17,500 or more, the name and license number of the

subcontractor, where bid is issued, shall also be shown. The license numbers shall be shown on the bid form bid which will be enclosed in the sealed bid.

- i) Each bid must be submitted in a sealed envelope, addressed to the Owner along with the name of the project for which the bid is submitted. The bidder shall also show his name and address, on the outside of the envelope. Failure to show the required information may result in rejection of the response and removal from further consideration. If forwarded by mail or carrier, the sealed envelope containing the bid must be enclosed in another outer envelope. Florence County shall not be responsible for unidentified bids.
- j) Each bidder shall acknowledge receipt of all addenda by its submission of a bid. It shall be each bidder's responsibility to assure that all addenda have been received. No claim for failure to receive addenda will be considered. All addendums issued in accordance with this bid request may be obtained from the Florence County Procurement Office located at the City-County Complex, 180 N. Irby Street; Room B-5, Florence, SC 29501, by e-mailing pfletcher@florenceco.org or by visiting the Florence County public bids web page at the following link for 18-14/15: <http://www.florenceco.org/offices/procurement/bids/>.
- k) All questions pertaining to this bid must be submitted in writing by e-mailing pfletcher@florenceco.org no later than 5:00 p.m. (EST) Friday, January 23, 2015. Only written questions will be considered formal.

3) **BIDDER QUALIFICATIONS:**

- a) To be acceptable to the Owner, bidders must be skilled and/or licensed, if applicable, in the class of work on which they respond, and no bid will be considered from any bidder who is unable to show that he has actually performed considerable work of similar character to that on which he is bidding.

4) **BID BOND (SURETY) REQUIRMENTS:**

- a) As discussed in the Bid Surety Requirement document contained herein, Bid Surety must accompany any and all responses submitted that contain estimated project costs exceeding twenty-five thousand dollars (\$25,000.00) Failure to satisfy this Bid Surety requirement will result in your bid being considered non-responsive and removed from further consideration for award of the subject contract. Bid Surety can be provided as discussed below.
- b) Bid Surety will not be required from Contractors that have been in business for five (5) consecutive years without filing for bankruptcy. A statement on the company's letterhead from the firm stating this qualification will replace the bid bond and must accompany the bid.
- c) For all bidders not meeting the criteria of "b" above, a deposit in the amount of five percent (5%) of the proposed total contract price shall accompany the bid. These deposits shall take the form of certified check, cashier's check or bond executed by a corporate surety licensed under the laws of this state. The cashier's check or certified check shall be deposited to the County's account if the successful bidder fails to enter into the proposed contract within ten (10) days after the award. Bid deposits of unsuccessful bidders will be returned as soon as the contract is awarded.
- d) **One of the above requirements must be met for your response to be considered.**

5) **EXECUTION OF CONTRACT:**

- a) The bidder to whom an award is made shall deliver to the County a certificate of insurance as discussed in **Item 9 below**. The County's issuance of a purchase order and/or verbal notification of such execution may serve as the official "Notice to Proceed". Bidders failing to enter the proposed contract may be subject to Debarment and Suspension, as prescribed under Section 11-102 of the

Florence County Code, from future consideration for award of contracts. Bidders failing to enter the proposed contract may result in claims against bonds.

6) LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT:

- a) The successful bidder, upon his failure or refusal to execute and deliver the contract required within ten (10) working days after he has received "Notice of Award", shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid. Forfeiture of guaranty under this section may result in the bidder being subjected to Debarment or Suspension, as prescribed under Section 11-102 of the Florence County Code, from future consideration for award of contracts.

7) TERM OF CONTRACT AND CONTRACT DOCUMENTS:

- a) The contract documents that will form the contract shall include:
 - The Complete Bid Document
 - All Addenda
 - The Successful Bidder's Submitted Bid Document
 - Notice of Award (Verbal or Written)
 - Purchase Order/Agreement/Contract
 - Insurance Certification

8) ORDER OF PRECEDENCE

- a) In the event of inconsistent or conflicting provision of this contract and referenced documents, the following descending order of precedence shall prevail: (1) Florence County Procurement Ordinance, as amended (2) Bid Announcement/Advertisement (3) Special Terms and Conditions, (4) Instructions to Responders and Vendor Agreements (5) Other provisions of the contract whether incorporated by reference or otherwise, and (6) the Specifications.

9) INSURANCE AND BONDS:

- a) Upon award of the contract or Purchase Order, the bidder shall maintain, throughout the performance of its obligations a policy of Worker's Compensation insurance with such limits as may be required by SC law, and a policy or policies of general liability insurance insuring against liability for injury to, and death of, persons and damage to, destruction of, property arising out of, or based upon, any act or omission of the bidder or any of its subcontractors or their respective officers, directors employees or agents. Such liability insurance shall have limits sufficient to cover any loss or potential loss resulting from this contract. Florence County must be listed as additional insured. The certificate must allow a minimum of a 30 day written notice of cancellation. Bidder shall provide a Certificate of Insurance to the Florence County Procurement offices prior to start of work.

10) EXAMINATION OF PROJECT'S WORK SITES:

- a) Each of the bidders shall fully familiarize itself with the conditions relating to the bid to insure complete understanding of all the details involved. The bidder shall satisfy itself as to the actual requirements of the bid by personal examination of its location or other means, so as to enable the bidder to make an informed bid. Failure to do so shall not relieve the successful bidder of its obligation to furnish all materials, products, and/or labor necessary to complete the provision of the awarded contract. and failure to do so may result in the claims against bonds. No allowance will be made for any claims that a bid and/or response was based on incomplete information as to the nature and character of the sites and of the work involved.

11) INTERPRETATIONS OF PLANS AND SPECIFICATIONS:

- a) No binding interpretation of the meaning of the Documents or any questions relating to the bid will be made to any bidder orally prior to the receipt of bids. Any request for such interpretation or questions shall be in writing addressed to the Owner or designee. To be given consideration, such requests must be received at least seven (7) days prior to the scheduled date for opening sealed bids. Any such

interpretations or supplemental instructions will be issued in the form of addenda to the Contract Documents which will be mailed or emailed to persons receiving a set of documents, not later than three days prior to the date for opening of bids. Failure of any bidder to receive such addenda shall not relieve the successful bidder of any obligation under the awarded contract and this Document.

12) RIGHT TO INCREASE OR DECREASE THE AMOUNT OF WORK:

- a) The Owner reserves the right to increase or decrease the amount of work under the Contract at the unit prices quoted in the bid received from the successful bidder.

13) POWER OF ATTORNEY:

- a) Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power-of-attorney

14) LAW AND REGULATIONS:

- a) The bidder's attention is directed to the fact that all applicable Federal, State (including SCDOT), and Local laws, statutes, ordinances, and the rules and regulations of all authorities having jurisdiction over the project shall apply to the contract and the project throughout, and they will be deemed to be included in the contract the same as though herein written out in full.
- b) The bidder's attention is directed to the fact that all bids will comply as prescribed under the most current Florence County Code.

15) METHOD OF AWARD:

- a) Contracts will be awarded to the bidder whose bid appears to serve the best interest of the owner. The successful bidder will be determined as prescribed herein this Document.
- b) Florence County reserves the right to accept or reject, in whole, in part, together or separately, any and all responses as appears in its judgment to be in the best interests of the County, or to waive any and all technicalities and informalities in determining the action of each bid.

16) OBLIGATION OF BIDDER:

- a) At the time of the opening of bids, each bidder will be presumed to have inspected the site, if applicable, and to have read and to be thoroughly familiar with the Documents (including all addenda). The failure or omission of any bidder to examine any form, instruction or document shall in no way relieve any bidder from any obligation in respect to this Invitation-To-Bid.

17) EXAMINATION OF PROJECT'S WORK SITES:

- a) Each of the bidders shall fully familiarize itself with the conditions relating to the bid to insure complete understanding of all the details involved. The bidder shall satisfy itself as to the actual requirements of the bid by personal examination of its location or other means, so as to enable the bidder to make an informed bid. Failure to do so shall not relieve the successful bidder of its obligation to furnish all materials, products, and/or labor necessary to complete the provision of the awarded contract, and failure to do so may result in the claims against bonds. No allowance will be made for any claims that a bid and/or response was based on incomplete information as to the nature and character of the sites and of the work involved.

VENDOR AGREEMENTS

1) STATEMENT OF RIGHTS

- a) Florence County reserves the right to obtain clarification or additional information necessary to properly evaluate a bid. Vendors may be asked to give a verbal presentation of their bid after submission. Failure of vendor to respond to a request for additional information or clarification could result in rejection of that vendor's bid. Florence County reserves the right to accept or reject any and all bids, in whole or in part, separately or together, with or without cause; to waive technicalities in submissions, to secure a project that is deemed to be in the best interest of the County. Florence County also reserves the right to make purchases outside of the awarded contracts where it is deemed in the best interest of the County.

2) GENERAL TERMS:

- a) Each bidder by submitting a response to Florence County as a result of this Invitation-To-Bid, agrees to and acknowledges its acceptance of and agreement with the procedures outlined below and the terms, conditions and requirements of the applicable Florence County Invitation-To-Bid document. Agreement is evident by the submission of a response to Florence County. If a vendor cannot agree to these terms, or violates these procedures, the response will be judged non-responsive and not considered. If the procedures are violated during the evaluation process or prior to the issuance of a contract by Florence County, the offer of the firm in question will be void and Florence County will procure the goods/services in question from other eligible vendors.


3) SPECIFIC TERMS:

- a) Products offered shall meet all requirements of the Uniform Commercial Code, if applicable.
- b) Responses submitted are final and complete offers by the vendor. No additions, corrections, modifications, changes or interpretations will be allowed. In the event questions arise on what is meant by an offer, the Procurement Officer will make a determination as to the county interpretation of the vendor's offer. If, after informing the vendor of the county's opinion, disagreement as to scope of the offer is present, the offer will be declared VOID.
- c) Florence County reserves the right to award bids received on the basis of individual items, groups of items, or the entire list of items; to reject any and all bids; and to waive any technicalities. In every case, Florence County reserves the right to make awards deemed to be in the best interest of the County and to negotiate further the offer determined by the County to be in the best interest of the County.
- d) Unit prices will govern over extended prices. Prices must be stated per unit and extended for the total quantity.
- e) Florence County is not exempt from sales tax, if applicable. Sales, use, or excise tax, as well as any handling and shipping charges, must be shown as separate items.
- f) Florence County has a local preference of 5%, which may be applied in bid award determination.
- g) Any deviation from specifications in the bid must be clearly pointed out; otherwise, it will be considered that the items offered are in strict compliance with these specifications, and the successful bidder will be held responsible therefore. Unless otherwise stated, it is understood and agreed that any item offered or shipped on this bid shall be new and suitable for storage or shipment, and that prices include standard commercial packaging and handling.

