



RFP 2016-0006 - ADDENDUM 1

ROADWAY MAINTENANCE AND REPAIR SERVICES Town of Hilton Head Island, South Carolina

Date Issued: April 8, 2016

Proposal Opening EXTENDED to: April 29, 2016 by 2:00 PM

Item 1. Questions and Answers regarding the proposal:

Q1. Can crack sealing be added to the Unit Cost Schedule?

A1. Yes. Crack Sealing has been added to the Unit Cost Schedule.

Q2. Quantities look high, especially for asphalt. Are the quantities shown per job or for the life of the contract?

A2. Quantities shown on original Unit Cost Schedule were generally for the life of the contract. Quantities have been reduced to more accurately reflect amounts that would be required per job.

Q3. Do we need to provide our projected costs over the next 4 years per item?

A3. No, See "Special Provisions" page 3 under the heading, "Yearly Unit Prices Adjustment".

Q4. What is the pervious asphalt going to be placed over?

A4. Pervious asphalt will be placed over a stone base as shown in the attached detail. Do not include pricing for stone or underdrain in this item.

Q5. In looking over the Instructions to Offeror, under the Description of Work it mentioned the possibility of splitting a work order between different contractors and it also mention that the contractor may only subcontract 50% of the work. In our case if we got a work order that only included curbing and pipe work items, we would subcontract all of these items of work, so in this case we would not meet the 50% requirement. With this in mind would it be possible to only quote the Base and Pavement Items and possibly the Pavement Markings or will it be necessary to price all of the items?

A5. All items must be priced. The 50% is not determined per job order. From Instructions to Offerors, Description of the Work section, "Subcontractors may not perform more than 50% of the total annual work contracted dollar amount".

- Item 2.** The Unit Cost Schedule has been revised – see attached
- Item 3.** The Special Provisions have been revised – The word “stormwater” has been replaced with the word “roadway”. – see attached.
- Item 4.** The requirement of a Bid Bond has been added. Bids must be accompanied by a certified check or bid bond in the amount of \$5,000.00 made payable to the Owner. – See attached Bid Bond Form.

Reminder:

New Bid Submittal Deadline is April 29, 2016 by 2:00 PM

RFP 2016-0006 – Addendum #1
Attachment

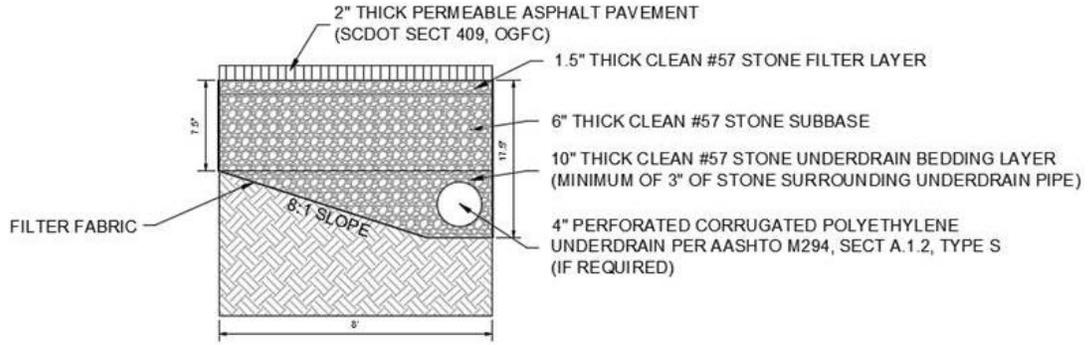


EXHIBIT D - UNIT COST SCHEDULE

Revised 04/07/2016

RFP 2016-0006

ROAD MAINTENANCE & REPAIR SERVICES

The following is an itemized, potential list of items that may be used in this Contract. The estimated quantities for these items are being provided to obtain competitive proposal pricing. The listed quantities are approximate estimates of a "typical" Job Order quantity, but actual quantities may vary and will be determined for each specific Job Order. The unit prices given on this document, along with the specified multipliers, shall become the basis for, and included in, the Contract agreement.

The Offeror must provide a Unit Price and Total Item Cost for all of the items listed below, as well as a Total Proposal Cost. The Contractor shall not delete or modify any line items or leave any blank. Any modifications, omissions or errors with regard to the Unit Cost Schedule may cause your proposal to be deemed non-responsive.

Note: Unless noted otherwise on the plans or in the Special Provisions, the latest edition of the SCDOT Standard Specifications for Highway Construction shall be used as a guide for all materials and workmanship under this Contract. For reinforced concrete pipe (RCP) and high density polyethylene pipe (HDPE), the default specification is SCDOT Supplemental Technical Specification for Permanent Pipe Culverts, SC-M-714 (08/09). For all Inlet Structure Filters the default specification is SCDOT Supplemental Technical Specification for Inlet Structure Filters, SC-M-815-8 (04-11). Sediment Controls shall follow all current SCDOT Specifications and the DHEC Storm Water Management BMP Handbook. All items listed in the Unit Cost Schedule involving materials for or installation of storm drain systems will be for installation depths less than 6 feet.

