



PROCUREMENT DEPARTMENT

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Procurement Director

ADDENDUM # 4

Date: 6/14/2023

Bid ID #2870

IFB # 2870

Pennies for Progress 3 – Widening US 21 Bypass and SC 51 Project # 11149-004

THE FOLLOWING INFORMATION SHALL BE INCORPORATED AS PART OF THE ABOVE MENTIONED SOLICITATION; ALL OTHER TERMS AND CONDITIONS SHALL REMAIN THE SAME.

Change 1:

Due Date/Time to: June 27, 2023 at 3:00 p.m.

Change 2:

Underground storage tank removal pay item added to bid schedule with additional language added to Special Conditions

Change 3:

Utility General Notes Sheet and Utilities Special Provisions Conditions updated with additional language and changes to the bar chart schedule

SPECIAL CONDITIONS

1. All work performed by the Contractor must be in accordance with the South Carolina Department of Transportation (SCDOT) 2007 Standard Specification for Highway Construction and SCDOT Traffic Signals Material Specifications (latest edition), unless directed otherwise in the plans or by the Engineer. A full version of the 2007 Edition SCDOT Standard Specifications For Highway Construction may be viewed or downloaded on SCDOT's website at www.scdot.org.
2. All work performed by the Contractor shall be constructed using the SCDOT'S Current Standard Drawings with all updates effective at the time of the letting, unless directed otherwise in the plans or by the Engineer. The Standard Drawings are available for download on SCDOT's website www.scdot.org. All drawings that are updated are labeled with their effective letting date in red.
3. There are no known underground storage tanks (UST) within the (present/new) right-of-way. Phase I and Phase II Environmental Site Assessments were conducted for the project and are attached in the Appendix. Seven (7) LUST sites are located adjacent to the subject project. It is the Contractor's responsibility to investigate the project site prior to bidding to determine all structures and obstructions requiring removal. In accordance with Section 202 of SCDOT Specifications, payment for the removal and satisfactory disposal of all underground storage tanks shall be included in the lump sum bid item of 2021000 "Removal of Structures and Obstructions" and includes all materials, labor, equipment, tools, supplies, transportation, removal & disposal of soil and all other incidentals necessary to complete the work. For bidding purposes, it is to be assumed there are two (2) UST in the Lum Sum pay item 2021000. The Contractor shall be paid based on the Lum Sum cost per UST found and removed, or half of the bid unit price submitted by the contractor multiplied the number of UST actual found and removed within the construction limits. The contractor shall notify the RCE and County of any discovered UST prior to removal and obtain written approval.

All work shall be performed in accordance with the Department of Health and Environmental Control (DHEC) requirements by contracting personnel certified by DHEC. The Contractor will be required to obtain all permits and provide the required closure reports for all tank removals.

4. The Contractor shall be liable and responsible for payment of fines assessed by any regulatory agency due to non-compliance with applicable permit requirements and/or regulations by the Contractor. In the event that Owner is fined due to non-compliance with permit requirements, the Owner will charge the Contractor the cost of the fine by deducting an equal amount from the next progress pay estimate.
5. In the Bid Proposal Form and Schedule, Division I-Section 3, contract items given a unique seven (7) digit Item Number shall be constructed in accordance with SCDOT Standard Specifications. The first three (3) digits correspond to sections of the SCDOT Standard Specifications. The remaining four (4) digits are for individual identification of each contract item. Contract items that are identified with Item Numbers beginning with W, S, F, and SP shall be constructed in accordance with specifications contained within this document.
6. Construction conditions requiring minor vertical adjustments (0-2 ft.) to existing water line valve boxes, sanitary sewer manholes, and other minor appurtenances shall be the responsibility of the Contractor. The costs for the adjustments shall be the Contractor's responsibility and shall be included in Bid Item, Mobilization. Other utilities requiring relocation or adjustment for construction activities will be the responsibility of the utility owner.
7. Reconstruction of driveways and other special provisions on properties, included in the right-of-way acquisition, shall be coordinated with the Engineer. Contractor shall notify Engineer prior to construction of driveways.
8. The Owner will obtain the South Carolina Department of Health and Environmental Control (DHEC) Notice of Intent (NOI) for the project. The Contractor's signature is required on several documents necessary for obtaining the permit including, but not limited to, the NOI application, weekly inspection reports and Co-Permittee Agreements. The Contractor shall cooperate with the Owner in providing the required signatures. The Contractor shall be responsible for posting at the project site and keeping on file, permit approvals and other notices as required by permits for the project. The NOI also requires that on-site preconstruction conferences be held for the Prime Contractor and all subcontractors. The Contractor shall participate in these meetings as required by the NOI.