- h) Any attempt by a vendor to influence the opinion of the county staff, or County Council, by discussion, promotion, advertising or any procedure to promote their offer, will constitute grounds to judge such an offer non-responsive. All offers presented to Florence County will be evaluated based on the current County Code and the offer as presented to the county on the date/time specified in the given bid.
- i) In the event of inconsistent or conflicting provision of this contract and referenced documents, the following descending order of precedence shall prevail: (1) Florence County Procurement Ordinance, as amended (2) Bid Announcement/Advertisement (3) Special Terms and Conditions, (4) Instructions to Responders and Vendor Agreements (5) Other provisions of the contract whether incorporated by reference or otherwise, and (6) the Specifications.
- j) Florence County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied.
- k) All vendors are informed that the Procurement Officer may exercise the County's option to extend the contract, (purchase order) under the provisions of County Code should such extension be mutually agreeable between the County and the selected vendor.
- l) The Bidder agrees to secure at Bidder's own expense all personnel necessary to carry out Bidder's obligations under this Bid. Such personnel shall not be deemed to be employees of the County nor shall they or any of them have or is deemed to have any direct contractual relationship with the County. The County shall not be responsible for withholding taxes with respect to the Bidder's compensation hereunder. Bidder shall not hold himself out as an employee of the County, and shall have no power or authority to bind or obligate the County in any manner, except County shall make payment to Bidder for services as herein provided. Bidder shall obtain and maintain all licenses and permits required by law for performance of this contract by him. The Bidder shall have no claim against the County hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. State or Federal governments, including but not limited to Social Security, workmen's compensation, Employment Security, sales or use tax and any other taxes and licenses or insurance premiums required by law. The County shall pay no employee benefits or insurance premiums of any kind to or for the benefit of Bidder or his employees, agents, and servants by reason of this contract. The Bidder will carry liability insurance relative to any service that he performs for the County. A certificate of insurance must be submitted to the procurement office prior to services performed, with the requested coverage and limits per the County, with Florence County listed as additional insured.
- m) The vendor will act in an independent capacity and not as officers or employees of the County. The vendor shall indemnify, defend and hold harmless Florence County, its officers, agents and employees from liability and any claims, suits, judgments, and damages of any nature brought because of, arising out of, or due to breach of the agreement by Vendor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Vendor, its subcontractors, suppliers, agents, or employees.
- n) The successful vendor shall indemnify and hold harmless the Florence County, its officers, agents and employees from all suits or claims of any character resulting from patent, trademark or copyright infringement or accidents/injury at any point in the delivery of goods/services.
- o) It is the responsibility of the prospective bidder to review the entire invitation for bids packet and to notify the Procurement Department if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or

bidding procedures must be received by the Procurement Department not less than five (5) days prior to the time set for bid opening. These requirements also apply to specifications or instructions that are ambiguous.

- p) Should any vendor fail to perform or comply with any provision or terms and conditions of any documents referenced and made part hereof, Florence County may terminate this contract, in whole or in part, and may consider such failure or non-compliance a breach/default of contract. The County, the County reserves the right to purchase any/all items or service in default on the open market. By submittal of a response all vendors agree to this provision. No additional responses will be considered from a firm in default until the default expenses are paid. No principals of a defaulting firm may submit a response under another organization or individual name until their previous default is settled.
 - q) Florence County may terminate this agreement with or without cause at any time. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination shall be paid.
 - r) Unless specifically requested, submit one (1) copy of your response.
 - s) In the event no funds are appropriated by Florence County for the goods or services in any fiscal year or insufficient funds exist to purchase goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.
 - t) All submittals become the property of Florence County.
 - u) All bids (and supporting documents) will be retained by Florence County for a period of one hundred twenty (120) days from the date the bids are opened, and no bid shall be received nor shall any bidder be allowed to withdraw a bid after the opening hour commences.
 - v) Brand names and numbers, when used, are for reference only to indicate character or quality desired and do not indicate a preference. Equal items will be considered; equal items shall state the brand name or quality; and Florence County's determination of what shall constitute equality shall be final and conclusive.
 - w) S.C. LAW CLAUSE: Upon award of a contract or Purchase Order under this bid, the person, partnership, association, or corporation to whom the award is made must comply with the laws of South Carolina, which require such person or entity to be authorized and/or licensed to do business in this state. Notwithstanding the fact that applicable statutes may exempt or exclude the successful bidder from requirements that it be authorized and/or licensed to do business in this state, by submission of this signed bid, the bidder agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina, to all matters and disputes arising or to arise under the contract and performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.
- 4) LIQUIDATED DAMAGES: The time limit that is set for this project is ninety (90) calendar days. In order to ensure a sincere and reasonable effort on the Contractor's part to accomplish the work in a timely fashion, delay damages due to inconveniences to the owner for work not being accomplished on time will be at the rate of five hundred dollars (\$500.00) per day. The Contractor should realize that delays due to bad weather, materials, and such, not under the control of the Contractor will be considered by the Engineer for time extension.

FLORENCE COUNTY, SOUTH CAROLINA , a Body Politic and Corporate and a Political Subdivision of the State of SC	MAIL TO: Florence County Procurement 180 N. Irby Street City-County Complex MSC-R Florence, SC 29501	
BID SHEET SEALED BID #18-14/15, TRAFFIC SIGNAL INSTALLATION	HAND CARRY TO: Procurement Office, Room B-5 City-County Complex, 180 N. Irby Street Florence, South Carolina 29501	
Bids will be received at the Procurement Office until Thursday, January 29, 2015 at 2:45 p.m. (ET).	TELEPHONE NO. (843) 665-3018	
Then Publicly Opened in Room 210-C of the Florence County Complex 180 N. Irby Street, Florence, SC 29501 on Thursday, January 29, 2015 at 3:00 p.m.	<u>NOTE: ALL BIDDERS MUST USE AND SUBMIT WITH THIS BID SHEET THE 18-14/15 BID SHEET BREAKDOWN SPREADSHEET!</u>	

LEGAL COMPANY NAME: _____

D/B/A IF APPLICABLE: _____

MAILING ADDRESS: _____

PHYSICAL ADDRESS: _____

CITY-STATE-ZIP: _____

TELEPHONE NO: _____ **FAX NO:** _____

FEDERAL ID (TAX ID) NO: _____ **E-MAIL:** _____

AUTHORIZED SIGNATURE : _____

PRINTED NAME: _____

SC CONTRACTOR'S LICENSE # (if applicable) _____

Total cost, including all materials, delivery, installation, 8% sales tax, and any miscellaneous expenses needed for the purchase, delivery, and installation of a traffic signal at the corner of US Hwy 76 (Palmetto Street) and Botany Drive in Florence, SC.

TOTAL BID PRICE (TOTAL AMOUNT FROM 18-14/15 THE BID SHEET BREAKDOWN SPREADSHEET):

\$ _____

Total Bid Amount in Words _____

The contractor has three (3) months from the date of the Notice to Proceed letter to complete the project.

The Bidder declares their Bid Response is made without any connection with any other individual that may be submitting a Bid Response to this IFB and their Bid Response, in all respects, is fair and in good faith, without collusion or fraud, with another Bidder, representative or agent.

By submission of a response to this Invitation for Bid, the bidder agrees and certifies, to deliver all required services and perform all required work with the strictest conformance to meet or exceed the scope of services, specifications and minimum requirements contained within this Invitation to Bid.

All pricing is firm and will remain firm for at least ninety (90) calendar days from the time and date of the IFB submittal and opening. During this period, the Bidder may only withdraw their Bid Response by submitting a written request to Florence County and Florence County approving said written request.

The bidder agrees to abide by all conditions of this bid and verifies that he is authorized to sign this bid for the offerer. The bidder further states that the company affiliated with this bid currently complies with all applicable federal and state laws and directives relative to non-discriminatory practices in employment.

The Bidder, in compliance with the Invitation-To-Bid, and having examined the Project Documents, and being familiar with all of the conditions surrounding the proposed project, including the availability of materials, labor, and work site environmental conditions, hereby proposes to furnish all permits, labor, materials, supplies, and equipment and to perform the duties in accordance with the contract documents of which this Bid Form is a part.

The Bidder declares that he has read, understands, and accepts the Vendor Agreements and Instructions to Responders which are part of the bid documents.

The Bidder further proposes and agrees, if this Bid is accepted, to contract with Florence County, to furnish all permits, materials, equipment, tools, apparatus, means of transportation, and labor necessary hereto, and to complete the proposed project in full and complete accordance with the Project Documents, to the full and entire satisfaction of the Owner, at the prices listed in the Bid Schedule. The amounts listed on the Bid Schedule section of this Bid Form also include all costs associated with the compliance of all applicable State laws, local ordinances, and the rules and regulations of all authorities and professional association standards having jurisdiction over the project or the materials used throughout, and they will be deemed to be included in the contract the same as though herein written out in full. Unit prices and/or lump sums are shown in the Bid Schedule section below. In case of error in extension, the Unit Price shall govern rather than the Amount. Where Lump Sum Amounts are bid, the amount for each bid item shall govern rather than the total of any several items.

BID BOND (SURETY) REQUIREMENT

Bid Surety acts to protect the County from delays and expenses incurred in the lengthy competitive sealed bidding and competitive sealed bid processes, and provides the County with some financial assurance that should the bidder be awarded the project, the successful bidder will enter into the contract with the County. The successful bidder forfeits its Bid Surety in the event it cannot perform the work required by the invitations-for-bid or request-for-bids.