Item No.	SCDOT Specification or Special Provision No.	SCDOT Std. Dwg. No. or Manufacturer Std. No.	Item Description - Highlighted if Minimums Apply	Est. Qty.	Unit	Unit Price	Totals
	SP-1		Job Order Mobilization (\$500 or 5% minimum, negotiable up to 15%)	1	EA	NEG	NEG
EARTHWORK AND DEMOLITION							
	20210XX		Removal And Disposal Of Existing Catch Basin, Drop Inlet, Manhole, Junction Box	1	EA		\$ -
	2023000		Removal And Disposal Of Existing Pavement	25	SY		\$ -
	2024100		Removal And Disposal Of Existing Curb	25	LF		\$ -
	2025000		Removal & Disposal Of Existing Asphalt Pavement	15	SY		\$ -
	2027000		Removal & Disposal Of Existing Concrete	10	CY		\$ -
	2012001		Clearing And Grubbing Within Roadway	0.25	ACRE		\$ -
	2015000		Selected Clearing & Grubbing	0.25	ACRE		\$ -
	2013050		Clearing And Grubbing Ditches	10	SY		\$ -
	2046200		Wet & Dry Excavation For Culverts	15	CY		\$ -
	2031000		Unclassified Excavation	50	CY		\$ -
	2033000		Borrow Excavation	100	CY		\$ -
	2052000		No. 57 Stone For Backfill	10	TON		\$ -
	2081001		Fine Grading	50	SY		\$ -
	2103000		Flowable Fill	10	CY		\$ -
BASES AND PAVEMENTS							
	3050106		Graded Aggregate Base Course (6" Uniform)	250	SY		\$ -
	4012030		Full Depth Asph. Pav. Patching 3" Unif.	50	SY		\$ -
	4012060		Full Depth Asph. Pav. Patching 6" Unif.	50	SY		\$ -
	4013099		Surface Plane Asphalt Pavement - Variable	20	SY		\$ -
	4013200		Milling Existing Asphalt Pavement 2.0" (add 10% under 100 SY)	100	SY		\$ -
	4013990		Milling Existing Asphalt Pavement (Variable) (add 10% under 100 SY)	100	SY		\$ -
	4013991		Milling - Variable - 2' Width	25	SY		\$ -
	4030340		Hot Mix Asphalt Surface Course Type C (add 10% under 25 TON)	50	TON		\$ -
	4036300		H/M Asphalt Thin Lift Seal Course	25	TON		\$ -
	4092000		Pervious Asphalt (Open Graded Friction Coarse)	50	TON		\$ -
	5019020		Pervious Concrete	20	SY		\$ -
	4015110		Clean and Seal Cracks in Asphalt Pavement - Lane Mile (LaMi)	0.50	LaMi		\$ -
TRAFFIC CONTROL							
	1071000	610-XXX	Traffic Control	1	LS	NEG	NEG
	605110	602-005-00	Temporary Construction Signs & Posts (Typ. 3' x 3' Sign, Portable Sign Supports)	150	SF		\$ -
	6041150	604-005-00	Barricade - Type II	24	LF		\$ -
	6041200	604-005-00	Barricade - Type III	24	LF		\$ -
	6041300		Traffic Control Barrel 36" Height with Reflective Tape	25	EA		\$ -
	6020104		Construction Zone Electric Changeable Message Sign	1	EA		\$ -
	6051130		Detour Signs	20	SF		\$ -
PAVEMENT MARKINGS							
	6250005		4" White Broken Line - Lane Line (10' Line/30' Gap) Gaps Excluded - Fast Dry Paint	100	LF		\$ -
	6250005		4" White Broken Line - Mini Skip (2' Line/5' Gap) Gaps Excluded - Fast Dry Paint	100	LF		\$ -
	6250010		4" White Solid Line - Lane Line - Fast Dry Paint	250	LF		\$ -
	6250023		12" X 18" White Triangular Yield - Fast Dry Paint	50	LF		\$ -
	6250025		24" White Solid Line - Stop Line - Fast Dry Paint	25	LF		\$ -
	6250110		4" Yellow Solid Line - Pavement Edge Line - Fast Dry Paint	25	LF		\$ -
	6271005		4" White Broken Line - Lane Line (10' Line/30' Gap) Gaps Excluded - Thermoplastic 90 Mil	125	LF		\$ -
	6271005		4" White Broken Line - Mini Skip (2' Line/5' Gap) Gaps Excluded - Thermoplastic 90 Mil	25	LF		\$ -

EXHIBIT D - UNIT COST SCHEDULE

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ROAD MAINTENANCE & REPAIR SERVICES

The following is an itemized, potential list of items that may be used in this Contract. The estimated quantities for these items are being provided to obtain competitive proposal pricing. The listed quantities are approximate estimates of a "typical" Job Order quantity, but actual quantities may vary and will be determined for each specific Job Order. The unit prices given on this document, along with the specified multipliers, shall become the basis for, and included in, the Contract agreement.