9. Testing shall be conducted by the Owner/Engineer in accordance with the procedures defined in the SCDOT Standard Specifications, and applicable Supplemental Specifications.
10. The Contractor shall provide all record drawing information to the Engineer prior to final approval.
11. Commercial advertising signs (realtor signs) within the construction limits should be removed and left on adjacent property - Do not reinstall. No direct payment will be made for removing these signs as the work is considered incidental to the item of clearing and grubbing.
12. Mailboxes are to be relocated at the direction of the Engineer. No direct payment will be made for the relocation of mailboxes.
13. The removal or relocation of billboards is not the Contractor's responsibility.
14. Non-conforming signs that are not to be relocated shall be removed and placed on the property beyond the construction limits.
15. In the interest of closing out this project in a prompt and timely manner, the Contractor shall complete item 1090200 (as-built construction plans) within 45 days of the substantial completion or final acceptance of the project. The final pay request as required in Section 4.37 of the General Conditions shall be submitted within 120 calendar days of the Owner's final acceptance of the project. The Owner shall impose a \$200 per calendar day penalty for failure on the Contractor's part to complete and submit final closeout documents including the final pay request within the required 120 days. This late penalty shall be deducted from the project retainage for each calendar day beyond the allowed 120 days.
16. Temporary lane closure shall be conducted in accordance with SCDOT standard details and as directed by the Engineer. The Contractor shall submit a lane closure plan to the Engineer seven (7) calendar days prior to a lane closure. The Contractor shall notify all agencies responsible for emergency services of the lane closure schedule seven (7) calendar days prior to closure.
17. Partial Payments – The following retainage will be withheld pending final completion and final payment. A percentage based on the amount of the contract completed, shall be retained on each estimate until payment of the final estimate. The retainage shall be 5 percent until the project is 75 percent complete, at which time the retainage will be reduced to 2.5 percent. However, when the Contractor has completed at least 99 percent of the work, the Owner may, at his discretion, further reduce the retainage to an amount which will be adequate to complete the remaining work plus any anticipated liquidated damage. The Contractor may be required to furnish consent of surety before the retained amount is reduced to less than 2.5 percent.
18. The Geotechnical Reports included as part of this manual were prepared to assist the Owner in preparing the project design. The reports have been included for general information and are not intended to be used to determine the nature of the unclassified materials on the project. The Owner, STV, Inc., nor S&ME, guarantee the accuracy or accept liability for information contained there-in. Any use of the geotechnical reports shall be at the Contractor's own risk as it is the Contractor's responsibility to make his own investigations and determinations.
19. The Contractor shall develop and submit prior to beginning construction, a schedule of work which will allow construction of the project while maintaining vehicular access to all adjacent parcels during the construction period.
20. The Contractor shall be responsible for abandoning wells, septic tanks and drain fields in accordance with DHEC and other applicable requirements. Payment for all work associated with the abandonment removal and capping of wells and septic tanks and drain fields shall be included in the clearing and grubbing pay item.
21. The Contractor shall be aware of the following special conditions related to right-of-way settlements with property owners adjacent to the project limits. The Contractor shall be responsible for coordinating with property owners to meet the conditions stipulated below:

**2021 YORK COUNTY CAPITAL PROJECTS SALES AND USE TAX PROGRAM
11149-004: WIDENING OF US 21 BYPASS AND SC 51 PROJECT
RIGHT-OF-WAY SPECIAL CONDITIONS**