For all responses submitted with estimated project costs exceeding twenty-five thousand dollars (\$25,000.00), Bid Surety in the amount of at least five percent (5%) of the proposed project costs must be submitted with the response. Failure to satisfy this Bid Surety requirement will result in your bid being considered non-responsive and removed from further consideration for award of the subject contract. Bid Surety can be provided as discussed below.

BID SURETY OPTIONS:

Option A:

Bid Surety will not be required from Contractors that have been in business for five (5) consecutive years without filing for bankruptcy. A certificate or statement on business letterhead from the firm stating it meets this qualification will replace the bid surety and must accompany the bid. Bidders not meeting this requirement must furnish Bid Surety as discussed in Option B below.

Option B:

For all bidders not meeting the criteria of "Option A" above, a deposit in the amount of five percent (5%) of the proposed contract price must accompany the bid. These deposits shall take the form of a certified check, cashier's check or a surety bond executed by a corporate surety licensed under the laws of this state. **PERSONAL OR COMPANY CHECKS DO NOT MEET THIS REQUIREMENT.** The cashier's check or certified check shall be deposited to the County's account if the successful bidder fails to enter into the proposed contract. Bid deposits of unsuccessful bidders will be returned as soon as the contract is awarded.

One of the above requirements must be met and submitted with for your response. Failure to satisfy this Bid Surety requirement will result in your response being considered non-responsive and removed from further consideration for award of the subject project's contract.

SAMPLE BID BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE, the undersigned, _____, as Principal,
and _____, as Surety, are hereby held and firmly bound unto, As
Owner, in the penal sum

of _____ (\$_____), for the payment
of which, well and

truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators,
successors and assigns.

Signed, this _____ day of _____, 20_____.

The condition of the above obligation is such that whereas the Principal has submitted to
_____ a

certain Bid, attached hereto and hereby made a part hereof into a contract in writing, for the
_____.

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall in all other respects perform the agreement caused by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

_____(L. S.)
PRINCIPAL

SURETY

By: _____
(SEAL)

PAYMENT BOND REQUIREMENT

A Payment Bond must be submitted to the County by the successful responder ("Contractor") once it has been awarded the contract. Payment Bonds encompass the prime Contractor's obligation to pay subcontractor and others for material and labor used in the project. A Payment Bond guarantees that the Contractor will pay certain bills for labor and materials (including those from subcontractors and suppliers), which are associated with the subject contract. The Payment Bond requirement helps assure that the Contractor provides suitable evidence of its financial condition and ability to complete the project without financial difficulty.

For all contracts submitted with costs exceeding twenty-five thousand dollars (\$25,000.00), a Payment Bond in the amount of one hundred percent (100%) of the contract price must be submitted by the Contractor with the proposed contract to the County. Failure to satisfy this Payment Bond requirement will result in the Contractor being considered non-responsive and possibly removed from consideration for award of future County contracts. Payment Bond guaranty options are discussed below.

PAYMENT BOND GUARANTY OPTIONS:

For all contracts submitted with costs exceeding twenty-five thousand dollars (\$25,000.00), a Payment Bond guaranty in the amount of one hundred percent (100%) of the contract price must be submitted by the Contractor with the proposed contract to the County. This Payment Bond requirement can be satisfied utilizing one of the two options below:

(1) Option A:

The Contractor with the executed contract must submit a Payment Bond in the required amount discussed above and executed by a corporate surety licensed under the laws of this state. Contractors not meeting this requirement must furnish an alternative Payment Bond Guaranty as discussed in Option B below.

(2) Option B:

For all Contractors not meeting the criteria of "Option A" above, a deposit in the amount of one hundred percent (100%) of the contract price must be submitted by the Contractor with the proposed contract to the County. This deposit shall take the form of a certified check, or a cashier's check deposited with the County. **PERSONAL OR COMPANY CHECKS DO NOT MEET THIS REQUIREMENT.** Failure of the Contractor to satisfactorily fulfill its obligations under the subject contract shall result in the forfeiture of this deposit.

One of the above requirements must be met and submitted by the successful Contractor with its proposed contract to the County. Failure to satisfactorily fulfill its obligations under the subject contract shall result in the forfeiture of the Payment Bond guaranty.

Responders failing to enter the proposed contract and also post the required Payment Bond may be subject to Debarment or Suspension, as prescribed under Section 11-102 of the Florence County Code, from future consideration for award of contracts.

PERFORMANCE BOND REQUIREMENT

A Performance Bond must be submitted to the County by the successful responder ("Contractor") once it has been awarded the contract. The Performance Bond insures that the project will be completed even if the prime Contractor defaults or abandons the project. A Performance Bond guarantees contract performance by the Contractor, according to the contract specifications, terms and conditions. The Performance Bond requirement helps assure that the Contractor provides suitable evidence of its financial condition and ability to complete the project without financial difficulty.

For all contracts submitted with costs exceeding twenty-five thousand dollars (\$25,000.00), a Performance Bond in the amount of one hundred percent (100%) of the contract price must be submitted by the Contractor with the proposed contract to the County. Failure to satisfy this Performance Bond requirement will result in the Contractor being considered non-responsive and possibly removed from consideration for award of future County contracts. Performance Bond guaranty options are discussed below.

PERFORMANCE BOND GUARANTY OPTIONS:

For all contracts submitted with costs exceeding twenty-five thousand dollars (\$25,000.00), a Performance Bond Guaranty in the amount of one hundred percent (100%) of the contract price must be submitted by the Contractor with the proposed contract to the County. This Performance Bond guaranty requirement can be satisfied utilizing one of the two options below:

(3) Option A:

The Contractor with the executed contract must submit a Performance Bond in the required amount discussed above and executed by a corporate surety licensed under the laws of this state. Contractors not meeting this requirement must furnish an alternative Performance Bond Guaranty as discussed in Option B below.

(4) Option B:

For all Contractors not meeting the criteria of “Option A” above, a deposit in the amount of one hundred percent (100%) of the contract price must be submitted by the Contractor with the proposed contract to the County. This deposit shall take the form of a certified check, or a cashier's check deposited with the County. **PERSONAL OR COMPANY CHECKS DO NOT MEET THIS REQUIRMENT.** Failure of the Contractor to satisfactorily fulfill its obligations under the subject contract shall result in the forfeiture of this deposit.

One of the above requirements must be met and submitted by the successful Contractor with its proposed contract to the County. Failure to satisfactorily fulfill its obligations under the subject contract shall result in the forfeiture of the Performance Bond Guaranty.

Responders failing to enter the proposed contract and also post the required Performance Bond may be subject to Debarment or Suspension, as prescribed under Section 11-102 of the Florence County Code, from future consideration for award of contracts.

STATE OF SOUTH CAROLINA)
)
COUNTY OF FLORENCE)

CONTRACT NO. 18-14/15 (SAMPLE)

THIS AGREEMENT (hereinafter the "Agreement" or "Contract") entered into this _____ day of _____, 2013 by and between the **COUNTY OF FLORENCE**, South Carolina, a body politic and corporate under the State of South Carolina (hereinafter the "County") and _____ a Corporation, the address of which is: _____ (hereinafter the "Contractor"), for and in consideration of the mutual covenants herein set forth, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1 DOCUMENTS INCORPORATED BY REFERENCE

- 1.1 This Contract includes the specifications for the Project identified thereon as such, the County's invitation for Invitation for Bids. No. 18-14/15, and all addenda thereto, as well as the Contractor's bid submission, including all forms required in the Bid Documents. All these documents specified in this Article 1 are hereby incorporated herein by reference and made a part hereof (hereinafter collectively referred to as the "Contract" or "Contract Documents"). Change orders issued hereafter and any other amendments properly executed by the County and the Contractor shall become and be a part of this Contract. Documents not included or expressly contemplated in this Article 1 do not, and shall not, form any part of this Contract. The Contract Documents are intended to be complementary, and a requirement in one document shall be deemed to be required in all documents.
- 1.2 Contractor shall comply with all applicable Federal, State (including SCDOT), and Local laws which may be applicable to any aspect of its activities under this Contract. By entering into this Contract, Contractor affirmatively warrants that the Contractor, to the best of its knowledge, information, and belief, is currently in compliance with all applicable Federal, State (including SCDOT), and Local laws and further warrants that during the term of this Contract, Contractor shall remain in compliance therewith.

ARTICLE 2 REPRESENTATIONS OF THE CONTRACTOR

In order to induce the County to execute this Contract and recognizing that the County is relying thereon, the Contractor, by executing this Contract, makes the following express representations to the County:

- 2.1 The Contractor is fully qualified to act as the general contractor for the Project and has, and shall maintain throughout the effective term of this Contract, any and all licenses, permits, and

other authorizations necessary to act as the general contractor for, and to construct, the Project.

- 2.2 The Contractor has become familiar with the Project site and the local conditions under which the Project is to be constructed and operated.
- 2.3 The Contractor has received, reviewed and examined all the documents which make up the Contract, including, but not limited to, all plans and specifications, and has found them, to the best of its knowledge, to be complete, accurate, adequate, consistent, coordinated and sufficient to complete the Project.

ARTICLE 3 INTENT AND INTERPRETATION

With respect to the intent and interpretation of this Contract, the County and the Contractor agree as follows:

- 3.1 This Contract (along with its exhibits and all documents incorporated herein by reference), together with the Contractor's and Surety's performance and payment bonds for the Project, constitute the entire and exclusive agreements between the parties with reference to the project, and said Contract supersedes any and all prior discussions, communications, representations, understanding, negotiations, or agreement.
- 3.2 Anything that may be required or reasonably inferred by the documents which make up this Contract, or any one or more of them, shall be provided by the Contractor for the Contract Price.
- 3.3 Nothing contained in this Contract shall create, nor be interpreted to create, privity or any other relationship whatsoever between the County and any person except the Contractor.
- 3.4 When a word, term or phrase is used in this Contract, it shall be interpreted or construed first, as defined herein; second, if not defined, according to its generally accepted industry meaning; and third if there is no generally accepted industry meaning, according to its common and customary usage.
- 3.5 The words "include," "includes," and "including," as used in this Contract, shall be deemed to be followed by the phrase, "without limitation".
- 3.6 The listing herein of any items as constituting a material breach of this Contract shall not imply that any other, non-listed item will not constitute a material breach of this Contract.
- 3.7 In the event of any conflict, discrepancy, or inconsistency among any of the documents which make up this Contract, the following shall control:
 - 3.7.1 As between this document and the plans or specifications, this document shall govern.