The Offeror must provide a Unit Price and Total Item Cost for all of the items listed below, as well as a Total Proposal Cost. The Contractor shall not delete or modify any line items or leave any blank. Any modifications, omissions or errors with regard to the Unit Cost Schedule may cause your proposal to be deemed non-responsive.

Note: Unless noted otherwise on the plans or in the Special Provisions, the latest edition of the SCDOT Standard Specifications for Highway Construction shall be used as a guide for all materials and workmanship under this Contract. For reinforced concrete pipe (RCP) and high density polyethylene pipe (HDPE), the default specification is SCDOT Supplemental Technical Specification for Permanent Pipe Culverts, SC-M-714 (08/09). For all Inlet Structure Filters the default specification is SCDOT Supplemental Technical Specification for Inlet Structure Filters, SC-M-815-8 (04-11). Sediment Controls shall follow all current SCDOT Specifications and the DHEC Storm Water Management BMP Handbook. All items listed in the Unit Cost Schedule involving materials for or installation of storm drain systems will be for installation depths less than 6 feet.

Item No.	SCDOT Specification or Special Provision No.	SCDOT Std. Dwg. No. or Manufacturer Std. No.	Item Description - Highlighted if Minimums Apply	Est. Qty.	Unit	Unit Price	Totals
	6271010		4" White Solid Line - Lane Line - Thermoplastic 90 Mil	250	LF		\$ -
	6271020		12" White Solid Line - Crosswalk Line - Thermoplastic - 125 Mil	25	LF		\$ -
	6271023		12" X 18" White Triangular Yield - Thermoplastic 125 Mil	25	LF		\$ -
	6271025		24" White Solid Line - Stop Line - Thermoplastic 125 Mil	25	LF		\$ -
	6271030		White Single Arrows (Lt, Th, Rt) - Thermoplastic 125 Mil	5	EA		\$ -
	6271040		White Combination Arrows (Lt/Th, Th/Rt) - Thermoplastic 125 Mil	5	EA		\$ -
	6271074		4" Yellow Solid Line - Pavement Edge Line - Thermoplastic 125 Mil	250	LF		\$ -
	6319505		Removal of Pavement Markings	100	LF		\$ -
	SP-4		Traffic Patterns XD - Stamped Asphalt Treatment (Sand Color)	25	SY		\$ -
STRUCTURES							
	7191XXX	719-016-01 & 02	Catch Basin (Type 16)	2	EA		\$ -
	71920XX	719-016-01	Catch Basin (Type 1 - 4'x4')	5	EA		\$ -
	71920XX	791-009-01	Catch Basin (Type 9 - 4'x4')	2	EA		\$ -
	7197120		Adjust Manhole	1	EA		\$ -
	7197130		Adjust Drop Inlet	1	EA		\$ -
	7197140		Adjust Utility Box	1	EA		\$ -
	7192062		Closed Flume Inlet Type-18	1	EA		\$ -
CURB, GUTTER, SIDEWALKS, AND DRIVEWAYS							
	7202099	720-105-01	Concrete Gutter-Special 2' Valley Gutter	25	LF		\$ -
	7203110	720-105-01	Concrete Curb And Gutter(1'-6") Vertical Face	50	LF		\$ -
	7203110	720-105-01	Concrete Curb And Gutter(1'-6") - Sloping Face	50	LF		\$ -
	7203110	720-105-01	Concrete Curb And Gutter(1'-6") Ogee	50	LF		\$ -
	7203210	720-105-01	Concrete Curb And Gutter(2'-0") Vertical Face	50	LF		\$ -
	7203210	720-105-01	Concrete Curb And Gutter(2'-0") Sloping Face	50	LF		\$ -
	7203210	720-105-01	Concrete Curb And Gutter (2'-0") Ogee	50	LF		\$ -
	7204100	720-155-00	Concrete Sidewalk(4" Uniform)	25	SY		\$ -
	7204150	720-150-00	Concrete Sidewalk(4" Uniform) With Integral Curb	25	SY		\$ -
	7204900	720-901-02	Detectable Warning Surface (SP) (Safe Step Chocolate Brown)	40	SF		\$ -
	7205000		Concrete Driveway(6" Uniform)	40	SY		\$ -
	7207000	720-205-000	Concrete Flume	1	EA		\$ -
	7212000		Asphalt Curb	50	LF		\$ -
EROSION & SEDIMENT CONTROL							
	8041010	804-000	Rip Rap (Class A)	10	TON		\$ -
	8041025	804-000	Rip Rap (Class B)	10	TON		\$ -
	80481XX	804-305-02	Geotextile for Erosion Control Under Riprap (Class 2 - Type C)	5	SY		\$ -
	8102100		Hydroseeding	50	SY		\$ -
	8152004	815-006-00	Inlet Structure Filter - Type F (Weighted Inlet Tubes)	20	LF		\$ -
	8152007	815-205-00	Sediment Tube	20	LF		\$ -
	8153000	815-605-00	Silt Fence (Including Removal of Silt)	125	LF		\$ -
	8156219	815-001-00	Inlet Structure Filter - Type A (Sediment Tube/Filter Fabric Inlet Protection)	20	LF		\$ -
	8156220		Inlet Structure Filter - Type G (Suspended Internal Inlet Filters)	2	EA		\$ -
	8313000		Sodding (Bermuda or Centipede)	250	SY		\$ -
FENCE							
	SP-3		Tree Protection Fence	25	LF		\$ -
	SP-4		Turn Rail Fence	25	LF		\$ -
EQUIPMENT							