Tract	OWNER/CONTACT INFO	CONDITIONS
34	Coalition of Prison Evangelist POC: Keith Blackwell 864.505.0847	See R/W Form 803 (06-11) Special Provision
81	H & A Associates LLC POC: Metrolina Collision Center 803.548.4239	See R/W Form 803 (06-11) Special Provision
85	GTA Properties LLC POC: Tina Pappas 704.552.8580	See R/W Form 803 (06-11) Special Provision
162	HOF LLC POC: Brandy Mcbee 864.761.6980	Existing Fence on Tract 162 along relocated SC 51 to be relocated by property owner. Give 30 Day notice.
163	McDonalds Real Estate Company POC: Sumita Patel 919.740.8436	See R/W Form 803 (06-11) Special Provision
185	Ross Dress for Less POC: Micheal Jewett 803.396.2479 803.833.7796 Michael.jewett@ros.com POC: Jonathan Hartman 803.448.3345 Jonathan.hartman@ros.com	See R/W Form 803 (06-11) Special Provision

22. A summary of the known utilities within the project limits of the project is included in Section 4D: Utilities Special Conditions. While the Owner has coordinated utility relocation work with the utilities prior to the letting of this contract, it will be the successful low bidder's responsibility to coordinate the construction work with the utilities work during construction. The contractor shall provide Utility Staking for all utilities within the project limits to eliminate conflict between the utility and construction activities which will be paid for as pay item 1052001 Utility Staking.
23. For this project, the following will be eligible for adjustments:
- A.C. Binder Adjustments for Liquid Asphalt Binder (PG 64-22)
- Base date for adjustment will be determined at the Preconstruction meeting dependent on the bid date for this project.
24. Contractor shall comply with all general and regional conditions identified in the nationwide permit.
25. The Contractor shall be liable and responsible for payment of fines assessed by any regulatory agency due to non-compliance with applicable permit requirements and/or regulations by the Contractor. In the event the Owner is fined due to non-compliance with permit requirements, the Owner will charge the Contractor the cost of the fine by deducting the fine amount from the next month's progress pay estimate.
26. The Roadway Boring Logs included as part of the attached Geotechnical Report were prepared to assist the Owner with preparing the project design. They have been included for general information and are not intended to be used to determine the nature of the unclassified materials on the project. The Owner, STV Inc., and S&ME, Inc. does not guarantee the accuracy or accept liability for information contained there-in. This information shall be used at the Contractor's own risk as it is the Contractor's responsibility to make his own investigation and determination of unclassified excavation material.
27. Moving Items – Certain items will need to be moved from within the project limits to allow for the construction of the project. It is the Contractor's responsibility to investigate the various project sites prior to bidding to determine the items requiring removal.

28. Mobilization shall be paid in accordance with Section 103.11 of the SCDOT 2007 Standard Specifications For Highway Construction.
29. The Contractor shall be responsible for abandoning wells, septic tanks and drain fields in accordance with DHEC and other applicable requirements. Payment for all work associated with the abandonment, removal and capping of wells, septic tanks and drain fields shall be included in the Clearing and Grubbing pay item, unless it is provided by other pay items included in this contract.
30. The contractor shall read the Section 404 General Permit included in this Project Manual and comply with all appropriate conditions during construction.
31. The typical pavement section used for the construction of temporary pavement during construction operations shall include the following assumptions:

H/M ASPHALT SURFACE COURSE TYPE B (200 LB/SY)
H/M ASPHALT INTERMEDIATE COURSE TYPE B (400 LB/SY)
H/M ASPHALT BASE COURSE TYPE A (840 LB/SY)

Quantities for temporary pavement are shown on the General Construction Notes sheet 5 in the plans if noted in the Traffic Control Plans. Should the Contractor determine additional temporary pavement is required it shall be included in the Lum Sum pay item 1071000 Traffic Control.

32. PAYMENT FOR MATERIAL TO BE USED IN THE WORK

Material Delivered on the Project

When so authorized by York County/SCDOT, partial payments will be made up to 95% of the delivered cost of materials on hand that are to be incorporated in the work, provided that such materials have been delivered on or in close proximity to the project and stored in an acceptable manner. Material payments will be allowed when 95% of the accumulated costs of unpaid invoices are equal to or greater than \$10,000, materials have been inspected and approved by York County/SCDOT

Material Stored at Fabricator's Facilities or Contractor's Facilities

When so authorized by York County/SCDOT, partial payments will be made up to 95% of the invoiced cost, exclusive of delivery cost, for bulky materials requiring fabrication at an offsite location that are durable in nature and represent a significant portion of the project cost, if it has been determined by York County/SCDOT, that the material cannot be reasonably stockpiled in the vicinity of the work. Material payments will be allowed when the materials have been inspected and approved by York County/SCDOT

Materials with Delayed Delivery to the Project

When so authorized by York County/SCDOT, partial payments will be made up to 95% of the invoiced cost of materials that have been ordered by the contractor but will be more than 45 days before being delivered to the project.