- 3.7.2 In the case of any conflict, discrepancy or inconsistency among any of the other Contract documents, the Contractor shall notify the County immediately upon discovery of the same.

ARTICLE 4 CONTRACTOR'S PERFORMANCE

The Contractor shall perform all of the work required, implied or reasonably inferable from this Contract including, but not limited to, the following:

- 4.1 The Contractor will complete the entire Work described in the Contract Documents, in accordance with the terms herein, and the Scope of Work, all as may be amended from time to time.
- 4.2 Contractor shall furnish any and all required surety bonds and insurance certificate(s) and endorsement(s).

ARTICLE 5 TIME FOR CONTRACTOR'S PERFORMANCE

- 5.1 The Contractor shall commence the performance of this Contract on the date of the Notice to Proceed Letter and shall diligently continue its performance to and until Completion of the Project. **The contractor shall accomplish Substantial Completion (as defined below) for the purchase, delivery, and installation of a traffic signal at the corner of US Hwy 76 (Palmetto Street) and Botany Drive in Florence, SC. according to specifications detailed in Bid No. 18-14/15 in no more than ninety (90) calendar days following execution of the date of the Notice to Proceed Letter.** By signing this contract, the contractor agrees that the Contract Time is a reasonable time for accomplishing Completion of the Project.
- 5.2 The term "Substantial Completion," as used herein, shall mean that point at which, as certified in writing by the County, the Project is sufficiently complete in accordance with the Contract Documents so that the County can utilize the Work for its intended use.
- 5.3 The County has the right to impose liquidated damages in the amount of \$500 per calendar day for any days after the required date of completion noted above that the project is not substantially complete.

ARTICLE 6 FIXED PRICE AND CONTRACT PAYMENTS

- 6.1 The County shall pay, and the Contractor shall accept, as full and complete payment for the Contractor's timely performance of its obligations hereunder the fixed price of **xxxxxxxxxxxxx (\$xxxx)**. This price shall constitute the Contract Price.

- 6.2 When the Project is complete and the Contractor is ready for a final review, it shall notify the County. Thereupon, the County will perform a final site review of the Project. If the County concurs that the Project is complete and in full accordance with this Contract and that the Contractor has performed all of its obligations to the County hereunder, the County will pay the Contract Price to the Contractor.
- 6.3 Guarantees and equipment warranties required by this Contract shall commence on the date of Substantial Completion.

DUTIES, OBLIGATIONS AND RESPONSIBILITIES OF THE CONTRACTOR

In addition to any and all other duties, obligations and responsibilities of the Contractor set forth in the Contract Documents, the Contractor shall have and perform the following duties, obligations and responsibilities to the County:

- 7.1 The Contractor shall not perform work without adequate plans and specifications. If the Contractor performs work knowing or believing, or if through exercise of reasonable diligence it should have known, that such work involves an error, inconsistency or omission in the Contract without first providing written notice to the County, the Contractor shall be responsible for such work and shall correct same bearing the costs therefore.
- 7.2 All work shall strictly conform to the requirements of this Contract. To that end the Contractor shall be solely responsible for and have control over the performance of all portions of the Work, unless otherwise specified in the Contract Documents.
- 7.3 The work shall be strictly supervised, the Contractor bearing full responsibility for any and all acts, errors or omissions of those engaged in the work on behalf of the Contractor, including, but not limited to all subcontractors or employees. The Contractor shall provide on-site supervision while any portion of the work is being performed.
- 7.4 The Contractor hereby warrants that all laborers furnished under this Contract shall be qualified and competent to perform the tasks undertaken, that the product of such labor shall yield only first-class results, that all materials and equipment provided shall be new (unless otherwise specified) and of high quality, that the completed work will be complete, of high quality, without defects, and that all work strictly complies with the requirements of this Contract. Any work not strictly complying with the requirements of this section shall constitute a breach of the Contractor's warranty.
- 7.5 The Contractor shall maintain the Project site and adjacent areas affected by its work and/or acts of its employees and subcontractors in a reasonably clean condition during the performance of the work. Upon substantial completion, the Contractor shall clean the Project site of all debris, trash and excess materials and equipment. If the Contractor fails to do so, the County may complete the cleanup, by its own forces or by separate contract, and shall be entitled to charge the Contractor for the same through the collection or withholding of funds through the mechanisms provided elsewhere herein.

- 7.6 At all times relevant to this Contract, the Contractor shall permit the County and its designated representative(s) to enter upon the Project site to review or inspect the work and any materials on the site without formality or other procedure.
- 7.7 **PROTECTION OF PERSONS AND PROPERTY.** It shall be the responsibility of the Contractor to initiate, continue and supervise all safety programs and precautions in performance of the terms of this Contract. The Contractor shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury or loss to its employees, subcontractors, employees of the County and members of the public, the Work itself and unassembled components thereof, and other property at the site or adjacent thereto. As part of the Contractor's obligations hereunder, the Contractor shall erect and maintain safeguards, barriers, signs, warnings, etc.

ARTICLE 8 INDEMNITY

The Contractor hereby expressly agrees to indemnify and hold the County harmless against any and all expenses and liabilities arising out of the performance or default of this Contract or arising from or related to the Work as follows:

- 8.1 Contractor expressly agrees to the extent that there is a causal relationship between its negligent, reckless or intentionally wrongful action or inaction, or the negligent, reckless or intentionally wrongful action or inaction of any of its employees or any person, firm or corporation directly or indirectly employed or retained by the Contractor, and any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage or loss) that is suffered by the County or its employees or by any member of the public, to indemnify and save the County and its employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs, and expenses arising out of the performance or default of this Contract or arising from or related to the Work, regardless of whether such liabilities, penalties, demands, claims, lawsuits, losses, damages, costs, and expenses are caused in part by the County. Such costs are to include, without limitation, defense, settlement and reasonable attorneys' fees incurred by the County and its employees. This promise to indemnify shall include without limitation, bodily injuries, death occurring to Contractor's employees and any person, directly or indirectly employed or retained by the Contractor (including without limitation any employee of any subcontractor), the County's employees, the employees of any other independent contractors, or occurring to any member of the public. When the County submits notice, Contractor shall promptly defend any aforementioned action.
- 8.2 The limits of insurance required herein shall not limit the Contractor's obligations under this Article. The terms and conditions contained in this Article shall survive the termination of this Agreement or the suspension of the Work hereunder. The recovery of fees and costs specified herein will also apply to any actions to enforce this Article.

ARTICLE 9
DISCOVERING AND CORRECTING DEFECTIVE OR INCOMPLETE WORK

- 9.1 In the event that the Contractor covers, conceals or obscures its work in violation of this Contract or in violation of an instruction from the County, such work shall be uncovered and displayed for review by the County upon request, and shall be reworked at not cost in time or money to the County.
- 9.2 The Contractor shall, at no cost in time or money to the County, correct work rejected by the County as defective or failing to conform to this Contract. Additionally, the Contractor shall reimburse the County for all review, inspections and other expenses incurred as a result thereof.
- 9.3 In addition to its warranty obligations set forth elsewhere herein and any manufacturer's warranties provided on the project, and in addition to other remedies provide herein or by law to the County, the Contractor shall be specifically obligated to promptly correct any and all defective or nonconforming work, whether obvious or after-discovered, for a period of twelve (12) months following Substantial Completion upon written direction from the County.

ARTICLE 10
TERMINATION BY THE COUNTY

The County may terminate the Contract in accordance with the following terms and conditions:

- 10.1 The County may, by written notice, terminate this Contract in whole or in part at any time, for the failure to fulfill the Contract obligations. Upon receipt of such notice, services shall be immediately discontinued unless the notice directs otherwise, and all materials as may have been accumulated in performing this Contract, whether completed or in progress delivered to the County.
- 10.2 Termination due to the failure to fulfill the Contractor's obligations may cause the County to take over the work and prosecute the same to completion by Contract or otherwise. In such case, the contractor shall be liable to the County for any additional cost occasioned to the County thereby.
- 10.3 The rights and remedies of the County provided in this Article are in addition to any other rights and remedies provided by law or under this Contract.
- 10.4 Notwithstanding any other provision contained herein, any violation or breach of terms of this Contract on the part of the Contractor or their subcontractors may result in the suspension or termination of this Contract or such other action that may be necessary to enforce the rights of the parties of this Contract. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise impose or available by law.

ARTICLE 11

INSURANCE

The Contractor shall have and maintain insurance in accordance with the requirements of the Contract Documents.

ARTICLE 12 SURETY BONDS

The contractor shall furnish separate performance and payment bonds to the county, as required by the Invitation to Bid. Each bond shall set forth a penal sum in an amount not less than the Contract Price. Each bond furnished by the Contractor shall incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in such bonds. The performance and payment bonds furnished by the Contractor shall be in form suitable to the County and shall be executed by a surety, or sureties, reasonably acceptable to the County.

ARTICLE 13 ENTIRE AGREEMENT

Any modification to this Contract must be supported by an additional, articulated consideration, and must either be in writing, executed by the parties hereto, or, if made orally, should be confirmed in writing, which writing should state the consideration which supports the modification. Failure to confirm an oral modification in writing shall constitute a waiver of any claim for additional compensation with regard to the oral modification. Nothing in this Article shall be construed to limit the County's authority to issue changes.