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	SP-5		Road Plate (Minimum 1 Week)	1	WK		\$ -
TOTAL FEE PROPOSED =							\$ -

Receipt is acknowledged of Addenda Nos. _____.

By: _____

Title: _____

**Engineers Joint Documents Committee
Design and Construction Related Documents
Instructions and License Agreement**

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Term:

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elsewhere in this Agreement or if you fail to comply with any term or condition of this Agreement. You agree upon such termination to destroy **EJCDC Design and Construction Related Documents** along with all copies, modifications and merged portions in any form.

Limited Warranty:

EJCDC warrants the CDs and diskettes on which **EJCDC Design and Construction Related Documents** is furnished to be free from defects in materials and workmanship under normal use for a period of ninety (90) days from the date of delivery to you as evidenced by a copy of your receipt.

There is no other warranty of any kind, either expressed or implied, including, but not limited to the implied warranties of merchantability and fitness for a particular purpose. Some states do not allow the exclusion of implied warranties, so the above exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

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1. the replacement of any document not meeting EJCDC's "Limited Warranty" which is returned to EJCDC's selling agent with a copy of your receipt, or
2. if EJCDC's selling agent is unable to deliver a replacement CD or diskette which is free of defects in materials and workmanship, you may terminate this Agreement by returning EJCDC Document and your money will be refunded.

In no event will EJCDC be liable to you for any damages, including any lost profits, lost savings or other incidental or consequential damages arising out of the use or inability to use **EJCDC Design and Construction Related Documents** even if EJCDC has been advised of the possibility of such damages, or for any claim by any other party.

Some states do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you.

General:

You may not sublicense, assign, or transfer this license except as expressly provided in this Agreement. Any

attempt otherwise to sublicense, assign, or transfer any of the rights, duties, or obligations hereunder is void.

This Agreement shall be governed by the laws of the State of Virginia. Should you have any questions concerning this Agreement, you may contact EJCDC by writing to:

Arthur Schwartz, Esq.
General Counsel
National Society of Professional Engineers
1420 King Street
Alexandria, VA 22314

Phone: (703) 684-2845
Fax: (703) 836-4875
e-mail: aschwartz@nspe.org

You acknowledge that you have read this agreement, understand it and agree to be bound by its terms and conditions. You further agree that it is the complete and exclusive statement of the agreement between us which supersedes any proposal or prior agreement, oral or written, and any other communications between us relating to the subject matter of this agreement.

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER *(Name and Address)*:

SURETY *(Name and Address of Principal Place of Business)*:

OWNER *(Name and Address)*:

BID

Bid Due Date:
Description *(Project Name and Include Location)*:

BOND

Bond Number:
Date *(Not earlier than Bid due date)*:
Penal sum _____

(Words)

\$ _____

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

SURETY

Bidder's Name and Corporate Seal

(Seal)

Surety's Name and Corporate Seal

(Seal)

By: _____
Signature

By: _____
Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

EXHIBIT C

PROJECT SPECIAL PROVISIONS

SCOPE OF WORK

Work performed under this Contract will consist of construction, maintenance and repair of roadway infrastructure within the limits of the Town of Hilton Head Island, South Carolina.

Individual projects will vary in size, location, value, and duration. Each project will be issued using a project specific Job Order. Payment will be made on the basis of the actual quantities and unit items satisfactorily completed in accordance with the Contract requirements.

The Contractor shall have sufficient resources (e.g. personnel, equipment, etc.) and availability to work on multiple construction projects simultaneously for the life of the Contract.

The Contractor may be asked to respond to and/or assist with emergency requests. If the Town is unable to secure the area, the Town would expect the Contractor at a minimum to secure the impacted area/public hazard temporarily (i.e. temporary signage, barriers, lane closures, etc.) at its earliest convenience until such time the Job Order could be issued for a Contractor to perform the construction work.

The Town anticipates grouping smaller planned projects together to minimize mobilization for the Contractor, as well as, allowing the Contractor longer performance periods to complete these grouped projects.