Required Documents

- (1) Written consent of surety to make such partial payments,
- (2) Bill of Sale from the Contractor to the Department, and
- (3) Copy of invoice from material supplier verifying the cost of the material.

General Requirements

The partial payments will be made on the conditional basis that the material meets the requirements of the contract and will be incorporated into the project. The Contractor shall reimburse the Department for all partial payments for material paid, but not incorporated into the project.

Partial payments for materials on hand or already ordered but not yet delivered to the project will not constitute acceptance, and any faulty material will be rejected even though previous payment may have been made for same in the estimates.

Partial payment will not be made for fuel, supplies, form lumber, falsework, or used materials.

Partial payments will not be made on seed or any living or perishable plant materials except that when such materials have been planted or otherwise incorporated in the work, payment may be made, not as materials, but as work done as part of a contract item for which a contract unit or lump sum price has been established.

Partial payments will not exceed 95% of the contract unit or lump sum prices for the work.

33. R/W Form 803 (06-11)

UTILITY SPECIAL PROVISIONS/CONDITIONS
COORDINATION OF RELOCATION WORK WITH HIGHWAY CONSTRUCTION

Widening of US 21 Bypass and SC 51 YORK COUNTY, SC
YORK COUNTY PROJECT – 11149-004 SCDOT PROJECT ID 0042332

Utility As-Builts:

The roadway contractor shall be responsible for the collection and incorporation of the utility as-builts in their final submittal. All existing, proposed, and abandon lines must be shown.

Utility Staking:

Contractor shall be aware on as needed basis; utilities may request staking of construction items and right-of-way to help facilitate relocations and to avoid potential conflict with roadway construction and other utilities.

Utility Relocation Incidentals:

For the relocation of services, adjustments of valve covers and/or manhole lids, adjustments for point conflicts, and any other utility appurtenances adjustments, the contractor shall notify the utility owner 5 days prior to needing adjust and allow 2 weeks to complete.

Utility Relocation Window & Sequence:

Temporary Suspension for Utility Work and Utility Window:

The department has determined that in the best interest of the traveling public, the contractor shall perform the clearing and grubbing operations as soon as possible after the award of the contract to allow for utilities to relocate within a specified 480-day utility window. Once the notice to proceed has been established, the contractor shall begin associated clearing and staking operations on us 21. Upon completion of the clearing and grubbing and construction staking, the contractor shall notify the RCE by letter. Once the REC has been notified that clearing and grubbing, erosion control, and staking operations on the are road are complete, the utility window shall begin. The REC shall establish the beginning and end date of the utility windows.

During the utility window, the contractor will not be allowed to perform any work activities unless approved by the RCE. If work activities are approved, they should in no way hinder or interfere with the utility relocations during the utility window provided. If work activities interfere with utility relocations, all work by the prime contractor and subcontractors will be suspended until the end of the utility window.

The contractor shall be responsible for maintaining all erosion control measures on the project. The department will not compensate the contractor for any additional mobilization other than the bid amount for mobilization.

This provision in no way provides a guarantee that all utility relocations will be completed during the utility window.

Utility Relocation Approach:

It is the intention of the utilities to relocate according to the following construction sequence. If the contractor plans to deviate from the proposed phasing, then it is the responsibility of the contractor to coordinate any changes and account for any potential delays.

Contractor to clear and grub new right of way (row) limits per priority shown in bottom left corner box of utility schedule below.

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It is the intent that utilities will start working in all available locations, where and when possible. The utility window shown is driven by the overhead relocations throughout the project since many are currently underground and converting overhead. If there are locations where existing utilities are not in conflict with proposed roadway work, then the contractor may work in those locations as long as they do not interfere with the utility's ability to install new facilities. These areas are noted below; however, it is the contractor's responsibility to determine if this complies with their own approach. These are examples only.

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Existing utilities will remain active until all new facilities are installed and cut over.