ARTICLE 14 SEVERABILITY

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

ARTICLE 15 WAIVER

Waiver of any breach of any term or condition of this Contract shall not be deemed a waiver of any prior or subsequent breach, and shall not entitle any party hereto to any subsequent waiver of any terms hereunder. No term or condition of this Contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

ARTICLE 16
NOTICES

All notices to each party to this Contract shall be in writing, and sent as follows:

To County:

Patrick D. Fletcher, Procurement Director
Florence County
180 North Irby Street, MSC-G
Florence, SC 29501
Telephone: (843) 665-3018
Fax: (843) 665-3070
E-Mail: pfletcher@florenceco.org

To Contractor:

XXXXXXXXXX
XXXXXXXXXX
XXXXXXXXXX
XXXXXXXXXX
Telephone: xxxxxxxxxx

All notices, demands, requests, consents or approvals that may or are required to be given by any party to another shall be in writing and shall be deemed given if: (i) served personally by hand delivery; (ii) sent by nationally-recognized overnight courier with return receipt; or (iii) sent by United States registered or certified mail, by depositing the same in the United States Mail in the continental United States, postage prepaid, return receipt requested and addressed to such other party at the address specified above or at such other place as such other party may from time to time designate by notice in writing to the other parties hereto. Rejection or other refusal to accept a notice, demand, request or consent, or the inability to deliver because of a changed address, of which no notice was given, shall be deemed to be actual receipt thereof. In the event given by registered or certified mail, such notice, demand, request, or consent so mailed shall be effectively conveyed upon receipt or shall be presumed to have been effectively conveyed and received by the addressee 72 hours after deposit of same in the mail, whichever first occurs.

ARTICLE 17
APPLICABLE LAW

The laws of South Carolina shall govern this Contract. In any litigation arising under this Contract, all such litigation shall be litigated in the Circuit Court within the Twelfth Judicial Circuit Court of Florence County, South Carolina. Without limitation upon the prevailing party's rights to recovery such fees and costs, the relevant provisions of Section 15-37-10 et seq. of the Code of Laws of South Carolina (1976, as amended) shall apply to this Article, as the case may warrant. This Contract is **not** subject to arbitration.

ARTICLE 18
SUCCESSOR AND ASSIGNS

Each party binds itself, its successor, assigns, executors, administrators or other representative to the other party hereto and to successors, assign, executors, administrators or other representatives of such other party in connection with all terms and conditions of this Contract. The Contractor shall not assign this Contract without prior written consent of the County

IN WITNESS WHEREOF, the parties have executed this Agreement in two (2) originals under the day and year first written above.

WITNESSETH:

FOR CONTRACTOR:

Contractor Name

Federal Tax I.D. No.: _____

FOR FLORENCE COUNTY:

Patrick D. Fletcher, Procurement Director

K. G. (Rusty) Smith, County Administrator

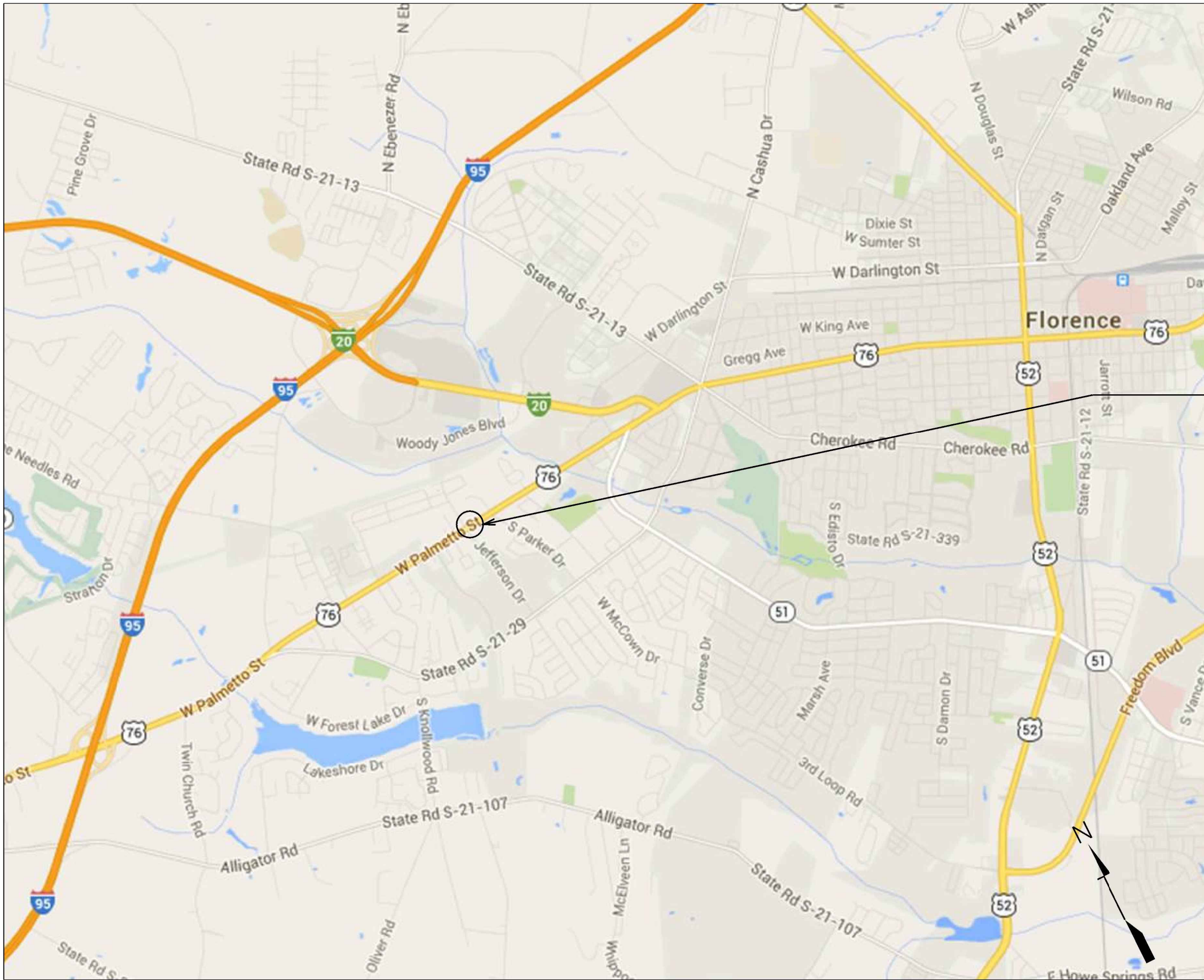
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U:\710\active\171001539 - Florence Signal\CAD\171001539_01_rdy-Title Sheet.dgn
1/8/2015

INDEX OF SHEETS		
SHEET NO.	DESCRIPTION	SHEET SUBTOTALS
1	TITLE SHEET/SUMMARY OF ESTIMATED QUANTITIES	1
TS1	TRAFFIC SIGNAL PLAN	1
TOTAL		2

PROPOSED PLANS
FOR
FLORENCE COUNTY
RTE./RD. US 76 (W PALMETTO STREET)
AND BOTANY DRIVE/JEFFERSON DRIVE
SIGNAL PLAN

SUMMARY OF ESTIMATED QUANTITIES

SECTION	ITEM	QUANTITY	UNIT
1071000	TRAFFIC CONTROL	NEC	LS
6750275	FURNISH & INSTALL 1 0" SCHEDULE 80 PVC CONDUIT	80 000	LF
6750278	FURNISH & INSTALL 2 0" SCHEDULE 80 PVC CONDUIT	640 000	LF
675027C	FURNISH & INSTALL 3 0" SCHEDULE 80 PVC CONDUIT	40 000	LF
6750275	FURNISH & INSTALL 2" SCHD 80 CONDUIT (DIRECTIONAL BORED)	70 000	LF
6770389	NO 14 COPPER WIRE, 4 CONDUCTOR - GRAY	1450 000	LF
6770393	NO 14 COPPER WIRE, 8 CONDUCTOR (BLACK)	720 000	LF
6770394	NO 14 COPPER WIRE, 8 CONDUCTOR (GRAY)	930 000	LF
6770413	NO 14 COPPER WIRE, 1-CONDUCTOR FOR LOOP WIRE	1323 000	LF
6780495	SAWCUT FOR LOOP DETECTOR	610 000	LF
6800499	ELECTRICAL SERVICE FOR TRAFFIC SIGNAL	1 000	EA
6800518	F&I - 13"x24"x18"D ELEC FLUSH UNDGRD ENCLOSURE-(STR POLY CONC IHD	10 000	EA
6825051	FURNISH & INSTALL 13" X 28" STEEL STRAIN-POWDER COATED POLE AND FOUNDATION	4 000	EA
6825092	FURNISH & INSTALL 3/8" GALVANIZED STEEL CABLE	300 000	EA
6845511	F&I - CONTR 332/336 CABINET ASSEMBLY - BASE MOUNTED	1 000	EA
6845520	FURNISH & INSTALL 2070L CONTROLLER UNIT IN EXISTING CABINET	1 000	EA
6865722	F&I - 12" 1-WAY-4 SECTION (RA YA YAF GAI VEH TRAFFIC SIGNAL	2 000	EA
6865731	F&I - 12" 1-WAY-3 SECTION (R Y G) VEH TRAFFIC SIGNAL	8 000	EA
6865834	BACKPLATE W/ RETROREFL BORDERS FOR TRAFF SIG	10 000	EA
6885992	TEMPORARY ADJUSTMENT OF TRAFFIC SIGNAL EQUIPMENT	NEC	LS
6319505	REMOVAL OF PAVEMENT MARKINGS	75 000	LF
6250112	6" YELLOW SOLID LINE ON CURB/MEDIAN - FAST DRY PAINT	55 000	LF
62710252	24" WHITE SOLID LINES (STOP/DIAG LINES) - THERMO -125 MIL	100 000	LF
7201000	CONCRETE CURB (9" X 15")	20 000	LF
7204100	CONCRETE SIDEWALK (4" UNIFORM)	25 000	SY
8153000	SILT FENCE	80 000	LF
6510105	FLAT SHEET, TYPE III, FIXED SZ & MSG SIGN	24 000	SF
6510108	FLAT SHEET, TYPE VIII OR IX, SIZE DETERMINED BY MSG - OVERHEAD	7 000	SF
6513015	MOUNTING ASSEMBLY FOR F S SIGN ERECTED ON SPAN WIRE	2 000	EA
6531210	U-SECTION POST FOR SIGN SUPPORTS - 3P	30 000	LF



PROJECT LOCATION

LAYOUT

SCALE 1 INCH = N.T.S. FEET

FLORENCE COUNTY

	US 76	SIDE STREETS	TOTAL
NET LENGTH OF ROADWAY	NA	NA	NA MILES
NET LENGTH OF SIDE STREETS	-	-	- MILES
NET LENGTH OF BRIDGES	-	-	- MILES
NET LENGTH OF PROJECT	-	-	- MILES
LENGTH OF EXCEPTIONS	-	-	- MILES
GROSS LENGTH OF PROJECT	NA	NA	NA MILES

EQUALITIES IN STATIONING = NONE

NOTE: EXCEPT AS MAY OTHERWISE BE SPECIFIED ON THE PLANS OR IN THE SPECIAL PROVISIONS, ALL MATERIALS AND WORKMANSHIP ON THIS PROJECT SHALL CONFORM TO THE SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION (2007 EDITION) AND THE STANDARD DRAWINGS FOR ROAD CONSTRUCTION IN EFFECT AT THE TIME OF LETTING.