The Town may divide larger projects into smaller scopes of work, if it is determined to be advantageous to the Town to do so (e.g. the Town issues a Job Order to one Contractor for major roadway repairs and improvements, but issues a separate second Job Order to a different Contractor, or utilizes proper procurement methods, for the underground stormwater repairs portion of the project). This is intended to alleviate any Subcontractor coordination issues or delays for the primary Job Order. The Contractor(s) must have the ability to perform, or subcontract, all work associated with the line items listed in the Unit Cost Schedule.

GENERAL REQUIREMENTS

The Contractor shall furnish all labor, materials, supplies, equipment, fuel and other appurtenances necessary to provide roadway construction, maintenance and repair as described in the Scope of Work and specific Job Orders. The Contractor is responsible for removal and appropriate legal disposal of all associated debris and waste materials.

NOTIFICATION

The Contractor shall notify the Owner at least 48 hours prior to starting work. If proper notification is not given to the Owner, the Contractor may be required to demobilize and remobilize at the Contractor's expense.

Contractor shall notify nearby residents and businesses at least 48 hours prior to starting work.

The presence or absence of the Engineer or the Engineer's representative shall not relieve the Contractor of his responsibility to properly execute the work in accordance with these specifications and the Plans of each Job Order. The Engineer may order any element of the work uncovered as specified in the General Conditions.

The Engineer shall notify the Contractor of any observed non-compliance with the Plans and specifications and/or applicable Federal, State or local laws and regulations, promptly upon discovery. The Contractor shall, after receipt of such notice, immediately take corrective action. Such notice, when delivered to the Contractor or his authorized representative, shall be deemed sufficient. If the Contractor fails or refuses to comply promptly, the Engineer may issue an order stopping all or part of the work until satisfactory corrective action has been taken.

PERFORMANCE REQUIREMENTS

All work will be completed in a professional workmanlike manner in accordance with the requirements and provisions specified herein. The Contractor shall work closely with the Town of Hilton Head Engineering Division to assure quality control.

The Contractor shall employ workers who are competent, qualified and properly trained to perform the required work. Employees of the Contractor shall not be considered employees of the Town of Hilton Head Island.

Use adequate numbers of skilled workers who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and methods needed for proper performance of the work.

Use equipment adequate in size, capacity, and numbers to accomplish the work in a timely manner.

The Contractor shall be responsible for coordinating, scheduling and supervising all work activities to assure compliance with all requirements specified herein. All work is subject to inspection by the Town for compliance with these specifications. All incomplete or improperly performed work shall be rectified immediately. Any repeated failure to correct noted deficiencies may result in cancellation of this Contract.

Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.

PROJECT

A Project shall be defined as the construction to be performed at a specific work location via a specific Job Order.

PROJECT PERIOD

The Project Period shall be defined as the number of calendar days established by the Engineer in consultation with the Contractor to complete a Project as identified in the specific Job Order.

PROJECT NOTICE TO PROCEED

The Project Notice to Proceed shall be defined as a written notice to proceed (i.e. Job Order) to work on a project at a specific location with a specific scope of work. Issuance of the Project Notice to Proceed will begin the Project Period.

PROJECT LIQUIDATED DAMAGES

Liquidated damages will be Job Order specific and may be assessed for each day required to complete the work past the Substantial Completion deadline. Work by the Contractor or his Subcontractor will not be permitted on Saturdays, Sundays or Holidays after the specified completion date.

YEARLY UNIT PRICES ADJUSTMENT:

Unit prices may be adjusted annually through the period of the Contract and any Contract renewals. The Unit Price Adjustment Date shall be defined as the one-year anniversary date of the original Contract Notice to Proceed. Ninety (90) days prior to the Unit Price Adjustment Date, the Contractor must request in writing any proposed adjustments to the Contract unit prices in effect, for consideration by the Town. Any requests to adjust Contract unit prices must be properly justified by the Contractor. Any adjustments to unit prices will be based on the Engineering News Record, Construction Cost Index, unless otherwise approved by the Engineer. Any adjustments to unit prices must be approved in writing by the Town.

If there is an unforeseen change in operational or material costs to the Contractor due to the economy or forces beyond their control, and where the Contractor does not believe they can continue to operate at the Contractual Unit Prices for the one year period without acquiring a monetary loss, the Town may consider adjustments to the Contract Unit Prices prior to the end of the Contract year. The Contractor must submit a request in writing any proposed adjustments to the Contract Unit Prices in effect, with sufficient justification and documentation, for consideration by the Town. Any adjustments to unit prices must be approved in writing by the Town and agreed to by both the Town and the Contractor.