Hydraulic Design Reference for these plans is the:

2009

Edition of SCDOT's "Requirements for
Hydraulic Design Studies"

Design Reference for these plans is the:

2001

AASHTO "A Policy on Geometric Design of
Highways and Streets"

NPDES PERMIT INFORMATION	
Disturbed Area =	N/A Acre(s)
Permitted Area =	N/A Acre(s)
Approximate Location of Roadway is	
Begin	
Latitude	34°10'34"
Longitude	79°49'51"
End	
Latitude	34°10'34"
Longitude	79°49'51"
Hydraulic and NPDES Design provided by:	
N/A	
Designs may be obtained from the SCDOT Regional Production Group	

3 DAYS BEFORE DIGGING IN
SOUTH CAROLINA

CALL 811

SOUTH CAROLINA 811 (SC811)
www.SC811.COM
ALL UTILITIES MAY NOT BE A MEMBER OF SC811

RAILROAD INVOLVEMENT?
YES / **NO**

TRAFFIC DATA US 76

2012 ADT 19,400

2013 ADT 20,000

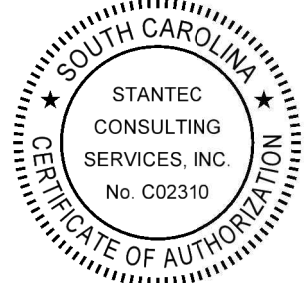
TRUCKS 2.0 %

CONSULTING ENGINEERING FIRM



Stantec Consulting Services Inc.
4969 Centre Pointe Drive Suite 200
North Charleston, SC 29418
www.stantec.com

ENGINEER OF RECORD



FOR CONSTRUCTION: **Richard M. Reiff**

1/8/15
DATE

SCDOT TRAFFIC SIGNAL SPECIAL PROVISIONS

PROJECT ID:

PROJECT NO:

COUNTY

1. LIST OF TRAFFIC SIGNALS WITHIN PROJECT

Intersection No.	Intersection Name	Description of Signal Work

2. PROJECT DESCRIPTION

- a. This Project is a _____ construction project and involves the signal construction of ____ intersections along _____ in and around the city of _____, South Carolina. The intersections involved are shown on the above "List of Traffic Signals within Project".
- b. Specific Description of the signal work:

Below is more information concerning any changes, revisions, or clarifications to the SCDOT Traffic Signal Supplemental Specifications and/or pay items for this particular contract:

103.1 Mobilization

Work Order Contract: Includes all necessary mobilization items for one work order and shall be paid one time per work order. Once work order includes work at one traffic signal. If installing fiber or other communications, one work order would not exceed 2500 linear feet of fiber.

Design-Bid-Build Contract: Includes all work as a lump sum cost.

103.2 Mobilization of Material

675.1 Electrical Conduit

676.1 Fiber Optic Training

676.2 Fiber Optic Test Equipment

677.1 Electrical Cable

677.2 Communication Cable

677.3 Fiber Optic Cable

677.4 Fiber Interconnect Center

677.5 Fiber Optic Modem

677.6 Factory Terminated Patch Panel

677.7 Spread Spectrum Radio Assembly

678.1 Detector Loop

680.1 Electric Service

680.2 Splice Box/Junction Box

682.1 Wood Pole

682.2 Back Guy

682.3 Steel Cable

682.4 Pedestrian Pole and Base

686.1 LED Modules and/or Polycarbonate Vehicle Signal Head and/or Backplate

686.2 Optically Programmable Vehicle Signal Head

686.3 Pedestrian Signal Head

686.4 Pedestrian Push Button Station Assembly with Sign

686.5 Symbolic LED Blankout Sign

688.1 Removal Salvage and Disposal of Equipment and Materials

688.2 Temporary Adjustment of Traffic Signal Equipment and Timings

688.3 Video Detection – Loop Emulation System

688.5 Steel Strain Pole and Foundation

688.6 Concrete Strain Pole

688.7 Controller and 332/336 Cabinet

688.8 Remote Splice/Flasher Cabinet

688.9 Solar Powered Flasher Assembly

689.2 System Integration and Testing

689.3 Traffic Signal System Training

690.1 Steel Pole with Mast-Arm

3. QUANTITY LISTS

A list of bid items and quantities is included in this contract. This list is an estimate of the quantities needed.

[illegible]

4. EQUIPMENT

- a. SCDOT Supplied Equipment - The Department will furnish signal controller cabinet assemblies and signal controller equipment. The Department shall furnish and the CONTRACTOR SHALL INSTALL ___ cabinet assemblies and ___ 2070 controllers. The Department shall also provide _____. Equipment provided by SCDOT shall be located at SCDOT, District ___ Electrical/Signal Shop.
- b. Contractor Supplied Equipment
 - i. The CONTRACTOR shall furnish all **new** equipment, including incidental items; used, refurbished equipment will not be accepted.
 - ii. Compatibility
 1. To insure compatibility, any additional equipment required during the life of this contract, as Change Order or Extra Work, shall be purchased by the CONTRACTOR from the same Manufacturer as the original item.
 2. When installing equipment such as signal heads or pedestrian equipment, where some existing equipment is being retained, the contractor shall provide the same type of equipment, as is remaining, for visual compatibility.
 - iii. The CONTRACTOR shall submit for approval a list of equipment including make, model number, manufacturer serial numbers, and warranty information, in a format similar to chart below. The chart shows a list of potential furnished signal equipment. Documentation only has to be submitted for the furnish items required for this contract At the time of such submission, the CONTRACTOR shall provide a copy of the Transmittal Letter, to the Engineer.

Item	Make	Model #	Manufacturer	Is item on current QPL or is item under current SCDOT equipment contract (y or n)	If no, is cut sheet attached (y or n)	Serial #'s attached	Warranty info attached	Purchase date	Purchase invoice attached
Electrical Cable									
Communication Cable									
Fiber Optic Cable									
Fiber Interconnect Center / Fiber Splice Trays									
Loop Wire and Sealant Splice Boxes / Junction Boxes									
Steel Cable									
Vehicle Signal Head with LED Modules									
LED Blank Out Signs									
Optically Programmable Vehicle Signal Head									
Pedestrian Signal Head									
Pedestrian Push Button Station Assembly									
Steel Strain Pole									
Mast Arm									
Concrete Strain Pole									
Controllers and 332/336 Cabinets									
Spread Spectrum Radio Assembly									
Ethernet Extender									
Video Detection Systems									

- iv. If equipment is on the SCDOT Equipment Contract or the SCDOT QPL, catalog cut sheets do not have to be provided. On all other equipment, the CONTRACTOR shall submit for approval, catalog descriptions and documentation--THREE (3) COPIES--for each class of signal equipment and materials furnished by the CONTRACTOR. They are to be submitted TWO WEEKS PRIOR TO INSTALLATION to the Construction Office FOR APPROVAL. At the time of such submission, the CONTRACTOR shall provide a copy of the Transmittal Letter, to the Engineer.
- v. Equipment substitutions in the life of the contract are only allowed if the contractor can show a valid hardship in remaining with the originally submitted equipment. A valid hardship may include drastic price increases, non-availability of type of equipment due to unforeseen delivery or material shortages (contractor ordering equipment late does not apply), vendor going out of business, etcetera. SCDOT may allow equipment substitutions if product is of better quality than originally submitted or if contractor is replacing non-QPL items with QPL or SCDOT Equipment Contract items, or if equipment is experimental in nature and SCDOT wants to test said equipment.
- vi. SCDOT will not pay for furnish and or installation costs of any materials installed without prior approval and acceptance, in accordance with iii and iv above.

5. GENERAL PROVISIONS -

- a. All work under this Contract shall be performed under: the SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION, "STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION", Latest Edition; the SCDOT SUPPLEMENTAL SPECIFICATIONS FOR TRAFFIC SIGNALS; the SCDOT STANDARD DRAWINGS; these SCDOT TRAFFIC SIGNAL SPECIAL PROVISIONS; the "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS" (latest revision); the SCDOT TRAFFIC SIGNAL DESIGN GUIDELINES; and the PLANS.
- b. Unless noted otherwise on the plans or in these Special Provisions this is a "turn-key" project, with the contractor furnishing and installing all equipment, complete and operational to the satisfaction of the Engineer.
- c. The PLANS are schematic in nature, showing what is generally expected at each intersection. The CONTRACTOR must devise/refine the final details, working within the Supplemental Specifications, the Design Details, the Standards, and with the Engineer.
- d. Any deviation from the Plans must be approved by the Engineer.
- e. At Project completion all traffic signals/equipment shall be complete and operational, to the satisfaction of the Engineer.
- f. The CONTRACTOR will install the traffic signal to provide a completely modern installation.
- g. Notifications
Prior to beginning construction, the CONTRACTOR shall participate in a "Pre-Construction Conference" at a time and place to be scheduled by the Department's Resident Construction Engineer (RCE).
- h. Unauthorized Work
Any work performed without notification of the proper parties in the Department, will be treated as unauthorized work (see Section 105.11 of the Standard Specifications), and could result in nonpayment to the CONTRACTOR for that work.
- i. Power
The CONTRACTOR, prior to the beginning of any construction activity, shall coordinate as necessary with the Utility Company supplying the power for this project. A representative of the Utility Company should be present at the RCE's Pre-Construction Conference.
- j. Maintenance during construction
The contractor shall be responsible for the maintenance and operation of all existing signals _____, until the final acceptance of the project. Final acceptance occurs 60 days after all punch list items are completed and signal is accepted by SCDOT. This shall include all daily maintenance of signals and any emergencies which may arise. There is no separate pay item for maintenance during construction; maintenance is simply part of the construction process. Additional details on maintenance responsibility are found in these Special Provisions, *Section 10 Maintenance of Operations* and in the *SCDOT Traffic Signal Supplemental Specifications, 688.2 Temporary Adjustment of Traffic Signal Equipment and Timings*.