NON-CONTRACTUAL UNIT ITEMS AND PRICES:

The Town understands that the Unit Cost Schedule is not all-inclusive of labor, material, and other resources necessary for the completion of the services performed under this Contract, and that additional services may occasionally be necessary. Any such additional services will be negotiated as needed for each particular Job Order, and the negotiated rate will remain in effect for the duration of the Job Order. Rates/charges for additional services may be changed from one Job Order to another, but are subject to the Town's review and approval. The Town reserves the right to solicit cost information for such additional services from other Contractors, and may

award the work to another Contractor at its convenience. Any additional services that are performed without the Town's prior written authorization will not be reimbursable. The Contract shall be amended to include new items as deemed necessary by the Town.

All non-contractual subcontracted work (i.e. items not listed in the Unit Cost Schedule) will be paid for by the Town at the Subcontractor's Cost of Work plus a fee, according to the Exhibit A-General Conditions. Any proposed subcontracted work must be submitted to the Town via an estimate provided by the Subcontractor prior to the subcontracted work being approved in writing by the Town. The Subcontractor costs in the estimate must be inclusive of all direct and indirect costs associated with completing the work, including, but not limited to, mobilization, equipment, labor, and fuel costs.

CREW

A construction crew shall be defined as the assemblage of a supervisor, workers and equipment that are assigned to each specific project location.

EQUIPMENT

The Contractor is responsible to purchase and otherwise provide all equipment, materials, and labor required to complete the work specified herein.

All tools and equipment shall be appropriate for the task performed and shall be maintained in a safe and good working condition. If the equipment is not in proper working condition, work shall be suspended until the deficiencies are addressed.

ORDER OF WORK

The Town will request work from a Contractor by means of a "Job Request" and will establish a project scope of work, site and priority. The project scope of work will be a general description of the desired work, provided with the goal of assisting the Contractor with the allocation of labor, equipment, and materials. Generally, the project site will consist of a single location; however, the project site may consist of multiple locations, whenever necessary to reduce the number of mobilizations for multiple project locations within close proximity of each other. When several projects are grouped together, the Town anticipates allowing the Contractor longer performance periods to complete the work. Job Requests can be submitted to multiple Contractors for a competitive process, or can be issued to only one Contractor, at the discretion of the Town.

Once a Job Request is received, the Contractor will submit a written "Work Plan" with a brief description of the work, an itemized quote, an estimate of the project's completion date, a brief description of the necessary mobilization and justification for additional costs if greater than the minimum 5%), a brief description of the proposed traffic control measures (justification must be provided for the traffic control costs), and any sketches, photographs, maps, records or additional information to explain the order and methodology by which the Contractor plans on completing the work.

The Town will review the Work Plan, and will approve, reject, or amend it as quickly as possible. The Town reserves the right to utilize the entirety or any portion of the Contractor's Work Plan, and the Town may add, omit, or modify items and quantities at its discretion. If the Work Plan is amended or is approved as submitted, the Town will issue a Job Order, which will serve as the Contractor's Notice to Proceed for the project. If a Work Plan is rejected, the Town will generally allow the Contractor to revise and resubmit its Work Plan. However, the Town reserves the right to solicit a Work Plan and/or cost estimate from another Contractor, and may award the project, or portions of the project, to another Contractor, at its convenience.

The Contractor shall not begin work at the project site until a Job Order, in conjunction with the approved Work Plan, are issued by the Owner. Furthermore, the Contractor is advised to delay its preparatory activities (e.g. purchase of materials, mobilization) until after it receives a Job Order. The Town shall not be held liable for any costs or damages associated with the Contractor's premature actions.

REPORTS, RECORDS, AND DATA

The Contractor shall submit to the Town such reports, records and other data as may be requested concerning work performed or to be performed under this Contract.

OPERATION OF EQUIPMENT

At all times, the Contractor shall operate their equipment in a safe manner as not to create a hazard to personnel, citizens, or private or public property.

All equipment, machinery and materials will be operated within the established rights-of-way or easements held by the Town of Hilton Head Island.

The equipment shall not be left overnight or at other times when work has been suspended, unless approved by the Town.

TRANSPORT OF MATERIALS

All materials must be properly and legally transported in a manner as not to cause pollution, damage, or material loss. The method of transporting construction materials to and from the work areas shall be by truck or other means acceptable to the Owner. The Contractor's truck traffic route(s) is (are) subject to the approval of the Owner.

The Contractor shall submit in writing to the Owner for review and approval all intended disposal sites and haul routes to be used for all material removed under this Contract, prior to removal at each work area location.

Contractor will provide watertight conveyance for any liquid, semi liquid, or saturated solids which tend to bleed during transport. No liquid loss from transported materials will be permitted.

ADDITIONAL SERVICES

No additional work or deviation from the original Job Order shall be allowed without written approval from the Engineer. When the scope of additional services warrants, a written proposal shall be submitted by the Contractor for review and written acceptance by the Town. Additional services shall only be performed on a “time and materials” basis when conditions so warrant.