6. PERMITS, CODES, LICENSES, & ABILITIES -

- a. All work shall be done in a workmanlike manner to meet the highest industry standards, all in accordance with the requirements of the latest editions of the National Electrical Code (NEC), the National Electrical Safety Code (NESC), the Illuminating Engineering Society (IES), the American National Standards Institute (ANSI), the National Electrical Manufacturer's Association (NEMA), and the regulations and standards of the local power company.
- b. The prime contractor or subcontractor responsible for the performance of the work covered by these SCDOT TRAFFIC SIGNAL SPECIAL PROVISIONS **must be licensed by the SC Licensing Board For**

Contractors and possess a Journeyman Card issued by the South Carolina Municipal Association or as required by the city in which work occurs at the time work is performed.

- c. Further, at least one 'ON-SITE' field supervisor shall have LEVEL II or higher, Traffic Signal Certification by the International Municipal Signal Association (IMSA). Photo copies of the license and certificate (for both above) shall be submitted before work commences. The CONTRACTOR shall retain employee(s) holding the above certificate for the duration of the project; and the employee(s) shall be present **DAILY** and at the **FINAL INSPECTION**.
- d. The CONTRACTOR shall employ persons capable of programming traffic signal controllers of the type used by this project. The CONTRACTOR shall possess both a desktop and a portable (laptop) computer, and be capable of using them to upload and download signal operating parameters.
- e. In addition to the state requirements, all permits and licenses required by a City/County are the responsibility of the CONTRACTOR. The CONTRACTOR shall arrange with the utility company for hookup connections and attachment agreements.

7. INSPECTION

- a. Engineer
During construction, the INSPECTION will be the responsibility of the Department. The Department's Construction Office, shall designate those individuals responsible for inspection, and may include a number of qualified persons, including DISTRICT ELECTRICAL SUPERVISOR (DES). For signals located within a local government that SCDOT has a signal maintenance agreement, the inspection personnel may include the local government's Electrical Supervisor to perform inspection for SCDOT.
- b. Disputes
The CONTRACTOR is advised that in any dispute between the Contractor and the Manufacturer, concerning the operation/maintainability/reparability of any piece of equipment, THE DECISION OF THE ENGINEER SHALL BE FINAL.
- c. Faulty Equipment
When equipment supplied by the Department is designated faulty by the Engineer, if it is under warranty, the Contractor shall return it to the Manufacturer for replacement. The Manufacturer shall furnish a replacement unit.

8. SIGNAL INTEGRATION

The following entity will perform integration in accordance with 689.2 System Integration and Testing:

___ Contractor
___ SCDOT – District ___
___ Other _____

9. MAINTENANCE OF OPERATION

- a. Existing traffic signals shall **REMAIN IN OPERATION** until the new/modified installation has been satisfactorily tested, and it has been placed in operation after approval by the Engineer. The Testing shall be accomplished without hazard to the traveling public and while the signal heads are suitably **BAGGED WITH BURLAP**. All signal heads in place, but not in use, shall be covered with **BURLAP**. **NOTE: PLASTIC BAGS ARE NOT ACCEPTABLE.**
- b. After approval is received from the Engineer, the new signal heads shall be switched into service during that controller phase being displayed by the existing equipment; and the existing equipment shall be turned off simultaneously. Immediately after the new signal equipment has been made operational, the existing signal heads shall be turned off, and removed.
- c. The Contractor is cautioned to PLAN their work to cause minimum interference with any existing signal operation. Adjustments in the existing equipment made necessary by the new installation will be made at the expense of the Contractor.
- d. The Contractor shall retain ownership of the materials and equipment after the intersection has been made operational, until Inspection and Acceptance (either partial or final) has been made by the Engineer, when it then becomes SCDOT property. Prior to Acceptance, if the materials or equipment is damaged by whatever cause, the Contractor shall be responsible for repair or replacement.
- e. Operation, Maintenance and Emergency Service-
The contractor shall be responsible for the maintenance and operation of all existing signals in the "LIST OF PROJECT TRAFFIC SIGNALS" from the date of the "NOTICE TO PROCEED" of the contract until the final acceptance of the project. This shall include all daily maintenance of signals and any emergencies which may arise. The CONTRACTOR is also responsible and liable for proper and safe operation of each signal. Herein, this activity will be termed "Maintenance".
 - i. Restriction
The CONTRACTOR shall not change the phasing or other operation of a signalized intersection without Departmental approval.

- ii. Procedure
At that point in the project when construction activity is about to occur which could Affect the operation of a particular signal, the CONTRACTOR shall request the Department's concurrence, and the CONTRACTOR shall assume responsibility for operations and maintenance of that traffic signal. This request shall be in writing to the ENGINEER and shall have a written response. In the absence of the request, any activity of the CONTRACTOR which affects the operation of a signal shall be deemed evidence of the CONTRACTOR's assumption of responsibility for the operation and maintenance of the signal.
- iii. New Signals
Signals installed by the CONTRACTOR shall be maintained by the CONTRACTOR until the Department formally accepts the work.
- iv. Requirements
The CONTRACTOR shall perform EMERGENCY REPAIRS AND SERVICES as required, to insure continuity of operation of listed traffic signals and associated equipment. **This shall include replacement of malfunctioning LED modules.**
- v. Technician
The CONTRACTOR shall provide at least one (1) qualified LOCAL signal technician, subject to call at all times, to provide emergency services as required to assure continuous and efficient operation of signal installations and systems. This shall include non-business hours, weekends, and holidays. The Technician shall be fully qualified to trouble-shoot, service, repair and/or replace traffic controllers and components, both electro-mechanical and solid-state. At the PRE-CONSTRUCTION CONFERENCE, the CONTRACTOR shall furnish the RCE with a LIST OF THE SIGNAL TECHNICIANS who will be responsible for performing the emergency service, and the LOCAL PHONE NUMBER(S) of the CONTRACTOR's agent(s) (answering service, etc.), who will receive emergency calls during and after the CONTRACTOR's normal business hours.
- vi. Repair Time
The CONTRACTOR shall be ON-SITE of the malfunctioning signal for emergency service within the maximum time listed in the following schedule-

<u>Weekdays or Saturday</u>	<u>Maximum Time</u>
6 AM to 6 PM	1 hour
6 PM to 6 AM	4 hours
 <u>Sundays or Holidays</u>	
Day or Night	4 hours
- vii. Restoration of Normal Service
Once the CONTRACTOR has started repair work/emergency service, the CONTRACTOR shall restore a malfunctioning signal to normal phase operations uninterrupted.
- viii. Time Changes (EST/DST)
As part of Maintenance, the CONTRACTOR shall reset all time clocks to local legal time.
- ix. Records
The CONTRACTOR shall maintain a LOG of all trouble calls received, the response time, and the corrective action taken. The records and logs shall be available to Department personnel for review during normal working hours. All records and logs shall be turned over to the Department at FINAL ACCEPTANCE.
- x. Failure To Perform
In the event the CONTRACTOR fails to perform in accordance with requirements and schedules of this Specification, the Department reserves the right, without notice to the CONTRACTOR, to engage a Third Party to perform the maintenance and emergency service necessary to assure continuous traffic signal operation. Further, all expenses incurred by the Department in implementing this option, shall be deducted from the payment due the CONTRACTOR, plus a FIFTEEN HUNDRED (\$1500) DOLLAR PENALTY FOR EACH OCCASION, FOR EACH DAY (UNTIL CORRECTED). The penalty shall be forfeited as liquidated damages.

10. CONTRACT SCHEDULE

This is a "TURN-KEY" project where work is assigned using a work order system. Once work orders have been assigned to the **CONTRACTOR**, he shall furnish the Engineer with a **WEEKLY SCHEDULE** for all active traffic signal construction work orders, each Friday, for the week to come, listing the location and date of each intended activity. This will permit scheduling signal inspection personnel. Deviation from this schedule may cause the Department to delay Inspection and Payments. This contract is for a ___ month period with all work to be completed within ___ months of the award. There may be substitutions or additions to this list of signals, due to increased funding or change in priorities.

Or

The **CONTRACTOR** shall furnish the Engineer with a **WEEKLY SCHEDULE** for the **TRAFFIC SIGNAL CONSTRUCTION** work, each Friday, for the week to come, listing the location and date of each intended activity. This will permit scheduling signal inspection personnel. Deviation from this schedule may cause the Department to delay Inspection and Payments.

11. PAYMENT FOR MATERIALS ON HAND

The attention of the CONTRACTOR is directed to Section 109.7 of the STANDARD SPECIFICATIONS; which is amended to include the following paragraphs.

When permitted by the Engineer, partial payment will be made for major traffic signal items that are being furnished by the CONTRACTOR. Certain items such as wooden poles, and other very heavy units not readily movable or vandalized, may be stored in un-secured locations either ON- or OFF-SITE. Other items such as signal heads, detector amplifiers, controllers, cabinets, and certain other major items may be stored in a secured/protected location either ON- or OFF-SITE. The equipment shall be labeled stating SCDOT, and the Project Name. Other requirements of Paragraph 109.8 remain applicable. Payment shall be in accordance with the following criteria:

1. For MATERIALS ON HAND, the Contractor may be paid at: FIFTY (50%) PERCENT OF THE CONTRACT UNIT PRICE OF ITEM, NOT TO EXCEED THE PAID INVOICE AMOUNT.
2. ONLY ITEMS MEASURED BY --EACH-- SHALL BE ELIGIBLE.
3. ONLY ITEMS WITH A UNIT PRICE EXCEEDING \$100 SHALL BE ELIGIBLE.
4. THE TOTAL INVOICE PRICE OF THE ITEMS SHALL EXCEED \$5000.