Work requested by a private property owner that is not part of the approved sketch drawings/specifications must be separately contracted between the property owner and the Contractor. Any additional work agreed upon and completed by the Contractor for the property owner shall not begin until all Town work has been completed and accepted. The Contractor shall not suggest or recommend additional work to the property owners during the performance of the work contracted with the Town. Separate work for a property owner completed by the Contractor that is not part of the approved Job Order will not be paid for by the Town.

SP-1, JOB ORDER MOBILIZATION:

1.0 Description:

Work covered by this special provision consists of preparatory work and operations which must be performed, mobilizing equipment and personnel to the job site, or for costs incurred prior to beginning work on a Job Order. This shall also include the Designated Representative’s time required to prepare Job Order estimates and quotes. The mobilization will be defined according to SCDOT Specification Section 103.10 Mobilization. Mobilization for Subcontractors will be paid for according to Exhibit A – General Conditions.

2.0 Payment:

Payment for the item Job Order Mobilization will be at a lump sum unit rate, with a minimum mobilization fee of \$500 or 5% of the Final Job Order Cost, whichever is larger. The mobilization costs are negotiable up to 15% of the Final Job Order Cost, but must have sufficient justification, documentation and proof provided by the Contractor prior to Job Order issuance that additional mobilization costs are necessary beyond the 5% minimum.

If the Contractor is forced to demobilize and then remobilize due to a Change Order, the Change Order shall include a mobilization fee based on the aforementioned thresholds. The Town will not pay for any additional mobilization charges if the Contractor is demobilized and has to remobilize due to their own deficiencies.

Payment will be made under:

SP-1 JOB ORDER MOBILIZATION	LS
Final Job Order Cost \$0.01-\$99,999.99 Mobilization (\$500 or 5% min. negotiable up to 15%)	LS

SP-2, SELECTIVE TREE REMOVAL:

1.0 Description:

Work covered by this special provision includes the removal and disposal of trees, bushes, and stumps as directed by the Engineer and in accordance with the provisions of these specifications.

This item includes all elements of work and equipment required to complete the project including but not limited to, climbing, tying-off, cutting and lowering limbs, grinding brush and stumps, and removing from site as directed by the Engineer. Removal of trees with diameters larger than 36 inches will be paid for based on negotiated time and materials. Where the Engineer deems that the removal of a tree(s) poses a hazard to property or man-made features such as buildings, utilities, or roadways, the tree removal will be paid for based on negotiated time and materials.

2.0 Removal Methods:

(A) Trees, Bushes, and Stumps:

Tree and bush removal shall be accomplished by current industry standard methods. Stumps shall be removed to a minimum depth of 2 feet below the natural ground surface, unless otherwise directed by the Engineer. When only a stump is removed, it will be measured across the top and paid at 50% of the price for that size tree. When the scope of trimming of vegetation extends over a watercourse, the vegetation shall be trimmed to allow a canopy to remain intact at an angle of 45 degrees from the top of bank upward toward the center of the watercourse flow line

(B) Disposal:

All trees, bushes, stumps, and undergrowth removed shall be disposed of in accordance with the applicable requirements of the Standard Specifications and the Town of Hilton Head Island Land Management Ordinance.

3.0 Damage to Remaining Vegetation:

The Contractor shall conduct his operations in such a manner to prevent injury to vegetation that is to remain growing, and also to prevent damage to adjacent property.

If any such injuries to vegetation occur, broken branches shall be removed and rough edges of scarred edges shall be shaped and made smooth in accordance with the American National Standards Institute (ANSI) A300 Standards. Any vegetation that is damaged to such an extent as to destroy their value for landscape purposes shall be removed, disposed of, and shall be replaced by the Contractor at no additional cost to the Town. Any grass or ground cover that is damaged shall be seeded and mulched by the Contractor at no additional cost to the Town.

4.0 Measurement:

The quantity of selective tree removal to be paid for will be the actual number of trees which have been removed and disposed of. The diameter will be determined by measuring the circumference of the tree forty-two (42) inches above the above average ground level.

5.0 Payment:

Selective Tree Removal- The quantity of selective removal, measured as provided above will be paid for at the Contract unit price per each for "Selective Tree Removal, 6 inch to 12 inch diameter". Such payment will be full compensation for all work covered by this special provision, including the removal and disposal of designated stumps, and undergrowth; and repairing any damage to vegetation.

Payment will be made under:

SP-2 SELECTIVE TREE REMOVAL, 6 INCH TO 12 INCH DIAMETER..... EA

SP-3, TREE PROTECTION FENCE:

1.0 Description:

Work covered by this special provision consists of furnishing, erecting, and removing tree protection fence at locations shown on the plans and as directed by the Engineer.

2.0 Materials:

Materials shall be as specified by the Town of Hilton Head Island Natural Resources Department, generally orange plastic mesh, at least 48 inches high, measured from grade, mounted on steel or wooden posts.

3.0 Construction Methods:

The tree protection fence shall be constructed in accordance with Town of Hilton Head Island Tree Natural Resources Department. Tree protection fence shall be maintained in its originally installed condition throughout the project duration. Payment will not be made for any tree protection fence which is not properly maintained. Once the project is complete and has been accepted, the Contractor must remove all tree protection fencing installed.

4.0 Measurement:

The quantity of tree protection fence to be paid for will be the actual number of linear feet of tree protection fence, measured along the fence, which has been erected and accepted.

5.0 Payment:

The quantity of tree protection fence, measured as provided above, will be paid for at the Contract unit price bid per linear foot for "Tree Protection Fence". Such payment will be full compensation for all work covered by this special provision, including but not limited to, furnishing, erecting and removing fence material, posts, and all incidentals.

Payment will be made under:

SP-3 TREE PROTECTION FENCELF

SP- 4, STAMPED ASPHALT SURFACING – TRAFFIC PATTERNS XD

1.0 Description:

Work covered by this special provision consists of all necessary equipment, tools, and materials required to furnish and install Traffic Patterns XD Stamped Asphalt Surfacing System at locations shown on the plans and/or as directed by the Engineer.

2.0 Materials:

Surface treatment shall be Stamped / Coated Asphalt - TRAFFIC PATTERNS XD. The Contractor is to use the SAND color and OFFSET BRICK pattern of the TRAFFIC PATTERNS XD or additional colors as determined by the Engineer.

3.0 Construction Methods:

The Contractor is to follow all TRAFFIC PATTERNS XD specifications for the stamped and painted asphalt at each cross-walk locations. Technical specifications for TRAFFIC PATTERNS XD can be found on TRAFFIC PATTERNS XD’s website at:

<http://www.ennisflint.com/Products/TrafficScapes/TrafficPatternsXD>

4.0 Measurement:

The quantity Stamped Asphalt Surfacing shall be measured in square yards (SY) as shown on contract plans or as directed by the project engineer.

5.0 Payment:

Payment will be inclusive of all labor, material, equipment, preparation work, cleanup and disposal as required.

Payment will be made under:

SP-4 STAMPED ASPHALT SURFACING – TRAFFIC PATTERNS XD SY

SP-5, ROAD PLATES:

1.0 Description:

To accommodate excavation work, steel plate bridging may be necessary. All conditions for use of steel plate bridging shall be set forth in the following provisions:

Consideration of steel plate bridging shall take into account the following factors: traffic volume and composition, duration and size of the proposed excavation, and weather conditions. When backfilling operations of an excavation of a roadway, whether traverse or longitudinal cannot be properly completed within a work day, steel plate bridging with a non-skid surface and shoring may be required to preserve unobstructed traffic flow. In such cases, the following conditions shall apply:

- a) Steel plates used for bridging must extend a minimum of 12" beyond the edges of the trench.
- b) Steel plate bridging shall be installed to operate with minimum noise.
- c) The trench shall be adequately shored to support the bridging and traffic loads.
- d) Temporary paving with cold asphalt concrete shall be used to feather the edges of the plates, if plate installation by Method (2) described below, is used.
- e) Steel plate bridging shall be secured against displacement by using adjustable cleats, shims, or other devices.

Steel plate bridging and shoring shall be installed as directed by the Owner using either Method (1) or (2):

Method 1 (for speeds greater than 45 mph): The pavement shall be cut and cold planed to a depth equal to the thickness of the plate and to a width and length equal to the dimensions of the plate.

Method 2 (for speeds less than 45 mph): Approach plate(s) and ending plate (if placed longitudinally) shall be attached to the roadway by a minimum of (2) dowels pre-drilled into the corners of the plate and drilled 2 inches into the pavement. Subsequent plates are butted to each other. Fine graded asphalt concrete shall be compacted to form ramps with a maximum slope of 8.5%, with a minimum 12" taper to cover all edges of the steel plates. When the steel plates are removed, the dowel holes in the pavement shall be backfilled with either fine graded asphalt concrete mix, concrete slurry, or equivalent grout approved by the Owner.

The Contractor is responsible for maintenance of the steel plates, shoring, asphalt concrete ramps, and ensuring that they meet minimum specifications. The minimal thickness of the steel plate shall be one inch, based on the use of A-36 grade steel spanning a trench no greater than 5 feet. The steel plates shall have a nominal coefficient of friction of 0.35 skid resistance. The owner has the right to reject any plates that are permanently deformed as determined by inspection with a straight edge.

A “Rough Road” or “Bump Ahead” road sign (W33) with black lettering on an orange background shall be placed in advance of steel plate bridging, in conjunction with all other required signing.

2.0 Measurement

Measurement will be by dimensions of the plate used per week, on a 1 week minimum.

3.0 Payment

Payment will include all labor, transportation, incidental asphalt, signage, installation, and plate and/or shoring material rental as required for this item.

Payment will be made under:

SP-5 ROAD PLATES.....WK