12. SUBMITTING AS-BUILT PLANS

After the completion of the project, the CONTRACTOR shall furnish to the Engineer, three (3) "red-lined" sets of Plans showing the exact locations and sizes of all conduits, poles, pedestals, splice boxes, detectors, and the routing and destination of all wires leaving the control cabinets.

13. FINAL INSPECTION

- a. Request
The CONTRACTOR shall request Final Inspection one week prior to the desired day of inspection. Confirmation to the Resident Construction Engineer shall be provided forty-eight (48) hours prior to Final Inspection, that the project is on schedule and ready for inspection.
- b. System Test
Upon completion of the Final Inspection and correction of any deficiencies, the work will be subject to a **sixty (60) day operational test** for the System, and for individual intersections. If during this period a problem arises in either the System or an individual traffic signal, it must be resolved, and a **NEW sixty (60) day test** period shall begin.

14. MAINTENANCE OF TRAFFIC

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. *For Traffic Signal projects, see the amendment to the Standard Specifications, **MAINTENANCE OF TRAFFIC – General Regulations** included.*

PERMIT# 176821

12/10/2014

SCDOT

Application for Encroachment Permit

S.C. Department of Transportation
Form 637 (Rev 08/2014)

16958

Contact Information

Applicant: Florence County
Street: 180 N IRBY STREET MSC-G
COUNTY COMPLEX
City: FLORENCE
State: SC **Zip Code:** 29501
Phone: (843)665-3035 **Fax:**
Email: kgrsmith@florenceco.org
Contact: Rusty Smith

Project Location

Primary County: Florence

Florence

W Palmetto St

1. Type of OTHER
Encroachment:

New traffic signal installation

2. Description of Location:

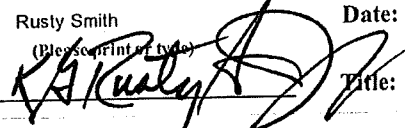
Intersection of US 76/W Palmetto Street and S Botany Drive/Jefferson Drive

(Attach sketch indicating roadway features such as: pavement width, shoulder width, sidewalk and curb and gutter location, significant drainage structure, north arrow, right of way width, and location of the proposed encroachment with respect to the roadway centerline and the nearest intersecting road on the State system.)

1-8-15 Mike is OK

3. The undersigned applicant hereby requests the SCDOT to permit encroachment on the SCDOT right of way as described herein. It is expressly understood that the encroachment, if and when constructed, shall be installed in accordance with the sketch attached hereto and made a part hereof. The applicant agrees to comply with and be bound by the SCDOT's "A Policy for Accommodating Utilities on Highways Rights of way", "Standard Specifications for Highway Construction", the "General Provisions" and "Special Provisions", attached hereto or made a part hereof by reference, during the installation, operation and maintenance of said encroachment within the SCDOT's Right of Way. **DISCHARGES OF STORM WATER AND NON-STORM WATER:** Work within State Highway right-of-way shall be conducted in compliance with all applicable requirements of the National Pollutant Discharge Elimination System (NPDES) permit(s) issued to the Department of Transportation (Department), to govern the discharge of storm water and non-storm water from its properties. Work shall also be in compliance with all other applicable Federal, State and Local laws and regulations, and with the Department's Encroachment Permits Manual and encroachment permit. The encroachment permit will not be issued until the applicant has received an NPDES construction permit from SC Department of Health and Environmental Control.

The applicant agrees to comply with all current SCDOT Standards Specifications for Highway Construction including all Supplemental Technical Specifications. The applicant hereby further agrees, and binds his/her/its heirs, personal representatives, successors, assigns, to assume any and all liability for accidents or injuries to persons, or damage to property, including the highway, that may be caused by the construction, maintenance, use, moving or removing of the physical appurtenances contemplated herein, and the applicant agrees to indemnify and hold SCDOT harmless from and against any and all claims for personal injury and/or property damage which may be sustained by reason of the construction, maintenance or existence of said encroachment on the SCDOT's right of way.

Applicant's Name: Rusty Smith
(Please print or type)
Applicant's Sig:  Date: December 11, 2014
Title: Florence County Administrator

For Office Use Only

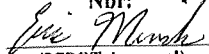
In accordance with your request and subject to all the provisions, terms, conditions, and restrictions stated in the application and the general and special provisions attached hereto, the SCDOT hereby approves your application for an encroachment permit. This permit shall become null and void unless the work contemplated herein shall have been completed prior to:

See Attached Special Provision and/or Permit Requirements

NPDES Permit

Nbr:

1-8-2015 DP
(Date received by res. Maint. Engr.)


(SCDOT Approval)

1-8-15
(Date)

Application for Encroachment Permit

General Provisions

1. **DEFINITIONS:** The word "Permittee" used herein shall mean the name of the person, firm, or corporation to whom this permit is addressed, his, her, its, heirs, personal representatives, successors and assigns. The word "DEPARTMENT" shall mean the South Carolina Department of Transportation.
2. **NOTICE PRIOR TO STARTING WORK:** Before starting the work contemplated herein within the limits of the highway right of way, the Department's Resident Maintenance Engineer in the county in which the proposed work is located shall be notified 24 hours in advance so that he may be present while the work is under way.
3. **PERMIT SUBJECT TO INSPECTION:** This permit shall be kept at the site of the work at all times while said work is under way and must be shown to any representative of the Department or law enforcement officer on demand.
4. **PROTECTION OF HIGHWAY TRAFFIC:** The applicant shall be responsible for the protection of the highway traffic at all times during the construction, maintenance, removing or moving of the encroachment permitted herein. Detours, barricades, warning signs and flagmen, as necessary, shall be provided by and at the expense of the Permittee and shall be in accordance with the "Manual on Uniform Traffic Control Devices" (MUTCD). The work shall be planned and carried out so that there will be the least possible inconvenience to the motoring public. The Permittee agrees to observe all rules and regulations of the Department while carrying on the work contemplated herein and take all other precautions that circumstances warrant.
5. **STANDARDS OF CONSTRUCTION:** All work shall conform to the Department's standards of construction and shall be performed in a workman-like manner. The applicant shall make adequate provisions for maintaining the proper drainage of the highway as it may be affected by the encroachment permitted herein. All work shall be subject to the supervision and satisfaction of the Department.
6. **FUTURE MOVING OF PHYSICAL APPURTENANCES:** If, in the opinion of the State Highway Engineer, it should ever become necessary to move or remove the physical appurtenances, or any part thereof contemplated herein, on account of change in location of the highway, widening of the highway, or for any other sufficient reason, such moving shall be done on demand of the Department at the expense of the Permittee.
7. **RESTORATION OF HIGHWAY FACILITIES UPON MOVING OR REMOVING OF PHYSICAL APPURTENANCES:** If, and when, the physical appurtenances contemplated herein shall be moved or removed, either on the demand of the Department or at the option of the Permittee, the highway and facilities shall immediately be restored to their original condition at the expense of the Permittee.
8. **COSTS:** All work in connection with the construction, maintenance, moving or removing of the physical appurtenances contemplated herein shall be done by and at the expense of the Permittee.
9. **ADDITIONAL PERMISSIONS:**
 - (a) It is distinctly understood that this permit does not in any way grant or release any rights lawfully possessed by the abutting property owners. The Permittee shall secure any such rights, as necessary, from said abutting property owners.
 - (b) The Permittee shall be responsible for obtaining all other approvals or permits necessary for installation of the encroachment from other government entities.

- (c) There shall be no excavation of soil nearer than two feet to any public utility line or appurtenant facility except with the consent of the owner thereof, or except upon special permission of this Department after an opportunity to be heard is given the owner of such line or appurtenant facility.
10. **ADDITIONAL WORK PERFORMANCE:**
- (a) All crossings over the highway shall be constructed in accordance with "Specifications for Overhead Crossings of Light and Power Transmission Lines and Telegraph Lines over each other and over Highway Rights of Way in South Carolina," as approved by the Public Service Commission of South Carolina and effective as of date of this permit.
- (b) All tunneling, boring, or jacking shall be done in such a way as not to disturb the highway surfacing.
- (c) No pavement shall be cut unless specifically authorized herein.
- (d) No excavation shall be nearer than three feet to the edge of pavement unless specifically authorized herein.
- (e) Underground facilities will be located at minimum depths as defined in the "Utility Accommodations Manual" for the transmittant, generally as follows: 4 feet minimum for hazardous or dangerous transmittant, 3 feet minimum for other lines. The Department may approve shallower depths if adequate protection is provided. Such approval must be obtained in writing.
- (f) Service and other small diameter pipes shall be jacked, driven, or otherwise forced underneath the pavements on any surfaced road without disturbing the pavement. The section under the highway pavement and within a distance of three (3) feet on either side shall be continuous without joints.
11. **ACCESS:**
- (a) Permittee is responsible for maintaining reasonable access to private driveways during construction.
- (b) It is expressly provided that, with respect to any limited access highway, the Permittee shall not have or gain access from the main traveled way of the highway, or the on or off ramps to such facility, except upon approval by the Department.
12. **DRIVEWAYS:**
- (a) The existing crown of the highway shall be continued to the outside shoulder line of the highway.
- (b) If the driveway or approach is concrete pavement, the pavement shall be constructed at least 6 inches thick and with a minimum of class 2500 concrete. There shall be a bituminous expansion joint, not less than 3/4 inches in thickness, placed between the highway paving and the paving of the approach for the full width of the approach.
13. **BEAUTIFICATION:**
- (a) All trees, plants, flowers, etc. shall be placed in accordance with the provisions specifically stipulated herein.
- (b) All trees, plants, flowers, etc. shall be maintained by, and at the expense of, the Permittee and the provisions of this permit shall become null and void, if and when said Permittee ceases to maintain aid trees, plants, flowers, etc.
14. **AS-BUILT PLANS:**
- (a) The applicant shall provide the Department with survey-quality as-built plans in accordance with the requirements set forth in the Department's "A Policy for Accommodating Utilities on Highway Rights of Way".

12/10/2014

SCDOT

